

Article VI - Location of Project & Brief Description of Work

On approved Federal-Aid Secondary Route 616 in Santa Cruz and Santa Clara Counties, covering proposed construction of a 2-lane graded and surfaced highway on Summit Road, between near summit on State Highway Route 5-C and Woodwardia, approximate length 1.3 miles.

Article VII - Funds

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

Advertising			\$	2,100.00
Contract Items		\$106,428.70		
Supplemental Work				
Traffic Control	\$ 150			
Possible Underdrains	2000			
Pos. add. crusher run base	1000			
Pos. excavation below subgr.	1500			
Pos. rehandling select mat'l.	1200			
Pos. add. overhaul	500			
Relocating water lines	350	6,700.00		
	Subtotal	\$113,128.70		
Contingencies		5,871.30		
	Subtotal	\$119,000.00		
Engineering		6,000.00		
	Subtotal	\$125,000.00	125,000.00	
	Total		\$127,100.00	

This project will be financed as follows:

	Counties		Total
	Santa Clara	Santa Cruz	
1948 FAS Funds	\$ 0.00	\$30,240.00	\$ 30,240.00
County Highway Aid Act Funds	0.00	6,702.16	6,702.16
County Funds to be deposited	63,550.00	24,507.84	88,057.84
County Funds already deposited	0.00	2,100.00	2,100.00
Totals	\$63,550.00	\$63,550.00	\$127,100.00

2. The following tabulation indicates the status of funds available to Santa Cruz County for the financing of this project:

	1944 FAS Funds	1948 FAS Funds	CHAA Funds	County Funds
Allocated	\$109,904.00	\$65,574.00	\$97,770.00	\$
Tentatively Obligated:				
S-1146(1) FA	37,300.00		31,329.06	976.36
S-1145(1) FA	46,000.00		35,259.63	1,175.25
S-1147(1) FR	26,604.00	2,896.00	24,479.15	800.00
S-616(2) CSA		30,240.00	6,702.16	26,607.84
Totals	\$109,904.00	\$33,136.00	\$97,770.00	
Balances	\$ 0.00	\$32,438.00	0.00	

FA = Final Adjustment. FR = Final Report. CSA = County-State Agreement Amount.

Santa Clara
Santa Cruz
District County

Summit Road

FEDERAL PROJECT S-616(2)

THIS AGREEMENT, made in duplicate this 28th day of May 1951, by Santa Clara County; and this 22nd day of May 1951, by Santa Cruz County, 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 and Santa Cruz Counties agree to provide necessary matching funds prior to award of contract.

The Boards of Supervisors of the County of Santa Clara by Resolution dated May 28th, 1951, and of the County of Santa Cruz by Resolution dated May 22, 1951, have approved this agreement and authorized its execution.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the days and year first above written.

Approval Recommended:

[Signature]
ASST. STATE HWY. ENG.

[Signature]
Engineer, Federal Secondary Roads

Approved as to Form and Procedure:

[Signature]
Attorney

County of Santa Clara
By [Signature]
Chairman of the Board of Supervisors

County of Santa Cruz
By [Signature]
Chairman of the Board of Supervisors

State of California
Department of Public Works
Division of Highways

By [Signature]
Deputy State Highway Engineer

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

Article VIII - Special Covenants

1. Laboratory costs properly chargeable to the project will be reimbursed in whole with funds provided by the Counties.
2. If the Counties propose to use funds appropriated by Chapter 20, Statutes of 1946, to assist in financing this project, the necessary forms required in connection with securing and assigning these funds must be filed with the State Allocation Board, Department of Finance, before this project is released for advertising.
3. Necessary funds will be deposited by the respective Counties with the State Division of Highways within five (5) days after notification of receipt of a satisfactory low bid.
4. It is understood that Santa Cruz County is to be responsible for maintaining this improvement satisfactory to the agents of the U. S. Bureau of Public Roads. This does not prevent Santa Cruz County from dividing either the costs or responsibility of maintenance with Santa Clara County by a separate agreement.

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.

RESOLUTION

On the Motion of Supervisor Campbell
duly seconded by Supervisor Wool
the following resolution is adopted.

