

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
**DIVISION OF HIGHWAYS**  
DISTRICT IV  
STATE BUILDING  
SAN FRANCISCO, CALIFORNIA

January 9, 1939

PLEASE REFER  
TO FILE NO.

IV-SCr-SC1-Fdr.  
F.A.S. 81

Clerk of the  
Board of Supervisors  
Santa Clara County  
San Jose, California

Dear Sir:

Attached, for your files, is fully  
executed copy of the construction and maintenance  
agreement between Santa Clara County and the State,  
covering County's participation in the above feeder  
road project.

Very truly yours,

Jno. H. Skeggs  
District Engineer

By: *P. O. Harding*  
P. O. Harding  
Assistant District Engineer

AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF  
A FEEDER ROAD PROJECT IN THE ~~COUNTIES~~ OF SANTA CRUZ-SANTA CLARA  
BETWEEN Woodwardia and Hall's Bridge.

THIS AGREEMENT, made and executed in sextuplicate this  
5<sup>th</sup> day of December, 1938, by and between the County of  
Santa Clara, State of California, a body corporate  
and politic, hereinafter for convenience referred to as "the  
County," and the Department of Public Works (Division of  
Highways) of the State of California, hereinafter for con-  
venience referred to as "the Department,"

W I T N E S S E T H:

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

1. Under the provisions of Section 7 of an act entitled  
"An act to amend the Federal Highway Act approved July 11,  
1916, as amended and supplemented, and for other purposes,"  
approved June 16, 1936, Public No. 686, 74th Congress, H. R.  
11687, the Secretary of Agriculture of the United States has  
apportioned to the State of California the sum of Nine Hundred  
Seventy-one Thousand Six Hundred Forty-four dollars (\$971,644.00)  
for the fiscal year ending June 30, 1938, and the sum of Nine  
Hundred Forty-seven Thousand Fifty-four dollars (\$947,054.00) for  
the fiscal year ending June 30, 1939, for the construction of  
secondary or feeder roads under the provisions of the Federal  
Highway Act of 1921, as amended and supplemented.

2. At a meeting of the California Highway Commission held  
in the City of Sacramento on June 17, 1937, said commission  
duly passed and adopted a resolution authorizing the Department

of Public Works to prepare and submit programs to the Bureau of Public Roads for its approval for the purpose of utilizing all moneys so apportioned to the State of California for said fiscal years ending June 30, 1938, and June 30, 1939. The Department has submitted to the United States Bureau of Public Roads proposed programs of expenditures of the moneys so apportioned for said fiscal years ending June 30, 1938, and June 30, 1939. Said program for the fiscal year ending June 30, 1938 was approved by the said Bureau on the 15th day of July, 1937, with subsequent minor revisions on the 22nd day of January, 1938, and the 5th day of April, 1938. Said program for the fiscal year ending June 30, 1939 was approved by the said Bureau on the 27th day of May, 1938.

3. The work contemplated to be done under this agreement is included in the program for the fiscal year ending June 30, 1939, and consists of the improvement of a portion of a public highway of the County known as Burrell Gap road between Woodwardia and Hall's Bridge

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties agree as follows:

Article II. Cooperation with the United States.

1. It is recognized that this agreement is made and the work pending is to be performed in the consummation of a program and the execution of a law of the United States of America and that it will be necessary for this agreement to be approved by the appropriate officers of the Government of the United States, acting pursuant to said law and to the rules and regulations of the Secretary of Agriculture promulgated thereunder

or which may hereafter be promulgated thereunder, and that full compliance with such rules and regulations will be necessary and will be expected of both parties hereto.

It is, therefore, agreed that each party will take all proper and appropriate action to secure the necessary approval of this agreement on behalf of the Government of the United States and of any plans prepared hereunder and of any contract to be awarded hereunder. This contract shall not be fully operative between the parties until the same has been approved on behalf of the Government of the United States.

Article III. Character and Method of Construction.

1. The work to be done consists of providing drainage facilities, clearing, grading and surfacing.

---

---

Article IV. Control of Work.

1. Such rights of way as are necessary for the construction of the proposed improvement, free and clear of all obstructions and encumbrances, will be secured by the County at its sole cost and expense. The term "right of way" as used herein includes the acquisition of all real property necessary for the construction of the proposed improvement and the payment of all damages to real property not actually taken but injuriously affected by the proposed improvement.

2. All preliminary work, including but not restricted to, preliminary surveys, soil investigations, preparation of plans, and design of structures will be done by the County at its sole cost and expense. Such work will be done by the

Department on request of the County on condition that the estimated total cost made by the Department is first paid by the County to the Department. The Department reserves the right to check and approve the design of all structures; and the cost to the Department in checking and approving such design will be paid by the County.

3. Inasmuch as the cost of such work as is necessary to be done by the Department in the writing of specifications, printing, advertising for bids, and awarding the contract, is difficult to segregate for a single project, the County agrees to pay the Department the sum of One Hundred Seventy-five Dollars (\$175.00) to cover said work.

4. 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 the County agree to such award.

5. The Department will retain full control of the contract and will supervise or perform all necessary engineering and other services in connection with the execution thereof and the completion of the project.

