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BOARD OF SUPERVISORS - COUNTY OF MARIPOSA
RESOLUTION NO. 75-56

BE IT HEREBY RESOLVED that the Chairman of the Board of Supervisors of the County of Mariposa, State of California, Harry F. Hurlbert, is hereby authorized to sign the attached Agreement in connection with the Chowchilla Mountain Road Project No. X-016(1) between the Department of Transportation of the State of California and the County of Mariposa


PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa this 25th day of March, 1975, by the following vote:

AYES: Clark, Hurlbert, Long, Moffitt, Richardson

NOES: None


ABSENT: None

NOT VOTING: None



HARRY F. HURLBERT
Chairman of the Board

ATTEST:



ELLEN BRONSON, County Clerk and
Ex-Officio Clerk of the Board

BOARD OF SUPERVISORS - COUNTY OF MARIPOSA

RESOLUTION NO. 73-58

BE IT HEREBY RESOLVED that the Chairman of the Board of Supervisors of the County of Mariposa, State of California, Harry E. Huxbert, is hereby authorized to sign the attached agreement in connection with the Chowchilla Mountain Road project No. X-018(1) between the Department of Transportation of the State of California and the County of Mariposa.


PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa this 22nd day of March, 1973, by the following

vote:

- AYES: Clark, Huxbert, Long, McElitt, Richardson
- NOES: None
- ABSENT: None
- NOT VOTING: None



HARRY E. HUXBERT
Chairman of the Board



Ex-Clerk of the Board

DUPLICATE

COUNTY-STATE AGREEMENT NO. 15

~~FEDERAL-AID-SECONDARY~~

EXCHANGE FUND PROJECT

<u>10</u>	<u>Mariposa</u>
District	County
<hr/>	
PROJECT NUMBER	<u>X-016(1)</u>

Chowchilla Mountain Road

THIS AGREEMENT, made in duplicate this _____ day of _____, 1975, by and between the COUNTY OF Mariposa, 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".

WITNESSETH

WHEREAS, under the provisions of Title 23, United States Code and other Federal-aid Highway Acts, Federal funds are authorized to be appropriated for expenditure on a system of secondary roads to be selected by the state highway departments in cooperation with local road officials, and such a system has been selected and Federal funds have been appropriated for expenditure thereon; and

WHEREAS, as provided by the Secondary Highways Act of 1951 and Section 2200 et seq., of the Streets and Highways Code, Federal or Exchange funds and certain matching monies from the State Highway Fund have been apportioned to County for the construction of a Federal-aid Secondary or Exchange Dollar project selected by COUNTY in cooperation with STATE and described in Exhibit "A" hereto; and

WHEREAS, under Federal Law, STATE is required to enter into an agreement with COUNTY relative to prosecution of the said project and maintenance of the completed work.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - Contract Administration

1. The project or projects described in Exhibit A, hereinafter referred to as "the project" shall be constructed as provided in this agreement.

2. Construction work:

(a) FAS construction shall be performed by contract. ~~STATE~~/COUNTY shall make final preparations for advertising, advertise and award the contract, and make payments to the contractor as the same become due.

(b) Exchange Dollar Construction may be performed by contract or by day labor at the option of the COUNTY provided the competitive bidding requirements of State or local agency laws (whichever are applicable) are met.

3. The estimated cost of the project is as shown in Exhibit A hereto. A contract for an amount in excess of said estimate may be awarded and project expenditures may exceed said estimate if both STATE and COUNTY concur in the amount of and the necessity for the excess and sufficient money is available to finance same.

4. Administration of project:

(a) If STATE is to administer the project, COUNTY shall deposit its share of the estimated cost as specified on Exhibit A with the STATE prior to the time funds are required to reimburse contractor. STATE will bill COUNTY for amount due immediately following Contract award or at option of COUNTY will submit monthly bills during the life of the Contract. Funds deposited prior to award which are in excess of requirements, will be immediately refunded to COUNTY. Should COUNTY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, STATE, acting through State Controller, shall withhold an equal amount from future apportionments due COUNTY from the Highway Users Tax Fund.

(b) If COUNTY is to administer the project, STATE shall pay the proportionate Federal and State shares of the eligible participating costs within twenty (20) days of COUNTY'S submittal of acceptable monthly progress pay estimates for expenditures on an awarded project.

(c) If the project is a cooperative project and includes work on a state highway, the project shall be the subject of a separate cooperative agreement between the State and County.

5. STATE shall exercise general supervision over FAS work and may assume full and direct control over the project whenever STATE, in its sole discretion, shall determine that STATE'S responsibility to the United States so requires.

6. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with Federal or State funds. COUNTY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by COUNTY for the performance of work connected with the project shall incorporate Exhibit B attached hereto.

7. Ineligible Work:

(a) On projects subject to Federal regulations, all costs properly chargeable to the project but ruled ineligible under Federal-aid Highway Acts shall be paid by COUNTY and shall not be reimbursed by STATE.

