

J. C. WOMACK  
STATE HIGHWAY ENGINEER

EDMUND G. BROWN  
GOVERNOR OF CALIFORNIA

*Trimble Rd # 780*  
ROBERT B. BRADFORD  
DIRECTOR

STATE OF CALIFORNIA  
Department of Public Works  
SACRAMENTO

DIVISION OF HIGHWAYS  
PUBLIC WORKS BUILDING  
P. O. Box 1499  
SACRAMENTO 7

October 25, 1961

PLEASE REFER TO  
FILE NO.

IV-SC1-S-1327(1)  
61-4X13C36-P  
TRIMBLE 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 October 23, 1961, accepted contract 61-4X13C36-P which covered the improvement of Federal-aid Secondary Highway 1327 on Trimble Road between San Jose-Alviso Road near San Jose and State Route 68.

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 Matching funds, it is on a County highway and was engineered substantially with County personnel. The County is to be congratulated for the successful completion of this improvement.

Yours very truly,

J. C. WOMACK  
State Highway Engineer

By *Earl P. White*

Deputy State Highway Engineer

( )

RECEIVED  
BOARD OF SUPERVISORS  
Oct 27 11 29 AM '61  
COUNTY OF  
SANTA CLARA

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

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

June 30, 1960

PLEASE REFER  
TO FILE NO.

IV-SC1-S-1327(1)  
Trimble Road

Mr. James B. Enochs  
Director of Public Works of  
Santa Clara County  
20 West Rosa Street  
San Jose 10, California

Dear Mr. Enochs:

Attached, for the files of the County of Santa Clara and the City of San Jose, are 2 jointly executed copies of County-City-State Agreement No. 22 dated May 31, 1960, covering proposed improvement of Trimble Road (FAS Route 1327), between San Jose-Alviso Road near San Jose and State Route 68, including the portions of said Trimble Road that lie within the City, Project S-1327(1).

Please transmit a copy of the Agreement to the City of San Jose.

Yours very truly,

J. P. Sinclair  
Assistant State Highway Engineer

By   
D.C. Ryman  
Assistant District Engineer

RECEIVED  
PUBLIC WORKS  
JUL 1 10 47 AM '60  
COUNTY OF  
SANTA CLARA

COUNTY-CITY-STATE AGREEMENT NO. 22  
FEDERAL-AID SECONDARY ROADS

TRIMBLE ROAD

IV Santa Clara  
District County

FEDERAL-AID PROJECT S-1327(1)

THIS AGREEMENT, made this 31 day of May, 1960  
by and between the COUNTY OF SANTA CLARA, State of California,  
hereinafter referred to as the "County," the CITY OF SAN JOSE,  
hereinafter referred to as the "City" and the DEPARTMENT OF PUBLIC  
WORKS (Division of Highways) of the State of California, hereinafter  
referred to as the "Department."

RECITALS

The County and the Department, acting in cooperation with  
each other and the Federal Government, propose improvement of  
TRIMBLE ROAD (FAS Route 1327) between San Jose-Alviso Road near  
San Jose and State Route 68 including the portions of said  
Trimble Road that lie within the city. The proposed work,  
hereinafter to be referred to as the "Project," is known as  
Federal-aid Secondary Project S-1327(1), as more particularly  
described hereafter. Federal-aid funds and State Matching funds  
will be employed towards the financing of the project.

The parties desire to express in writing their agreement  
with respect to the work to be done on the project, its financing,  
and their obligations in respect to its maintenance after  
construction.

WITNESSETH

It is agreed between the parties that the project herein-  
after described shall be constructed under and pursuant to, and

RECEIVED  
BOARD OF  
SUPERVISORS  
JUN 14 1960  
SANTA CLARA  
COUNTY  
SAN JOSE  
CALIF.

in accordance with the provisions of the attached Exhibits A and B, which exhibits are hereby made a part of this agreement.

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

*J. C. Womack*  
District Engineer

By *S. De... ..*

*J. H. Joyner*  
ASST Engineer, Federal Secondary Roads

CITY OF SAN JOSE  
By *[Signature]*  
Mayor

Approved as to Form and Procedure:

By *[Signature]*  
City Manager

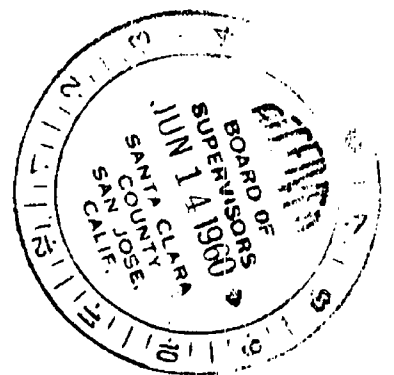
*[Signature]*  
Attorney for the Department

ATTEST: *[Signature]*  
City Clerk

State of California  
DEPARTMENT OF PUBLIC WORKS  
Division of Highways

J. C. WOMACK  
State Highway Engineer

By *[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.

