

Capital Expressway

713

August 21, 1963

Mr. Frank Groiner, City Clerk
City of San Jose
City Hall
First & Mission Streets
San Jose, California

Subject: **Capital Expressway**
Local Agency-State Agreement No. UE-64-1
Urban Extension Project 1015, UE-1

Dear Mr. Groiner:

Enclosed you will find the original and four copies of a three party Agreement between the State of California, the County of Santa Clara, and the City of San Jose, relating to that portion of the Capitol Expressway as described in Local Agency-State Agreement No. UE-64-1.

The Board of Supervisors of the County of Santa Clara at its regularly scheduled meeting on August 19, 1963, adopted a Resolution authorizing its Chairman to execute this Agreement on behalf of the County. Enclosed you will find three certified copies of this Resolution.

After execution of the Agreement on behalf of the City of San Jose, please forward all copies to the State Division of Highways, District IV. The Division of Highways will return fully executed copies to the City of San Jose and the County of Santa Clara after execution on behalf of the State.

Returned

Very truly yours,

BOARD OF SUPERVISORS

154

Mrs. Joan Pullen
Clerk of the Board

2565

15

JP:DM:kb
Encls.

cc: *Pull. wks.*

CAPITOL EXPRESSWAY

IV Santa Clara County, City of San Jose
District

URBAN EXTENSION PROJECT 1015, UE-1

This Agreement, made in triplicate this 19th day of August,

1963 by and between the County of Santa Clara and the City of San Jose, State of California, acting jointly hereinafter referred to as the "Local Agency", 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, except that the Department will make the final preparations for advertising, will advertise and award the contract and will make payments to the contractor as same become due. Therefore, Paragraph 7 of Article III, Paragraph 1 of Article IV, Paragraph 3 of Article VI, Paragraph 1 of Article VIII and all other references in Exhibit A to advertisement and award of the contract by Local Agency do not apply.

The Board of Supervisors of the County of Santa Clara by Resolution dated AUG 19, 1963 and the City Council of the City of San Jose by Resolution dated September 10, 1963, 1963 have each 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:

R. A. Hayler
District Engineer

[Signature]
City & County Projects Engineer

Approved as to Form and Procedure:

[Signature]
ATTORNEY for the Department

County of Santa Clara

By [Signature]
Chairman of the Board of Supervisors
City of San Jose Robert Welch

BY: _____ MAYOR
MANAGER

By [Signature]
ATTEST:

Approved as to Form: [Signature]
CITY CLERK

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

J. C. WOMACK
State Highway Engineer

By [Signature]
Deputy State Highway Engineer

cc: Pub. wks

ARTICLE I. RECITALS.

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

1. Under the provisions of Section 143.3 of the California Streets and Highways Code, State Highway Funds may be allocated for expenditure on the urban extensions of the Federal-aid Secondary system upon projects selected by the cities and counties in cooperation with the State.

2. The project subject to this agreement has been so selected by the Local Agency and approved by the California Highway Commission and the Department, and State Highway Funds are now available for the project.

3. The Department is required to enter into an agreement with the Local Agency relative to the prosecution of the project and the obligation of participating State Highway Funds.

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

ARTICLE II. RIGHT-OF-WAY.

1. 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.

2. All rights-of-way necessary for the construction of the improvement will be acquired by the Local Agency and all costs in connection therewith will be financed from other than State Funds.

3. The Local Agency will certify to the Department prior to the advertisement for bids by contractors that the necessary rights-of-way are available for the immediate construction proposed for contract.

4. If stage construction is contemplated, the Local Agency will furnish evidence to the Department prior to the advertisement of any contract that sufficient rights-of-way have been acquired or satisfactorily protected to assure completion of all stages of the ultimate facility proposed and approved.

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

ARTICLE III. ENGINEERING.

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

2. 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.

3. Local Agency employees or Local Agency's consultant shall perform all engineering work except for the work involved in checking the plans, specifications and estimates prior to advertisement; which work will be done by State forces. It is agreed that other State engineering assistance will be furnished only upon written request of the Local Agency.