(b) On projects subject to only STATE regulations, the Exchange Dollar Funds may be used only for road purposes (to FAS standards) on or off the Federal-aid Secondary System.

8. After completion of all work under this agreement and after all costs are known, any unused COUNTY money shall be refunded. COUNTY monies deposited for preliminary engineering, construction engineering, and contract work shall be considered to be interchangeable, and shortages of COUNTY money in one such category may be made up from unused COUNTY money in another category. When the amount of unused COUNTY money is substantial and there is an unusual delay in determining final costs, STATE shall upon request make an interim refund of the funds known to be in excess.

9. When requested by COUNTY, STATE shall arrange for payment of available project funds for royalties due a property owner for borrow material furnished to the contractor for the project under an agreement between the property owner and COUNTY which has been approved by STATE. A certified copy of such agreement must be filed with STATE.

10. When the project includes work to be performed by a railroad, the contract for such work shall be entered into by COUNTY or by STATE, at COUNTY's option. A contract entered into by COUNTY for such work must have the prior approval of STATE. In either event, COUNTY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract. At the request of COUNTY, STATE shall make direct payment of project funds to a railroad for work performed under a contract between COUNTY and the railroad.

ARTICLE II - Rights of Way

1. Such rights of way as are necessary for the construction of the project shall be furnished by COUNTY, and no contract for the construction of the project or any portion thereof shall be awarded until the necessary rights of way have been secured. Prior to the advertising of the project COUNTY shall furnish STATE with evidence that necessary rights of way are available for construction purposes or will be available by the time bids are opened.

2. The furnishing of rights of way as provided for herein includes in addition to all real property required for the improvement, free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement, COUNTY shall pay from its funds the cost acquiring rights of way and any costs which arise out of right of way litigation, or out of delays to the contractor because utility facilities have not been removed or relocated, or because rights of way have not been made available to the contractor for the orderly prosecution of the work.

3. Whether or not Federal-aid is to be requested for right of way, should COUNTY, in acquiring right of way for FAS improvement, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in Chapter 5 of Title 23, U. S. Code. The public will be adequately informed of the relocation payments and services which will be available and to the greatest extent practicable no person lawfully occupying real property shall be required to move from his dwelling or to move his business or farm operation without at least 90-days written notice from the COUNTY. COUNTY will provide the State with specific assurance, on each project, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that COUNTY'S relocation program is realistic and is adequate to provide orderly, timely and efficient relocation of displaced persons for the project

as provided in FHWA Instructional Memorandum 80-1-71, dated April 30, 1971. Exchange Dollar projects will comply with applicable State laws.

ARTICLE III - Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to the project, including but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, designs, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.

2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A may be financed with project funds. The remainder of such costs shall be financed by COUNTY without reimbursement. When preliminary engineering or construction engineering costs incurred by COUNTY are to be financed with project funds, STATE shall reimburse COUNTY for services performed on the basis of the actual cost thereof to COUNTY, including compensation and expense of personnel working on the project, required materials, and automotive expense provided, however, that COUNTY shall contribute its general administrative and overhead expense. Payments for such services shall be made by STATE upon receipt of invoices from COUNTY prepared in such form and supported by such detail as may be prescribed by STATE.

3. Unless the parties shall otherwise agree in writing, COUNTY'S employees shall perform all engineering work. When preliminary or construction engineering for the project is performed by STATE, charges therefor shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds or State-supplied matching funds or Exchange funds shall be paid from funds of COUNTY.

ARTICLE IV - Miscellaneous Provisions

1. If Federal funds are used for this project, this agreement shall have no force or effect unless and until the project is approved by the United States, nor shall any of the Federal and State matching funds provided herein be expended unless and until the Federal Government has agreed and is obligated to reimburse STATE in full for the amount of Federal funds to be expended.

2. In the event that the project is programmed on a stage construction basis, COUNTY shall complete the project to its final stage, with or without Federal aid, at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. Should the work covered by this agreement involve a bridge without approaches, within a period of two (2) years after completion of the bridge, COUNTY shall cause such approaches to be constructed, with or without Federal aid, to design standards acceptable to STATE.

3. The cost of maintenance performed by COUNTY forces during any temporary suspension of the work may be charged to COUNTY funds in the project if such are available therefor.

4. (a) Neither STATE 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 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement.

(b) Neither 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 STATE under or in connection with any work authority or jurisdiction not delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement.

5. Auditors of STATE and the United States shall be given access to COUNTY'S books and records for the purpose of checking costs paid or to be paid by STATE hereunder. All project documents will be available for inspection by authorized State and FHWA personnel at any time during the project development and for a 3-year period after FHWA payment of final voucher.

6. Upon acceptance of the completed project by the awarding authority, or upon the contractor being relieved of the duty of maintaining and protecting certain portions of the work, COUNTY shall maintain the project or such portions of the work in a manner satisfactory to STATE. If, within ninety days after receipt of notice from STATE that the project or any portion thereof is not being properly maintained, COUNTY has not remedied the conditions complained of to STATE'S satisfaction, STATE may withhold the programming of further Federal-aid secondary projects of COUNTY until the project shall have been put in a condition of maintenance satisfactory to STATE.

