Public Works is requesting authorization to prepare bid documents for the Mariposa Amphitheater (Rotary Stage). More specifically, staff is requesting authorization for the following:

1. Prepare and execute a Professional Services Agreement in the amount of $7,500 with Fred Solomon for preparation of the technical specifications and other bid documents (See attached memo from Fred Solomon – Attachment #1).
2. Prepare and execute a Professional Services Agreement in the amount of $8,540 with Roger Stephens Engineering for design of the seating and structural support for the stage doors (See attached proposal submitted by Roger Stephens – Attachment #2).

These services are needed in order to complete the design necessary to determine the full extent and cost of the project, and to bid per Public Contract Codes, the next phase of the project. Available funding will only allow for the next phase of the project to include enclosing the structure, rough plumbing and electrical (refer to the cost analysis – Attachment #3). The next phase will not include construction of new seating, finished plumbing and electrical, drywall and pole lights. These items would be completed in subsequent phases as funding permits.

Staff will return for approval of the bid package and authorization to advertise the bid.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The amphitheater has evolved from a volunteer-based project to a much more involved Capital Improvement Project over the past few years. Originally, the Rotary Club initiated the project and proceeded to design and construct a facility at the Mariposa Park with minimal County financial or construction involvement. It became apparent that the project was financially and physically too large of a task without additional County support. During the September 2001 budget hearings, the Board appropriated $275,041 for the construction of this project based on the premise that this infusion of funds would allow the Rotary Club to complete the project on a volunteer basis. It soon became apparent that the Rotary would not be able to complete the project with the available funds without violating the prevailing wage requirements for what has become a Public Works project.

The Space Needs Committee recommended on February 20, 2002, for Public Works to request the above action and to proceed with the project to include enclosing the structure and complete the additional design and bid documents.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1) The facility is partially complete and not secure. No action will delay completion of the project.
COSTS:  ( ) Not Applicable
A. Budgeted current FY $350,000
B. Total anticipated costs $________
C. Required additional funding $________
D. Internal transfers $________

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

CLERK'S USE ONLY:
Res. No.: 02-35
Ord. No. ________
Vote - Ayes: ________
Nees: ________
Absent: ________
Approved: ________
Denied: ________
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
By:  County of Mariposa, State of California

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:
1. Solomon to Petropulos memo dated 2/21/02
2. Proposal from Roger Stephens Engineering
3. Cost Analysis

COUNTY ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:
Recommended
Not Recommended
For Policy Determination
Submitted with Comment
Returned for Further Action

Comment: ________

C.A.O. Initials: ________

Action Form Revised 5/92
TO: JIM PETROPULOS, Public Works Director

FROM: MARGIE WILLIAMS, Clerk of the Board

SUBJECT: Status Report on Amphitheater Project
Resolution No. 02-83

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,

ADOPTED THIS Order on March 19, 2002

ACTION AND VOTE:

E) Status Report from Public Works Staff on the Mariposa Amphitheater Project; and Authorize the Public Works Director to Execute an Agreement for Additional Design Work for the Next Phase of the Project

BOARD ACTION: Discussion was held with Jim Petropulos and Fred Solomon relative to the increased cost estimates for this project and phasing the project. Jeff Green, County Counsel, advised that the original estimates were based on Rotary completing the project with volunteer labor; and subsequently, it was learned that it was planned to contract out the work. That makes the project a public works project and requires prevailing wages, and increases the costs.

2:44 p.m. Recess

2:58 p.m. Further discussion was held relative to the amphitheater project. (M)Parker, (S)Pickard, Res. 02-83 was adopted. Eleanor Keuning urged the Board to reconsider the location of the skatepark project as she is concerned with its location in relation to the amphitheater. Barry Brouillette asked the Board to consider prioritizing projects so that one can be finished versus having several in progress. Ayes: Unanimous.

cc: Greg Iturria, County Administrative Officer
    Jeff Green, County Counsel
    Ken Hawkins, Auditor
    File
AGREEMENT

PERSONAL SERVICE AGREEMENT
MARIPOSA PARK AMPHITHEATER

THIS AGREEMENT is entered into on the most recent date of execution below by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Fred Solomon, hereinafter referred to as "CONTRACTOR", for services to be provided to COUNTY.