4. When the cost of Preliminary Engineering or Construction Engineering incurred by the Local Agency is to be borne in part by State Highway funds, State participation therein shall be limited to one-half the actual cost of services performed, including compensation and expense of personnel working on the project, the required materials and the use of Local Agency-owned automobiles. The Local Agency will contribute its general administrative and overhead expense.

5. The Local Agency will deposit with the Division of Highways sufficient funds to cover the estimated cost of any preliminary engineering to be furnished by the State. Such advances for State-furnished preliminary engineering shall be made by the Local Agency when requesting State assistance or upon demand by the Department.

6. When construction engineering is to be performed by State forces, the estimated cost of the work may be covered either by Local Agency funds deposited in advance with the Division of Highways or by State Highway Funds.

7. State Highway Funds will not be advanced to defray engineering costs until after award of the contract by the Local Agency and any advances made by the Department for such purposes shall be considered as part of the eighty per cent (80%) of the State's share of the cost of the project to be advanced in accordance with paragraph 3 of Article VI of this agreement.

ARTICLE IV. PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE.

1. Prior to advertising for bids by contractors, the Local Agency and the Department must agree on the adequacy of the final contract plans, the specifications and the Engineer's Estimate of quantities, unit prices and cost. The Local Agency will submit three prints of the complete plans and three complete drafts of the specifications and the Engineer's Estimate to the Department, through the District Engineer of the Division of Highways, sufficiently in advance of the proposed advertising date to permit thorough review and adjustment of variances.

2. The specifications shall contain no provisions limiting the contractor's employees to residents of any particular locality or area of the United States; nor shall they contain any provision that would prevent the contractor from obtaining the most suitable materials, supplies and equipment at the greatest economy from any source permitted under State law.

3. After written approval by the Department, the plans, specifications and estimate shall not thereafter be modified without prior approval by the Department.

ARTICLE V. ADVERTISEMENT AND AWARD OF CONTRACT.

1. Actual construction work will be performed by contract. The Local Agency, or another public agency acting in the Local Agency's behalf, will make preparations for advertising, will advertise, award and administer the contract or contracts and will make all payments to contractors, and pay all other costs in connection with the contract or contracts.

2. No contract shall be advertised in advance of execution of this agreement and approval by the Department of the final contract plans, specifications, Engineer's Estimate and the Local Agency's right-of-way certificate.

3. No contract shall be awarded for an amount in excess of the Engineer's Estimate or in excess of the lowest regular bid received unless sufficient funds are available and both the Department and the Local Agency agree to such award.

ARTICLE VI. FUNDS.

1. All expenditures incurred by the Local Agency prior to approval of the project by the California Highway Commission shall be considered as not a part of the project costs and State Highway Funds shall not participate in such prior expenditures.

2. State participation will be limited to one-half the actual cost of the project, after excluding the cost of any item or items not eligible for State participation; or to the allocation of funds available for the project, whichever is the lesser amount.

3. Eighty per cent (80%) of the State's share of the cost of the project, estimated upon the basis of contract prices, and estimated costs of appurtenant items, will be advanced to the Local Agency upon award of the contract. The remainder of the State's share of the actual cost will be paid to the Local Agency upon completion of the contract and submission of a final report prepared by the Local Agency in the form prescribed by the Department.

4. Upon completion of any contract or any appurtenant item, the amounts payable by the parties hereto will be adjusted upon the basis of the actual final cost of such contract or appurtenant item as shown by the project records. Any advances of funds made by the State in excess of the State's share of the actual cost of the contract or appurtenant items shall be refunded to the State upon demand. Any amounts found due the Local Agency will be paid to the Local Agency upon receipt of the Local Agency's bills.

5. Funds deposited with the Division of Highways by the Local Agency to cover the cost of work to be done by State forces but not expended, will be refunded to the Local Agency.

6. State Highway Funds may not be used to finance the costs of claims submitted by Public Utilities or others; excepting only claims for other than right-of-way delays submitted by the contractor and found to the satisfaction of the Department to be properly chargeable to the contract.

7. The Department shall be given access to the Local Agency's records for the purpose of verifying the cost of work performed under this agreement.

ARTICLE VII. MAINTENANCE.