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that the Chairman of said Board be, and he hereby is authorized and directed to execute, in triplicate, on behalf of said County that certain agreement dated May 28, 1951, entitled County-State Agreement No. 5, Federal-Aid Secondary Roads, covering proposed construction of a 2-lane graded and surfaced highway on Summit Road, between near summit on State Highway Route 5-0 and Woodwardia, approximate length 1.3 miles on FAS Route 616 in Santa Cruz and Santa Clara Counties, California Federal-Aid Secondary Project S-616 (2).

PASSED AND ADOPTED this 28th day of May, 1951, by the following vote:

AYES: Supervisors Campbell, McKinnon, PFEIFLE, Wool, Brown

NOES: Supervisors None

ABSENT: Supervisors None

William V. Pfeifle
Chairman of said Board

ATTEST:
Richard Olson
Clerk of said Board

State of California, County of Santa Clara-SS

I, E. T. McGeehee, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Santa Clara, State of California, do hereby certify that the foregoing is a true and correct copy of a resolution passed and adopted by and entered in the Minutes of the said Board.

In witness whereof I have hereunto set my hand and affixed the seal of the said Board, on May 28th, 1951

E. T. McGeehee, County Clerk

By Richard Olson Deputy Clerk

On the Motion of Supervisor Oettl

duly seconded by Supervisor Foster

the following resolution is adopted.

BE IT RESOLVED by the Board of Supervisors of the County of Santa Cruz, State of California, that the ~~Members~~ ^{Chairman} of said Board ~~be~~ ^{he} ~~is~~ ^{is} hereby ~~are~~ authorized and directed to execute, in triplicate, on behalf of said County that certain agreement dated May 22, 1951, entitled County-State Agreement No. 5, Federal-Aid Secondary Roads, covering proposed construction of a 2-lane graded and surfaced highway on Summit Road, between near summit on State Highway Route 5-C and Woodwardia, approximate length 1.3 miles on FAS Route 616 in Santa Cruz and Santa Clara Counties, California Federal-Aid Secondary Project S-616 (2).

PASSED AND ADOPTED this 22nd day of May, 1951, by the following vote:

AYES: Supervisors Clement, Foster, Oettl, Rowe and Gregory.

NOES: Supervisors none.

ABSENT: Supervisors none.

Alvin V. Gregory
Chairman of said Board.

ATTEST:

H. E. Miller
Clerk of said Board.

State of California, County of Santa Cruz--ss.

I, H. E. Miller, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing is a true and correct copy of a resolution passed and adopted by and entered in the Minutes of the said Board.

In witness whereof I have hereunto set my hand and affixed the

seal of the said Board, on May 22, 1951

H. E. MILLER, County Clerk

By Emma Rodhouse Deputy Clerk

SUMMIT ROAD RIGHT OF WAY

Certification No. 2 Right of Way

The County of Santa Clara hereby certifies in connection with the right of way for Project IV-Scr-SC1-S-616 (2) that:

1. Condemnation suit has been filed and the right of immediate possession has been obtained for those parcels which had not been obtained by negotiation.

2. Sheds existing in the right of way will be disposed of prior to construction. The Pacific Telephone and Telegraph Company will provide additional support for the existing cable line. Pacific Gas & Electric Company and Los Gatos Telephone will move their poles to facilitate construction. No delay to the contractor for the construction of the road therefore.

In making this certification, the county agrees to hold the State harmless from any liability which may be established by and in the event the right of way is not clear as herein certified.

COUNTY OF Santa Clara
By William L. Pfeifle
Chairman, Board of Supervisors

PASSED AND ADOPTED BY the Board of Supervisors of the County of Santa Clara, State of California, this 28th day of May, 1951, by the following vote:

AYES: Supervisors, Campbell, McKinnon, PFEIFLE, Wool, Brown

NOES: Supervisors, None

ABSENT: Supervisors, None

ATTEST: E. T. McGeehee, County Clerk and ex officio Clerk of said Board of Supervisors

By Richard Olson
Deputy

FILED
MAY 28 1951

E. T. MCGEHEE, Clerk

BY Richard Olson
DEPUTY

B.C. Mc-10-P

C-4

RESOLUTION

On the Motion of Supervisor Campbell
duly seconded by Supervisor Wool
the following resolution is adopted.

