

ROADS C+A
Cost Sharing --
Almaden Expy
Traffic Authority

COOPERATIVE AGREEMENT NO. 9-SCC

ROUTE 85

CONSTRUCTION OF THE ALMADEN PERCOLATION POND

This AGREEMENT is entered into on the APR 6 1993 day of _____, 1992, by and between the SANTA CLARA COUNTY TRAFFIC AUTHORITY, a public entity of the State of California (referred to hereinafter as "AUTHORITY") and the COUNTY OF SANTA CLARA, a Political Subdivision of the State of California (referred to hereinafter as "COUNTY").

RECITALS

1. AUTHORITY and COUNTY contemplate constructing improvements consisting of construction of the Almaden Percolation Pond at Route 85, herein referred to as "PROJECT." A diagram identifying the location of the PROJECT is attached as EXHIBIT A and is hereby incorporated by this reference.
2. Construction of PROJECT is necessary to facilitate construction of Route 85 which is part of the AUTHORITY's Measure A Program.
3. AUTHORITY will fund the costs of design, construction and construction administration of PROJECT.
4. AUTHORITY is willing to provide plans, specifications and estimates (PS&E) for PROJECT.
5. COUNTY is willing to construct PROJECT by contract and provide construction administration of PROJECT. Construction administration shall include pre-contract administration (processing of PS&E through a bidding process for advertising, bid evaluation and award of contract for constructing PROJECT), construction contract administration, construction engineering, inspection, materials testing, claims processing and closeout.

COOPmsa.no 105-25
March 15, 1993

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ORIGINAL

APR 6 1993

Duplicate original to Santa Clara County Traffic Authority; conformed copy to J. Rosenquist-TA-Finance, B. Parsons-Finance Department; and Controller 4/12/93e

6. AUTHORITY and COUNTY desire to use a system for electronic transfer of funds for payment of charges from AUTHORITY to COUNTY in order to facilitate transfer of said funds.
7. AUTHORITY and COUNTY do mutually desire to cooperate in the design, construction, and construction administration of the PROJECT, and to set forth herein the terms and conditions under which the PROJECT is to be designed, administered, constructed, and maintained.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION I

AUTHORITY AGREES:

1. To provide plans, specifications, and estimates (PS&E) for PROJECT in accordance with applicable standards and guidelines at no cost to COUNTY.
2. To provide all permits and clearances required for PROJECT.
3. To bear hundred percent (100%), estimated to be \$1,337,269 , of the total actual cost of construction of PROJECT including all materials, supplemental work, changes and claims associated with construction of PROJECT.
4. To bear hundred percent (100%), estimated to be \$150,000, of the total cost of construction administration as defined in RECITALS, Article 6 above, including applicable

overhead rates and in accordance with the control measures currently adopted by COUNTY.

5. That AUTHORITY's obligation for the total actual cost of construction and construction administration required for PROJECT under this Agreement is \$1,487,269. This amount may be exceeded only by vote of AUTHORITY, the certified results of which will be incorporated into the Agreement without the necessity of a written amendment.

6. To pay COUNTY within thirty days after receipt of monthly invoice from COUNTY to cover AUTHORITY's share of the estimated costs of construction administration for PROJECT.

7. To pay COUNTY within seven working days after receipt of an invoice from COUNTY as described in Section II, Article 5 below, for AUTHORITY's share of the estimated cost of construction for PROJECT as set forth in this Agreement. Approval of charges will be performed by AUTHORITY after complete review of the complete invoice package. Subsequent to receipt of invoice from COUNTY, to notify COUNTY within fifteen working days of receipt of invoice on any discrepancies or questioned costs which until resolved shall be deducted from payment of future invoices from COUNTY.

8. To provide engineering support during construction of PROJECT which is included in the cost of construction administration.

SECTION II

COUNTY AGREES:

1. To proceed with PROJECT following execution of this cooperative agreement between COUNTY and AUTHORITY; or, in the event the PROJECT does not proceed for any reason, to so notify AUTHORITY.
2. To notify AUTHORITY of amount of construction contract award within ten days of award of said contract.
3. To construct PROJECT by contract in accordance with PS&E provided by AUTHORITY.
4. To provide, or arrange to have provided, construction administration for PROJECT as defined in RECITALS, Article 6 above.
5. To submit to AUTHORITY each four week period an invoice for AUTHORITY's share of progress payments for costs of construction and construction administration of PROJECT as specified in this Agreement.
7. Upon receipt of invoice discrepancy notices from AUTHORITY, COUNTY will review discrepancy claims made by AUTHORITY and notify AUTHORITY of its agreement or disagreement with discrepancy notices.
8. If COUNTY approves discrepancy notices from AUTHORITY, COUNTY will issue a credit for amounts claimed in questioned billings.