Upon completion and acceptance of the contract, maintenance of the improvement shall become the responsibility of the Local Agency. The Local Agency agrees to maintain the improvement in good condition, preserving not only the general physical features of the roadway and surfacing, but also all safety and regulatory features, devices and appurtenances built into the project, and none of said safety features, devices and appurtenances shall be removed, eliminated or decreased in effectiveness without the prior approval of the Department. Access rights acquired for the project are considered to be included in the aforementioned safety features.

ARTICLE VIII. RECORDS TO BE FURNISHED TO THE DEPARTMENT.

1. Upon receipt of satisfactory bids from contractors, the Local Agency shall furnish the District Engineer of the Division of Highways four copies of the letter or other instru-

ment of award to the successful bidder together with four copies of a summary of bids and four copies of the contract.

2. Upon completion of the contract the Local Agency will prepare and file with the District Engineer of the Division of Highways four copies of a final report similar in context to those prepared for State Highway projects.

ARTICLE IX. CONFLICTING PROVISIONS.

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 and Brief Description of Work Proposed:

Approved Federal-aid Secondary Urban Extension Project IV-SC1-FAS 1015, UE-1, in Santa Clara County and the City of San Jose, covering proposed two-lane grading, surfacing and bridge construction (Stage Construction) on CAPITOL EXPRESSWAY between Senter Road and Tuers Road, net length 0.6 miles.

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	\$288,879.00	
Supplemental Work	22,500.00	
Subtotal	<u>\$311,379.00</u>	
Contingencies	<u>15,521.00</u>	
CONTRACT TOTAL		\$326,900.00
CONSTRUCTION ENGINEERING (State-furnished)		3,000.00
CONSTRUCTION ENGINEERING (Local Agency)		<u>30,600.00</u>
	TOTAL	<u>\$362,000.00</u>

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

State Highway Funds (Chapter 143.3)	\$181,000.00
Local Agency Funds	181,000.00

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 Local Agency 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 projects any portion of such deposit not required for this project. The Local Agency 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. This project will be constructed under a Department of Public Works contract which will also include similar construction on Capitol Expressway between Tuers Road and Aborn Road

which similar construction is covered in detail by a separate County-State Agreement between the County of Santa Clara and the Department.

ARTICLE VIII - Special Covenants:

1. This project has been approved as stage construction. The Local Agency agrees to complete the improvement to the final stage with or without State participation.

2. It is understood that State participation may be applied to a part of the costs of Construction Engineering, and that the Local Agency may submit to the Division of Highways bills for its direct Construction Engineering expenditures, in order to secure the maximum permissible State participation in the total project cost.

ORDINANCE NO. 11099

EMERGENCY ORDINANCE OF THE CITY OF SAN JOSE AUTHORIZING EXECUTION, ON BEHALF OF SAID CITY, OF A CERTAIN AGREEMENT FOR CONSTRUCTION OF A PORTION OF CAPITOL EXPRESSWAY, APPROPRIATING MONIES TO PAY THE COSTS AND EXPENSES THEREOF FROM THE SALES TAX IMPROVEMENT FUND, AUTHORIZING THE CITY MANAGER TO EXPEND SAID MONIES FOR SAID PURPOSES, AND STATING THE REASON FOR ITS URGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SAN JOSE:

SECTION 1. The Mayor and City Manager are hereby authorized to execute that certain agreement entitled, "Local Agency-State Agreement No. UE64-1 Federal-Aid Secondary Roads Capitol Expressway District IV Santa Clara County, City of San Jose Urban Extension Project 1015, UE-1", a copy of which is on file in the office of the City Clerk. Said agreement provides that the County of Santa Clara and the City of San Jose, hereinafter called the "Local Agency", and the State of California Department of Public Works (Division of Highways) hereinafter called the "Department", shall construct certain improvements within Capitol Expressway between Senter Road and Tuers Road, said improvements to include two-lane grading, surfacing and bridge construction (Stage Construction) for a net length of 0.6 mile. Said agreement further provides that the estimated cost of said project is a total of \$362,000, that one-half of the cost of said project will be financed with State Highway Funds (Chapter 143.3), and one-half with Local Agency Funds, and that the Local Agency may deposit with the Division of Highways the sum of \$181,000 prior to opening of bids to permit prompt award of a contract on the basis of the lowest satisfactory bid within the estimate hereinabove specified. Actual funds for the project will be set up after bids for the work have been opened, and shall be on the basis of contract prices. Said agreement provides for adjustment of amounts of said funds as the needs arise, and for refund or transfer to other projects of any portion of such deposit not required for said project. The Local Agency agrees 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 (5) days of being notified thereof. Said agreement further provides that said project will be constructed under a contract of the Department, which will also include similar construction on Capitol Expressway between Tuers Road and Aborn Road, which similar construction is covered in detail by a separate agreement between the County of Santa Clara and the Department.