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that the Chairman of said Board be, and he hereby is authorized and directed to execute, in triplicate, on behalf of said County that certain agreement dated May 28, 1951, entitled County-State Agreement No. 52, Federal-Aid Secondary Roads, covering proposed construction of a 2-lane graded and surfaced highway on Summit Road, between near summit on State Highway Route 5-C and Woodwardia, approximate length 1.3 miles on FAS Route 616 in Santa Cruz and Santa Clara Counties, California Federal-Aid Secondary Project S-616 (2).

PASSED AND ADOPTED this 28th day of May, 1951, by the following vote:

AYES: Supervisors Campbell, McKinnon, PFEIFLE, Wool, Brown
NOES: Supervisors None
ABSENT: Supervisors None

William J. Pfeifle
Chairman of said Board

ATTEST:
Richard Olson
Clerk of said Board

State of California, County of Santa Clara-SS

I, E. T. McGeehee, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Santa Clara, State of California, do hereby certify that the foregoing is a true and correct copy of a resolution passed and adopted by and entered in the Minutes of the said Board.

In witness whereof I have hereunto set my hand and affixed the seal of the said Board, on May 28th, 1951

E. T. McGeehee, County Clerk

By *Richard Olson* Deputy Clerk

FILED
MAY 28 1951

E. T. MCGEEHEE, Clerk
BY *Richard Olson*
DEPUTY

D. C. McLaughlin

CV

DEBITA

E. T. MCGEEHEE, Clerk

MAY 28 1951

LETTER

TO THE HONORABLE CLERK OF THE DISTRICT COURT
AT THE COUNTY SEAT OF THE DISTRICT OF COLUMBIA
FROM THE DISTRICT ATTORNEY GENERAL
RE: [Illegible]

[Illegible text]

[Illegible text]

FILED

MAY 28 1951

E. T. MCGEEHEE, Clerk

BY *[Signature]* DEPUTY

[Illegible text]

[Illegible text]

27

SUMMIT ROAD Emergency Relief Project

Certification No. 1 Right of Way

326

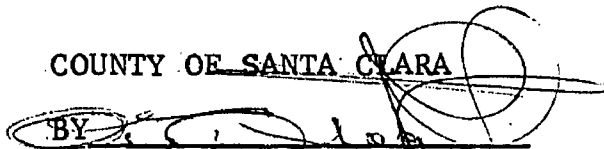
The County of Santa Clara hereby certifies in connection with the right of way for project IV-SCL-FAS 616 E.R. 179(1) from Engineer's Station 35+00 to 44+00 that:

1. All additional right of way necessary for this project has been acquired.

2. No buildings or other obstructions exist within the right of way of this project.

In making this certification, the County agrees to hold the State harmless from any liability which may be established by and in the event the right of way is not clear as herein certified.

We approve this certification and hereby authorize the chairman to sign the same.

COUNTY OF SANTA CLARA
BY 
Chairman, Board of Supervisors

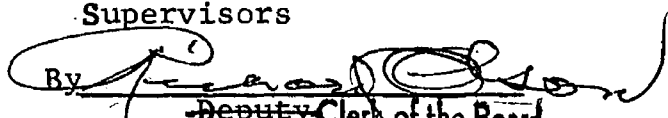
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this _____ day of _____ by the following vote:

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

NOES: Supervisors,

ABSENT: Supervisors,

ATTEST: Richard Olson,
Clerk of said Board of Supervisors

By 
Deputy Clerk of the Board

H-D

STATE OF CALIFORNIA
Department of Public Works
SACRAMENTO

DIVISION OF HIGHWAYS
PUBLIC WORKS BUILDING
P. O. Box 1489
SACRAMENTO 7

June 12, 1959

PLEASE REFER TO
FILE NO.

IV-SC1-616, ER-179(1)
59-4BDC81-F
Summit Road

Board of Supervisors
Santa Clara County
Court House
San Jose, California

Gentlemen:

WV
This is to inform you that the Director of Public Works, State of California, on June 10, 1959, accepted contract 59-4BDC81-F, which covered the improvement of Federal-aid Secondary Highway 616 on Summit Road at 0.4 mile south of State Route 5. #326

Subsequent to that date, under the provisions of the County-State Agreement covering said project, it is the obligation of the County to maintain this improvement.

