

04-SCI-0-MVW
Roads Conts & Highways
Cost Sharing - Central Expressway
State Dept of Hwy

AGREEMENT

THIS AGREEMENT, made and entered into this
day of APR 1 1969 19 , by and between the STATE
OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF
HIGHWAYS, hereinafter referred to as "State", and the
County of Santa Clara, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 189
of the Streets and Highways Code, the Public Utilities
Commission of the State of California established by
Decision No. 73511, issued on December 19, 1967, a Priority
List of Grade Separation Projects for the Year of 1968; and

WHEREAS, said Priority List includes a project
proposed by County for the construction of a grade separation
structure to carry Bailey Avenue traffic over the Southern
Pacific Company tracks and the Central Expressway in the
County of Santa Clara, California; and

WHEREAS, by Decision No. 74550, dated August 13,
1968, the Public Utilities Commission authorized the County
to construct a grade separated crossing on Bailey Avenue at
Central Expressway over the tracks of the Southern Pacific
Company, to be identified as Crossing #E-35.6-A; and on
August 12, 1968, County and Southern Pacific Company entered
into an agreement for the construction of said project which
agreement provides that Southern Pacific Company will

1 to Finance
2 to P.W.D.

contribute 10% of the actual cost of the project from which shall be deducted the actual expense incurred by Railroad and Railroad shall pay the difference to the County. In addition the Railroad agrees to contribute \$31,180.00 which represents its capitalized annual savings due to the elimination of Grade Crossing PUC No. E-35.6; and

WHEREAS, County has herein certified to State that sufficient funds are available to finance its share of the project cost, and that all other matters prerequisite to awarding a construction contract within a period of six months have been or will be taken care of within that time; and

WHEREAS, County, as specified under Section 190 of the Streets and Highways Code is not eligible to apply for a supplemental allocation unless and until the project cost has exceeded \$2,865,000 and that such request for supplemental allocation can only be based upon the amount by which the project cost exceeds \$2,865,000.00; and

WHEREAS, the California Highway Commission on September 24, 1968, allocated the sum of \$1,241,086, which sum represents 48.7% of the estimated cost of the State participating portion of said project after deducting Railroad's contribution, and will be used to finance State's share of said cost, as provided by Section 190 of the Streets and Highways Code; and

WHEREAS, the California Highway Commission by Resolution No. F-3009 dated September 24, 1968, authorized the Department of Public Works to enter into an agreement,

which agreement is to provide reimbursement to the County in a sum not to exceed \$1,241,086, which is 48.7% of the cost of the State participating portion of said project after deducting Railroad's agreed contribution, provided, however, County establishes to the satisfaction of the Department of Public Works that all sums expended or to be expended by County for the project are reasonable and a necessary part of the project;

NOW, THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto, as hereinafter set forth, State and County agree as follows:

1. County hereby certifies it has sufficient funds available to finance its share of the project cost.

2. The costs attributable to the participating project are limited to the following:

(a) Right of way: The cost of right of way shall include condemnation attorney fees, the actual payment to property owners for right of way obtained, the right of way agent's time plus travel expense and normal payroll additives, and the cost of clearing the right of way, including utility relocation costs to the extent required by law, less the value of excess lands obtained in such transactions.

(b) Engineering: Preliminary engineering shall include the actual time of engineers and designers plus travel expense and normal payroll additives.

(c) Construction costs: The amounts actually

paid to the contractor and the amounts directly expended for field supervision and inspection, including travel expense, normal payroll additives, laboratory tests, work by railroad forces and Western Union forces if any, shall constitute construction costs.

(d) Direct incidental costs: Direct incidental costs shall be limited to cost of advertising for bids, and cost of insurance and performance bonds.

(e) All additives, overhead, or administrative costs, other than those mentioned above, are excluded from the determination of the cost of the project.

3. County, in cooperation with Railroad, will undertake said grade separation project, which project consists of acquisition and clearing of necessary rights of way, preliminary and construction engineering, work by railroad forces, and Western Union forces if any, construction of said project (and closure of existing grade crossing No. E-35.6).

4. As promptly as possible, and in any event within one year after the making of the allocation by the Highway Commission, County shall award a contract for construction of said project pursuant to the laws governing County in the advertising and award of public construction contracts, and in conformance with plans and specifications prepared by or on behalf of County.

