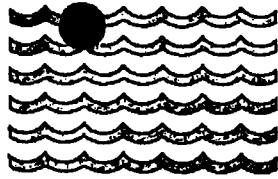


santa clara county



FLOOD CONTROL AND WATER DISTRICT

DONALD K. CURRLIN

GENERAL MANAGER



516 EAST MARTHA STREET
SAN JOSE, CALIF. 95112
DEPARTMENT OF ADMINISTRATION AND FINANCE 299-2031
CLERK OF THE BOARD 299-2031
ENGINEERING DEPT. 299-3843
PUBLIC SERVICE DEPT. 299-3841

May 19, 1969

Mrs. Jean Pullan
Clerk/Board of Supervisors
County of Santa Clara
Room 524
70 West Hedding Street
San Jose, California 95110

Dear Mrs. Pullan:

Enclosed is a duly executed copy of agreement between the County of Santa Clara and this District Relating to Construction of a Culvert Under Capitol Expressway as approved by the Board of Directors of this District on May 13, 1969.

Very truly yours,

Mrs. Violet V. Enander
Clerk, Board of Directors

Enclosure

*Roads Cante + Agents
Cost Sharing - Capitol Exp
SCC Flood Control -
Water Dist*

B/S

AGREEMENT BETWEEN COUNTY OF SANTA CLARA
AND SANTA CLARA COUNTY FLOOD CONTROL AND
WATER DISTRICT RELATING TO CONSTRUCTION
OF A CULVERT UNDER CAPITOL EXPRESSWAY

This is an agreement between the County of Santa Clara, State of California (County), and the Santa Clara County Flood Control and Water District (District), relating to construction of a culvert to carry the flow of Silver Creek under Capitol Expressway. County is preparing to improve Capitol Expressway and will construct the culvert for District as part of the project.

IT IS AGREED between the parties as follows:

1. Preparation of Plans and Specifications. County shall prepare and submit to District for approval plans and specifications for construction of a culvert to carry the flow of Silver Creek under Capitol Expressway. The structure shall be a double twelve feet by twelve feet (12'x 12') box culvert two hundred feet (200') in length with upstream and downstream transitions. Upon approval by District these plans and specifications will be incorporated into the Capitol Expressway improvement project, all of which will be advertised for bid as a single project and constructed under a contract to be supervised to completion by County.

2. District's Share of Cost. District's share of the total cost of constructing the aforementioned culvert shall be limited to the below listed materials and quantities, with County bearing all other costs. In no event shall District's share exceed the sum of sixty-six thousand dollars (\$66,000).

1- Co. Counsel
3- Flood Control
1- Public Works

APR 15 1969

DESCRIPTION	QUANTITY	ESTIMATED COST PER UNIT	TOTAL COST
(a) Structural Concrete (115' of culvert and two transitions)	511 cubic yds.	\$ 80.00	\$40,880
(b) Reinforced Steel	58,500 lbs.	.13	7,605
(c) Structural Excavation	1,340 cubic yds.	3.50	4,690
(d) Structural Backfill	176 cubic yds.	6.00	1,056
(e) Steel Bridge Railing	55 linear ft.	12.00	660
(f) 12" cast iron pipe	120 linear ft.	10.00	1,200
(g) Manholes	3 each	400.00	1,200
(h) Trench Excavation	150 cubic yds.	3.00	450
(i) Remove Existing Culvert	1 each	Lump Sum	<u>2,259</u>
ESTIMATED TOTAL COST OF DISTRICT'S SHARE.			<u>\$60,000</u>

3. Deposit by District. On or before May 1, 1969, District shall pay to County sixty thousand dollars (\$60,000), which is the amount presently estimated to be District's share of the total cost of constructing the aforementioned culvert.


