

713

*Capital Express
Plan*

COUNTY-STATE AGREEMENT NO. 26
FEDERAL-AID SECONDARY ROADS

IV SANTA CLARA
District County
FEDERAL PROJECT S-1015(4)

CAPITOL EXPRESSWAY

THIS AGREEMENT, made in duplicate this 31st day of August, 19 64

by and between the COUNTY OF SANTA CLARA, State of California, hereinafter referred to as the "County," and the DEPARTMENT OF PUBLIC WORKS (Division of Highways) of the State of California, hereinafter referred to as the "Department."

WITNESSETH:

It is agreed between the parties that the project or projects hereinafter described shall be constructed under and pursuant to, and in accordance with the provisions of the attached Exhibits A and B, which exhibits are hereby made a part of this agreement.

Santa Clara County agrees to provide necessary matching funds prior to award of contract.

The Board of Supervisors of the County of Santa Clara by Resolution dated Aug. 31, 1964 has approved this agreement and authorized its execution.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first above written.

Approval Recommended:

Deputy R. A. Hyler
District Engineer

County of Santa Clara
M. J. Spangler
Chairman of the Board of Supervisors

[Signature]
CITY AND COUNTY PROJECTS ENGINEER

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Approved as to Form and Procedure:

[Signature]
ATTORNEY for the Department

J. C. WOMACK
State Highway Engineer
By [Signature]
Deputy State Highway Engineer

cc: (1) public works

RECEIVED
DEPT. OF PUBLIC WORKS
SEP 22 1964
COUNTY ENGINEER

Article I. This agreement is made in the light of the following facts and circumstances:

1. Under the provisions of the Federal-Aid Highway Acts certain funds are authorized to be appropriated for expenditure on a system of principal secondary roads to be selected by the State highway departments in cooperation with the county supervisors and the Commissioner of Public Roads. The route upon which the subject project is proposed has been so selected and approved by the Commissioner of Public Roads for inclusion in the Federal-Aid Secondary Road System. Federal-Aid Highway funds are now available for obligation to the subject project.

2. The Department is required to enter into an agreement with the Commissioner of Public Roads relative to the prosecution of this project and the obligation of participating Federal-Aid funds.

THEREFORE, in consideration of the premises herein contained, the parties agree as follows:

Article II. Cooperation with the United States.**MAINTENANCE**

1. The Federal-Aid Acts require that the maintenance of projects constructed thereunder shall be the responsibility of the State and that a project for which the Department proposes to provide maintenance by an agreement with the County shall not be approved if any project previously improved with Federal funds under the provisions of the Federal Highway Acts, as amended and supplemented, which the County has agreed to maintain, is not being satisfactorily maintained as determined by the Commissioner.

It is therefore agreed that after completion of said project or usable portions thereof, and upon notice of such completion, the County will maintain the completed works in a manner satisfactory to the authorized agents of the United States.

Article III. Control of Work.**RIGHT OF WAY**

The furnishing of rights of way as provided for herein includes, in addition to all real property required for the improvement free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement.

1. Such rights of way as are necessary for the construction of the proposed improvement, will be furnished by the County.

2. It is understood that a contract for the construction of this project or any portion thereof cannot be awarded until the necessary right of way has been made available.

3. The County will furnish to the Department prior to advertising of the project evidence that necessary rights of way are available for construction purposes.

4. The County agrees to pay from county funds any costs, which are incurred in connection with this project, which arise out of right of way litigation or delays to the contractor because right of way has not been made available to him for the orderly prosecution of the work.

ENGINEERING

Preliminary Engineering—The term "preliminary engineering" as used herein includes all preliminary work, including but not restricted to, preliminary surveys and report, laboratory work, soil investigation, preparation of plans, design and advertising.

Construction Engineering—The term "construction engineering" as used herein includes actual inspection of the work, necessary construction staking, laboratory and field testing, field reports and records, estimates, final report, and allowable expenses of employees engaged therein.

County employees shall perform all engineering work. It is understood that the Department is held responsible by the United States Government for the conduct of the work and for satisfactory results and that the Department may not delegate its responsibility. It is therefore agreed that the Department will exercise general supervision over the work and may take direct control of the subject project at its discretion when it is deemed that the responsibility of the Department requires.

When the cost of Right of Way, Preliminary Engineering or Construction Engineering, incurred by the County is to be borne in part by Federal-Aid funds, the Department will reimburse the County for services performed on the basis of the actual cost thereof to the County including compensation and expense of personnel working on the project, the required materials and the use of county-owned automobiles at the rate of four cents per mile, provided, however, that the County will contribute its general administrative and overhead expense. Payments for such work will be made by the Department upon receipt of bills therefor, prepared in such form and supported by such detail as may be prescribed by the Department. The Department and the Bureau of Public Roads shall be given access to the County's books and records for the purpose of checking costs paid or to be paid by the Department hereunder.