5. Within 60 days after award of contract by County for construction of the project and upon being

furnished with a copy of the executed contract and the plans and specifications, and an itemized statement from County showing expenditures actually and necessarily made by County prior to award of contract for engineering, right of way and utility relocation directly connected with the project, State will reimburse County for a portion of said expenditures equal to the product obtained by multiplying said expenditures by the ratio of State's estimated share of the total project cost to such total project cost.

6. Thereafter, as the work progresses, upon being furnished with copies of the contractor's progress estimates, or other proof satisfactory to State as to amounts actually paid the contractor and necessarily expended directly for field supervision and inspection, State will promptly reimburse County, up to the total amount allocated for the project by the Highway Commission, for a portion of the amount of said payments to the contractor, and the amounts expended by County directly for field supervision and inspection, equal to the product obtained by multiplying said expenditures by the ratio of State's estimated share of the total project cost to such total project cost.

7. Within 60 days after completion of the work and acceptance thereof by County, a detailed statement of the actual direct cost of the project will be prepared by County and furnished to State whereupon a final accounting

will be made based on the actual direct cost of the work to the County (using the definitions of costs herein provided). State's share of said actual cost will be equal to one-half of the actual direct cost of the State participating portion of the project, after deducting therefrom the amount of the Railroad's contribution, whether in the form of cash, or railroad work, or a combination thereof. State will at that time pay County the balance, if any, of State's share of said costs, not exceeding the total amount allocated for the project by the Highway Commission. If upon the final accounting it develops that State previously paid more than its share of said participating portion of the project cost, computed in said manner, County will refund to State the difference between State's share of said participating portion of the project cost, and the amount paid by State.

8. That the books, papers, records and accounts of the parties hereto, and the Contractors and subcontractors, insofar as they relate to the items of expenses for labor and material, or are in any way connected with the work herein contemplated, shall, at all reasonable times be open to inspection and audit by the agents and the authorized representatives of the parties hereto and the records relating thereto shall be retained by the parties and the contractors for a minimum of 3 years after completion of the project.

9. The total project limits and that portion for determination of State and Railroad participation are

defined in Exhibit "A" attached hereto and made a part hereof.

10. Any obligation by State (for payment of moneys) contained herein is subject and contingent upon the County of Santa Clara establishing to the satisfaction of the State that all sums expended by the County for the project, for which the County requests partial reimbursement from the State, are reasonable and are a necessary part of the project.

Any progress payments made by State pursuant to paragraphs 5 and 6 hereinbefore are not an admission by State that such expenditures were reasonable and a necessary part of the project, and if State finds in final accounting that such expenditures were not reasonable and a necessary part of the project, County will reimburse State for such advanced funds.

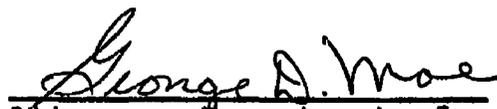
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

