

G. T. MCCOY
STATE HIGHWAY ENGINEER

GOODWIN J. KNIGHT
GOVERNOR OF CALIFORNIA

C. M. GILLISS

DIRECTOR

STATE OF CALIFORNIA
Department of Public Works

SACRAMENTO

May 19, 1958

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

PLEASE REFER TO
FILE NO.

IV-SC1-S-1015(2)
58-4DDC14-P

154

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 May 16, 1958, accepted contract 58-4DDC14-P, which covered the improvement of Federal-aid Secondary Highway 1015 on Capitol Avenue between McKee Road and Berryessa 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

J. P. Murphy

J. P. Murphy
Assistant State Highway Engineer

DATE MAY 26 1958

APPROVED _____

RE: CE CC PC ENG _____

7

154
May 13, 1957

Re: IV-SC1-1015(2)
Capitol Avenue

State Division of Highways
150 Oak Street
San Francisco 2, California

Att: F. W. Montell

Gentlemen:

Enclosed please find original and duplicate copy
of County-State Agreement No. 17 covering the construction
on Capitol Avenue between McKee Road and Berryessa Road,
FAS-1015(2).

These have been signed by the Board members and
attached to each is a copy of the Board's order approving
same.

Very truly yours,

BOARD OF SUPERVISORS

By _____
Clerk of the Board

cc: McClure

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

May 3, 1957

PLEASE REFER
TO FILE NO.

IV-SC1-S-1015(2)
Capitol Avenue

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

DATE MAY 13 1957
APPROVED L-B
RE: CE CC PC ENG

Dear Mr. Bushnell:

Attached, in triplicate, for execution by the County of Santa Clara, is County-State Agreement No. 17 covering the construction on Capitol Avenue between McKee Road and Berryessa Road, FAS Project S-1015(2).

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

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

Note { 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.

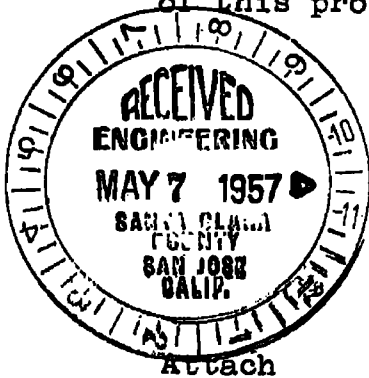
The attached tabulation indicates the status of funds available to Santa Clara County for the financing of this project.

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



Attach

*M. J. ...
this one ...
from Monday 13.
"Moe"*

ADDRESS ALL COMMUNICATIONS TO
P. O. BOX 2366, RINCON ANNEX
SAN FRANCISCO 18

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

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

June 6, 1957

PLEASE REFER
TO FILE NO.

IV-SC1-S-1015(2)
Capitol Avenue

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. 17, executed May 13, 1957, covering
proposed construction on Capitol Avenue, FAS
Route 1015, between McKee Road and Berryessa Road,
FAS Project S-1015(2).

Yours very truly,

B. W. Booker
Assistant State Highway Engineer

By



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

Attach



COUNTY-STATE AGREEMENT NO. 17
FEDERAL AID SECONDARY ROADS

IV Santa Clara
District County
FEDERAL PROJECT S-1015(2)

Capitol Avenue

THIS AGREEMENT, made in duplicate this 13th day of May, 1957,
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 May 13th, 1957 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

[Signature]
District Engineer

- Dist. 1 [Signature]
- " 2 [Signature]
- " 3 [Signature]
- " 4 [Signature]
- " 5 [Signature]

[Signature]
Engineer, Federal Secondary Roads

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Approved as to Form and Procedure:

[Signature]
ATTORNEY for the Department

G. T. McCOY
State Highway Engineer
[Signature]
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 and Brief Description of Work.

On approved Federal-Aid Secondary Project S-1015(2), in Santa Clara County, covering proposed four-lane construction on: CAPITOL AVENUE between McKee Road and Berryessa Road, net length 1.35 miles.

Article VII - Funds.

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

Preliminary Engineering		\$ 2,000.00
-------------------------	--	-------------

Contract Items	\$359,639.25	
----------------	--------------	--

Supplemental Work	<u>7,000.00</u>	
-------------------	-----------------	--

Subtotal	\$366,639.25	
----------	--------------	--

Contingencies	<u>18,360.75</u>	
---------------	------------------	--

Contract Total		\$385,000.00
----------------	--	--------------

Construction Engineering		<u>38,600.00</u>
--------------------------	--	------------------

Total		\$425,600.00
-------	--	--------------

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

Federal-Aid Secondary Funds	\$220,000.00
-----------------------------	--------------

State Highway Matching Funds	\$101,000.00
------------------------------	--------------

County Funds already deposited for this project	\$ 1,000.00
--	-------------

County Funds to be made available	\$103,600.00
-----------------------------------	--------------

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. It is understood that Federal and State participation will be applied to the costs of Construction Engineering, and that the County will submit to the Division of Highways bills for its direct Construction Engineering expenditures.

Certification No. 2 Right of Way

The County of Santa Clara hereby certifies in connection with the right of way for Project IV-SC1 PAS 1015-8-1015 (2) Station 0+00 to Station 71+50 (Improvement of Capitol Avenue)

1. Resolution for condemnation was passed by Santa Clara County Board of Supervisors on March 11, 1957 on all additional parcels required for improvement.

2. All buildings and fences and the existing 2" water line, except the prune dipper shed to the East of Station 22+30, will be moved or adjusted in the right of way negotiations. The prune dipper shed will be removed by the successful contractor under clearing and grubbing. The following public utilities will be moved or adjusted by the owners prior to and during construction (16) power poles (39) telephone poles (3) joint poles (7) gas valves and (1) gas regulator pit.

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 *L. B. Della Maggiore*
Chairman, Board of Supervisors

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 20th day of April, 1957, by the following vote:

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

NOES: Supervisors, None

ABSENT: Supervisors, None

ATTEST: Richard Olson
Clerk of said Board of Supervisors

By *Richard Olson*
Deputy