

5 of 10/26/82

AGREEMENT

SCVWD#A0559

COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter "County", and

SANTA CLARA VALLEY WATER DISTRICT, a local public agency of said State, hereinafter "District",

AGREE, this _____ day of OCT 26 1982, 1982, as follows:

RECITALS:

A. County intends to improve Burchell Road embankment at Hecker Pass Highway.

B. District will complete plans and specifications for certain work of improvement of the channel of Uvas Creek ("the project"), including such embankment work, and will complete initial surveys therefor.

C. By separate contract with District, United States Soil Conservation Service (SCS) will, upon approval of such plans and specifications by County, proceed to let a construction contract for the project, including, as stated above, the element which County requires.

D. The intent and occasion of this agreement is to provide for reimbursement by County of District's costs expended on the project to the extent that such costs would have been borne by County but for District's said work.

AGREEMENT:

1. Upon approval by County of District's plans and specifications relating to the Burchell embankment work mentioned in the recitals above in the area of Uvas Creek shown on "Exhibit A" hereto, so marked and made a part hereof, District will provide the same to SCS which will call for bids, award the construction contract to the lowest responsible bidder and administer the construction contract to completion, all in accordance with existing SCS policies.

2. Within thirty (30) days after its approval of said Burchell embankment element of said plans and specifications, County will deposit with District the sum of \$20,000 to be applied to County's share of the actual cost of construction of the project.

3. County's share of the actual cost of construction shall be confined to the actual cost of the restoration of the Burchell Road embankment as aforesaid. The parties agree that this figure is to be found by application of the percentage of contract items of work shown on the schedule thereof hereunto attached marked "Exhibit B" and made a part hereof.

4. SCS will provide District a copy of the accounting for the actual construction cost. District will provide a copy thereof to County. The twenty percent of construction cost due from County is

2 Original agreements to Santa Clara Valley Water Dist. (1 Pink-tagged for return)
1 copies to Dorothy Gullion, T/A for Roads Operations. 11/3/82

NOTICE ©2576
Please return this document to the Board of Supervisors, Santa Clara County, 500, 70 W. Hedding St., San Jose, Calif. 95110. We shall provide County departments involved with conformed copies. Thank you. Clerk, Board of Supervisors

payable to District, less County's deposit, within twenty (20) days of County's receipt of such copy. If such statement shows that the deposit exceeded County's obligation hereunder, the overpayment shall be reimbursed by District at once.

5. County shall acquire all permanent easements or right of way needed for completion of the work at Burchell Road. County shall bear the entire expense of such acquisition. This agreement will serve as permission to work within County right of way and negate the need of an encroachment permit.

6. District will insure that any contractor awarded a contract for any portion of the project shall secure and maintain in full force and effect at all times during the construction of the project and until the project is accepted, public liability and property damage insurance in forms and limits of liability satisfactory and acceptable to both District and County, insuring in the usual terms the District and County and their respective officers and employees from and against any claim, loss, or liability 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.

7. SCS has agreed to 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 made by SCS on construction costs of the project. District will make available for inspection by County said records and books.

8. This agreement shall terminate on June 30, 1983, if SCS has not awarded a contract for construction of the above described project prior to that date. In the event of such termination, District shall refund to County all sums advanced, for construction only, under Paragraph 2 of this agreement. All other terms of this agreement shall remain in force and effect.

9. It is mutually understood and agreed that:

a. 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 or in connection with any work, authority or jurisdiction delegated to District under this agreement.

b. 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 or in connection with any work, authority or jurisdiction delegated to County under this agreement.

WITNESS OUR HANDS the day and year first above written.

SANTA CLARA VALLEY WATER DISTRICT

By: *Sig Sanchez*
SIG SANCHEZ
Vice Chairman/Board of Directors
"District"

APPROVED AS TO FORM:

Albert Thomas Henley
ALBERT THOMAS HENLEY
General Counsel

Date: NOV 9 1982

COUNTY OF SANTA CLARA

By: *Susanne Wilson*
Chairperson, Board of Supervisors
"County"

ATTEST:

By: *Diana McLean*
Clerk of the Board of
County Supervisors

APPROVED AS TO FORM:

By: *Robert Z. Kordon*
County Counsel

Dated: 9/28/82

EXHIBIT B

Schedule of Costs Between Burchell Road Site
and Hecker Pass Road Site

Bid Item	Engrs. Est. for 100% of Item	% Applied to Burchell Road Site	Cost Applied to Site	Estimated County's Share at 20%
1. Clearing and Snagging	\$ 5,000	60	\$ 3,000	\$ 600
2. Mobilization	11,800	60	7,080	1,416
3. Removal of Water	800	60	480	96
4. Channel Restoration	18,000	86.5	15,580	3,116
5. Grouted Rock Riprap Burchell	74,000	100	74,000	14,800
6. Grouted Rock Riprap Hecker Pass	49,000	0	0	0
7. Seeding and Mulching	200	60	120	24
8. Liability Insurance	200	60	120	24
	<u>\$159,000</u>		<u>\$100,380</u>	<u>\$20,076</u>

