

AGREEMENT

BY AND BETWEEN THE COUNTY OF SANTA CLARA  
AND THE SANTA CLARA VALLEY WATER DISTRICT  
FOR THE REPLACEMENT OF THE BRIDGE ACROSS  
THE LOWER LLAGAS CREEK AT BLOOMFIELD AVENUE

This Agreement is made and entered into as of this \_\_\_ day of MAR 24 1987 by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter referred to as "County", and the SANTA CLARA VALLEY WATER DISTRICT, a public corporation, hereinafter referred to as "District".

RECITALS:

A. District has determined that the existing bridge across the Lower Llagas Creek at Bloomfield Road and adjacent creek channel, shown on "Exhibit A" hereto, are so small as to restrict floodwater conveyance and therefore desires to increase the water opening by replacing the existing bridge with a new bridge approximately 234 feet long together with the necessary channel construction.

B. County has determined that the existing bridge is functionally obsolete and too narrow to safely sustain the existing vehicular/bicycle traffic and therefore desires to replace the same with a new bridge about 34 feet wide.

C. Financing for the project may become available to District under the subvention program of the California Department of Water Resources (DWR).

AGREEMENT:

1. Scope of Work. The work, the subject of this Agreement, hereinafter "the Project" consists, in general, of removing and replacing the said existing bridge with a new bridge about 34 feet wide by 234 feet long including channel construction necessary to conform thereto. The channel construction consists of channel excavation and slope protection. The remainder of the project consists of clearing, grubbing, bridge removal, reinforced concrete, grading, paving, utility relocation and all additional work necessary to complete the Project.

2. Plans, Specifications, Estimates. District will prepare all plans, specifications and estimates for replacing the existing bridge. District will also prepare all plans, specifications and estimates for all channel construction necessary to conform to the new bridge and District will include these plans as part of the Project plans. District will submit a copy of the preliminary Project plans and specifications to County for review and comment. District will submit a copy of the final Project plans, specifications estimate and structural calculations to County for review and approval.

3. Acquisition of Real Property. District will acquire all the needed real property within the boundaries of the creek and the roadway of Bloomfield Avenue. County shall convey to District an easement covering areas in County ownership to be used for creek purposes. District shall convey to County fee title to areas in District ownership to be used for roadway and bridge purposes, subject to standard reservation of easement for flood control. District shall prepare all plats and property descriptions required for conveyance of easements and fee title to and by District and County. If required, District will acquire any temporary detour easements or rights of entry and will prepare plats and property descriptions therefor.

A fully executed copy to Santa Clara Valley Water District; Conformed copies to Controller, TA-Admin.;  
TA-Construction Operations.  
3/26/87 JW

4. Construction. Following approval of the plans, specifications and estimate by County, District will acquire all permits and arrange and coordinate all utility relocations or adjustments. County will advertise for bids for construction of Project in accordance with law and the schedule on Exhibit B attached hereto and County's adopted policies concerning utilization of minority business enterprises (MBE's). Following opening of the construction bids for the Project, County will advise District of the bids received and the lowest responsible bid which County intends to accept. Such bid must not exceed the engineer's estimate for the project, plus ten percent. No change in the plans shall be made during construction nor shall authorization be given to increase Project quantities or for any extra work totaling more than \$10,000 without prior written approval by District. In addition, District will provide all surveying during construction.

5. Project Costs. It is agreed that the total Project cost shall mean the actual contract cost plus ten percent for engineering and inspection. The total Project cost is estimated by County and District to be \$1,500,000.

6. Payment of Costs. District shall pay County 100 percent of the total Project cost.

7. Prepayment. On <sup>MAY 1 1987</sup>~~April 1, 1987~~, after the bids have been received, District will submit a claim to DWR for an advance of the total Project cost. The claim will include the total bid price which the County intends to accept plus ten percent for engineering and inspection. If DWR approves this claim, District will deposit the funds advanced by DWR with County on or about May 7, 1987 and before award of a contract by County, in accordance with the schedule in Exhibit B.

8. Final Cost and Adjustments. Upon completion or termination of the Project, County shall submit to District two certified copies of the final accounting of the actual total Project cost including any extra work and materials required for the Project. If the total Project cost exceeds the deposits made, District shall pay County the difference between the total Project cost and the amount deposited within thirty (30) days. If the total Project cost is less than the deposits made, County shall refund the difference to District within thirty (30) days. County will also pay the District any interest earned on money deposited with the County. Such interest will equal the return on County invested funds earned in the period.

9. Records and Accounts. County shall keep, maintain and make available for inspection by District or its authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures on the Project made by County.

10. Termination. This Agreement shall terminate on May 29, 1987 if District has not deposited the estimated Project cost prior to that date. In the event of such termination, District shall reimburse County no later than August 1, 1987, the actual accrued costs up to the date of termination of the Project and determine the final accounting and costs as provided in paragraph 8.