AWARD OF CONTRACT

Actual construction work will be performed by contract. The Department will make the final preparation for advertising, will advertise and award the contract and will make payments to the contractor as the same become due.

Prior to advertising for bids the County and the Department must agree on an engineer's estimate as to the estimated cost of the project. No contract for an amount in excess of said engineer's estimate will be awarded unless sufficient funds are available and both the Department and County agree to such award.

Article IV. Special Covenants.

1. **Nonparticipating Items.** All costs ruled ineligible under the Federal-Aid Highway Acts but properly chargeable to this project shall be paid by the County.

2. **Preliminary Engineering.** All preliminary engineering charges, including the cost of advertising, have been or will be paid by the County from funds other than those provided by the Federal-Aid Highway Acts.

3. **Construction Engineering.** The construction engineering is included in the estimated cost and may be paid from Federal and County funds.

4. **Claims.** Since this project is not on a State Highway, State Highway funds may not be used to finance any costs including claims submitted by the contractor, Public Utilities, Rights of Way or other pertinent charges.

In the event that such claims are submitted and the Bureau of Public Roads and State Attorneys rule such claims cannot be paid by funds provided by the Federal-Aid Highway Acts the County will upon the demand of the Department, deposit with the State Treasurer, a sum sufficient to cover the cost of any or all claims.

Article V.

In case of conflict between any of the provisions contained in Exhibits A and B, the provisions of Exhibit B shall govern.

ARTICLE VI - Location of Project & Brief Description of Work Proposed:

Approved Federal-aid Secondary Project S-1015(4), in Santa Clara County, covering proposed two and four-lane grade, pave and bridge (stage construction) on CAPITOL EXPRESSWAY between Almaden Expressway and Narvais Road near San Jose, net length 0.9 mile.

ARTICLE VII - Funds to be used for the Project:

1. The estimated cost of the project covered by this Agreement is:

PRELIMINARY ENGINEERING		\$ 1,500.00
Contract Items	\$493,127.00	
Supplemental Work	<u>12,388.00</u>	
	Subtotal	\$505,515.00
Contingencies		<u>25,185.00</u>
CONTRACT TOTAL		\$530,700.00
CONSTRUCTION ENGINEERING (State-furnished)		<u>2,000.00</u>
	TOTAL	\$534,200.00

2. On the basis of the above estimate, this project will be financed as follows:

Federal-aid Secondary Funds	\$196,238.00
State Highway Matching Funds	\$133,462.00
County Funds deposited to date for this project	\$ 1,500.00
County Funds to be deposited	\$183,000.00
County Funds to be transferred from completed FAS projects	\$ 20,000.00

3. The actual funds for the project will be set up after the bids for the work have been opened, and shall be on the basis of contract prices. The amounts shown under the various categories of Paragraph 2, above, may be adjusted from time to time as the needs of the parties make it desirable, provided that the balances available in any category, the total estimated project cost, or the maximum legal pro rata are not exceeded.

4. The County may, prior to opening of bids, deposit with the Division of Highways the amount shown in Paragraph 2, above, to permit prompt award of a contract on the basis of the lowest satisfactory bid within the estimate contained in this agreement. The Department will refund or transfer to other county projects any portion of such deposit not required for this project. The County agrees, in any event, to deposit with the Division of Highways the above amount, or such lesser amount as may be required to award a contract on the basis of the lowest satisfactory bid, within five days of being notified of the amount of the bid and the proposed financing.

5. The County authorizes the transfer of funds from the savings in County deposits with the Division of Highways for completed projects, in the amount shown in Paragraph 2, above.

ARTICLE VIII - Special Covenants:

This project has been approved by the Bureau of Public Roads as stage construction. The County agrees to complete the improvement to the final stage with or without Federal participation.

#6

**RESOLUTION OF THE BOARD OF SUPERVISORS
AUTHORIZING CONSTRUCTION OF A PORTION
OF CAPITOL EXPRESSWAY**

The Board of Supervisors of the County of Santa Clara, State of California, hereby authorize the Chairman of this Board to execute on behalf of the County of Santa Clara that certain agreement between the State of California, Department of Public Works (Division of Highways) and the County of Santa Clara providing for the construction of a portion of Capitol Expressway, said agreement being more particularly described as "County-State Agreement No. 26, Federal-Aid Secondary Roads" and being Federal Project S-1015(4).

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on AUG 31 1964
by the following vote:

- AYES: Supervisors Levin Della Maggiore Spangler Mehrkens Sanchez
- NOES: Supervisors None
- ABSENT: Supervisors None

M. J. Spangler
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

JRK:gmw
8-17-64

(Public Works)

AUG 31 1964
ADOPT: *[Signature]* YES: L D M S Sz
NO: _____ ABSTAINS: _____
ABS. NT: _____

(LB)

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

P. O. BOX 3366 RINCON ANNEX, SAN FRANCISCO 94119



September 18, 1964

04-SC1-1015-CR
S-1015(4)
Capitol Expressway

Mr. James T. Pott
Director of Public Works
County of Santa Clara
20 West Hedding Street
San Jose 10, California

Dear Mr. Pott:

Attached for use in conforming your file copy is one counterpart of County-State Agreement #26 executed by the County on August 31, 1964, and now executed on behalf of the State.