Said agreement further provides that the Local Agency agrees to complete the improvement to the final stage with or without State participation, and that costs of engineering of the Local Agency may be submitted to the Division of Highways in order that maximum permissible State participation in the total project cost may be obtained.

Reference is hereby made to said copy of said agreement on file in the office of the City Clerk for full particulars respecting the same.

SECTION 2. The sum of \$90,500 is hereby appropriated from the Sales Tax Improvement Fund for the purpose of paying the amount of the City's financial obligation under that certain agreement referred to hereinabove in Section 1 of this ordinance as limited by separate agreement with the County of Santa Clara.

SECTION 3. The City Manager is hereby authorized and directed to expend from monies appropriated by Section 2 of this ordinance such sum or sums as may be necessary to pay the financial obligation of the City under that certain agreement referred to hereinabove in Section 1 of this ordinance as limited by separate agreement with the County of Santa Clara.

SECTION 4. This Council hereby finds and declares that this ordinance is an urgency measure, effective immediately upon adoption, necessary for the immediate preservation of the public peace, health and safety in that the construction of Capitol Expressway between Senter Road and Tuers Road is urgently needed to provide facilities for vehicular traffic between Senter Road and Tuers Road, and in that unless said agreement is executed on behalf of the City of San Jose on or before the 17th day of September, 1963, State Highway Funds

(Chapter 143.3) in the estimated amount of \$181,000, being 50% of the estimated cost of constructing said improvements, will not be available during the current fiscal year, and in that without said State Highway Funds being made available to finance 50% of the costs and expenses of said project, the City of San Jose would not be able to pay its share of the total cost thereof, which is presently estimated at \$362,000, and in that unless said project is constructed in the near future, vehicular traffic congestion in the area between Senter Road and Tuers Road will become more severe and will make access in said area by police and fire department vehicles more difficult.

PASSED TO PRINT this 10th day of September, 1963,
by the following vote:

AYES: Councilmen - Doerr, Fischer, Hathaway, Pace, Shaffer,
Solari and Welch.

NOES: Councilmen - None

ABSENT: Councilmen - None

Robert I. Welch
Mayor

ROBERT I. WELCH

ATTEST:

FRANCIS L. GREINER
City Clerk

This is to certify that the foregoing is a full, true and correct copy of Ordinance No. 11099 of the Council of the City of San Jose which was given final reading and adopted on Sept. 16, 1963

Attest: Sept. 17 1963

FRANCIS L. GREINER

City Clerk of the City of San Jose,
County of Santa Clara, State of California.

By: Chas B. Pugh Deputy

346

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), the City of San Jose, and the County of Santa Clara providing for the construction of a portion of Capitol Expressway, said agreement being more particularly described as "Local Agency - State Agreement No. UE-64-1, Federal-Aid Secondary Roads" and being Urban Extension Project 1015, UE-1.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on AUG 19 1963, 1963, by the following vote:

- AYES: Supervisors, Levin [redacted] Spangler Mehrkens Sanchez
- NOES: Supervisors, None
- ABSENT: Supervisors, Della Maggiore

Ramon B. [Signature]
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors
Jean Pullan

JRK:meb - 8/1/63

cc: Co. Counsel

(6)

AUG 19 1963
 ADOPT: SL YES: 1 D-M, S-SZ
 NO: _____ ABSTAINS: _____
 ABSENT: 10