

Roads Conto + Agente  
Cost Sharing - Bloomfield  
State Act of Hwy

COUNTY-STATE AGREEMENT NO. 10  
FEDERAL AID SECONDARY ROADS

IV Santa Clara  
District County  
FEDERAL PROJECT S. 991(1)

Bloomfield Avenue  
-----  
-----

THIS AGREEMENT, made in duplicate this 24th day of May, 1954,  
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~~ Order dated May 24th, 1954 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

\_\_\_\_\_  
District Engineer  
  
\_\_\_\_\_  
Engineer, Federal Secondary Roads

By #1 [Signature]  
#2 [Signature]  
#4 [Signature]  
#5 [Signature]

Approved as to Form and Procedure:

State of California  
Department of Public Works  
Division of Highways

G. T. McCoy  
State Highway Engineer

\_\_\_\_\_  
ATTORNEY for Department

By \_\_\_\_\_  
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 & Brief Description of Work.

On approved Federal-Aid Secondary Project S-991(1), in Santa Clara County, covering proposed road and bridge construction on Bloomfield Avenue at Arroyo de las Llagas, net length 0.4 mile. (Stage construction.)

## Article VII - Funds.

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

Preliminary Engineering		\$ 1,170.00
Contract Items	\$65,546.20	
Supplemental Work (Signs & traffic)	500.00	
Subtotal	\$66,046.20	
Contingencies	3,353.80	
Subtotal	\$69,400.00	
Construction Engineering	7,000.00	
Subtotal		<u>76,400.00</u>
Total		\$77,570.00

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

Federal-Aid Secondary Funds	\$42,000.00
State Funds, Chapter 1871	\$30,000.00
County Funds	\$ 5,570.00

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. The County agrees to complete the improvement to the final stage with or without Federal participation.

20014 01/25/64 10:15 AM

27  
BLOOMFIELD AVENUE #1082

May 24, 1954

Re: IV-SOI-S-99. (1)  
Bloomfield Avenue

"On motion of Supervisor Lovin, seconded by Supervisor Della Magiore, it is unanimously ordered that County-State Agreement NO.10 Federal Aid Secondary Roads, District IV - Santa Clara County-Federal Project S-991(1), be approved and signed by the Chairman and other members of the Board providing an estimated contribution by the County of \$5,570.00 for proposed road and bridge construction on Bloomfield Avenue."

ATT. ST: RICHARD OLSON, Clerk of the  
Board of Supervisors

By \_\_\_\_\_

May 26, 1954

Re: IV-SCI-S-991(1)  
Bloomfield Avenue

Mr. B. W. Booker  
Asst. State Highway Engineer  
150 Oak Street  
San Francisco 2, California

Att: F. W. Montell

Dear Sir:

Returned herewith please find two copies of  
County-State Agreement No. 10 with excerpts of  
the order of the Board approving execution of same.

Very truly yours,

BOARD OF SUPERVISORS

By \_\_\_\_\_  
Clerk of the Board

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

*Fact To Board of Supervisors 5/27 Return, copy*

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

May 19, 1954

PLEASE REFER  
TO FILE NO.

IV-SC1-S-991(1)  
Bloomfield Avenue

27

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

Dear Mr. Bushnell:

Attached, in triplicate, for execution by the County of Santa Clara, is County State Agreement No.10 covering 2-lane road and bridge construction on Bloomfield Avenue at Arroyo de las Llagas, FAS Project S-991(1), in Santa Clara County.

Please have the County Board of Supervisors execute this agreement and return the original and duplicate copy to this office for further handling.

The third copy may be retained by the County for reference until a complete executed copy is returned to you. The County will insert the date of execution.

Your attention is called to the fact that a certified copy of the Board's resolution authorizing its Chairman or other member to execute the agreement must be attached to each copy of the agreement. Even though all five members sign the agreement a certified resolution showing official board action is required.

As you know, it will be necessary that this agreement be executed before we can actually advertise the project.

Yours very truly,

B. W. Booker  
Assistant State Highway Engineer

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

DATE MAY 24 1954

APPROVED *L-D*

RE: CG CG PG ENG

Attach

G. T. McCOY  
STATE HIGHWAY ENGINEER

GOODWIN J. KNIGHT  
GOVERNOR OF CALIFORNIA

FRANK B. DURKEE  
DIRECTOR

STATE OF CALIFORNIA  
Department of Public Works

SACRAMENTO

July 29, 1955

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

PLEASE REFER TO  
FILE NO.

IV-SC1 S-991(1)  
55-14DC2-P

Roads 1082  
Bloomfield Ave

17  
Board of Supervisors  
Santa Clara County  
Court House  
San Jose, California

Gentlemen:

This is to inform you that the Director of Public Works, State of California, on July 21, 1955 accepted contract 55-14DC2-P, which covered the improvement of Federal-Aid Secondary Highway 991 in Santa Clara County, on Bloomfield Avenue between Davidson Avenue and Frazier Lake Road.

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 partially with Federal-Aid and State Highway funds, it is on a county highway and the design of the project and the supervision of construction was conducted ~~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 *C. E. Waite*

C. E. Waite  
Asst. State Highway Engineer

AUG 8 - 1955

DATE

APPROVED

RE: CE CC PC ENG

#1082

24  
42

BLOOMFIELD AVENUE RIGHT OF WAY

Certification No. 1 Right of Way

The County of Santa Clara hereby certifies in connection with the right of way for Project IV-SCL-FAS-991-S-991 (1), Station 127 + 00 to Frazier Lake Road.

1. All work is restrained within the existing right of way, except the disposal site for excess excavated material. Agreement to use this disposal site has been granted the County by the South Santa Clara Water Conservation District.

2. There are no improvements within the existing right of way that will interfere with the proposed construction except the existing bridge at Station 134+70<sup>+</sup>. This bridge will be removed.

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

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

COUNTY OF SANTA CLARA

BY *W. Brown*  
Chairman, Board of Supervisors

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 26th day of April, 1954 by the following vote:

- AYES: Supervisors, Brown, Della Maggiore, Gaspar, Levin, McKinnon
- NOES: Supervisors, None
- ABSENT: Supervisors, None

ATTEST: Richard Olson,  
Clerk of said Board of Supervisors

by *Jean Pullan*  
Deputy

*D. H. L. - m. B.*

*11-17*