

AGREEMENT BETWEEN THE  
COUNTY OF SANTA CLARA AND THE  
STATE OF CALIFORNIA TO PROVIDE  
ENGINEERING AND TESTING SERVICES  
FOR THE REPLACEMENT OF COCHRANE  
BRIDGE AT ANDERSON RESERVOIR ON  
DUNNE AVENUE  
FEDERAL PROJECT NUMBER BRRS-C117(1)

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THIS AGREEMENT, made and entered into on this JUL 2 1985 day of July 1985, by and between the County of Santa Clara, a political subdivision of the State of California hereinafter referred to as "COUNTY", and the STATE OF CALIFORNIA, acting by and through the Department of Transportation, hereinafter referred to as "STATE".

W I T N E S S E T H

WHEREAS, COUNTY contemplates replacement of a bridge at Anderson Reservoir on Dunne Avenue (Cochrane Bridge) hereinafter referred to as "PROJECT"; and

WHEREAS, COUNTY has requested and STATE is willing to furnish engineering services for said PROJECT provided all costs incurred by STATE on behalf of COUNTY are borne at the expense of COUNTY; and

WHEREAS, COUNTY and STATE desire to specify herein the conditions under which STATE services are to be provided for and financed.

NOW THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I

STATE AGREES:

- 1) To perform the following engineering services as authorized by Section 822.5 of the Streets and Highways Code:
  - A) Provide construction engineering services, to include furnishing construction inspectors.
  - B) Provide materials testing service, including source inspection, for construction phase of PROJECT.
- 2) Prior to commencement of engineering work by STATE personnel, to establish a special account to accumulate all related expenses and charges for all work performed on behalf of COUNTY pursuant to this Agreement.
- 3) Immediately following execution of this Agreement, to submit to COUNTY, billing in the amount of \$11,000 which figure represents COUNTY'S advance deposit to finance the total estimated cost (less anticipated Federal Reimbursement) of engineering services to be performed by STATE on behalf of COUNTY pursuant to this Agreement. The total estimated cost is \$55,000.

- 4) Upon completion of the PROJECT to furnish COUNTY with a final detailed statement of the accumulated costs, identifying actual hours worked and related expenses in connection with the services provided pursuant to this Agreement.

## SECTION II

### COUNTY AGREES:

- 1) To do all work necessary for the successful completion of the PROJECT except for that work which STATE has agreed to perform in SECTION I of this Agreement or by separate agreement.
- 2) To deposit with STATE, in advance and within 14 days of receipt of billing therefor, the amount of \$11,000, which figure represents the total estimate cost (less anticipated Federal Reimbursement) of engineering services to be performed by STATE on behalf of COUNTY pursuant to this Agreement. The total estimated cost is \$55,000.
- 3) Upon completion by STATE of all engineering services performed on behalf of COUNTY and upon receipt of a detailed statement and billing therefor, to reimburse STATE promptly, any amount over and above funds deposited by COUNTY as defined hereinbefore, required to complete COUNTY'S cost pursuant to this Agreement. Actual cost to COUNTY for

work performed by STATE on behalf of COUNTY as defined hereinbefore in Section I, Article (4) will be determined upon completion of all such work and final accounting of all related charges, and shall be a sum of the following:

- a) Salary costs computed in accordance with STATE'S standard accounting procedures.
- b) Travel and per diem expenses including charges for the use by such employee of STATE vehicles, if required in accordance with rates set up by the State Board of Control Rules under Title 2, Section 706.
- c) Administrative overhead costs computed in accordance with STATE'S Accounting Manual Chapter 11, Table 6-2.
- d) Less any Federal Reimbursement paid directly to STATE for engineering services provided pursuant to this agreement.

IT IS MUTUALLY UNDERSTOOD AND AGREED:

- 1) That, COUNTY may, at any time, or for any reason, terminate STATE'S services immediately and shall notify STATE in writing of such termination.

.2) That COUNTY will indemnify and save STATE, its officers, agents and employees harmless from any and all liability for injuries to persons or damage to property caused or resulting in any manner from the performance of any services by STATE personnel within the scope of this Agreement.