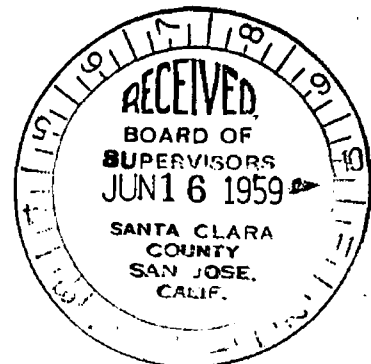
Although this project was constructed under a contract awarded by the Department of Public Works, and was financed with Federal-aid Emergency Relief and County funds, it is on a County highway and the project was engineered substantially with County personnel. The County is to be congratulated for the successful completion of this project.

Yours very truly,

G. T. McCoy
State Highway Engineer

By *J. P. Murphy*
J. P. Murphy
Asst. State Highway Engineer

Date _____
APPROVED _____
RE: CE CC PC DPW FLD
NO: _____ ABSTAINS: _____



Summit Rd. # 326

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

DISTRICT IV

150 OAK STREET
SAN FRANCISCO 2, CALIFORNIA

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

June 13, 1951

PLEASE REFER
TO FILE NO.

IV-SCr, SC1-FAS616
S-616(2)
Summit Road

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

Dear Mr. Chandler:

Attached for the files of the County of Santa Clara is executed copy of County-State Agreement No. 5, executed May 22, 1951, by Santa Cruz County and on May 28, 1951, by Santa Clara County. This agreement covers the proposed construction on Summit Road, FAS Route 616 in Santa Cruz and Santa Clara Counties.

It is requested that the County of Santa Clara take the necessary steps to authorize immediate issuance of a warrant for its portion of the cost of the work upon receipt of a bid within the agreement amount. This will avoid delay in awarding the contract.

Yours very truly,



F. W. Montell
Assistant District Engineer
City and County Cooperative Projects

Attach
RAJ:amq

326

RESOLUTION OF INTENTION TO SHARE IN THE IMPROVEMENT OF F.A.S.
ROUTE 616 IN THE COUNTY OF SANTA CLARA AND THE COUNTY OF SANTA
CRUZ, STATE OF CALIFORNIA

WHEREAS the County of Santa Clara and the County of Santa Cruz, State of California, mutually desire to improve F.A.S. Route 616, commonly known as "Summit Road", between Woodwardia and State Highway Route 5, and that the cost of said improvements be shared by the respective parties in the manner as hereinafter set forth,

NOW THEREFORE, BE IT RESOLVED as follows:

(1) That the County of Santa Clara share in the cost of improvement of F.A.S. Route 616, commonly known as Summit Road, between Woodwardia and State Highway Route 5, in the County of Santa Clara and in the County of Santa Cruz, State of California.

(2) That the County of Santa Cruz will perform all preliminary engineering work on said project, and the County of Santa Clara will contribute one-half (1/2) of the cost of the same.

(3) That the County of Santa Cruz will act as the contracting agency and supervise construction; that the County of Santa Clara will contribute one-half of the cost of construction and construction engineering; that the total cost of the construction is estimated at \$112,000.00.

FILED
APR 24 1950

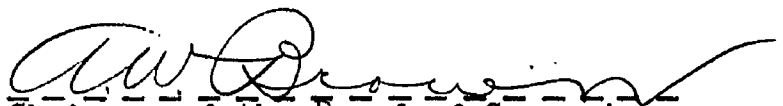
E. T. McGEHEE, Clerk
BY [Signature]
DEPUTY

PASSED AND ADOPTED by the Board of Supervisors of the County
of Santa Clara, State of California, this 24th day of
 April 1950, by the following Vote:

AYES: Supervisors, Campbell, McKinnon, Pfeifle, Brown

NOES: Supervisors, None

ABSENT: Supervisors, None


Chairman of the Board of Supervisors
of the County of Santa Clara, State
of California

ATTEST: E. T. McGEHEE, County Clerk and
ex officio Clerk of said Board
of Supervisors

By 

Deputy

34-2

2

2 of 34-2

RESOLUTION OF INTENTION TO
SHARE IN IMPROVEMENT OF
FAS ROUTE 616

HOWARD W. CAMPEN
COUNTY COUNSEL
OF SANTA CLARA COUNTY
COURT HOUSE ANNEX
SAN JOSE, CALIFORNIA