11. Final Drawings. At the completion of the Project, County shall furnish District with a set of reproducible "as built" drawings.

12. Maintenance. At the completion of the Project, County shall have the responsibility to inspect, maintain and repair bridges, roadway and appurtenances and liability therefor shall in no way devolve upon District. District shall have the

responsibility to inspect, maintain and repair the creek channel and appurtenances and liability therefor shall in no way devolve upon County.

13. Insurance. County shall require any contractor awarded a contract for the Project to secure and maintain in full force and effect at all times during construction of the Project and until the Project is accepted by County, public liability and property damage insurance in forms and limits of liability satisfactory and acceptable to both District and County, insuring District and County and their respective officers and employees, from and against any claims, loss liability, cost of expenses arising out of or in any way connected with the construction of the Project. The aforementioned policy shall contain a provision that the insurance afforded thereby to District and County and their respective officers and employees shall be primary insurance to the full limits of liability of the policy, and that if District or County, or their respective officers and employees have other insurance against a loss covered by such policy that other insurance shall be excess insurance only.

14. Hold Harmless. It is mutually understood and agreed:

A 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 to be done by District under or in connection with any work, authority or jurisdiction delegated to District under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, District 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 to be done by District under this Agreement under or in connection with any work, authority or jurisdiction delegated to District under this Agreement.

B. That neither District, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done 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 District harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by County under this Agreement under or in connection with any work, authority or jurisdiction delegated to County under this Agreement.

CONTRACT FOR BRIDGE REPLACEMENT ACROSS LOWER LLAGAS CREEK AT BLOOMFIELD AVENUE  
WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

COUNTY OF SANTA CLARA,  
a political subdivision of  
the State of California

By *Dianne McKenna*  
Chairperson, Board of Supervisors  
"Santa Clara" Dianne McKenna

SANTA CLARA VALLEY WATER DISTRICT,  
a public corporation

By *[Signature]* DEC 23 1966  
Chairman, Board of Directors  
"District"

ATTEST: DONALD M. RAINS

Phyllis A. Perez  
Assistant Clerk  
of the Board of  
Supervisors

*Phyllis Perez*  
Board of Supervisors

ATTEST: SUSAN A. PINO

*Susan A. Pino*  
Clerk of the Board of Directors

APPROVED AS TO FORM: *And Legality*

*Herbert L. Hinton*  
County Counsel

APPROVED AS TO FORM:

*[Signature]*  
General Counsel

# PROJECT SITE

437/17

Lake 37/130

RANCHO  
RANCHO

Bloomfield

Creek



Scale 1" = 500'

Rd

SAN  
LAS

Davidson

# EXHIBIT A

15000

5

4

**EXHIBIT B**  
**SCHEDULE**

<b>Final plans and specifications approved by County and District</b>	<b>December 19, 1986</b>
<b>District certify all land rights and permits and submit design report to County</b>	<b>January 30, 1987</b>
<b>District contract DWR to assess the potential availability of advance funds. Make decision on whether or not to advertise</b>	<b>February 10, 1987</b>
<b>County advertise project</b>	<b>March 17, 1987</b>
<b>District submit claims to DWR for advance</b>	<b>April 1, 1987</b>
<b>Open bids</b>	<b>April 16, 1987</b>
<b>District receive advance from DWR <sup>(1)</sup></b>	<b>May 6, 1987</b>
<b>District deposit advance with County</b>	<b>May 7, 1987</b>
<b>County award contract</b>	<b>May 29, 1987</b>

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**(1) Subsequent steps can be moved up or back if DWR sends the advance before or after May 6, 1987.**

**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**  
Susanne Wilson, District 1  
Zoe Lofgren, District 2  
Thomas L. Legan, District 3  
Rod Diridon, District 4  
Dianne McKenna, District 5

March 26, 1987

Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, California 95118

Gentlemen:

**SUBJECT: AGREEMENT FOR THE REPLACEMENT OF THE BRIDGE ACROSS THE LOWER  
LLAGAS CREEK AT BLOOMFIELD AVENUE**

The Santa Clara County Board of Supervisors, at its regularly scheduled meeting of March 24, 1987, approved the subject Agreement.

Enclosed is a fully executed copy of the Agreement for your information and files.

Very truly yours,

**BOARD OF SUPERVISORS  
DONALD M. RAINS, CLERK**

Jenette Williams  
Deputy Clerk

DMR:jw

Enclosures

**COPY**

# Santa Clara Valley Water District



5750 ALMADEN EXPRESSWAY  
SAN JOSE, CALIFORNIA 95118  
TELEPHONE (408) 265-2600

December 24, 1986

Mr. John Wollhausen  
Senior Bridge Engineer  
Transportation Agency  
1555 Berger Drive  
San Jose, CA 95108

Dear Mr. Wollhausen:

Subject: Agreement No. A0798, Bloomfield Road Bridge on Reach 1 of Lower Llagas Creek, Project No. 5028

Enclosed are the original and one copy of the subject Agreement which was approved by the Board of Directors of this District on December 23, 1986.

