YOLO COUNTY AGREEMENT NO. 25-

AGREEMENT FOR IMPROVEMENTS TO THE BRIDGE ON STEVENSON BRIDGE ROAD (YOLO COUNTY ROAD 95A) AT PUTAH CREEK

This Agreement for Improvements to the Bridge on Stevenson Bridge Road (Yolo County Road 95A) at Putah Creek ("Agreement") is entered into this day of , 2025, by and between the County of Solano, a political subdivision of the State of California, ("Solano County"), and the County of Yolo, a political subdivision of the State of California, ("Yolo County"), referred to together herein as "Counties" or individually as "County," and is based upon the following facts:

A. The existing bridge on Stevenson Bridge Road (Yolo County Road 95A) at Putah Creek (Bridge Number 23C-92) is located partially in Solano County and partially in Yolo County.

B. Caltrans has inspected the bridge and found it to be both structurally deficient and functionally obsolete, and eligible for rehabilitation or replacement under the Federal Highway Bridge Replacement and Rehabilitation program.

C. This bridge was constructed in 1923, it is the oldest of only three overhead tied-arch bridges in California, and it is an architecturally impressive example of early bridge construction.

D. Because of its classic, historic appearance, this bridge should be rehabilitated if practical, and only removed and replaced if rehabilitation is determined not to be a practical option.

E. Caltrans has classified the bridge as a Solano County bridge, under the jurisdiction of Caltrans District 4.

F. Because Solano County is located in Caltrans District 4, Solano County should be the lead agency for this bridge improvement project ("Project").

G. The Project has completed the right of way process, environmental process, and 95% project plans.

H. The Project has received construction funding from Caltrans and is now ready to be advertised for construction within the next three months.

I. The Project will utilize approximately $8.8 million in Federal funds to pay for the estimated construction cost of $12,000,000. The local cost share of $3.3 million is anticipated to be split between Solano and Yolo counties, approximately $1,650,000 each.

In consideration of the foregoing facts, it is agreed as follows:

A. Project Details

1. The goal of the Project is to rehabilitate the existing bridge on Stevenson Bridge Road (Yolo

County Road 95A) at Putah Creek if practical. The rehabilitation work will consist of bridge and channel improvements, and approach roadway work including the realignment of the approach roadway on the Solano County end of the bridge. The first task of the Project will consist of investigating the practicality of rehabilitating the existing bridge, and shall include the performance of any required testing. Caltrans standards will be used as the basis for the design of the Project.

2. If, after diligent investigation, it is determined that the rehabilitation of the existing bridge is not practical, staff from Solano County and Yolo County will meet to determine what, if any, action should be taken next. Any subsequent action will be the subject of a future agreement between the two Counties.

3. Should the rehabilitation of the existing bridge prove to be practical, both Counties understand that additional funding authority will need to be obtained from Caltrans before the detailed design of the bridge rehabilitation work can commence.

4. The cost of the construction is estimated to be about $10,500,000 and be constructed between March of 2026 and March of 2027. The cost of the construction engineering is estimated to be $1,500,000.

B. Solano County agrees:

1. Solano County shall act as the lead agency on the bridge improvement project. As the lead agency, Solano County shall prepare and process all required environmental documents and permits, complete all materials testing, perform construction inspection, and perform all the functions of contract administration for the Project. Solano County may contract with outside consultants to perform these services as it sees fit. Yolo County will cooperate and provide assistance to Solano County as required from time to time in this effort.

2. Solano County shall advertise, receive bids, and award a construction contract(s) to the lowest responsible bidder(s) for the work.

3. Solano County shall process all claims, change orders, and contract payments for the Project, and shall accept the completion of the Project.

4. Solano County shall pay all construction costs and expenses incurred for the preparation and administration of the contracts and for the required related services.

5. Solano County shall invoice Caltrans and Yolo County for amounts due. Counties shall pay all of the local cost share, anticipated to be approximately $3,300,000. The cost shall be split equally between the Counties at approximately $1,650,000. The estimated date of the last contract final payment is December, 2027.

6. In the event that the actual costs of the work exceed the estimated local cost shares set forth above in section B.5 and is not otherwise funded by outside sources ("Cost Overrun"), the Counties shall be equally responsible for payment of such Cost Overrun unless expressly agreed upon in advance in writing by both Counties. Solano County shall provide prompt written notice

to Yolo County, including a detailed explanation of the anticipated overrun and proposed measures to mitigate it.

7. Section B.5 above in this Agreement shall supersede and replace the terms and conditions set forth in Section B.7 in Yolo County Agreement No. 05-19, dated April 12, 2005. All other terms and conditions of Yolo County Agreement No. 05-19 shall remain in full force and effect.

C. Yolo County agrees:

1. Yolo County shall reimburse Solano County for Yolo County's share of all expenses incurred during the construction phase of the Project, including Solano County staff costs, in three payments. The first payment shall consist of 3.3 percent of the cost of the construction contract, and shall be due six months after the construction contract is awarded. The second payment shall be due one year after the first payment is due, and shall consist of half of the remaining amount owed. The third payment shall be due one year after the second payment is due, and shall consist of all remaining amounts owed.

2. Yolo County agrees to provide periodic construction inspections of the project to ensure local standards are met during the construction process.

D. Solano County and Yolo County agree:

1. Neither Yolo 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 Solano County under this Agreement. Solano County agrees to defend, indemnify and hold harmless Yolo County and Yolo County's officers, employees, agents, contractors and elective and appointed boards, from and against all claims, liabilities, losses and costs, including attorneys' fees, arising out of the sole negligence or intentional acts or omissions of Solano County, its employees and agents, under or in connection with any work, authority, or jurisdiction delegated to Solano County under this Agreement.

2. Neither Solano 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 Yolo County under this Agreement. Yolo County agrees to defend, indemnify and hold harmless Solano County and Solano County's officers, employees, agents, contractors and elective and appointed boards, from and against all claims, liabilities, losses and costs, including attorneys' fees, arising out of the sole negligence or intentional acts or omissions of Yolo County, its employees and agents, under or in connection with any work, authority, or jurisdiction delegated to Yolo County under this Agreement.

3. In cases of concurrent negligence of the two Counties, the Counties agree to indemnify each other according to the principles of proportionate liability and comparative fault.

4. Both Counties shall work cooperatively to complete the Project on a timely basis. Solano County will coordinate the project work with Yolo County, and will make a reasonable effort to ensure that the work is performed to the satisfaction of Yolo County, as well as of Solano County.

5. Reimbursements and any notices concerning this Agreement shall be transmitted to Solano County as follows:

James Bezek, Director
Department of Resource Management
County of Solano
675 Texas Street, Suite 5500
Fairfield, CA 94533-6341

6. Invoices and any notices concerning this Agreement shall be transmitted to Yolo County as follows:

Todd N. Riddiough, Director of Public Works
Department of Community Services
County of Yolo
292 West Beamer Street
Woodland, CA 95695

7. Modifications or amendments to this Agreement shall be in writing and executed by both parties.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF SOLANO

By: _____
Mitch Mashburn, Chair
Board of Supervisors

ATTEST

By: _____
Alicia Draves, Clerk
Board of Supervisors

APPROVED AS TO FORM
Bernadette S. Curry, County Counsel

By: David J. Gallegos
David J. Gallegos (Sep 29, 2025 13:54:37 PDT)
David J. Gallegos, Deputy

COUNTY OF YOLO

By: _____
Mary Vixie Sandy, Chair
Board of Supervisors

ATTEST
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM
Philip J. Pogledich, County Counsel

By: _____
Kimberly E. Hood, Chief Assistant
County Counsel