APPROVAL RECOMMENDED


District Engineer

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

APPROVED AS TO FORM

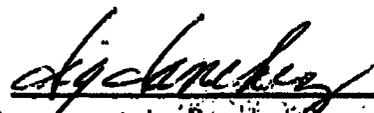

Attorney, Department of
Public Works

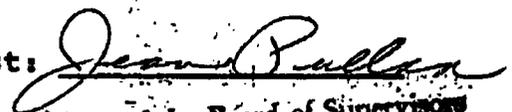
J. A. LEGARRA
State Highway Engineer

Deputy State Highway Engineer
County of Santa Clara

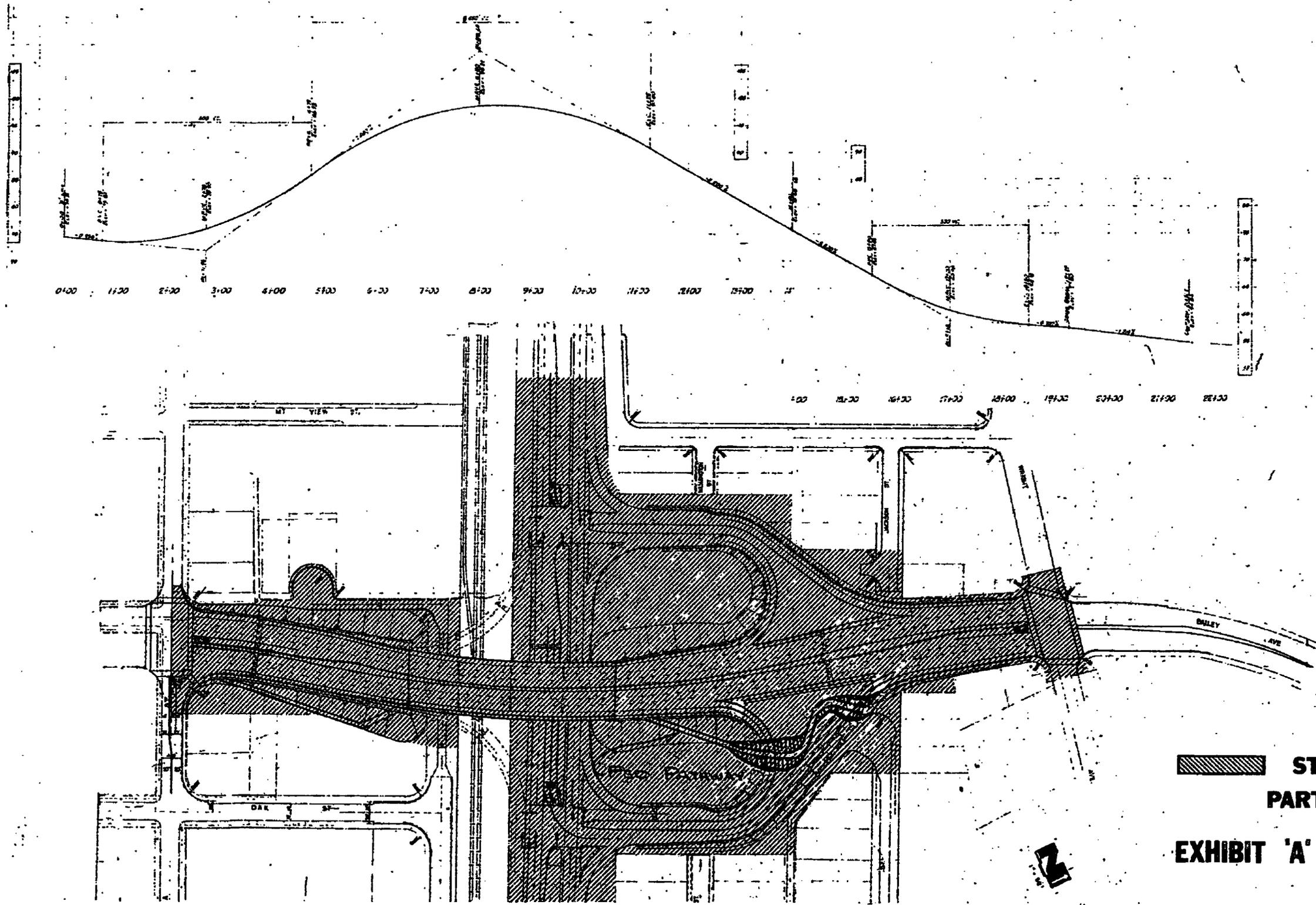
APPROVED AS TO FORM


DEPUTY COUNTY COUNSEL

By 
Chairman of the Board of Supervisors

Attest: 
Clerk of the Board of Supervisors

Board of Supervisors
70 West Hedding Street
San Jose 10, California



0100 1100 2100 3100 4100 5100 6100 7100 8100 9100 10100 11100 12100 13100 14100 15100 16100 17100 18100 19100 20100 21100 22100

0100 0200 0300 0400 0500 0600 0700 0800 0900 1000 1100 1200 1300 1400 1500 1600 1700 1800 1900 2000 2100 2200

 STATE PARTICIPATION

EXHIBIT 'A'

memorandum

TO	FROM
JEAN PULLAN, Clerk Bd. of Supervisors	J. Y. TORRES, Design Div.
SUBJECT	DATE
Central Expressway- Bailey Ave. Agreement	May 12, 1969

Attached is a fully executed copy of an agreement entered into by the Board of Supervisors on April 1, 1969 and executed by the State of California Dept. of Public Works, Division of Highways.