From engineer's estimate:

Grouted Rock Riprap Burchell Rd.	\$ 74,000	=	60%
Grouted Rock Riprap Hecker Pass Rd.	<u>49,000</u>	=	<u>40%</u>
	\$123,000	=	100%
Channel Restoration Burchell Rd.	900 C.Y.	=	86.5%
Channel Restoration Hecker Pass Rd.	<u>140 C.Y.</u>	=	<u>13.5%</u>
	1040 C.Y.	=	100.0%

1:670,000

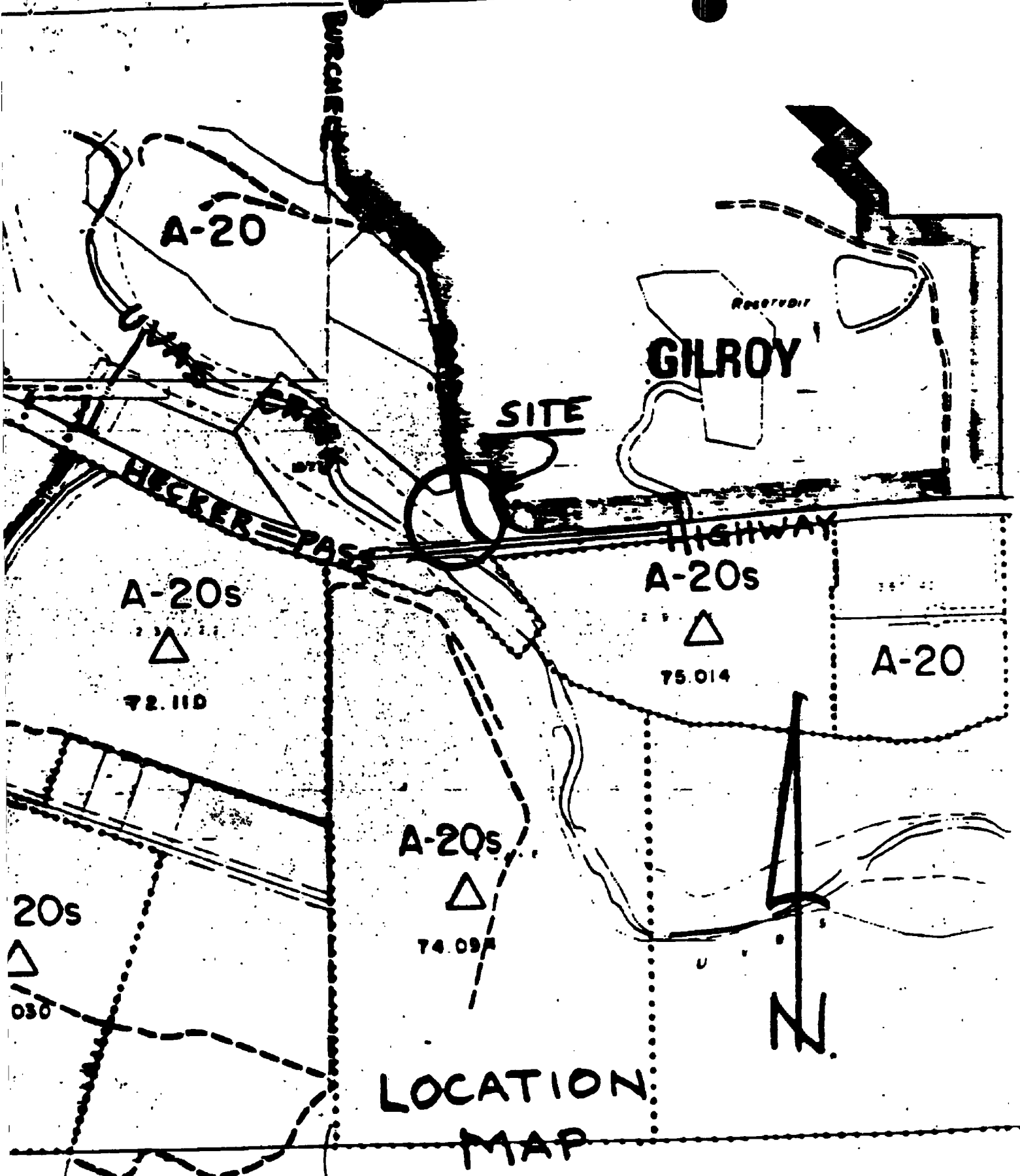


EXHIBIT A

Santa Clara Valley Water District



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

November 16, 1982

Board of Supervisors
70 West Hedding Street
San Jose, CA 95110

Ladies and Gentlemen:

Subject: Agreement No. A0559 for Reimbursement of Costs - Burchell Road
Embankment near Hecker Pass Highway, Uvas Creek, Project No. 5018

Enclosed is a fully executed copy of the subject Agreement which was approved by the Board of Directors of this District on November 9, 1982.

