

# MARIPOSA COUNTY

Public Works • 209 966 5356



## RESOLUTION - ACTION REQUESTED 2021-124

MEETING: March 9, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a First Amendment with NCE for the Downtown Renovation Project

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### RECOMMENDATION AND JUSTIFICATION:

Approve a First Amendment with NCE for the Downtown Renovation Project to Revise the Scope of Service and Increase Compensation in the Amount of \$96,300 for a Total Not to Exceed Amount of \$720,940; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The additional scope added to this agreement provides for extensive survey work within the project limits and the phasing of this Project from one into two distinct design work elements.

### BACKGROUND AND HISTORY OF BOARD ACTIONS:

On June 9, 2020 Resolution 2020-347 the Board authorized an Agreement for design service with NCE.

On March 17, 2020 Resolution 2020-142 the Board authorized the Public Works Director to advertise for Design Services for the Downtown Renovation Project.

On November 19, 2019 Resolution 2019-660 the Board authorized acceptance of a Grant Award from the Economic Development Administration.

### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the needed changes will not occur.

### FINANCIAL IMPACT:

**There is no financial impact associated with this item as this grant is funded at the 100% level through Federal sources.**

### ATTACHMENTS:

NCE 20-059 Downtown Renovation (PDF)  
NCE 1st amd Downtown Renovation (PDF)

## Resolution - Action Requested 2021-124

**RESULT:** ADOPTED [UNANIMOUS]

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

**FIRST AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR THE  
MARIPOSA DOWNTOWN REHABILITATION PROJECT**

**THIS FIRST AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR THE MARIPOSA DOWNTOWN REHABILITATION PROJECT** is made and entered into this 9<sup>th</sup> day of March, 2021 by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as "**County**," and NCE, hereinafter referred to as "**Contractor**."

**WHEREAS**, **County** and **Contractor** have heretofore entered into an Agreement dated June 9, 2020, wherein **Contractor** agreed to provide design services for the Mariposa downtown rehabilitation project; and

**Whereas**, **County** and **Contractor** desire to amend said Agreement to change the compensation to be provided and revise the Scope of Services to **Contractor**;

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

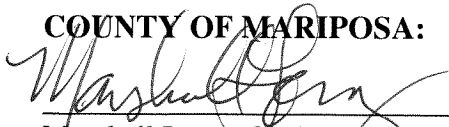
1. Paragraph 2, "SERVICES", is hereby amended to separate the project into two (2) distinct phases of work: Phase I includes all work described in the original scope of work less the design work of the parking lots at 5th and 6th Streets; and Phase II, the design work for the parking lots at 5th and 6th Streets. Phase II is an optional phase. The **County**, in its sole discretion, may give to **Contractor** a notice to proceed with design services for Phase II. Until **County** gives such notice to proceed with Phase II, **Contractor** shall not do any work on phase II. The parties understand that all references to "parking lots" in Exhibit A, "Revised Scope of Work - Mariposa Town Renovation Project, May 13, 2020" attached to the original agreement, shall apply to Phase II and shall not be part of the deliverables required in Phase I. If the **County** gives a notice to proceed with Phase II, the **Contractor** shall deliver all the design services for the parking lots as new and distinct deliverables.

2. Paragraph 3, "COMPENSATION", is hereby amended to provide compensation in two (2) phases as follows: : Phase I in the amount of Six Hundred Twenty-Four Thousand Six Hundred Forty Dollars (\$624,640); and, If **County** gives a notice to proceed with Phase II, the additional amount of Ninety-Six Thousand Three Hundred Dollars (\$96,300), making the total compensation for both phases paid to the **Contractor** an amount not to exceed Seven Hundred Twenty Thousand Nine Hundred Forty Dollars (\$720,940).

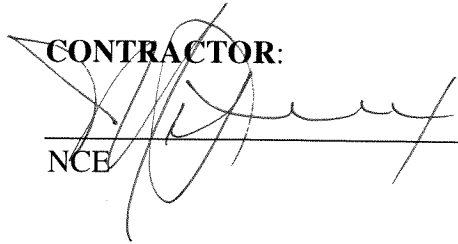
3. Except as herein amended, the Agreement dated June 9, 2020 shall remain in full force and effect.

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

**COUNTY OF MARIPOSA:**

  
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Marshall Long, Chairman  
Mariposa County Board of Supervisors

**CONTRACTOR:**

  
\_\_\_\_\_  
NCE

**ATTEST:**

  
\_\_\_\_\_  
RENE LAROCHE  
Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
STEVEN W. DAHLEM  
County Counsel