JYT:vlh

attachment

RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE COUNTY OF SANTA
CLARA AND THE STATE OF CALIFORNIA
RELATING TO ALLOCATION OF STATE GRADE
CROSSING FUNDS FOR CONSTRUCTION OF
BAILEY AVENUE OVERHEAD

WHEREAS, on August 13, 1968, the Public Utilities Commission authorized the County of Santa Clara to construct a grade separated crossing on Bailey Avenue at Central Expressway over the tracks of the Southern Pacific Company; and

WHEREAS, Santa Clara County and the Southern Pacific Company have entered into an agreement for construction of this project as required by section 190 of the Streets and Highways Code; and

WHEREAS, the County of Santa Clara has sufficient funds available to complete its share of the above described property; and

WHEREAS, County desires that State grade crossing funds be allocated pursuant to section 190 of the Streets and Highways Code as partial reimbursement to County for construction of this project,

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors of the County of Santa Clara, State of California, is hereby authorized and directed to execute on behalf of the County an agreement with the State of California relating to allocation of State grade crossing funds as partial reimbursement to County for construction of the aforementioned Bailey Avenue grade separation project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on APR 1 1969,

*1 - Co. Counsel
4 - State Div. of Highways*

*1 to Finance
2 to Parks*

②
APR 1 1969

by the following vote:

AYES: Supervisors ~~Mehrkens Sanchez Quinn Calvo Cortese~~

NOES: Supervisors NONE

ABSENT: Supervisors NONE


Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors



APPROVED AS TO FORM:



Deputy County Counsel

ARS:j
3-6-69

7.
April 2, 1969

Mr. Richard D. Gee
c/o Alan S. Hart, District Engineer
Division of Highways, District IV
P. O. Box 3366 - Rincon Annex
San Francisco, California 94119

Subject: Agreement with State Division of Highways
For Participation of State in the
Central Expressway-Bailey Avenue Interchange
Project - 04-SC1-O-MVw

Dear Mr. Gee:

Enclosed you will find an original and one copies of
an agreement between the County of Santa Clara and the
party (ies) named above. The Board of Supervisors at
its regularly scheduled meeting on April 1, 1969,
authorized its Chairman to execute this agreement on
behalf of the County.

After execution of all copies, we would appreciate your
returning one copy (ies) to this office.

Very truly yours,

JEAN PULLAN, Clerk
of the Board of Supervisors

By _____
Deputy Clerk

JP:kb
Encls.

P.S. Also enclosed are four certified copies of a Resolution
adopted by the Board of Supervisors on April 1, 1969, author-
izing execution of this Agreement.

CC: Public Works Dept.

California

TRANSMITTAL MEMORANDUM

S.D. 5

#7

DATE: March 21, 1969

FOR: BOARD OF SUPERVISORS AGENDA OF April 1, 19 69

FROM: STEFFANI, Public Works, Design

- TITLE: 1) AGREEMENT BETWEEN COUNTY AND STATE OF CALIFORNIA
REGARDING THE CENTRAL EXPRESSWAY-BAILEY AVENUE
INTERCHANGE PROJECT
- 2) AUTHORIZING RESOLUTION

DESCRIPTION:

This agreement provides for the reimbursement to County a sum not to exceed \$1,241,086 which is 48.7% of the cost of the State's participating portion of the Central Expressway-Bailey Avenue Interchange project. State funds represent an allocation from the \$5 Million Grade Separation Fund.

Approval is recommended.

Please return the executed documents, including four certified copies of the resolution to:

Alan S. Hart, District Engineer
Division of Highways, District IV
P.O.Box 3366 - Rincon Annex
San Francisco, California 94119

Attn: Mr. Richard D. Gee

JYT:ee

Attachments

RM

APPROVED: _____

JAMES T. POTT, COUNTY ENGINEER

<u>AGENDA DATA</u>	
DATE:	_____
ITEM NO:	_____
BOARD ACTION	_____
_____	_____
_____	_____

APR 1 1969 *CP*

PROJECT LOCATION



*CENTRAL EXP. ~ BAILEY AVE
LOCATION MAP*