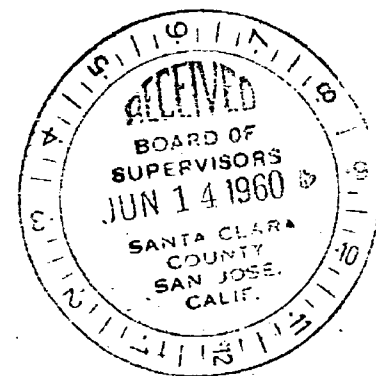
**Article IV. Special Covenants.**

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 Proposed:

Approved Federal-aid Secondary Project S-1327(1), in Santa Clara County, covering proposed four-lane grading, surfacing and bridge construction on TRIMBLE ROAD between San Jose-Alviso Road near San Jose and State Route 68, net length 1.1 miles.

ARTICLE VII - Funds to be Used for the Project:

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

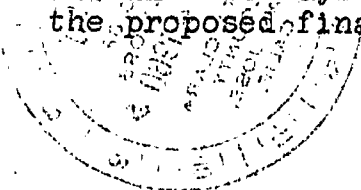
	<u>Nonparticipating Portion</u>	<u>Participating Portion</u>	<u>Total Project</u>
Contract Items	\$174,289.00	\$478,286.30	\$652,575.30
Suppl. Work	2,500.00	5,500.00	8,000.00
Subtotal	\$176,789.00	\$483,786.30	\$660,575.30
Contingencies	8,811.00	47,213.70	56,024.70
Contract Total	\$185,600.00	\$531,000.00	\$716,600.00
Prelim. Engr.	800.00	2,200.00	3,000.00
Constr. Engr.	400.00	1,100.00	1,500.00
	<u>\$186,800.00</u>	<u>\$534,300.00</u>	<u>\$721,100.00</u>

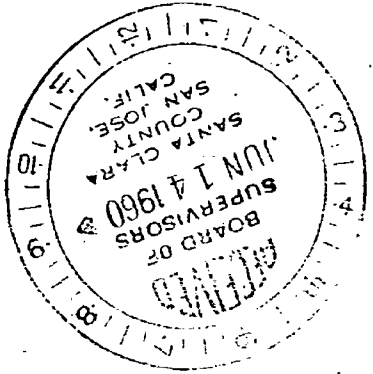
2. On the basis of the above estimate, this project will be financed as follows:

FAS Funds	\$ - -	\$188,934.00	\$188,934.00
SHM Funds	- -	100,000.00	100,000.00
Co.Funds deposited	800.00	2,200.00	3,000.00 ✓
Co.Funds to be deposited	186,000.00	243,166.00	429,166.00 ✓

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.

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.





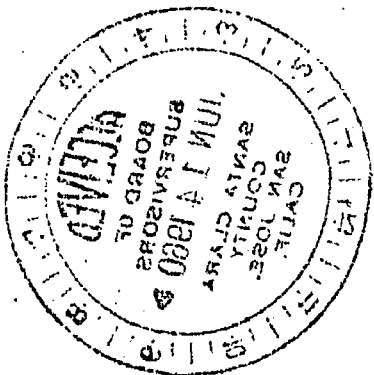
m 5. Nothing herein shall prevent the City from making a contribution to the County in consideration of the benefits that it may obtain by reason of the Construction of the project.

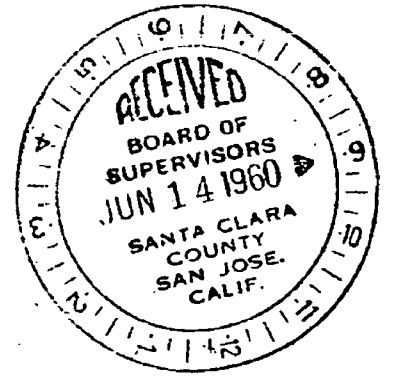
ARTICLE VIII - Special Covenants:

1. The Federal-aid Highway Act (Title 23, United States Code) under Section 116, MAINTENANCE, Paragraph (b) reads: "In any State wherein the State highway department is without legal authority to maintain a project constructed on the Federal-aid Secondary system, or within a municipality, such highway department shall enter into a formal agreement for its maintenance with the appropriate officials of the county or municipality in which such project is located."

Therefore, Article II of Exhibit A is to apply only to that portion or portions of the project over which the County may have jurisdiction, and

The City agrees that after completion of the project or usable portion or portions thereof they will maintain, in a manner satisfactory to the authorized agents of the United States, the portion or portions of the project over which they may have jurisdiction.