WITNESSETH:

WHEREAS, COUNTY is in need of specialized services to be provided to the County Public Works Department, and

WHEREAS, CONTRACTOR is qualified and desires to provide specialized services to the County Public Works Department;

NOW THEREFORE, in consideration of the sums to be paid hereunder and the mutual covenants and conditions hereinafter contained, the PARTIES hereto agree as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This AGREEMENT shall become effective on April 1, 2002 and shall terminate on June 30, 2002, unless terminated in accordance with the provisions of Article 7 of this AGREEMENT.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the PARTIES that CONTRACTOR is an independent CONTRACTOR and not an employee, agent, joint venturer or partner of COUNTY. Nothing in this AGREEMENT shall be interpreted or construed as creating or establishing the relationship of employer and employee between COUNTY and CONTRACTOR or any employee or agent of CONTRACTOR. Both PARTIES acknowledge that CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall retain the right to perform services for others during the term of this AGREEMENT.
ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. CONTRACTOR agrees to perform the services as described on Exhibit "A" attached hereto.

Method of Performing Services

Section 3.02. CONTRACTOR will determine the method, details, and means of performing the above-described services. COUNTY shall not have the right to, and shall not, control the manner or determine the method of accomplishing CONTRACTOR’S services.

Employment of Assistants

Section 3.03. CONTRACTOR may, at the CONTRACTOR'S own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this AGREEMENT. COUNTY may not control, direct, or supervise CONTRACTOR’S assistant employees in the performance of those services. CONTRACTOR assumes full performance of those services. CONTRACTOR assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by CONTRACTOR, COUNTY agrees to pay CONTRACTOR:

The total sum of SEVEN THOUSAND DOLLARS ($7,000.00) for services as described above. The total sum to be paid to CONTRACTOR includes all labor, materials, travel and other expenses to be incurred by CONTRACTOR in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County Department described in the Preamble of this AGREEMENT, as follows:

[ ] Total sum to be paid upon completion of services, or

[X] Incremental payments based on the following schedule:
$3,750 due upon 50% completion of the work
$3,750 due upon 100% completion of the work
Invoices

Section 4.02. CONTRACTOR shall submit invoices for all services being rendered from the CONTRACTOR to the COUNTY.

Date for Payment of Compensation

Section 4.03. Payment shall be made within 45 days of invoices being submitted from the CONTRACTOR to the COUNTY.

Expenses

Section 4.04. CONTRACTOR shall be responsible for all costs and expenses incident to the performance of services for COUNTY, including but not limited to, all costs of equipment provided by CONTRACTOR, all fees, fines, licenses, bonds or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR'S costs of doing business. COUNTY shall not be responsible for any expense incurred by CONTRACTOR in performing services for COUNTY.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Tools and Instrumentalities

Section 5.01. CONTRACTOR will supply all tools and instrumentalities, required to perform the services under this AGREEMENT. CONTRACTOR is not required to purchase or rent any tools, equipment or services from COUNTY.

Section 5.02. COUNTY shall not provide working space, supplies, materials or other such support to CONTRACTOR in the performance of the services and tasks as described herein.

Indemnification of Liability

Section 5.03. CONTRACTOR shall indemnify and hold COUNTY harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of CONTRACTOR or CONTRACTOR'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.
Assignment

Section 5.04. CONTRACTOR understands that COUNTY retained the services of CONTRACTOR because of CONTRACTOR'S reputation and expertise in his or her field and, therefore, neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by CONTRACTOR without the prior written consent of COUNTY.

State and Federal Taxes

Section 5.05. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular:
COUNTY will not withhold FICA (Social Security) from CONTRACTOR'S payments;
COUNTY will not make state or federal unemployment insurance contributions on behalf of CONTRACTOR;
COUNTY will not withhold state or federal income tax from payment to CONTRACTOR;
COUNTY will not make disability insurance contributions on behalf of CONTRACTOR;
COUNTY will not obtain workers' compensation insurance on behalf of CONTRACTOR.

ARTICLE 6. OBLIGATIONS OF COUNTY

Cooperation of County

Section 6.01. COUNTY agrees to comply with all reasonable requests of CONTRACTOR (and provide access to all documents reasonably) necessary to the performance of CONTRACTOR'S duties under this AGREEMENT.

ARTICLE 7. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 7.01. This AGREEMENT shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of CONTRACTOR;
2. Death of CONTRACTOR.
Termination by County for Default of Contractor

Section 7.02. Should CONTRACTOR default in the performance of this AGREEMENT or materially breach any of its provisions, COUNTY, at COUNTY'S option, may terminate this AGREEMENT by giving written notification to CONTRACTOR.

