DEPARTMENT: Public Works  By: Bruce A. Atkinson  Phone: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes____ No X)

Approve the three (3) attached AGREEMENT(s) FOR APPRAISAL SERVICES between the County of Mariposa and The Thomas Wilkins Company, of Merced California, for appraisal services associated with the East Westfall and Hirsch Road Reconstruction Projects, and Humbug Creek Bridge Replacement on Indian Peak Road; and authorize the Director of Public Works to sign said Agreements on behalf of the County of Mariposa. This action will allow commencement of appraisal work on the properties affected by the above-noted projects.

All three projects are important public safety improvements and the Hirsch and Indian Peak Road Projects are identified in the Regional Transportation Improvement Program (R.T.I.P.) as high priorities. Federal (H.E.S.) funding is available for the Indian Peak Road Project.

The Wilkins Company is the only Caltrans-certified appraiser available at this time within a reasonable distance of Mariposa County. Public Works has hired them on previous projects and found them to be competent and reasonable.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On November 23, 1993, the Board adopted the R.T.I.P. In the past, the Board has authorized the Director of Public Works to sign such agreements on their behalf.

Environmental clearances were recently obtained on all three projects.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Reject the Agreements and direct that the Public Works Department solicit additional proposals for the required work. This action would delay the projects. A lower cost appraisal would not be likely.
2. Approve the Agreements and authorize execution by the Chairman of the Board.
3. Reject the Agreements and cancel the projects.

COSTS:  ( ) Not Applicable
A. Budgeted current FY $ 14,000 *
B. Total anticipated costs $ 6,000
C. Required additional funding $ 6,000
D. Internal transfers $ 6,000

SOURCE:  ( ) 4/5th Vote Required
A. Unanticipated revenues $
B. Reserve for contingencies $  
C. Source description: Road Fund
Balance in Reserve Contingencies, if approved: $

* This amount has been exceeded this Fiscal Year, primarily due to the Hayward Road Project. Funding is available within other line items of the Road Budget.

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

1. (3) AGREEMENT(s) FOR APPRAISAL SERVICES:
   1.1. Hirsch Road Project No. 90-11
   1.2. Indian Peak Road Project No. 92-25
   1.3. East Westfall Road Project No. 93-08

2. REAL ESTATE APPRAISAL GUIDE
   3. Proposal for work from The Thomas Wilkins Company

Action Form Revised 5/92
CLERK'S USE ONLY

Vote - Ayes: 5  Noes: 3
Absent: 1
Approved  
Denied  
Abstained:  
No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date:  

ATTEST:  MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By:  Deputy  

ADMINISTRATIVE OFFICER’S RECOMMENDATION:
This item on agenda as:

- Recommended
- Not Recommended
- For Policy Determination
- Submitted with Comment
- Returned for Further Action

Comment:  

A.O. Initials:  

Action Form Revised 5/92
COUNTY OF
MARIPOSA

BUDGET ACTION FORM

DEPT/DIV: Public Works CONTACT: Michael D. Edwards
DATE: April 13, 1994 PHONE: 966-5356

ACTION REQUESTED: (Check All That Apply)

( ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the County Budget, or in any one fund of the budget, or appropriating Reserve for Contingencies;

(X) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriation from one budget to another, or between categories within a budget unit;

( ) Transfer by Administrator: Moving existing appropriations within a single budget category between line items (i.e. services and supplies, etc.);

( ) Transfer by Auditor: Moving salaries between line items to accommodate variances internal to salaries; OR transfers within the County budget under $50.00 to accommodate minor variations from the budget.

<table>
<thead>
<tr>
<th>FUND/DEPT/ACCT NO.</th>
<th>LINE ITEM DESCRIPTION</th>
<th>AMOUNT (FROM)/TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>002-0301-581-0436</td>
<td>S.D./Services</td>
<td>($6,000)</td>
</tr>
<tr>
<td>002-0301-581-0568</td>
<td>Right of Way</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

Justification: See attached Board Agenda

Department Head Signature: [Signature] Date: 4/12/94
Approved By: Res. No. 94-127 Clerk: [Signature] Date: 4-19-94
Administrator: [Signature] Date: [Signature] Date: 4/13/94
Auditor: [Signature]

AUDITOR'S USE ONLY:

Description: Transfer No.: B.R. No.:
TO: MIKE EDWARDS, Public Works Director

FROM: MARGIE WILLIAMS, Clerk of the Board

SUBJECT: Agreement For Appraisal Services With Thomas Wilkins Company Re East Westfall, Hirsch Road Reconstruction Projects, And Humbug Creek Bridge Replacement On Indian Peak Road Resolution Number 94-127

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,

ADOPTED THIS Order on April 19, 1994

ACTION AND VOTE:

9:20 a.m. Mike Edwards, Public Works Director; Resolution Authorizing Public Works Director to Sign Agreements for Appraisal Services with The Thomas Wilkins Company, for Appraisal Services Associated with the East Westfall and Hirsch Road Reconstruction Projects, and Humbug Creek Bridge Replacement on Indian Peak Road; and Transferring Funds ($6,000)

BOARD ACTION: (M)Taber, (S)Balmain, Res. 94-127 adopted. Discussion was held. Supervisor Erickson suggested the department process for prioritizing road improvements should be brought back for discussion with the Board. Ayes: Baggett, Balmain, Parker, Taber; Noes: Erickson.

cc: Ken Hawkins, Auditor Jeffrey G. Green, County Counsel File
AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT is made and entered into this 19th day of
April, 1994, by and between the County of Mariposa, by its
designated agent, the Mariposa County Department of Public Works,
(hereinafter referred to as "County") and The Thomas Wilkins Company
(hereinafter referred to as "Appraiser").

WHEREAS, the County is undertaking a project for possible
acquisition of fee simple rights-of-way from two parcels for a
proposed road reconstruction projects along the County Road known as
Hirsch Road; and

WHEREAS, Appraiser represents that it possesses the professional
skills to provide appraisal services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the
mutual covenants hereinafter recited, hereby agree as follows:

1. Scope of Services. The Appraiser shall furnish the
   following services:

   A written appraisal based upon REAL ESTATE APPRAISAL REPORT GUIDE
   FOR PRENEGOTIATION (LOCAL AGENCY) APPRAISAL, dated May 3, 1988, on the
   following two parcels:

   APN 015-270-002  2545 East Westfall Road  Mitchell
   APN 015-270-007  2610 East Westfall Road  Woupio

   No additional services shall be performed by Appraiser unless
   approved in advance, in writing, by the County, stating the dollar
   value of the services, the method of payment, and any adjustment in
   contract time.

   All such services are to be coordinated with County and the
   results of the work shall be monitored by the Mariposa County Public

- 1 -
Works Director or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Appraiser.

2. **Time of Performance.** All of the work outlined in the Scope of Services shall be completed twenty eight (28) calendar days from the date of written notice to proceed.

3. **Compensation.** For services rendered under this agreement, County shall pay Appraiser the not to exceed sum of two thousand dollars ($2,000.00).

4. **Method of Payment.** Compensation to Appraiser shall be paid by the County upon satisfactory completion of the services and upon submission by Appraiser of an invoice delineating the services performed.

5. **Records.** It is understood and agreed that all records, files, reports, etc., in possession of the Appraiser relating to the matters covered by this agreement shall be available to the County, and Appraiser hereby agrees to deliver copies to the County upon request.

6. **Indemnity.** It is expressly understood that Appraiser is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the County.

   Appraiser shall save and hold County harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of its employees during performance of this agreement.

   Appraiser shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Appraiser desire any insurance protection, the Appraiser is to acquire same at its expense.
7. **Assignability of Contract.** It is understood and agreed that this agreement contemplates personal performance by the Appraiser and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Appraiser under this agreement will be permitted only with the express written consent of the County.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the date first above written.

**ATTEST:**

BY: [Signature]
Bruce A. Atkinson
Right-of-Way Agent

BY: [Signature]
Michael D. Edwards
Public Works Director

**APPROVED AS TO FORM:**

BY: [Signature]
Jeffrey G. Green
County Counsel

BY: [Signature]
Thomas J. Wilkins, MAI
Appraiser

**MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS**

**THE THOMAS WILKINS COMPANY:**

Address: 732 West 18th St
Merced, CA 95340

Phone No. 209-722-9600

Taxpayer I.D. Number [Redacted]

**ACCOUNT DATA:**

Account No. 002-0301-581-0436

Project No. 93-08

**VERIFIED BY:**

[Signature]
Ginny Estep
Fiscal Division

- 3 -
AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT is made and entered into this 19th day of April, 1994, by and between the County of Mariposa, by its designated agent, the Mariposa County Department of Public Works, (hereinafter referred to as "County") and The Thomas Wilkins Company (hereinafter referred to as "Appraiser").

WHEREAS, the County is undertaking a project for possible acquisition of fee simple rights-of-way from two parcels for a proposed road reconstruction projects along the County Road known as Indian Peak Road; and

WHEREAS, Appraiser represents that it possesses the professional skills to provide appraisal services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. Scope of Services. The Appraiser shall furnish the following services:

Written appraisals based upon REAL ESTATE APPRAISAL REPORT GUIDE FOR PRENEGOTIATION (LOCAL AGENCY) APPRAISAL, dated May 3, 1988, on the following two parcels:

APN 017-160-067  4352 Indian Peak Road  Bower
APN 017-160-068  4352 Indian Peak Road  Bower

No additional services shall be performed by Appraiser unless approved in advance, in writing, by the County, stating the dollar value of the services, the method of payment, and any adjustment in contract time.