#### Article V. Funds.

1. It is understood and agreed that except for general administrative expenses incurred by the Department, the total expense of the project must be ultimately borne by funds furnished by the County and funds made available for this project by the Government of the United States under the provisions

of the act above mentioned. The County agrees that it will bear the total cost of the project over and above the contributions of the Government of the United States, including, but not restricted to, the total cost of preliminary engineering whether done by the Department or by the County, the total cost for right of way, all contract payments, and all other engineering and other expenses incurred or paid.

2. The Department will make all contract payments as the same come due, pending reimbursement by the Government of the United States in accordance with the rules and regulations of the Secretary of Agriculture. As to the contributions to be made by the County to said project, payment will be made to the Department as hereinafter provided.

3. On or before the 15th day of December, 1938, the County will pay to the Department the sum of Sixteen Thousand Dollars (\$ 16,000 ).

On or before the 25th day of April, 1939, the County will pay to the Department the sum of Seven Hundred Dollars (\$700).

It is understood that the County of Santa Cruz, on or about the same dates, will contribute equal amounts, as shown above, toward the cost of construction of this project.

Said sums from both Counties includes the amount set forth in Article IV, Section 3 herein, plus such amounts necessary for preliminary testing and investigation required by the Department and the U.S. Bureau of Public Roads.

On demand after May 15, 1939, the County will pay to the Department such additional <sup>joint</sup> amounts as are necessary to result in the payment to the Department of all sums expended by it on said project over and above those already paid by the County and those for which the Department has received or will receive reimbursement from the Government of the United States. The County agrees that in the event of default in making any of said payments, the State Controller may and he is hereby authorized by the County to withhold all sums due or thereafter to become due for said project from any apportionments of moneys to the County from the Motor Vehicle Fund or the Motor Vehicle Fuel Fund, and pay such withheld sums to the credit of any fund designated by the Department.

4. Exclusive of the cost and expense of preliminary engineering and right of way, it is estimated that the total cost of the project will not exceed Seventy-eight Thousand, Six Hundred Dollars (\$ 78,600 ). The Department will not expend more than said sum exclusive of the cost and expense of preliminary engineering and right of way on the project unless a further agreement is made with the County. It is agreed, however, that should the total cost of the project as planned for any reason tend to exceed said sum, and the excess cost will not be reimbursed to the Department by the Government of the United States, the Department may eliminate such items or such part or portion of the work as in its judgment is best to be eliminated in order to keep the total expenditures within the limit of funds available.

**Joint**

5. In the event that the ~~the~~ amount paid to the Department by the County exceeds the difference between the total cost of the project and the amount of reimbursement on account of the project received by the Department from the Government of the United States, the Department will return such excess **Joint** funds to the County within thirty (30) days after receipt of final payment from the Government of the United States, or the surplus may be credited to any similar county project with the consent of the County. The Department reserves the right to withhold the return of such surplus to cover any claims which may be filed against the Department by any person in connection with this project.

Article VI. Maintenance.

The County ~~the~~ agrees that if the project covered by this agreement is approved by the Secretary of Agriculture and if constructed by the Department and the Secretary of Agriculture, the County will thereafter at its own cost and expense maintain **jointly with Santa Cruz County** the project in a manner satisfactory to the Department and to the Secretary of Agriculture, or their authorized representatives, and will make ample provision each year for such maintenance.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the County the 5<sup>th</sup> day of December,



1938, and the Department on the 23<sup>rd</sup> day of December,  
1938.

COUNTY OF Santa Clara  
a Body Politic and Corporate

By J. H. Keston  
Chairman of the Board of Supervisors  
of said County.

DEPARTMENT OF PUBLIC WORKS,  
DIVISION OF HIGHWAYS OF THE  
STATE OF CALIFORNIA

By [Signature]  
Director of Public Works

Approval Recommended By:

C. H. PURCELL  
State Highway Engineer

By [Signature]  
Assistant State Highway Engineer

C. H. PURCELL  
State Highway Engineer

(Note: Any official signing for or on behalf of the County should attach an original or authenticated copy of the resolution, ordinance or charter provision under the authority of which he has executed this agreement.)

[Signature]  
Robert Red

OK  
[Signature]

EXCERPT FROM THE MINUTES OF THE BOARD OF SUPERVISORS'  
MEETING HELD DECEMBER 5, 1938.

On motion of Supervisor Cooley, seconded by Supervisor McKinnon, it is unanimously ordered that the chairman be authorized to sign an agreement for construction and maintenance of a feeder road project in the Counties of Santa Cruz-Santa Clara, between Woodwardia and Hall's bridge, between Santa Clara County and the State Department of Public Works.

ATTEST: FRANK W. HOGAN, CLERK.

By Eugene M. Don  
Deputy Clerk.

Agreement, Air of Highway #346  
Under Red Project

File

FILED  
JAN 16 1939  
FRANK W. HOOGAN, Clerk  
By H. S. Porter Deputy

Burwell - Woodwardia Rd.

ACK'D \_\_\_\_\_  
REC'D JAN 6 - 1939  
ANS'D \_\_\_\_\_