

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

my / GCS /
JTS

ADDRESS ALL COMMUNICATIONS TO
P. O. BOX 3388, RINCON ANNEX
SAN FRANCISCO 18

October 7, 1959

PLEASE REFER
TO FILE NO.

IV-SC1-S-618(4)
ALMADEN ROAD - CURTNER

Mr. James B. Enochs
Director of Public Works
1st & Rosa Streets
San Jose, California

Dear Mr. Enochs:

Returned herewith is a completely executed
copy of County-State Agreement No. 21, covering
proposed four-lane divided grading and surfacing
on ALMADEN ROAD between Curtner Avenue and Redbird
Drive near the southerly city limits of San Jose,
Project S-618(4).

The County's cooperation in this matter is
appreciated by the Department.

Yours very truly,

J. P. Sinclair
Assistant State Highway Engineer

By *Allen M. Fortney*
Allen M. Fortney
Assistant City & County
Cooperative Projects Engineer

COUNTY STATE AGREEMENT NO.
FEDERAL AID SECONDARY ROADS

IV Santa Clara
District County
FEDERAL PROJECT S-618(4)

ALMADEN ROAD - CURTNER

THIS AGREEMENT, made in duplicate this 8 day of September, 1959,

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 September 8, 1959 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:

L. C. Wasmuth
District Engineer

T. B. [Signature]
Engineer, Federal Secondary Roads

Approved as to Form and Procedure:

[Signature]
ATTORNEY for the Department

County of Santa Clara
Wesley K. Hubbard
Chairman of the Board of Supervisors
Howard [Signature]
[Signature]
Ed R. Lewis
[Signature]

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

[Signature]
J. W. Vickrey
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 Proposed:

Approved Federal-aid Secondary Project S-618(4), in Santa Clara County, covering proposed four-lane divided grading and surfacing on ALMADEN ROAD between Curtner Avenue and Redbird Drive near the southerly city limits of San Jose, net length 0.5 miles.

ARTICLE VII - Funds to be Used for the Project:

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

	<u>Nonparticipating</u>	<u>Participating</u>	<u>Total</u>
Contract Items	\$ 6,977.05	\$373,955.45	\$380,932.50
Supplemental Work	5,000.00	13,000.00	18,000.00
Subtotal	\$11,977.05	\$386,955.45	\$398,932.50
Contingencies	622.95	19,344.55	19,967.50
CONTRACT TOTAL	\$12,600.00	\$406,300.00	\$418,900.00
P.E.	100.00	2,400.00	2,500.00
C.E.	100.00	2,900.00	3,000.00
TOTAL	\$12,800.00	\$411,600.00	\$424,400.00

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

Federal-aid Secondary Funds	\$192,982.00
State Highway Matching Funds	100,000.00
County Funds deposited to date for this project	27,500.00
County Funds to be deposited	103,918.00

3. The actual funds for the project will be set up after the bids for the work 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. Any County Funds deposited in excess of requirements for this project will be transferred to other projects at the request of the County or refunded to the County.

4. The County may, prior to opening of bids, deposit with the Division of Highways the amount shown in paragraph 2, above, to permit prompt award of a contract on the basis of the lowest satisfactory bid within the estimate contained in this agreement. The Department will refund or transfer to other county projects any portion of such deposit not required for this project. The County agrees, in any event, to deposit with the Division of Highways the above amount, or such lesser amount as may be required to award a contract on the basis of the lowest satisfactory bid, within five days of being notified of the amount of the bid and the proposed financing.

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN
COUNTY OF SANTA CLARA AND DEPARTMENT OF PUBLIC WORKS
(DIVISION OF HIGHWAYS) OF THE STATE OF CALIFORNIA FOR
THE CONSTRUCTION OF ALMADEN ROAD BETWEEN CURTNER AVENUE
AND REDBIRD DRIVE IN THE COUNTY OF SANTA CLARA

WHEREAS, under the provisions of the Federal-aid Highway Acts certain funds have been made available for the construction of the road project known as "Federal-aid Secondary Project S-618(4), in Santa Clara County, covering proposed four-lane divided grading and surfacing on ALMADEN ROAD between Curtner Avenue and Redbird Drive near the south-erly city limits of San Jose, net length 0.5 miles"; and

WHEREAS, the County of Santa Clara and the Department of Public Works (Division of Highways) of the State of California, desires to execute an agreement for the construction of said project; and

WHEREAS, the County of Santa Clara desires to provide necessary matching funds prior to the awarding of the contract for the construction of said project;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Santa Clara, on behalf of the County of Santa Clara, execute that said agreement, between the County of Santa Clara and the Department of Public Works (Division of Highways) of the State of California, identified and known as County-State Agreement No. 21, Federal Aid Secondary Roads, Federal Project S-618(4).

BE IT FURTHER RESOLVED, that certified copies of this Resolution be attached to, and made a part of, the aforesaid agreement.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this ~~1st~~^{8th} day of ~~August~~^{September}, 1959, by the following vote:

AYES: Supervisors DELLA MAGGIORE, HUBBARD, LEVIN, SLAGHT, WEICHERT

NOES: Supervisors None

ABSENT: Supervisors None

ATTEST: RICHARD OLSON, Clerk
of the Board of Supervisors

Wesley S. Hubbard
Chairman of the Board of Supervisors

JRK:sa
8/25/59

9/8/59 3 agrees & 3 resols DPW

SEP 8 - 1959
ADOPT: *9-1* YES: *B L S W H*
NO: _____ ABSTAINS: _____