

COUNTY-STATE AGREEMENT NO. 25
FEDERAL-AID SECONDARY ROADS

Rd 2747

IV Santa Clara
District County
FEDERAL PROJECT S-1000(4)

STEVENS CANYON ROAD

THIS AGREEMENT, made in duplicate this _____ day of APR 27 1964, 1964

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 APR 27 1964, 1964 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:

H. Pyman
Deputy District Engineer

County of Santa Clara
M. J. Spangler
Chairman of the Board of Supervisors

[Signature]
CITY AND COUNTY PROJECTS ENGINEER

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Approved as to Form and Procedure:

[Signature]
ATTORNEY for the Department

J. C. WOMACK
State Highway Engineer
By [Signature]
Deputy State Highway Engineer

MAY 8 1964

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-1000(4), in Santa Clara County, covering proposed two-lane bridge and approaches on STEVENS CANYON ROAD across Stevens Creek near Saratoga, net length 0.09 mile.

ARTICLE VII - Funds to be used for the Project:

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

PRELIMINARY ENGINEERING		\$ 1,500.00
Contract Items	\$49,102.00	
Supplemental Work	405.00	
Subtotal	<u>\$49,507.00</u>	
Contingencies	2,393.00	
CONTRACT TOTAL		\$51,900.00
CONSTRUCTION ENGINEERING (State-furnished)		<u>2,400.00</u>
TOTAL		<u>\$55,800.00</u>

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

Federal-aid Secondary Funds	\$26,368.00
State Highway Matching Funds	17,932.00
County Funds deposited to date for this project	1,500.00
County Funds to be made available	10,000.00

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, make available to 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 County agrees, in any event, to make available to 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.

EXTRA ITEM
4/27/64

RESOLUTION OF THE BOARD OF SUPERVISORS
AUTHORIZING CONSTRUCTION OF A PORTION
OF STEVENS CANYON ROAD

The Board of Supervisors of the County of Santa Clara, State of California, hereby authorize the Chairman of this Board to execute on behalf of the County of Santa Clara that certain agreement between the State of California, Department of Public Works (Division of Highways) and the County of Santa Clara providing for the construction of a portion of Stevens Canyon Road, said agreement being more particularly described as "County-State Agreement No. 25, Federal-Aid Secondary Roads" and being Federal Project S-1000(4).

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on APR 27 1964 by the following vote:

AYES: Supervisors Levin Della Maggiore Spangler Mehrkens Sanchez
NOES: Supervisors None
ABSENT: Supervisors None

M. G. Spangler
Chairman, Board of Supervisor

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

JRK:pt
4/23/64

CC P/W
STATE (3)
COUNSEL

ADOPTED
APRIL 27, 1964
M/L - UNANIMOUSLY (6)

MEMORANDUM

To: PUBLIC WORKS DEPT.

From: DMRains, Asst. Clerk, Board of Supervisors

SUBJECT: IV-SC1-1000-CR

Date: May 20, 1964

S-1000(4)

Stevens Canyon Road

State Division of Highways has returned fully executed Agreement for the above mentioned project. Attached for your records is a conformed copy.

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

P. O. BOX 3366 RINCON ANNEX, SAN FRANCISCO 94119



May 13, 1964

IV-SCL-1000-CR
S-1000(4)
Stevens Canyon Road

Mr. James T. Pott
Acting Director of Public Works
County of Santa Clara
20 W. Hedding Street
San Jose 10, California

Dear Mr. Potts:

Attached is your copy of counterpart of County-State Agreement No. 25 executed by the County on April 27, 1964, and now executed on behalf of the State.

The Agreement applies to FAS Project S-1000(4), on STEVENS CANYON ROAD across Stevens Creek near Saratoga.