Sincerely yours,

Doris Marovich

for Susan A. Ekstrand
Clerk/Board of Directors

Enclosure

cc: Mr. Alan V. Jones
Road Maintenance Engineer
County of Santa Clara
1555 Berger Drive
San Jose, CA 95112

RECEIVED
BOARD OF SUPERVISORS
NOV 18 10 48 AM '82
COUNTY OF
SANTA CLARA

California

Prepared by Kenneman
Reviewed by Shields
Submitted by Burchell

TRANSMITTAL MEMORANDUM

S.D. I

Page 1 of 3

DATE: October 12, 1982

COUNTY BOARD OF SUPERVISORS:	Agenda Date <u>October 26, 1982</u>	Item No. _____
TRANSIT DISTRICT BOARD:	Agenda Date _____	Item No. _____
TRANSPORTATION COMMISSION:	Agenda Date _____	Item No. _____

FROM: R. M. SHIELDS, TRANSPORTATION AGENCY

SUBJECT: "AGREEMENT" BETWEEN THE COUNTY OF SANTA CLARA AND THE SANTA CLARA VALLEY WATER DISTRICT RELATING TO IMPROVEMENTS OF BURCHELL ROAD EMBANKMENT AT HECKER PASS HIGHWAY

RECOMMENDED ACTION:

Approve the attached Agreement for reimbursement of costs to rebuild the Burchell Road embankment near Hecker Pass Highway. The Burchell Road embankment is part of a joint project funded eighty percent (80%) by the United States Soil Conservation Service (SCS) and twenty percent (20%) shared proportionately between the Santa Clara Valley Water District and the County of Santa Clara.

The County's portion of the cost to implement this Agreement is available in the Budget Account for Road Maintenance (0023-4001-2538-M18-R5432) and is estimated to be \$20,000.00.

REASONS FOR RECOMMENDATION:

Burchell Road, a County maintained road, is situated adjacent to Uvas Creek which is a Santa Clara Valley Water District Facility.

Hecker Pass Highway (SR152) passes just south of this location. Storm erosion damage necessitated channel improvements of Uvas Creek and the embankment restoration of Burchell Road. It would be more economical to have all the work performed under a single contract.

Therefore, Santa Clara Valley Water District was requested to include Burchell Road embankment restoration in their project for channel improvement for which an agreement would be entered into regarding mutual responsibilities.

APPROVED: DIRECTOR _____

COUNTY EXECUTIVE _____

DATE: October 12, 1982

COUNTY BOARD OF SUPERVISORS AGENDA DATE: October 26, 1982

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: "AGREEMENT" BETWEEN THE COUNTY OF SANTA CLARA AND THE SANTA CLARA VALLEY WATER DISTRICT RELATING TO IMPROVEMENTS OF BURCHELL ROAD EMBANKMENT AT HECKER PASS HIGHWAY

BACKGROUND:

Uvas Creek flooding last Winter caused considerable damage to Burchell Road and its embankment. County personnel made emergency repair to the embankment and roadway with plans to make permanent repairs at a later date. The flood waters also caused creek channel and embankment damage at Hecker Pass Highway thus, qualifying the area for channel improvement by the SCS.

The District prepared plans and specifications which included the Burchell Road repair. The District then, with the United States Soil Conservation Service (SCS) let a construction contract for the project which included the County requirements.

Plans, specifications, estimates and tentative agreements were circulated between the Agencies involved. The various staffs were in agreement and decided to go to bid with the project and seek an "Agreement for Reimbursement, after the fact."

The County's portion was estimated at \$20,076 based upon the Engineer's estimate (See Exhibit "B"). The contract was awarded at one (1) percent less than the Engineer's estimate and the low bidder has begun work.

Burchell Road and embankment were included in last Winter's Federal Disaster Reimbursement Funding Request and had been approved for approximately Thirteen Thousand Dollars (\$13,000) reimbursement from the Federal Emergency Management Agency (FEMA). The remainder of the County's portion of cost is available in budget for Road Maintenance and Repair.

CONSEQUENCES OF NEGATIVE ACTION:

The Santa Clara Valley Water District will not be reimbursed for improvements to Burchell Road embankment to date and would cease work within the County right-of-way.

County forces would then complete the project as previously planned at full cost, estimated at One hundred Thousand Dollars (\$100,000).



DATE: October 12, 1982

October 26, 1982

COUNTY BOARD OF SUPERVISORS AGENDA DATE:

TRANSIT DISTRICT BOARD AGENDA DATE:

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT: "AGREEMENT" BETWEEN THE COUNTY OF SANTA CLARA AND THE SANTA CLARA VALLEY WATER DISTRICT RELATING TO IMPROVEMENTS OF BURCHELL ROAD EMBANKMENT AT HECKER PASS HIGHWAY

STEPS FOLLOWING APPROVAL:

The Agreement will be fully executed by the Santa Clara Valley Water District and the terms of the Agreement will be carried out.

RMS/WK: js

Attachment: Agreement from SCVWD (two counterpart originals) including, Location Map - Exhibit "A", and Schedule of Costs - Exhibit "B"

cc: Herb Keaton, Deputy County Counsel
Donna Mahin, Manager-Finance Department
Bruce Wilson, Santa Clara Valley Water District