9. To submit to AUTHORITY each month a construction progress report which describes the work performed and completed during the reporting period, states the cumulative percentage complete to date, and reports on change orders issued (current and cumulative), progress payments made (current and cumulative), and significant events affecting progress of the work, such as bad weather, work stoppages.

10. To submit to AUTHORITY for approval, prior to implementation, all change orders for PROJECT or extra work orders exceeding \$10,000, except when necessary for the safety of motorists and/or pedestrians or for the protection of property.

11. Within sixty calendar days of completion of PROJECT and all work incidental thereto to provide to AUTHORITY a detailed statement of the total actual costs of construction and construction administration of PROJECT. Within thirty days thereafter, to provide AUTHORITY an invoice for AUTHORITY's share of additional costs for PROJECT, or refund for AUTHORITY overpayment, if appropriate.

SECTION III

IT IS MUTUALLY AGREED:

1. If the lowest responsible bid is more than ten percent (10%) above the Engineer's Estimate, AUTHORITY and COUNTY shall consult upon a course of action. If a course of action is not agreed upon within 25 calendar days after bid opening, this Agreement shall be deemed to be terminated by mutual consent pursuant to Article 2 of this Section III.
2. Prior to award of the construction contract for PROJECT this Agreement may be terminated by either AUTHORITY or COUNTY or by mutual consent. In the event of such termination, AUTHORITY shall bear one hundred percent (100%) of all PROJECT related costs incurred by COUNTY to date pursuant to this Agreement.
3. Should the value of the construction contract award be lower than the total estimated cost of construction of PROJECT, the estimated cost of construction and construction administration of PROJECT in Sections I and II above shall be proportionally reduced without the necessity of an amendment to this Agreement.
4. COUNTY's goals for utilization of Disadvantaged Business Enterprise (DBE) will be included in the construction contract. The contract goals will be based on a technical analysis of contract items and certified DBE subcontractors in the area. COUNTY will award PROJECT to the lowest responsible bidder who meets the goals or who made, in the sole judgement of COUNTY, a good faith effort to do so.

5. If existing public and/or private utilities conflict with the construction of PROJECT, COUNTY and AUTHORITY will make all necessary arrangements for the protection, relocation or removal of said facilities with the AUTHORITY reimbursing the COUNTY for 100% of expenses incurred.

6. In the construction of PROJECT, authority may, at no cost to COUNTY furnish a representative, if it so desires. Said representative and COUNTY's Resident Engineer will cooperate and consult with each other.

7. Upon completion of all work under this Agreement, maintenance, ownership and title to all materials, equipment and appurtenances installed under this PROJECT will automatically be vested to AUTHORITY or its designee. No further agreement will be necessary to vest appropriate ownership and maintenance to AUTHORITY.

8. That neither AUTHORITY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted by COUNTY or any contractor hired by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold AUTHORITY harmless from any liability imposed for injury, as defined by Government Code Section 810.8, occurring by reason of anything done or omitted by COUNTY under this Agreement or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

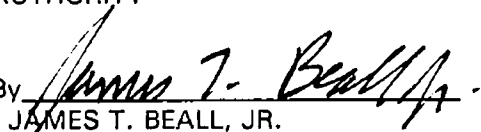
9. That neither COUNTY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted by AUTHORITY under

or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury, as defined by Government Code Section 810.8, occurring by reason of anything done or omitted by AUTHORITY under this Agreement or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

10. Except as otherwise provided in Articles 1 and 2 of this Section III, the portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the PROJECT by COUNTY and upon fulfillment by AUTHORITY and COUNTY of their respective financial obligations under this Agreement.

SANTA CLARA COUNTY TRAFFIC
AUTHORITY

By


JAMES T. BEALL, JR.
Chairperson

COUNTY OF SANTA CLARA

By


Ron Gorzales
Chairperson, Board of Supervisors

APR 6 1993


APPROVED AS TO FORM AND LEGALITY:


KEVIN D. ALLMAND
Deputy County Counsel


APPROVED AS TO FORM AND LEGALITY:


County Counsel 3-22-93

Attest:


PHYLLIS A PEREZ
Clerk of the Board of Supervisors and
Secretary, Traffic Authority

Attest:


PHYLLIS A PEREZ
Clerk of the Board of Supervisors

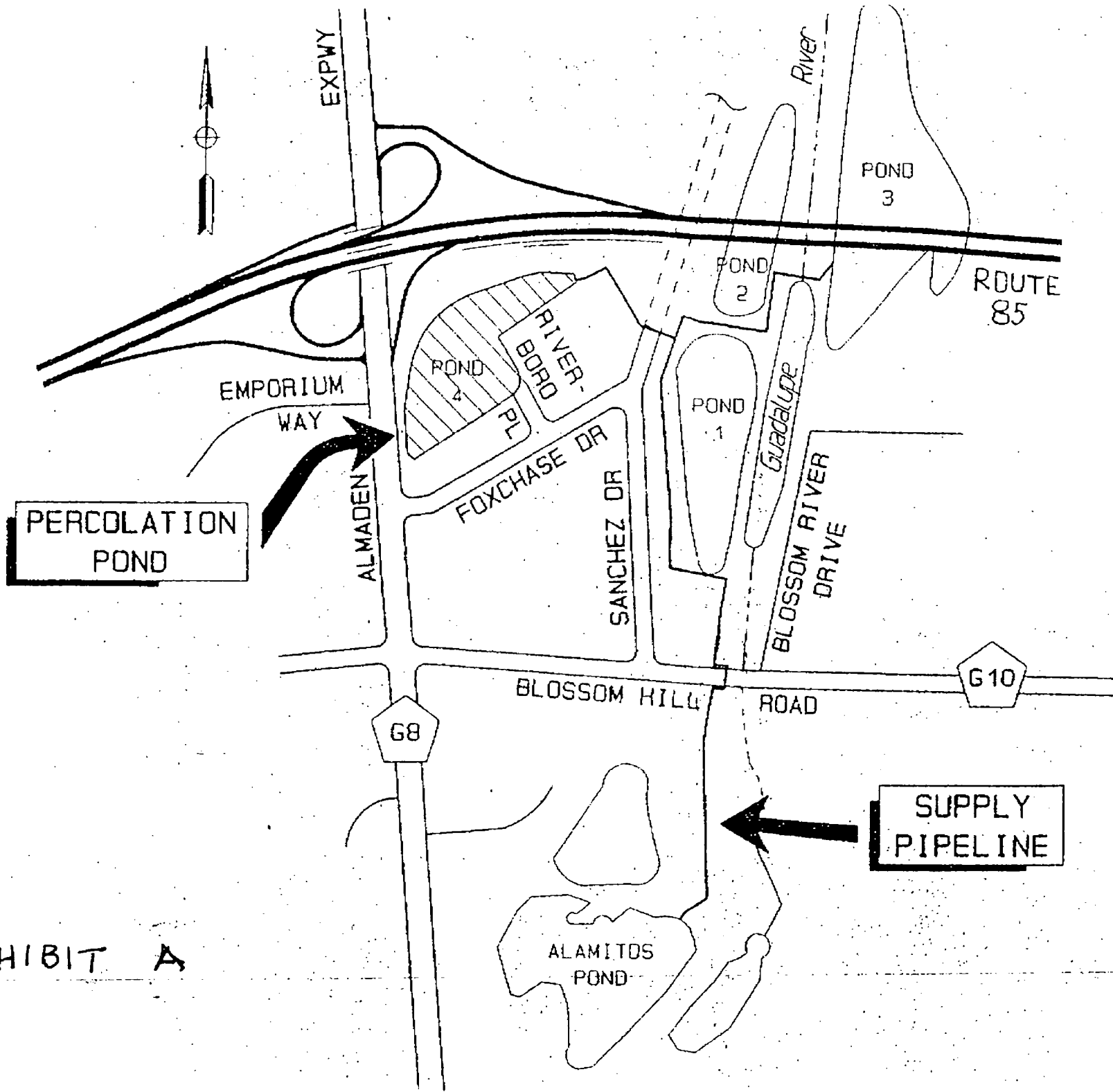


EXHIBIT A



Transportation Agency

Santa Clara County Bus, Light Rail, Roads, Aviation

31 North First Street
San Jose, CA 95134-1906

TRANSMITTAL MEMORANDUM

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S.D. 1

Prepared by T A Cicoletti
Reviewed by R B Parsons
Submitted by S A Bruce
APPROVED: DIRECTOR *[Signature]*

DATE: March 22, 1993

TRANSIT DISTRICT BOARD: Agenda Date _____ Item No. _____
COUNTY BOARD OF SUPERVISORS: Agenda Date April 6, 1993 Item No. _____
TRANSPORTATION COMMISSION: Agenda Date _____ Item No. _____