Very truly yours,

J. P. Sinclair
District Engineer

By
T. E. Ferneau
Assistant District Engineer

*Maybe
Conformed
(Retained)
Copy should
go to
Public Works
sent 5-20-64*

RECEIVED
BOARD OF SUPERVISORS

MAY 18 8 31 AM '64

COUNTY OF
SANTA CLARA

RECEIVED
PUBLIC WORKS

MAY 15 10 37 AM '64

COUNTY OF
SANTA CLARA

April 30, 1964

IV-SCL-1000-CR
S-1000(4)
Stevens Canyon Road

Mr. J. P. Sinclair
Assistant State Highway Engineer
Division of Highways-District IV
P. O. Box 3366-Rincon Annex
San Francisco 19, California

Attention: Mr. Allen M. Fortney

Dear Mr. Sinclair:

Enclosed you will find the original and two (2) copies of an Agreement between the County of Santa Clara and the State of California relating to the improvement of Stevens Canyon Road.

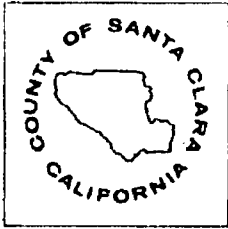
The Board of Supervisors at its regularly scheduled meeting on April 27, 1964, adopted a Resolution authorizing its Chairman to execute this Agreement on behalf of the County. We are also enclosing three (3) certified copies of this Resolution, together with six (6) extra copies of Exhibit B. After execution on behalf of the State of California, we would appreciate your returning a fully executed copy of this Agreement to this office.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP:DMR:gc
Encl
cc: Public Works



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: April 24, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF May 4, 19 64

FROM: Steffani, Design, Public Works

TITLE: FAS Agreement with State of California for Stevens Canyon Road

DESCRIPTION:

This is a standard FAS agreement. Exhibit B contains a description of the work and a breakdown of the financing.

Attached are four copies of the agreement, five copies of the authorizing resolution and six additional copies of Exhibit B of the agreement.

After execution by the Board, the original and two copies of the agreement with authorizing resolutions attached together with the six additional copies of Exhibit B should be forwarded to:

Mr. J. P. Sinclair
Assistant State Highway Engineer
Division of Highways-District IV
P.O. Box 3366-Rincon Annex
San Francisco 19, California

Attn: Mr. Allen M. Fortney

RGH:nc

Attachments (15)

APPROVED: James T. Pott
JAMES T. POTT, COUNTY ENGINEER

<u>AGENDA DATA</u>	
DATE:	_____
ITEM NO:	_____
BOARD ACTION	_____

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

P. O. BOX 3366 RINCON ANNEX, SAN FRANCISCO 19



April 17, 1964

IV-SC1-1000-CR
S-1000(4)
Stevens Canyon Road

Mr. James T. Pott
Acting Director of Public Works
County of Santa Clara
20 West Hedding Street
San Jose 10, California

Dear Mr. Pott:

Attached are four copies of County-State Agreement No. 25 covering the proposed bridge and approaches on Stevens Canyon Road across Stevens Creek near Saratoga, FAS Project S-1000(4), in Santa Clara County.

Please process this agreement in the usual manner, returning to this office the original and two copies, attaching to each a copy of the authorizing Resolution.

County funds in the agreement cover only the costs of State-furnished engineering and minor nonparticipating contract items. These costs will be unaffected by receipt of a bid less than the Engineer's Estimate of Cost and an advance deposit of funds by the County may serve to expedite award of a contract in that event.

The right-of-way for this project has not yet been certified.

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

Very truly yours,

J. P. Sinclair
Assistant State Highway Engineer

By *Allen M. Fortney*
Allen M. Fortney
City and County
Cooperative Projects Engineer

Attach.

DIVISION OF HIGHWAYS

P. O. BOX 1499, SACRAMENTO



December 22, 1964

04-SCL-1000-CR
S-1000(4)
14-101544
Stevens Canyon Road

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 December 18, 1964, accepted contract 14-101544 which covered the improvement of Federal-aid Secondary Highway 1000 on Stevens Canyon Road across Stevens Creek near Saratoga.


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 project was engineered substantially with County personnel. The Division of Highways is appreciative of this opportunity to cooperate with Santa Clara County in a project of such importance to the local community.

Yours very truly,

J. C. WOMACK
State Highway Engineer

By


F. E. Baxter
Assistant State Highway Engineer

RECEIVED
BOARD OF SUPERVISORS

DEC 24 2 35 PM '64

COUNTY OF
SANTA CLARA

[Faint, illegible text, likely a document or letter, possibly containing a signature and address.]