After the Agreement has been signed by your agency, please send one fully executed copy to me.

Sincerely yours,

*for Doris Maronick*  
Susan A. Pino  
Clerk/Board of Directors

Enclosures

RECEIVED  
Transportation Dept.

JAN 3 1987

Transportation Dev.

ORIGINAL

MAR 24 1987

AN AFFIRMATIVE ACTION EMPLOYER



THIS IS FOR YOUR STARS  
ENTRY AND TRANSMITTAL TO  
FINANCE.

JOB NO.  
CHANGE ORDER NO.

BOARD OF SUPERVISORS  
COUNTY OF SANTA CLARA

REVISED

DATE: March 31, 1987

The following AGREEMENT was APPROVED by the Board of Supervisors at a meeting held on MARCH 24, 1987, Item No. 8.

PROJECT TO BE CHARGED: REPLACEMENT OF LLAGAS CREEK BRIDGE ON BLOOMFIELD  
AVENUE.

FOR THE AMOUNT OF \$1,500,000.00\*\*\*

CONTRACTOR: SANTA CLARA VALLEY WATER DISTRICT.

COMPLETION DATE: 200 WORKING DAYS.

BUDGET ITEM: \_\_\_\_\_ (FOR CONTROLLER'S USE)

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Deputy Clerk  
Jenette Williams

CC -- CONTROLLER  
CC -- FILE  
CC -- ORIGINATING DEPARTMENT

COPY

California

TRANSMITTAL MEMORANDUM



Prepared by JAB WOLTHAUSEN

Page 1 of 4

S.D. 1

Reviewed by JAB BRUCE

Submitted by JAB READING

DATE: March 6, 1987

APPROVED: DIRECTOR

TRANSIT DISTRICT BOARD: Agenda Date MAR 24 1987 Item No. \_\_\_\_\_

COUNTY BOARD OF SUPERVISORS: Agenda Date March 17, 1987 Item No. \_\_\_\_\_

TRANSPORTATION COMMISSION: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

JAB  
FROM: SCOTTY A. BRUCE, DESIGN AND CONSTRUCTION

- SUBJECT:
1. AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE SANTA CLARA VALLEY WATER DISTRICT FOR THE REPLACEMENT OF THE BRIDGE ACROSS THE LOWER LLAGAS CREEK AT BLOOMFIELD AVENUE.
  2. CONTRACT DOCUMENTS FOR THE REPLACEMENT OF LLAGAS CREEK BRIDGE AT BLOOMFIELD AVENUE.

RECOMMENDED ACTION:

1. It is recommended that the Board of Supervisors approve the attached agreement between the County of Santa Clara and the Santa Clara Valley Water District for the replacement of the existing bridge across lower Llagas Creek at Bloomfield Avenue and authorize the Chairperson of the Board to execute the agreement.
2. It is recommended that the Board of Supervisors approve the Contract Documents for the replacement of Llagas Creek Bridge at Bloomfield Avenue and authorize the Transportation Agency to advertise for bids on March 24, 1987 with bid opening on April 30, 1987. The total time allotted for construction is 200 working days. The DBE/WBE goal is 10%.

DATE: March 6, 1987

TRANSIT DISTRICT BOARD AGENDA DATE: ~~March 17, 1987~~

COUNTY BOARD OF SUPERVISORS AGENDA DATE: ~~March 17, 1987~~

TRANSPORTATION COMMISSION AGENDA DATE:

- SUBJECT:** 1. AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE SANTA CLARA VALLEY WATER DISTRICT FOR THE REPLACEMENT OF THE BRIDGE ACROSS THE LOWER LLAGAS CREEK AT BLOOMFIELD AVENUE.
2. CONTRACT DOCUMENTS FOR THE REPLACEMENT OF LLAGAS CREEK BRIDGE AT BLOOMFIELD AVENUE.

**BACKGROUND:**

In 1982 a final environmental impact statement was published by the United States Department of Agriculture. The report covered the Llagas Creek watershed and the need to replace the existing bridge at Bloomfield Avenue to reduce the potential for flooding during high flows.

In 1983 Santa Clara Valley Water District informed the County that they were planning to replace the existing bridge over Llagas Creek at Bloomfield Avenue to conform to the existing (improved) width of Llagas Creek adjacent to the existing bridge and subsequently requested the County to enter into a cooperative agreement to design and construct a new bridge.

During the past several months staffs of the Transportation Agency and the Santa Clara Valley Water District have been developing design alternatives and negotiating the joint agreement for financing the cost of the project.

On December 23, 1986 the agreement was approved by the Board of Directors of Santa Clara Valley Water District.

**CONSEQUENCES OF NEGATIVE ACTION:**

The existing obsolete bridge would remain in service and would continue to present safety problems to vehicular, pedestrian and bicycle traffic and would also continue to cause local flooding during high flows.

