

AGREEMENT BETWEEN COUNTY SANITATION DISTRICT  
NO. 4 OF SANTA CLARA COUNTY, AND COUNTY OF  
SANTA CLARA, CALIFORNIA, RELATING TO CONSTRUCTION  
OF LATERAL SEWERS AND APPURTENANCES WITHIN  
BASCCM AVENUE IN CONJUNCTION WITH WILLOW-UNION  
II C & D TRUNK SEWER

AGREEMENT, made by COUNTY SANITATION DISTRICT NO. 4  
OF SANTA CLARA COUNTY, California, a county sanitation  
district, hereinafter referred to as "District", and  
COUNTY OF SANTA CLARA, a county of the State of Calif-  
ornia, hereinafter referred to as "county".

RECITALS:

(a) County proposes to improve Bascom Avenue between  
the Los Gatos Creek and Hamilton Avenue; also from a point  
approximately 400' South of Apricot Avenue Southerly to  
Union Avenue, all pursuant to its project entitled "PLAN  
FOR THE IMPROVEMENT OF BASCOM AVENUE, BETWEEN WEST SAN  
CARLOS STREET AND HAMILTON AVENUE AND BETWEEN APRICOT AVENUE  
AND UNION AVENUE".

(b) District proposes to have its Willow-Union II C & D  
Trunk Sewer constructed ahead of the proposed improvement of  
Bascom Avenue and has included in its project certain lateral  
sewer and appurtenance construction, as more particularly  
described in Paragraph 1, below, necessary to avoid subse-  
quent excavation through the pavement to be installed within  
the area of the County's project referred to in Paragraph  
(a), above.

(c) The parties wish to provide for construction of the  
said lateral sewers and appurtenances and to provide for  
County's payment for the cost thereof.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Construction of Lateral Sewer and Appurtenances:  
District shall include the following lateral sewer and  
appurtenance construction items within the work to be

REC'D APR 23 1970

Conformed copies to:

Finance - 1

Public Works - 2  
6-11-76 copy to Sanitation Dist #4

APR 21 1970

performed pursuant to a contract awarded to low bidding contractor at the unit prices listed:

ESTIMATED COST TO COUNTY OF SANTA CLARA

Bid Item 14a	19' of 4" lateral @ \$14	\$ 266
Bid Item 14b	17' of 6" lateral @ \$20	340
Bid Item 15	120' of 4" lateral @ \$12	1,440
Sewer taps	7 @ \$30	210
Bid Item 16	12 Y-T combo @ \$20	240
Bid Item 17	1 relocate cleanout	100
Cleanout box		<u>4</u>
Total Contract Items		\$ 2,600
Contingencies @ 10%		<u>260</u>
Subtotal of Construction & Materials		\$ 2,860
Engineering & Inspection @ 15%		<u>429</u>
TOTAL ESTIMATED COST TO COUNTY		\$ 3,289

2. Modification of Construction: District may modify the quantities of sewer and appurtenance construction set forth in Paragraph 1, above, to provide for conditions found during construction of the sewers and street improvements, upon approval of County's Director of Public Works, at the unit prices set forth.

3. Payments by County for Construction: County shall make construction progress payments to District, at the times and in the manner provided in District's specifications applicable to said sewer construction, based on ninety percent (90%) of the value of completed work as determined by District. Final payment for construction shall be made thirty-five (35) days after the recordation of a notice of completion by the District.

4. Engineering Services: District shall provide all engineering services required for the sewer and appurtenance construction set forth in Paragraph 1, above, including

preparation of plans and specifications, field controls for construction; inspection of construction and determination of quantities constructed.

5. Payment by County for Engineering Services: County shall pay District for engineering services provided pursuant to Paragraph 4, above, based on that part of the total cost of engineering services for the District's Willow-Union II C & D Trunk Sewer project as the cost of the sewer and appurtenance construction set forth in Paragraph 1, above, bears to the total project construction cost, but not to exceed fifteen per cent (15%) of the cost of the sewer and appurtenance construction set forth in Paragraph 1, above. Payments shall be made within sixty (60) days after receipt of statement from District.

6. Commencement of Construction: This agreement shall be null and void, and of no force and effect, and County shall not be required to make any payments to District, if construction of the sewer and appurtenance construction set forth in Paragraph 1, above, is not commenced prior to July 1, 1970.

7. Indemnification: District shall indemnify and save harmless County from any and all loss arising out of any claims, demands or actions, resulting from the sewer and appurtenance construction set forth in Paragraph 1, above, except as hereinabove provided.

IN WITNESS WHEREOF, the parties have executed this agreement this \_\_\_\_\_ day of APR 21 1970, 1970.

ATTEST:

DeLois Spence  
District Secretary

COUNTY SANITATION DISTRICT NO. 4  
OF SANTA CLARA COUNTY, CALIFORNIA

By S. Dorman  
Chairman

ATTEST

COUNTY OF SANTA CLARA

APPROVED AS TO FORM

James Pullan  
Clerk  
Clerk of the Board of Supervisors

By Victor Calvo  
Chairman, Board of Supervisors

8.

April 21, 1970

County Sanitation District No. 4  
100 E. Sunnyoaks Avenue  
P. O. Box 368  
Campbell, California 95008  
Attention: Mr. P. R. Nichols

Subject: Agreement with County Sanitation District No. 4  
For Construction of Lateral Sewers and Appurtenances  
within Bascom Avenue in conjunction with Willow-  
Union II C & D Trunk Sewer (Bascom Avenue Widening  
Project)

Dear Mr. Nichols:

Enclosed you will find an original and one copies of  
an agreement between the County of Santa Clara and the  
party (ies) named above. The Board of Supervisors at  
its regularly scheduled meeting on April 21, 1970,  
authorized its Chairman to execute this agreement on  
behalf of the County.

After execution of all copies, we would appreciate your  
returning one copy (ies) to this office.

Very truly yours,

JEAN PULLAN, Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk

JPkb  
Encls.  
cc: Public Works Dept.

No. 1



