

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
**DIVISION OF HIGHWAYS**  
DISTRICT IV  
150 OAK STREET  
SAN FRANCISCO 2, CALIFORNIA  
UNDERHILL 3-0222

ADDRESS ALL COMMUNICATIONS TO  
P. O. BOX 3386, RINCON ANNEX  
SAN FRANCISCO 19

July 8, 1957

PLEASE REFER  
TO FILE NO.

IV-SC1-S-1012(2)  
Story Road

Mr. Leonard Bushnell  
Road Commissioner  
Santa Clara County  
First & Rosa Streets  
San Jose, California

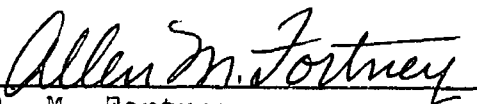
Dear Mr. Bushnell:

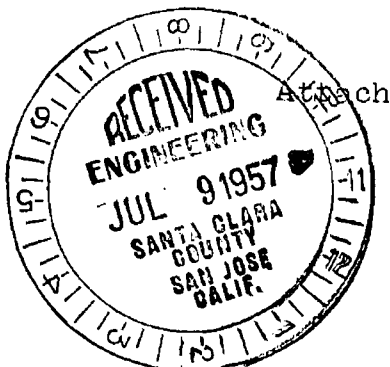
Attached for the files of the County of Santa Clara is executed copy of County-State Agreement No. 18, dated June 24, 1957, covering proposed construction on Story Road, between Coyote Creek Bridges and Bayshore Highway, Project S-1012(2).

Yours very truly,

B. W. Booker  
Assistant State Highway Engineer

By

  
A. M. Fortney  
Assistant City and County Cooperative  
Projects Engineer



15

RESOLUTION

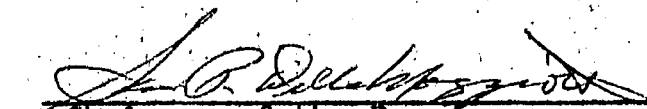
RESOLVED, that the Chairman of the Board be authorized to execute County-State Agreement No. 18 Federal Aid Secondary Roads covering construction on Story Road, between Coyote Creek Bridges and Bayshore Highway, FAS Project S-1012(2).

Passed and adopted by the Board of Supervisors, County of Santa Clara, California, on roll call vote this 24th day of June, 1957.

AYES: Supervisors, Brown, Della Maggione, Hubbard, Levin, Slight

NOES: Supervisors, None

ABSENT: Supervisors, None

  
Chairman of the Board

ATTEST: RICHARD OLSON, Clerk of the Board

By 

Clerk of the Board

SEAL

L-11

COUNTY-STATE AGREEMENT NO. 18  
FEDERAL AID SECONDARY ROADS

IV Santa Clara  
District County  
FEDERAL PROJECT S-1012(2)

Story Road

THIS AGREEMENT, made in duplicate this 24th day of June, 19 57,

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 June 24, 1957 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:

County of Santa Clara

L. L. Wignam  
District Engineer

W. D. Brown  
District No. 1  
District No. 2  
Chairman of the Board of Supervisors

H. B. LA FORGE  
H. B. La Forge  
Assistant Engineer of Federal Secondary Roads

R. P. Lewis  
District No. 3  
District No. 4  
District No. 5  
STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

Engineer, Federal Secondary Roads

Approved as to Form and Procedure:

G. T. McCOY  
State Highway Engineer

Conrad N. A. Hill  
ATTORNEY for the Department

By Chas. E. Wente  
Deputy State Highway 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 and Brief Description of Work.

On approved Federal-Aid Secondary Project S-1012(2), in Santa Clara County, covering proposed four-lane construction on STORY ROAD between Coyote Creek Bridges and Bayshore Highway, net length 1.1 miles.

Article VII - Funds.

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

Preliminary Engineering		\$ 1,000.00
Contract Items	\$239,961.50	
Supplemental Work	<u>5,500.00</u>	
Subtotal	\$245,461.50	
Contingencies	<u>12,338.50</u>	
Contract Total		\$257,800.00
Construction Engineering		<u>25,700.00</u>
Total		\$284,500.00

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

Federal-Aid Secondary Funds	\$100,468.00
State Highway Matching Funds	71,421.00
State Highway Construction Funds	11,380.00
County funds already deposited	66,000.00
County funds to be transferred from the County Reserve	16,121.00
County funds still to be made available	19,110.00

3. The actual funds for the project will be set up after the bids 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 agrees to deposit the necessary matching funds (not already deposited) with the Division of Highways within five days of being notified of the amount required to award a contract to the lowest satisfactory bidder.

Article VIII - Special Covenants.

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

2. It is understood that Federal and State participation will be applied to the costs of Construction Engineering, and that the County will submit to the Division of Highways bills for its direct Construction Engineering expenditures.

3. The State, in addition to supplying State Highway Matching funds as mentioned in paragraph 2 of above Article VII, will contribute one-half the actual cost of revision and addition to the traffic signals at the intersection of Story Road and Bayshore Highway (State Highway Route 68) and will contribute the entire actual cost of all other construction within the State's right of way, including a proportionate share of the construction engineering. These costs are presently estimated as follows:

Total cost signals	\$4,400.00	
State's 50% share of signal costs		\$2,200.00
All other construction within State's right of way		7,500.00
Construction Engineering based on above cost	1,680.00	
		<hr/>
		\$11,380.00