7. The maintenance referred to in the preceding paragraph includes not only the preservation of the general physical features of the roadway, roadside, and surfacing, but also all safety and regulatory features, devices and appurtenances built into the project, and none of said safety features, devices and appurtenances shall be removed, eliminated or decreased in effectiveness without the prior approval of STATE. Safety features to be maintained include a roadside clear of utilities and other obstructions or features which may be a hazard to a motorist who inadvertently leaves the traveled way. No utility pole, tower, or other obstruction shall be placed within the right of way without the prior approval of governing body of the jurisdiction in which the project is located and, where clearances to the traveled way are less than those prescribed by STATE, without prior approval of STATE.

ARTICLE V - Accommodation of Utilities

Utility facilities (as defined in U. S. FHWA Policy and Procedure Memorandum 30-4.1) may be accommodated on the right-of-way provided such use and occupancy of the highway right-of-way does not interfere with the free and safe flow of traffic or otherwise impair the highway or its scenic appearance; and provided a Use and Occupancy Agreement, setting forth the terms under which the utility facility is to cross or otherwise occupy the highway right-of-way, is executed by the COUNTY and OWNER. The Use and Occupancy agreement setting forth the terms which under the utility facility is to cross or otherwise occupy the highway right-of-way must include the provisions set forth in Section F-11.04 of the LOCAL ASSISTANCE MANUAL published by the STATE, unless otherwise approved by the STATE.

ARTICLE VI - Condition of Acceptance

As a condition of acceptance of the Federal-aid, State Matching, and/or Exchange monies provided for this project, COUNTY will abide by the Federal and State policies and procedures pertaining to the Local Federal-aid Secondary Program.

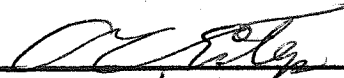
IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF MARIPOSA

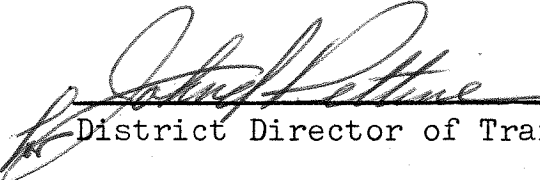
By 
Chairman, Board of Supervisors

HEINZ HECKEROTH
Assistant Director, Highways

By 
Chief, Office of Local Assistance

Approval Recommended:

ATTEST: 
Clerk, Board of
Supervisors


District Director of Transportation

ARTICLE VII - Project Location and Description of Work Proposed:

Location: Exchange Dollar Project X-016(1) on Chowchilla Mountain Road from State Route 49 to 1 $\frac{1}{2}$ mile easterly

Net Length: 1 $\frac{1}{2}$ Mile

Description of Work: Grade, drain, base & pave a two-lane County road

ARTICLE VIII - Proposed Project Funding:

Cost:

Preliminary Engineering by County	\$ 20,000.00
Contract total	300,000.00
R/W Acquisition by County	10,000.00
R/W Appraisal by State	5,000.00
Construction Engineering by County	10,000.00
TOTAL COST	\$345,000.00

Financing:

Exchange Funds	\$ 98,544.00
State Highway Matching Funds	49,272.00
County Funds & Such other Funds as may become available	197,184.00

ARTICLE IX: Special covenants

1. Holdover Clauses

- (a) Pursuant to the authority contained in Section 2212 of the Streets and Highways Code, it is agreed between the parties hereto that the apportionments of Exchange Dollars and State Highway Matching funds to Mariposa County for the three successive fiscal years ending June 30, 1978, shall be combined for this project. Also to be combined in this project are any available balances from previous fiscal year apportionments.
- (b) The County will submit plans, specifications, estimates and the right of way certification prior to October 1, 1978.

2. Right of Way Clauses

- (a) State shall prepare a market value appraisal of each required parcel on the project. Said appraisals shall be subject to a cumulative review and approval by State. A signed copy will be forwarded to County for concurrence with the appraised values.

Subsequent review and revisions to the original approved appraisals may be made by State if necessary and if requested by County.

- (b) County shall provide State with property descriptions, title reports, and R/W maps pertinent to each acquisition prior to State's commencing the appraisal activity.
- (c) All the work performed by State for County shall be in accordance with applicable State requirements regarding real property acquisition policies and pursuant to State's standard operating procedures.
- (d) The actual cost of R/W services provided by State will be reimbursable to State by County. It is understood that costs shall include all direct and indirect costs (functional and administrative overhead assessments) attributable to such work applied in accordance with State's standard accounting procedures.
- (e) All costs referred to in (d) above which are eligible for Exchange Dollars participation shall be paid from County's Exchange Dollar allocation.

ARTICLE X - Nondiscrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.