Termination for Failure to Make Agreed Upon Payments

Section 7.03. Should COUNTY fail to pay CONTRACTOR all or any part of the compensation set forth in Article 4 of this AGREEMENT on the date due, CONTRACTOR, at the CONTRACTOR'S option, may terminate this AGREEMENT if the failure is not remedied by COUNTY within thirty (30) days from the date payment is due.

ARTICLE 8. GENERAL PROVISIONS

Notices

Section 8.01. Any notices to be given hereunder by either PARTY to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the PARTIES at the addresses appearing below, but each PARTY may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

COUNTY: Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

CONTRACTOR: Fred Solomon
4561 Bridgeport Drive
Mariposa, CA 95338

Entire Agreement of the Parties

Section 8.02. This AGREEMENT supersedes any and all agreements, either oral or written, between the PARTIES hereto with respect to the rendering of services by CONTRACTOR for COUNTY and contains all the covenants and agreements between the PARTIES with respect to the rendering of such services in any manner whatsoever. Each PARTY to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any PARTY, or anyone acting on behalf of any PARTY, which are not
embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT shall be valid or binding. Any modification of this AGREEMENT will be effective only if it is in writing signed by the PARTY to be charged.

Partial Invalidity

Section 8.03. If any provision in this AGREEMENT is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorneys' Fees

Section 8.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing PARTY will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that PARTY may be entitled.

Governing Law

Section 8.05. This AGREEMENT will be governed by and construed in accordance with the laws of the State of California.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:

[Signature]

Robert C. Stewart, Chairman
Board of Supervisors
Date: 4-15-05

CONTRACTOR:

[Signature]

Date: 4/10/02

Social Security or Taxpayer Identification Number 077-30-2267

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]

JEFFREY G. GREEN, County Counsel
Memo

To: Jim Petropulos, Director of Public Works
From: Fred S. Solomon
Date: February 21, 2002
Re: Professional Services Amphitheater

I am submitting a proposal for preparation of technical specifications and other bid documents for the Amphitheater project.

In order to complete work on the project as generally described in the Amphitheater Cost Analysis of February 9, 2002 (attached) and referred to as the "Estimate w/Deferred Work", Roger Stephens Engineering will be preparing plans and specifications for the structural support of the large stage doors and the concrete seating area. Technical specifications will also be required for excavation and backfill, concrete flat work including ramps, electrical, plumbing, stage doors, exterior doors and windows, stucco, steel framing, painting, cleanup, and a number of miscellaneous items.

I propose to assist in the development of the technical specifications and preparation of bid documents for $7,500. The fee would be payable in two increments - $3,750 upon 50% completion of my work and $3,750 upon 100% completion of my work. If work is stopped at any time prior to completion, I will be paid a percentage of the total cost based on the percentage of completion of the assignment as agreed upon by the Director of Public Works and me.

Mileage incurred in the performance of the work shall be paid at the IRS rate and phone expenses and pre-approved travel shall be reimbursed at cost. Insurance requirements shall be waived.

Thank you for the opportunity to be of service to you

[Signature]
AGREEMENT FOR

ENGINEERING DESIGN SERVICES FOR THE

MARIPOSA PARK AMPHITHEATER

The following is an Agreement between the County of Mariposa, hereinafter referred to as "COUNTY" and Roger Stephens Engineering, hereinafter referred to as "CONSULTANT."

WHEREAS, CONSULTANT is a duly qualified firm experienced in civil engineering services and desires to provide such services to COUNTY; and

WHEREAS, in the judgment of the Public Works Director of COUNTY, it is necessary and desirable to employ the services of CONSULTANT for professional services for engineering design for the Mariposa Park Amphitheater Facility.

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

PART I - SCOPE OF WORK

This agreement is consummated for the purpose of providing engineering design services for the Mariposa Park Amphitheater project.

PART II - SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED BY CONSULTANT

Task A – Design a new concrete seating area for the amphitheater located at the Mariposa Park.

Task B – Design the track bracing system for the stage doors.

B. MATERIAL TO BE FURNISHED TO COUNTY BY CONSULTANT

1. Complete plans and technical specifications (See Exhibit “A”)

2. Bid list

3. Construction cost estimate

4. Reproducible masters of all plans and documents along with electronic media in AutoCAD 14 format and MS Word 97 format.

C. SERVICES TO BE PROVIDED BY COUNTY

1. Reasonable access to the site.

2. Copies or access to all work, notes, etc. that have already been completed for the project.
3. Access to personnel that have worked on the project.
4. All surveying
5. Bid documents and administration of bids
6. Construction implementation and project management

Recognizing that time is of the essence, the County shall provide prompt review and coordination of meetings and presentations to allow completion within the time identified in Part III, A.1.