RESOLUTION NO. 18731

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN  
THE STATE OF CALIFORNIA AND COUNTY OF SANTA CLARA  
REGARDING FEDERAL AID FOR TRIMBLE ROAD IMPROVEMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

That that certain proposed agreement entitled: "County - City -  
State Agreement No. 22, Federal-Aid Secondary Roads" (Federal-Aid Project  
S-1327-1), a copy of which is on file in the Office of the City Clerk and  
to which reference is hereby made, is hereby approved, and the Mayor and  
City Manager are hereby authorized and directed to execute said agreement  
on behalf of the City of San Jose.

ADOPTED THIS 31st day of May, 1960, by the following vote:

AYES: Councilmen - Delmas, Doerr, Hathaway, Moore, Starbird,  
Watson and Solari.

NOES: Councilmen - None.

ABSENT: Councilmen - None.

LOUIS S. SOLARI  
MAYOR

ATTEST:

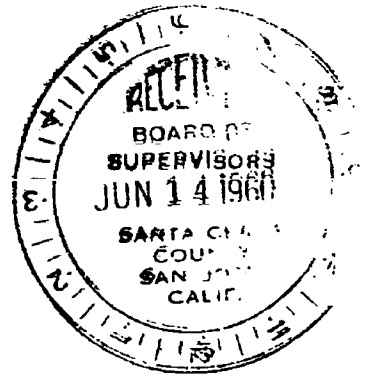
FRANCIS L. GREINER  
CITY CLERK

The foregoing instrument is a  
correct copy of the original  
on file in this office.

Attest: JUN 10 1960

FRANCIS L. GREINER  
City Clerk of the City of San Jose,  
County of Santa Clara, State of California.

by: *Francis L. Greiner*, Deputy.





June 15, 1960

Mr. J. C. Womack  
State Highway Engineer  
Box 3366 Rincon Annex  
San Francisco, California

Dear Mr. Womack:

Enclosed find six copies of County-City-State Agreement No. 22 Federal-Aid secondary roads, (Trimble Road), which have been executed by the City of San Jose and County of Santa Clara.

Please return two copies to this office after execution by the State. We will forward a copy to the city of San Jose.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. JEAN PULLAN, Acting  
Clerk of the Board

JP:cl

Enclosure (6)

June 15, 1960

State of California  
Department of Public Works  
Division of Highways  
San Francisco, California

Attention J. G. Wenzel

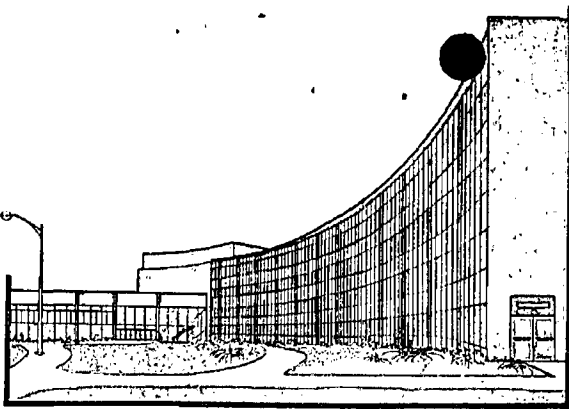
Gentlemen:

The following is an excerpt from the minutes of the meeting of the Board of Supervisors held May 31, 1960, Minute Book No. 31, Page 367.

" On motion of Supervisor Levin, seconded by Supervisor Slight, it is unanimously ordered that the Chairman be authorized to execute an agreement with the County, City of San Jose, and State Department of Public Works relating to proposed 4-lane grading, surfacing, and bridge construction on Trimbale Road between San Jose-Alviso Road and Dayshore Freeway, Federal Aid Project S-1327 (1), Agreement No. 22."

ATTEST: JEAN DULLAN, Acting Clerk  
of the Board of Supervisors

By \_\_\_\_\_



# City of San Jose

California

1850-1960

110 years of PROGRESS THROUGH SERVICE

CITY CLERK  
TELEPHONE CYPRESS 2-3141

June 13, 1960

Santa Clara Board of Supervisors  
North First and Rosa Streets  
San Jose 10, California

Gentlemen:

Enclosed please find six copies of County-City-State Agreement No. 22 - Federal-Aid Secondary Roads, with certified copies of Resolution No. 18731 attached, which have been executed by City.

After completion, please return one copy to City Clerk, City Hall, San Jose, for our files.

Yours very truly,

FRANCIS L. GREINER, CITY CLERK

By: *B. Bergstrom*  
B. Bergstrom

FLG:bb  
Enc.