The Agreement applies to FAS Project S-1015(4), on Capitol Expressway between Almaden Expressway and Narvais Road near San Jose.

Yours very truly,

Alan S. Hart
District Engineer

By *Allen M. Fortney*
Allen M. Fortney
City and County
Cooperative Projects Engineer

RECEIVED
BOARD OF SUPERVISORS

SEP 23 8 48 AM '64

COUNTY OF
SANTA CLARA

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PUBLIC WORKS

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COUNTY OF
SANTA CLARA

RECEIVED
DEPT. OF PUBLIC WORKS
SEP 22 1964
COUNTY ENGINEER

6
September 2, 1964

Mr. Alan S. Hart
District Engineer
Division of Highways, District IV
P. O. Box 3366, Rincon Annex
San Francisco, California
Att: Allen M. Fortney

IV-SC1-1015-CR
S-1015(4)
CAPITOL EXPRESSWAY, I

Subject: Capitol Expressway, Unit I, between Almaden Expressway
and Narvais Road

Dear Mr. Hart:

Enclosed you will find the original and two copies of an agreement between the County of Santa Clara and the State of California providing for joint financial participation in the construction of the Capitol Expressway between Almaden Expressway and Narvais Road.

The Board of Supervisors at its regularly scheduled meeting on August 31, 1964, adopted a Resolution authorizing its Chairman to execute this agreement on behalf of the County. Enclosed are two certified copies of this Resolution for your use.

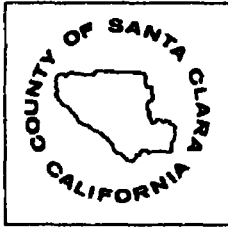
After execution of the agreement on behalf of the State of California, we would appreciate your returning one fully executed copy to this office.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP:DMR:kb
Encls.
CC: Public Works



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: August 21, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF August 31, 19 64

FROM: Steffani, Design, Public Works

TITLE: FAS Agreement with State of California for Capitol Expressway Unit I, between Almaden Expressway & Narvais Road

DESCRIPTION:

This agreement provides joint financial participation between the County and the State for Capitol Expressway Unit I between Almaden Expressway and Narvais Road. Exhibit B contains a description of the work and a breakdown of the financing.

Attached are the original and three copies of the agreement and the original and three copies of the authorizing resolution.

After execution by the Board, the original and two copies of the agreement with authorizing resolutions attached should be forwarded to:

Alan S. Hart
District Engineer
Division of Highways - District IV
P.O. Box 3366 - Rincon Annex
San Francisco, California 94119
Attn: Mr. Allen M. Fortney

The date upon which the County executed the agreement should be included in the transmittal letter.

APPROVED:

JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

P. O. BOX 3366 RINCON ANNEX, SAN FRANCISCO 94119



August 11, 1964

IV-SCI-1015-CR
S-1015(4)
CAPITOL EXPRESSWAY *FI**Cont. Report*

Mr. James T. Pott
Director of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Dear Mr. Pott:

no incl
Attached are the original and 3 copies of County-State Agreement No. 26 covering the proposed grading, paving, and bridge on CAPITOL EXPRESSWAY between Almaden Expressway and Narvais Road near San Jose, FAS Project S-1015(4), in Santa Clara County.

Please process this Agreement in the usual manner, returning to this office, the original and 2 copies, attaching to each a copy of the authorizing Resolution.

Please indicate in your transmittal letter the date upon which the County executed the Agreement.

The right of way for this project has not yet been certified. Early submittal of the County's right of way certificate will avoid delay in advertising.

The attached tabulation indicates the status of funds available to Santa Clara County for the financing of this project.

Yours very truly,

Alan S. Hart
District EngineerBy *Allen M. Fortney*
Allen M. Fortney
City and County
Cooperative Projects Engineer

Santa Clara County

IV-SC1-1015-CR
S-1015(4)

	<u>FAS Funds</u>	<u>State Matching Funds</u>	<u>County Funds</u>
ALLOCATIONS & DEPOSITS:	\$2,610,255.00	\$1,142,387.00	\$1,366,951.98
LESS OBLIGATIONS:			
Adjusted Projects	2,092,342.00	791,881.00	1,181,342.71
Project S-998(1)	139,317.00	94,256.00	102,221.33
Project S-1015(3)	129,456.00	86,809.00	7,935.00
Project S-1000(4)	25,832.00	17,568.00	6,500.00
Project S-617(1)			3,000.00
Project S-1015(4)			1,500.00
Probable Future Balances			64,452.94
Less Savings still in work orders (Unreverted)			<u>35,554.60</u> (Reserve)
AVAILABLE BALANCE	\$ 233,308.00	\$ 151,873.00	\$ 28,898.34

8/10/64