D. PAYMENT

1. CONSULTANT shall receive payments towards the fee within 35 days after submission of a verified claim and invoice. The fee payment for satisfactory performance includes salary, fringe benefits, overhead, profit and all other expenses except as otherwise provided in this Agreement. Progress payments will be made as a percentage of completion as agreed to by the COUNTY'S project manager and the CONSULTANT.

CONSULTANT shall be paid for all tasks described in Part II A above, on a fixed basis not-to-exceed figure of $8,540.00.

PART III - PROSECUTION OF SERVICES

A. TIME OF COMPLETION

1. This Agreement will terminate on June 30, 2002.

2. The CONSULTANT shall forfeit the sum of $100 per day for every calendar day beyond the time requirement described in Part III A.1 excepting for time delays caused by the COUNTY, or for delays beyond the control of the CONSULTANT.

PART IV - GENERAL PROVISIONS

A. ASSIGNMENT

Except as otherwise provided in this Agreement, neither party hereto shall assign, sublet or transfer any interest in this Agreement or duty hereunder without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

B. COST DISCLOSURE

In accordance with Government Code ~7550, CONSULTANT agrees to state the numbers and amounts of all contracts and subcontracts relating to this Agreement.
C. INDEMNIFICATION

a. CONSULTANT agrees to indemnify, hold harmless and release COUNTY and employees, from and against any and all damages, disabilities or expenses including reasonable attorney's fees and witness costs that may be asserted by any person or entity, to the extent caused by the negligent performance of CONSULTANT hereunder. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONSULTANT or its agents under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

b. CONSULTANT shall be liable to COUNTY for any loss of or damage to COUNTY property arising from or in connection with CONSULTANT'S negligent performance hereunder.

D. INSURANCE

With respect to performance of work under this Agreement, CONSULTANT shall maintain and shall require all its SUB-CONSULTANTS to maintain insurance as described below, unless CONSULTANT'S insurance covers its SUB-CONSULTANTS.

1. Workers' Compensation Insurance

Insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be canceled without first giving thirty (30) days prior written notice to the County of Mariposa.

2. General Liability Insurance

Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $500,000 combined single limit for each occurrence, $1,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, products and completed operations liability, contractual liability, and personal injury liability.

In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement and shall maintain such insurance in effect for not less than one (1) year following completion of performance of this Agreement.
3. **Automobile Liability Insurance**

Insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

4. **Endorsements**

Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed or includes the following language:

a. The County of Mariposa, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary coverage to the County of Mariposa with respect to any insurance or self-insurance programs maintained by COUNTY, and no insurance held or owned by COUNTY shall be called upon to contribute to a loss.

d. The above-described policies shall not be canceled without first giving thirty (30) days prior written notice to the County of Mariposa.

5. **Professional Liability Insurance**

Professional Liability Insurance for all activities of CONSULTANT arising out of or in connection with this Agreement in an amount not less than $250,000. Said policy shall not be canceled without first giving thirty (30) days prior written notice to the County of Mariposa.

6. **Documentation**

The following documentation shall be submitted to the County of Mariposa:

a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.
b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within ten (10) days of execution of Agreement.

7. Policy Obligations

CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If CONSULTANT, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. COUNTY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONSULTANT, COUNTY may deduct from sums due to CONSULTANT any premium costs advanced by COUNTY for such insurance. These remedies shall be in addition to any other remedies available to the COUNTY.

E. MERGER

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to CCP ~1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

F. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

Consultant: Roger Stephens Engineering
P. O. Box 1193
Mariposa, CA 95338

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be made by giving notice pursuant to this paragraph.
G. NON-DISCRIMINATION

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability or national origin.

H. CONFLICT OF INTEREST

CONSULTANT promises that it presently has no interest which would conflict in any manner or degree with the performance of services hereunder. CONSULTANT further promises that in the performance of this Agreement, no person having such interest will be employed.

If requested to do so by COUNTY, CONSULTANT shall complete and file a "Statement of Economic Interest" with the Mariposa County Clerk disclosing CONSULTANT's financial interests.

I. OWNERSHIP OF WORK PRODUCT

CONSULTANT shall be the owner of all original drawings. COUNTY shall be entitled to immediate possession of accurate reproducible and/or electronic copies of any computations, plans, correspondence, or other pertinent data and information gathered or computed by CONSULTANT prior to termination of this Agreement by COUNTY or upon completion of the work pursuant to this Agreement and upon payment for the services rendered.

