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STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
DISTRICT IV
2001 VAN NESS AVENUE
SAN FRANCISCO 9, CALIFORNIA

ADDRESS ALL COMMUNICATIONS TO
P. O. BOX 3366, RINCON ANNEX
SAN FRANCISCO 19

December 13, 1948

PLEASE REFER
TO FILE NO.

Mr. R. B. Chandler
County Surveyor
Santa Clara County Court House
San Jose, California

IV-SC1-FAS-1012
S-1012(1)
Story Road

Dear Sir:

Attached, for the files of the County of Santa Clara, is executed copy of County-State Agreement covering proposed construction on Story Road, FAS Route 1012, in Santa Clara County.

For your information and guidance in connection with all FAS projects on county roads, our Attorney has ruled that any claim against the county shall be filed within one year after the claim item has accrued. The matter of "Claims" is covered in Article IV-5 of the County-State Agreements.

It is the Attorney's opinion that the "cause of action would accrue as to any item ruled by the PRA to be nonreimbursable as soon as the PRA ruling was made."

Yours very truly

JNO. H. SKEGGS
Assistant State Highway Engineer

By *John L. Kergel*

JOHN L. KERGEL
Assistant City and County Cooperative
Projects Engineer

Attach

FILED
DEC 13 1948
ALBERT L. NEWLIN, Clerk
Newlin
DEPUTY

COUNTY-STATE AGREEMENT No. 5
FEDERAL AND SECONDARY ROADS

IV Santa Clara
District County

Story Road
McLaughlin Ave. to White Road FEDERAL PROJECT S-1012(1)

THIS AGREEMENT, made in duplicate this 6th day of December, 1948,

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 the provisions of the County Highway Aid Act of 1945, and in accordance with the provisions of the attached Exhibits A and B, which exhibits are hereby made a part of this agreement.

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

[Signature]
ASST. STATE HWY. ENG.

By *[Signature]*
Chairman - District No. 3

[Signature]
Engineer, Federal Secondary Roads

[Signature]
Supervisor District No. 1

[Signature]
Supervisor District No. 2

Approved as to Form and Procedure:

[Signature]
Supervisor District No. 4

[Signature]
Attorney

[Signature]
Supervisor District No. 5

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

By *[Signature]*
Deputy State Highway Engineer

Handwritten signature or initials

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SACRAMENTO OFFICE

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

1. Under the provisions of the Federal-Aid Highway Act of 1944 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. Under the provisions of the California "County Highway Aid Act of 1945," funds were appropriated to be expended by the "Department" to pay the State's share of construction costs, for county road projects upon the Federal Aid Secondary system.

3a. 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.

3b. The "Department" and the "County" are directed by the "County Highway Aid Act of 1945" to enter into cooperative agreements to secure such Federal and State funds as hereinbefore referred to for expenditure on county highway projects.

THEFORE, in consideration of the premises 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 the rules and regulations of the Federal Works Administrator promulgated thereunder, and that full compliance therewith will be necessary and will be required of both parties hereto.

It is therefore agreed that each party will take all proper and appropriate action necessary to secure the approval of this project by the Government of the United States, including their approval of any plans applicable thereto and of any contract to be awarded.

MAINTENANCE

The Federal Aid Act requires 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 Act, 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 can not 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 insofar as such employees are available. 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 by Federal Aid funds (and State matching 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 Public Roads Administration 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. County will, within 10 days after bid opening, either request the Department to perform necessary construction engineering or notify the Department that the County will handle such construction engineering.

In the event the County does not notify the Department within the 10 day period, such failure to notify the Department will constitute a request that the Department perform necessary construction engineering.

2. **Non-participating Items.** All costs ruled ineligible under the Federal Aid Highway Act of 1944 but property chargeable to this project shall be paid from funds provided by the "County Highway Aid Act of 1945" if available, otherwise from County Funds.

3. **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 Act of 1944 or the County Highway Aid Act of 1945.

4. **Construction Engineering.** The construction engineering is included in the estimated cost and will be paid from Federal and State funds provided employees engaged on the work are on the County or State payrolls.

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

In the event that such claims are submitted and the Public Roads Administration and State Attorneys rule such claims can not be paid by funds provided by the "Federal Aid Highway Act of 1944" or the "County Highway Aid Act of 1945," 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.

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Article VI - Location of Project & Brief Description of Work

On approved Federal-aid Secondary Route 1012 in Santa Clara County, covering proposed construction between McLaughlin Avenue and White Road, length 2.46 miles.

Article VII - Funds

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

Advertising		Paid by: County
Contract Items, road	\$ 93,192.50	
Supplemental Work	5,000.00	
Traffic	\$1,000	
Obstructions	500	
Side Ditches	2,500	
Culv. extensions	1,000	
Subtotal	<u>\$ 98,192.50</u>	
Contingencies	<u>4,907.50</u>	
Subtotal	<u>\$103,100.00</u>	
Engineering	<u>10,500.00</u>	
Subtotal	<u>\$113,600.00</u>	<u>113,600.00</u>
TOTAL		<u>\$113,600.00</u>

This project will be financed as follows:

FAS and State matching funds	\$ 55,390.55
County Funds	<u>58,209.45</u>
Total	<u>\$113,600.00</u>

2. Under the provisions of the County Highway Aid Act of 1945, the following funds have been allocated to Santa Clara County:

	<u>FAS & State Funds</u>	<u>County Funds</u>
Allocated	\$585,407.00	\$
Tentatively Obligated		
S-992(1), Leavesley-Ferguson	182,211.29	
S-1000(1), Stevens Creek	65,309.33	
Unit 1		
S-1159(2), 4th St. Ext.	66,495.83	
S-1000(1), Stevens Creek	216,000.00	
Unit 2		
S-1012(1), Story Road	55,390.55	58,209.45

The actual funds for the Project will be set up after the contract is awarded on the basis of contract prices.

APPROVED BY BOARD OF SUPERVISORS

APPROVED BY COUNTY ENGINEER

APPROVED BY COUNTY ENGINEER

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DISTRICT

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Article VIII - Special Covenants

1. Laboratory costs properly chargeable to the project will be reimbursed in whole with funds provided by the County Highway Aid Act of 1945, or County Funds.

2. On the basis of this agreement the county will deposit \$58,209.45 in county or other funds to assist in financing. Such funds will be deposited prior to award of contract.

3. All balances in FAS and State matching funds remaining after financing work covered by County-State Agreements Nos. 1, 2, 3 and 4 shall be used to finance this project, and any savings in cost of work covered by this agreement shall be credited to County funds. After payment of final voucher by the Public Roads Administration any balances in county funds will be reverted to the County.

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