3) That should any portion of the project be financed with Federal Funds or Gas Tax Funds, all applicable procedures and policies relating to the use of such funds shall apply, notwithstanding other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year first hereinabove written.

STATE OF CALIFORNIA  
Department of Transportation

LEO J. TROMBATORE  
Director of Transportation

By John Voty  
Deputy District Director

COUNTY OF SANTA CLARA

By Rod Dirdon  
Chairperson, Board of Supervisors  
Rod Dirdon

ATTEST:

Donald M. Rains  
DONALD M. RAINS, Clerk  
Board of Supervisors

Approved as to form and  
Legality

Harriet L. ...  
County Counsel

WPYH16 - 12/31/86

**County of Santa Clara**  
**California**

July 5, 1985

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

Mr. Walt Gohl  
Local Assistance Engineer  
Department of Transportation  
District IV  
P. O. Box 7310  
San Francisco, CA. 94120

Subject: Agreement with above

for providing engineering services and testing services  
during construction of the Replacement Project-Cochrane  
Bridge.

Enclosed you will find 2 original(s) and 00 copies of  
an agreement between the County of Santa Clara and the  
parties named above. The Board of Supervisors at its  
regularly scheduled meeting on July 2, 1985 authorized  
execution of this agreement on behalf of the County.

After execution of all copies, we would appreciate your  
returning the pink tagged originals to this office.

Very truly yours,

BOARD OF SUPERVISORS  
DONALD M. RAINS, CLERK



Deputy Clerk

DMR: sla

Enclosures

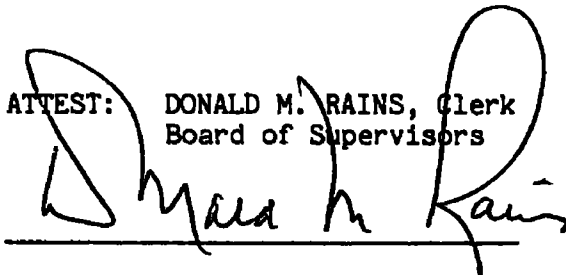
RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
SANTA CLARA APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT  
WITH THE STATE OF CALIFORNIA RELATED TO PROVIDING  
ENGINEERING AND TESTING SERVICES FOR THE REPLACEMENT OF  
COCHRANE BRIDGE AT ANDERSON RESERVOIR ON DUNNE AVENUE  
FEDERAL PROJECT NUMBER BRRS-C117(1)

BE IT RESOLVED, that the Board of Supervisors of the County of Santa Clara,  
State of California does hereby approve and authorizes the Chairperson of this  
Board to execute on behalf of the County of Santa Clara that certain agreement  
between the State of California and the County of Santa Clara related to  
providing engineering and testing Services for the replacement of Cochrane  
Bridge at Anderson Reservoir on Dunne Avenue, Federal Project Number BRRS-  
C117(1)

PASSED AND ADOPTED By The Board Of Supervisors of The County of Santa  
Clara, State of California on JUL 2 1985 by the following vote:

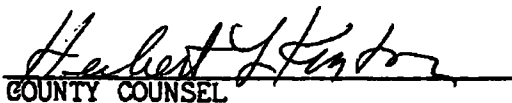
AYES: Supervisors DIRIDON, LEGAN, LOFGREN, MCKENNA, WILSON  
NOES: Supervisors NONE  
ABSENT: Supervisors NONE

ATTEST: DONALD M. RAINS, Clerk  
Board of Supervisors

  
\_\_\_\_\_

By   
Chairperson, Board of Supervisors  
Rod Diridon

APPROVED AS TO FORM AND LEGALITY:

  
COUNTY COUNSEL

ORIGINAL

JUL - 2 1985

I certified cc State Department of Transportation, 1 cc Transportation Agency 7/5/85

California



TRANSMITTAL MEMORANDUM

Prepared by Wolthausen

Page 1 of 6

S.D. \_\_\_\_\_

Reviewed by Bruce

Submitted by Reading

DATE: June 18, 1985

APPROVED: DIRECTOR FM

TRANSIT DISTRICT BOARD: Agenda Date \_\_\_\_\_ Item No. \_\_\_\_\_

COUNTY BOARD OF SUPERVISORS: Agenda Date July 2, 1985 Item No. \_\_\_\_\_

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

208  
FROM: SCOTTY A. BRUCE, TRANSPORTAION DEVELOPMENT

SUBJECT:

1. CONTRACT DOCUMENTS FOR THE REPLACEMENT OF COCHRANE BRIDGE ON DUNNE AVENUE - ANDERSON LAKE - COYOTE CREEK.
2. STATE/COUNTY COST SHARING AGREEMENT TO PROVIDE BRIDGE INSPECTION AND MATERIALS TESTING SERVICES.
3. CONSULTANT'S SCOPE OF SERVICES AND COMPENSATION TO PROVIDE PROJECT CONSTRUCTION ENGINEERING SERVICES.

RECOMMENDED ACTION:

1. It is recommended that the Board of Supervisors approve the Contract Documents for the replacement of Cochrane Bridge on Dunne Avenue at Anderson Lake/Coyote Creek and authorize the Transportation Agency to advertise for a bid opening on July 25, 1985. The total time allotted for construction is 240 working days. The DBE/WBE goal is 10%.

2. It is recommended that the Board of Supervisors approve the attached agreement between the State of California and the County to provide Engineering Services including construction and source inspection and testing services during construction of the replacement bridge and authorize the Chairperson of the Board to execute the agreement and the attached Resolution approving the agreement. The total estimated cost is \$55,000.



DATE: June 18, 1985

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: July 2, 1985

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT:

1. CONTRACT DOCUMENTS FOR THE REPLACEMENT OF COCHRANE BRIDGE ON DUNNE AVENUE - ANDERSON LAKE - COYOTE CREEK.
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REASONS FOR RECOMMENDATION: (cont.)

extremely dry weather conditions, the water level at the project site will be low enough by mid-August to construct the critical foundation elements of the bridge. This portion of the work must be completed before the winter rains.

The replacement bridge recommended by the Consultant for this site consist of a single span welded steel truss about 375 ft. long. This is an unusual type of highway structure and will require special erection and construction techniques. The design utilizes several unique earthquake and landslide resistant details. In order to assure compliance with plans specification and to insure quality control of materials, construction engineering including shop and field inspection of critical bridge elements will more appropriately be accomplished by the Design Consultant in conjunction with qualified bridge construction inspection and Testing Engineers. Retaining additional construction support will release key County Construction Operations, inspection and testing, staff for use on the Guadalupe Corridor Project.

BACKGROUND:

On October 2, 1978 it was reported to the Board of Supervisors that the existing Cochrane Bridge, located across earthquake fault, had suffered structural distress and a new crossing was recommended. As a result, the Board of Supervisors directed the Transportation Agency to complete the necessary environmental assessment and preliminary engineering required to construct the crossing. Attached is a copy of that report.

On January 8, 1979 the Board of Supervisors approved an agreement to provide engineering services and support necessary to develop project plans, specifications and cost estimates and to evaluate the environmental impacts for several alternative solutions.



DATE: June 18, 1985

TRANSIT DISTRICT BOARD AGENDA DATE:

COUNTY BOARD OF SUPERVISORS AGENDA DATE: July 2, 1985

TRANSPORTATION COMMISSION AGENDA DATE:

SUBJECT:

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3. CONSULTANT'S SCOPE OF SERVICES AND COMPENSATION TO PROVIDE PROJECT CONSTRUCTION ENGINEERING SERVICES.

STEPS FOLLOWING APPROVAL: (cont.)

Supervisors. Two signed copies of the agreement along with a certified copy of the Board of Supervisors Resolution are to be sent to:

Mr. Walt Gohl  
Local Assistance Engineer  
Department of Transportation  
District IV  
P.O. Box 7310  
San Francisco, CA 94120

2. The attached draft letter is to be typed, signed by the Chairperson of the Board of Supervisors and sent to:

Taber Consultants  
Engineers and Geologists  
536 Galveston Street  
West Sacramento, CA 95691

3. Advertise for bids July 2, 1985
4. Bid Opening July 25, 1985