J. PROSECUTION OF WORK

CONSULTANT is authorized to proceed with the performance of this Agreement upon date of issuance, by the County Public Works Director, of written notice to proceed with the work, and shall complete said performance in accordance with the time specified in Part III, under Time of Completion, provided, however, that if the scheduled performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbances, the time for CONSULTANT's scheduled performance of this Agreement shall be extended by a number of days equal to the number of days the schedule has been delayed.

K. STATUS OF CONSULTANT

The parties intend that CONSULTANT in performing the services hereinafter specified, shall act as an independent CONSULTANT and shall have control of the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.
L. TERMINATION

At any time and without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, COUNTY shall pay CONSULTANT for services rendered to such date based upon submittal and approval of a time and expenses invoice. Upon termination, CONSULTANT shall be relieved of all professional responsibility for that portion of the work completed by others.

M. CONSULTANT’S REPRESENTATIONS

COUNTY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby represents that all its work will be performed in accordance with generally accepted professional practices and standards, and agrees to exercise usual and customary professional care in its efforts to comply with the requirements of applicable federal, state, and local laws, it being understood that acceptance of CONSULTANT's work by COUNTY shall not operate as a waiver or release.

N. HOLD HARMLESS

County shall hold harmless and indemnify the Consultant from and against any and all claims, suits, demands, damages, liabilities, losses, and costs (hereinafter "Losses"), including but not limited to reasonable attorney's fees and other costs of defense, whether attributable to bodily injury, including death, property damage, or economic or other loss, accruing or resulting to any and all persons, firms, or any other legal entity, arising out of or in any way connected with the use and operation of the constructed project or the use of the plans and specifications on any project other than the project which is the subject of this Agreement or, for modification to this project not specifically authorized by the Consultant, in writing, excepting only those Losses for which the Consultant is found solely liable by a court or forum of competent jurisdiction.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

BY COUNTY this 18th day of April, 2002.

BY CONSULTANT this 12th day of April, 2002.

CONSULTANT

By: [Signature]  

COUNTY OF MARIPOSA

By: [Signature]  

James J. Petropulos  
Public Works Director

Social Security or Taxpayer Identification Number 94-2717262

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeffrey G. Green  
County Counsel

Date: 4-22-02

Word/stephens amphitheater project
February 7, 2002

James J. Petropulos, Director
Mariposa Public Works
4639 Ben Hur Road
Mariposa, CA 95338

SUBJECT: MARIPOSA PARK AMPHITHEATRE
Engineering Services Proposal

Dear Jim:

Thank you for requesting a Design Proposal from Roger Stephens Engineering.

TASK I: Will be to design a new concrete seating area for the Amphitheatre located at the Mariposa Town Park.

This will require a certain amount of code preview both in terms of ingress and egress and ADA Compliance as well as a structural design.

TASK II: Stage Doors Design
The design of these doors and hardware will ultimately be done by a door manufacturer. I would suggest that this item can be supplied by the contractor in terms of an Equipment Submittal and the design be reviewed by staff for approval. However, the track bracing system will need to be designed for vertical and horizontal (wind) loading.

SERVICES TO BE PROVIDED BY ROGER STEPHENS ENGINEERING

Provide a set of plans and technical specifications, bid list and construction cost estimate for improvements to the Mariposa Park Amphitheatre, which include the following:

**Theater Seating**

a. Demolition and grading plan
b. Concrete bench seating system
c. Stairways and landings
d. Railings
e. Handicap/Wheelchair seating
f. Technical specifications

**NOTE:** As requested, no electrical engineering services are included.

**Stage Doors**

a. Structural design for track bracing system
b. Technical specifications
In conjunction with this proposal it is understood that Mariposa County Public Works will provide the following:

a. Access to site
b. All surveying
c. Access to personnel that will assist in decision on special materials or equipment as needed.
d. Bid documents and administration of bids.
e. Construction implementation and project management.

Roger Stephens Engineering proposal to provide the above mentioned items I & II on a fixed fee basis:

PROPOSED FEE -- $8,540.00

Thank you again for considering Roger Stephens Engineering.

Sincerely,

Roger L. Stephens, P.E.

RLS/hm

P.O. BOX 1193 • 5077 BULLION STREET • MARIPOSA, CALIFORNIA 95338 • (209) 966-3801