

YOLO COUNTY AGREEMENT NO. 05-19

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

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This Agreement is entered into this 12<sup>th</sup> day of April, 2005, by and between the County of Solano, a political subdivision of the State of California, and the County of Yolo, a political subdivision of the State of California, 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's estimated cost is \$2,200,000, with Federal funds anticipated to pay for eighty percent of the Project cost and the local cost share to pay for the remaining twenty percent, with the estimated cost to each County being approximately \$220,000.

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.
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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 design and environmental clearance portion of the Project is estimated to be about \$600,000 and take about six years. The cost of acquiring the necessary right of way is estimated to be about \$100,000, incurred upon completion of the environmental clearance. Costs associated with the construction of a rehabilitation project are estimated to be about \$1,400,000 for contract construction plus \$100,000 for construction inspection, incurred in about a one-year time frame upon the completion of right of way acquisition. Each County shall be responsible for the entire local cost share associated with the approach roadway located within that County. The estimated year of construction for the Project is 2012.

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 perform all preliminary engineering and design work, prepare plans and specifications, prepare construction cost estimates, 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 obtain all rights of way, easements, and any other property rights needed for the Project. Yolo County will cooperate and provide assistance to Solano County as required in this effort. If mutually agreed upon, Yolo County may obtain the rights of way, easements, and any other property rights needed for the Project from properties located within Yolo County.
3. Solano County shall arrange for all necessary utility relocations and alterations for the Project.
4. Solano County shall advertise, receive bids, and award a construction contract(s) to the lowest responsible bidder(s) for the work.
5. Solano County shall process all claims, change orders, and contract payments for the Project, and shall accept the completion of the Project.

6. Solano County shall pay all construction costs and expenses incurred for the preparation and administration of the contracts and for the required related services.
7. Solano County shall invoice Caltrans and Yolo County for amounts due. Each County shall pay all of the local cost share, anticipated to be twenty percent (20%), for the approach roadway work located within its jurisdiction. The local cost share for all remaining work shall be shared equally between the two Counties, and is anticipated to be ten percent (10%) for each County. The estimated date of the last contract final payment is December, 2012.

C. Yolo County agrees:

1. Yolo County shall reimburse Solano County a maximum of \$30,000 per year for Yolo County's share of the expenses incurred for activities leading to approval of the plans, specifications and engineer's estimate by Caltrans. These activities shall include bridge testing, design, environmental studies, and right of way acquisition, including both consultant and Solano County staff costs. Yolo County shall pay all Solano County invoices within sixty days of receipt, except where a dispute arises.
2. 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.

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.

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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:

Birgitta Corsello, 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:

John Bencomo, Director  
Department of Planning and Public Works  
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.

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

COUNTY OF SOLANO

COUNTY OF YOLO

Barbara Kondylis  
Barbara Kondylis, Chairwoman  
Board of Supervisors

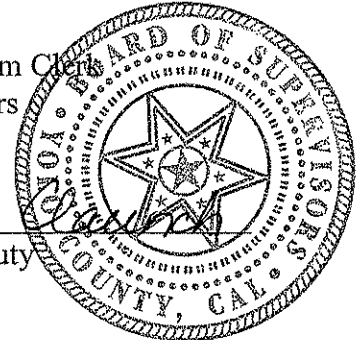
Helen M. Thomson  
Helen M. Thomson, Chairwoman  
Board of Supervisors

ATTEST:  
Patty Crittenden, Clerk  
Board of Supervisors

ATTEST:  
Ana Morales, Interim Clerk  
Board of Supervisors

By: Myra Chiula, deputy  
Deputy

By: Linda Basha  
Deputy



APPROVED AS TO FORM:  
Dennis Bunting, County Counsel

APPROVED AS TO FORM:  
Steven M. Basha, County Counsel

By: Mindy Geller  
Mindy Geller, Deputy

By: Hope P. Welton  
Hope P. Welton, Deputy