All such services are to be coordinated with County and the results of the work shall be monitored by the Mariposa County Public
Works Director or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Appraiser.

2. **Time of Performance.** All of the work outlined in the Scope of Services shall be completed twenty eight (28) calendar days from the date of written notice to proceed.

3. **Compensation.** For services rendered under this agreement, County shall pay Appraiser the not to exceed sum of two thousand dollars ($2,000.00).

4. **Method of Payment.** Compensation to Appraiser shall be paid by the County upon satisfactory completion of the services and upon submission by Appraiser of an invoice delineating the services performed.

5. **Records.** It is understood and agreed that all records, files, reports, etc., in possession of the Appraiser relating to the matters covered by this agreement shall be available to the County, and Appraiser hereby agrees to deliver copies to the County upon request.

6. **Indemnity.** It is expressly understood that Appraiser is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the County.

   Appraiser shall save and hold County harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of its employees during performance of this agreement.

   Appraiser shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Appraiser desire any insurance protection, the Appraiser is to acquire same at its expense.
7. **Assignability of Contract.** It is understood and agreed that this agreement contemplates personal performance by the Appraiser and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Appraiser under this agreement will be permitted only with the express written consent of the County.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the date first above written.

ATTEST:  

BY: [Signature]  
Bruce A. Atkinson  
Right-of-Way Agent

BY: [Signature]  
Michael D. Edwards  
Public Works Director

APPROVED AS TO FORM:

BY: [Signature]  
Jeffrey S. Green  
County Counsel

BY: [Signature]  
Thomas J. Wilkins, MAI  
Appraiser

THE THOMAS WILKINS COMPANY:

Address: 732 West 18th St  
Merced, CA 95340

Phone No. 209-722-9600

[Signature]  
Taxpayer I.D. Number

ACCOUNT DATA:

Account No. 002-0101-581-0436

Project No. 92-25

VERIFIED BY:

[Signature]  
Ginny Estep  
Fiscal Division
AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT is made and entered into this 19th day of April, 1994, by and between the County of Mariposa, by its designated agent, the Mariposa County Department of Public Works, (hereinafter referred to as "County") and The Thomas Wilkins Company (hereinafter referred to as "Appraiser").

WHEREAS, the County is undertaking a project for possible acquisition of fee simple rights-of-way from two parcels for a proposed road reconstruction projects along the County Road known as Hirsch Road; and

WHEREAS, Appraiser represents that it possesses the professional skills to provide appraisal services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. Scope of Services. The Appraiser shall furnish the following services:

   Written appraisals based upon REAL ESTATE APPRAISAL REPORT GUIDE FOR PRENEGOTIATION (LOCAL AGENCY) APPRAISAL, dated May 3, 1988, on the following two parcels:

   APN 017-350-007     4482 Hirsch Road     Asbury
   APN 017-480-035     4506 Hirsch Road     Worley

   No additional services shall be performed by Appraiser unless approved in advance, in writing, by the County, stating the dollar value of the services, the method of payment, and any adjustment in contract time.

   All such services are to be coordinated with County and the results of the work shall be monitored by the Mariposa County Public
Works Director or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Appraiser.

2. **Time of Performance.** All of the work outlined in the Scope of Services shall be completed twenty eight (28) calendar days from the date of written notice to proceed.

3. **Compensation.** For services rendered under this agreement, County shall pay Appraiser the not to exceed sum of two thousand dollars ($2,000.00).

4. **Method of Payment.** Compensation to Appraiser shall be paid by the County upon satisfactory completion of the services and upon submission by Appraiser of an invoice delineating the services performed.

5. **Records.** It is understood and agreed that all records, files, reports, etc., in possession of the Appraiser relating to the matters covered by this agreement shall be available to the County, and Appraiser hereby agrees to deliver copies to the County upon request.

6. **Indemnity.** It is expressly understood that Appraiser is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the County.

   Appraiser shall save and hold County harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of its employees during performance of this agreement.

   Appraiser shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Appraiser desire any insurance protection, the Appraiser is to acquire same at its expense.
7. **Assignability of Contract.** It is understood and agreed that this agreement contemplates personal performance by the Appraiser and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Appraiser under this agreement will be permitted only with the express written consent of the County.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the date first above written.

ATTEST:

BY: Bruce A. Atkinson
Right-of-Way Agent

BY: Michael D. Edwards
Public Works Director

APPROVED AS TO FORM:

BY: Jeffrey G. Green
County Counsel

BY: Thomas J. Wilkins, MAI
Appraiser

ACCOUNT DATA:

Account No. 002-0301-581-0436

Project No. 90-11

VERIFIED BY:

Ginny Estep
Fiscal Division

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS

THE THOMAS WILKINS COMPANY:

Address: 732 West 18th St
Merced, CA 95340

Phone No. 209-722-9600

77-0140226
Taxpayer I.D. Number