[Signature] FROM: Scotty A. Bruce, Deputy Director
Design and Construction

SUBJECT: AGREEMENT BETWEEN THE SANTA CLARA COUNTY TRAFFIC AUTHORITY AND THE COUNTY OF SANTA CLARA FOR ADVERTISING, CONTRACT ADMINISTRATION, AND CONSTRUCTION OF THE ALMADEN EXPWY/RT. 85 PERCOLATION POND. (COOPERATIVE AGREEMENT NO. 9-SCC, RT. 85)

RECOMMENDED ACTION:

- 1) Approve and execute the Agreement.
- 2) Approve the attached Appropriation modification form (F-85), appropriating the expenditure and offsetting revenue for this Santa Clara County Traffic Authority Measure A requested project.

FISCAL IMPLICATIONS:

None.

The Traffic Authority will fund this project. Funds will be deposited to cover construction, engineering and inspection.

This action will appropriate \$1,487,269.00 to fund this project. Offsetting revenues from the Traffic Authority are being budgeted.

REASONS FOR RECOMMENDATION:

The Santa Clara County Traffic Authority has requested that Santa Clara County advertise and administer this project. The Agency has the expertise and capacity to perform this work for the Authority.

Approved Accepted Adopted Denied Presented

BY THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CLARA
Elylla M. Perez, Clerk of the Board

By *[Signature]*
Deputy Clerk

Date: APR 6 1993

ORIGINAL

Approved copy to T. Cicoletti-Transportation Agency (TA)-Construction, J. Rosenquist-TA-Finance, Controller, Office of Budget & Analysis, and B. Parsons, Finance Department 4/12/93 ej

Date: March 22, 1993

COUNTY BOARD OF SUPERVISORS: Agenda Date: April, 6, 1993 Item: _____

SUBJECT: AGREEMENT BETWEEN THE SANTA CLARA COUNTY TRAFFIC AUTHORITY AND THE COUNTY OF SANTA CLARA FOR ADVERTISING, CONTRACT ADMINISTRATION, AND CONSTRUCTION OF THE ALMADEN EXPWY/RT. 85 PERCOLATION POND. (COOPERATIVE AGREEMENT NO. 9-SCC, RT. 85)

BACKGROUND:

The Santa Clara County Traffic Authority was formed and financed to build freeways in Santa Clara County. State Highway Route 85 was one of those freeway routes.

The construction of Route 85 destroyed an existing percolation pond. This agreement provides for the construction of a new percolation pond.

The County and The Authority agree that the County will construct the Percolation Pond by contract, and will advertise and administer the Percolation Pond construction contract.

Thee County and the Authority agree that the Authority will bear the total cost for construction of the Percolation Pond.

STEPS FOLLOWING APPROVAL:

- 1) An executed copy of the Agreement will be sent to:

Robert W. Scott
Interim Executive Director
Santa Clara County Traffic Authority
1754 Technology Drive, Suite 224
San Jose, CA 95110

- 2) Send copies of the fully executed Agreement to:

Ted Cicoletti - Transportation Agency
Bill Parsons - County Treasurer
Jerry Rosenquist - Transportation Finance

SAB:TAC:lr
[1840]

Attachment

cc: Robert W. Scott - SCC Traffic Authority
David Downs - Bechtel
JR
SAB
RBP
JDM
HK
TAC

COUNTY OF SANTA CLARA
CALIFORNIA

OFFICE OF THE BOARD OF SUPERVISORS
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
(408) 299-4321

MEMBERS OF THE BOARD
Michael M. Honda, District 1
Zoe Lofgren, District 2
Ron Gonzales, District 3
Rod Diridon, District 4
Dianne McKenna, District 5

April 12, 1993

Robert W. Scott, Interim Executive Director
Santa Clara County Traffic Authority
1754 Technology Drive, Suite 224
San Jose, CA 95110

Dear Mr. Scott:

SUBJECT: AGREEMENT WITH SANTA CLARA COUNTY TRAFFIC AUTHORITY RELATING TO
ADVERTISING, CONTRACT ADMINISTRATION AND CONSTRUCTION OF
ALMADEN EXPRESSWAY/ROUTE 85 PERCOLATION POND

Enclosed you will find one fully executed duplicate original of the subject Agreement between the County of Santa Clara and the Santa Clara County Traffic Authority. The Board of Supervisors, at its regularly scheduled meeting on April 6, 1993 approved this Agreement on behalf of the County.

The enclosed is for your information and records.

Very truly yours,


Erline Jones
Deputy Clerk

ej

f Enclosure

cc: Ted Cicoletti, Transportation Agency