

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS

**DIVISION OF HIGHWAYS**

**DISTRICT IV**

180 OAK STREET  
SAN FRANCISCO 2, CALIFORNIA  
UNDERHILL 3-0222

ADDRESS ALL COMMUNICATIONS TO  
P. O. BOX 3368, RINCON ANNEX  
SAN FRANCISCO 19

September 16, 1955

PLEASE REFER  
TO FILE NO.

IV-SC1-S-996(1)  
Santa Clara-Los Gatos Rd.  
*New Manchester Blvd*

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

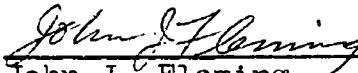
Dear Mr. Bushnell:

Attached, for the files of the County of Santa Clara is executed copy of County-State Agreement No. 15, dated August 29, 1955, covering proposed four-lane construction on Santa Clara-Los Gatos Road, between Wild Way and Daves Avenue in Santa Clara County, Project S-996(1).

Very truly yours,

B. W. Booker  
Assistant State Highway Engineer

By

  
\_\_\_\_\_  
John J. Fleming  
Assistant City and County Cooperative  
Projects Engineer

Attach

AUG 29 1955

AUG 29 1955

COUNTY-STATE AGREEMENT NO. 15  
FEDERAL AID SECONDARY ROADS

IV District Santa Clara County  
FEDERAL PROJECT S-996(1)

Santa Clara-Los Gatos Road

THIS AGREEMENT, made in duplicate this 29th day of August, 1955,

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 August 29, 1955 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:

[Signature]  
District Engineer

H. B. LA FORGE

[Signature]  
Assistant Engineer of  
Federal Secondary Roads  
Engineer, Federal Secondary Roads

Approved as to Form and Procedure:

[Signature]  
ATTORNEY for the Department

County of Santa Clara  
[Signature] Dist 1  
[Signature] " 2  
[Signature] " 3  
[Signature] " 4  
[Signature] " 5  
Chairman of the Board of Supervisors

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

[Signature]  
G. T. McCOY  
State Highway Engineer

DISTRICT IV

DISTRICT IV

AUG 31 9 21 AM '55

SEP 16 8 43 PM '55

ILLINOIS HIGHWAY COMMISSIONER

DIVISION OF HIGHWAYS

RECEIVED  
AUG 25 1955

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ILLINOIS HIGHWAY COMMISSIONER

**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.

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DIVISION OF HIGHWAYS  
DIVISION OF HIGHWAYS  
AUG 31 9 20 AM '55  
DISTRICT IV  
DISTRICT IV

DIVISION OF HIGHWAYS  
SEP 16 8 43 PM '55  
DISTRICT IV

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AUG 25 1955  
ROAD COMMISSIONER

## Article VI - Location of Project and Brief Description of Work.

On approved Federal-Aid Secondary Project S-996(1) in Santa Clara County, covering proposed four-lane road construction on Santa Clara-Los Gatos Road between Wild Way and Daves Avenue, net length 1.0 mile.

## Article VII - Funds.

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

|                          |                  |                  |
|--------------------------|------------------|------------------|
| Preliminary Engineering  |                  | \$ 1,000.00      |
| Contract Items           | \$238,060.65     |                  |
| Supplemental Work        | <u>6,000.00</u>  |                  |
| Subtotal                 | \$244,060.65     |                  |
| Contingencies            | <u>12,239.35</u> |                  |
| Contract Total           |                  | \$256,300.00     |
| Construction Engineering |                  | <u>25,700.00</u> |
| Total                    |                  | \$283,000.00     |

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

|                              |              |
|------------------------------|--------------|
| Federal-Aid Secondary funds  | \$152,000.00 |
| State Highway Matching funds | \$ 66,000.00 |
| County funds                 | \$ 65,000.00 |

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.

DISTRICT IV

DISTRICT IV

AUG 31 9 20 AM '55

SEP 16 8 43 PM '55

ROAD COMMISSIONER

DIVISION OF HIGHWAYS

DIVISION OF HIGHWAYS

RECEIVED  
AUG 25 1955

STATE OF TEXAS  
COUNTY OF [illegible]

WHEREAS [illegible text regarding highway construction and bonds]

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| [illegible] | [illegible] | [illegible] |

IN WITNESS WHEREOF [illegible text]

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| [illegible] | [illegible] | [illegible] |

IN WITNESS WHEREOF [illegible text]

FOR THE STATE OF TEXAS [illegible text]

ATTEST: [illegible text]

EXHIBIT B