4. Final Accounting. Upon awarding a contract which provides for construction of the above described culvert, County shall submit to District a final accounting of the actual cost of District's share. This actual cost shall be determined by applying the contract's unit bid costs to the quantities set forth in paragraph 2 of this agreement. In the event this accounting shows that the cost of District's share is less than the amount deposited pursuant to paragraph 3 of this agreement, County shall return the difference to District within sixty (60) days. However, in the event this final accounting shows that the cost of District's share is greater than the amount advanced pursuant to paragraph 3 of this agreement, District shall pay County the difference up to a maximum amount of sixty-six thousand dollars (\$66,000) within sixty (60)

days from receipt of the final accounting.

5. Insurance. County shall require any contractor awarded this contract to have public liability and property damage insurance in form and limits of liability acceptable to District and County, insuring District and County and their respective officers and employees from and against any loss, cost or expense arising out of or in any way connected with construction of the above described culvert.

6. Termination. This agreement shall terminate on July 10, 1969, if, prior to that date, County has not awarded a contract providing for construction of the culvert. In the event of such a termination County shall refund to District the sum advanced under paragraph 3 of this agreement.

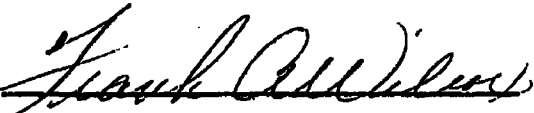
IN WITNESS WHEREOF, the parties hereto have executed this agreement on APR 15 1969.


Chairman, Board of Supervisors,
County of Santa Clara, State of
California

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors



SANTA CLARA COUNTY FLOOD CONTROL
AND WATER DISTRICT

By: 

APPROVED AS TO FORM:


Deputy County Counsel

ARS:j
3-28-69

April 16, 1969

Attention: Mr. Edwin Ferguson
Santa Clara County Flood Control and Water District
516 Martha Street
San Jose, California 95113

Subject: **Cooperative**
Agreement with **Flood Control District**
For **Construction of a Culvert by the County**
necessary for Capitol Expressway Improvement
Project - Silver Creek Crossing with Capitol
Expressway at Bambi Lane

Dear **Mr. Ferguson:**

Enclosed you will find an original and three 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 15, 1969, authorized its Chairman to execute this agreement on behalf of the County.

After execution of all copies, please return the original ~~copy~~ copy ~~(copy)~~ to this office. The remaining copies are for your records.

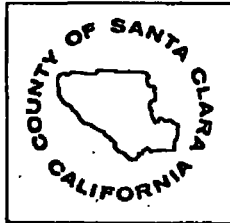
Very truly yours,

JEAN PULLAN, Clerk
of the Board of Supervisors

By _____
Deputy Clerk

JP: kb
Encls.
CC: Dept. Public Works

No. 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: April 7, 1969

FOR: BOARD OF SUPERVISORS AGENDA OF April 15, 19 69

FROM: STEFFANI, DESIGN, PUBLIC WORKS

TITLE: COOPERATIVE AGREEMENT BETWEEN COUNTY AND FLOOD CONTROL DISTRICT REGARDING SILVER CREEK CROSSING WITH PROPOSED CAPITOL EXPRESSWAY AT BAMBI LANE

DESCRIPTION:

This agreement provides for the construction of a double 12 feet by 12 feet box culvert by County as part of the proposed Capitol Expressway Improvement Project.

Construction of this culvert will be financed by County and the Flood Control District. County's share will be that portion of the culvert necessary for the construction of Capitol Expressway.

Approval is recommended.

It is requested that three (3) fully executed copies of the agreement will be sent to:

Mr. Edwin Ferguson
Santa Clara Flood Control and Water Conservation District
516 Martha Street
San Jose, California 95113

ECS:WS:vlh
attachments

EM

AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

APPROVED:

James T. Pott
JAMES T. POTT, COUNTY ENGINEER

ALUM ROCK

CAPITOL

**PROPOSED
CAPITOL EXPWY.**

**PROPOSED
CULVERT**

N
SCALE 1" = 500'



SILVER CREEK

**ELEMENTARY
SCHOOL**

STORY

**ELEMENTARY
SCHOOL**

ROAD

