MARIPOSA COUNTY RESOLUTION NO. 81-191

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approves the following document, and ERIC J. ERICKSON, Vice-Chairman is hereby authorized to sign same:

Agreement with Ed Bonewits for structural addition and improvements to McCay Hall

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 6th day of October 1981, by the following vote:

AYES: Barrick, Taber, Dalton, Erickson
NOES: None
EXCUSED: Moffitt
ABSTAINED: None

ERIC J. ERICKSON, Vice-Chairman
Mariposa County Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER,
County Counsel
AGREEMENT

STRUCTURAL ADDITION & IMPROVEMENTS TO MCCAY HALL

This Agreement, made as of October 6, 1981, between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Ed Bonewits, the Mariposa constructor, hereinafter referred to as "CONTRACTOR";

WITNESSTH:

WHEREAS, the COUNTY has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law, a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract, and

WHEREAS, the CONTRACTOR, in response to the notice to bidders, has submitted to the COUNTY a sealed proposal accompanied by a proposal guaranty in an amount not less than ten percent (10%) of the bid for the construction of the proposed work in accordance with the terms of this contract, and

WHEREAS, the COUNTY in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted, and as a result has determined and declared the CONTRACTOR to be the lowest and the best regular responsible bidder for the contract, and has duly awarded to the CONTRACTOR a contract for the work and for the sums named in the proposal.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Article 1 - Scope of Work:

The CONTRACTOR shall provide all necessary machinery, tools,
apparatus and other means of contraction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary to construct the PROJECT for the COUNTY in conformity with the specifications and drawings and other contract documents hereto attached and according to such instructions as may be given by the Engineer.

Article II - Contract Prices

The COUNTY shall pay the CONTRACTOR the prices stated in the proposal submitted by the CONTRACTOR, ($23,320) for complete performance of the contract by the CONTRACTOR. The CONTRACTOR hereby agrees to accept the prices as full compensation for all the materials and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected herewith; for all expense incurred in and in consequence of the suspension or discontinuance of the work, as herein specified; for all liability and other insurance, for all fees and royalties or other expense on account of any patent or patents; for all overhead and other expenses incident to the work and expected profits; and for well and faithfully performing and completing the work and all of the work within thirty (30) calendar days from the date of October 6, 1981, the notice to proceed with the work, all according to the contract drawings and specifications, the details and instructions and the requirements of the COUNTY.
Article III - Parts of the Contract

The complete contract consists of the following documents,
all of which shall be considered as part of the Agreement.

1. Notice to Bidders
2. General Conditions
3. Technical Specifications
4. Plan, Profiles and Detailed Drawings
5. Accepted Proposal
6. Agreement
7. Contract Bonds

All of the documents named above are contained herein with
the exception of the bond forms.

IN WITNESS WHEREOF, this contract being executed in triplicate
and the parties having caused their names to be signed by authority
of their duly authorized office, the 6th day of October, 1931.

MARIPOSA COUNTY:

ERIC J. ERICKSON, Vice-Chairman
Board of Supervisors

ATTEST:

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

CONTRACTOR:

EDWIN BONEWITS, General Contractor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER, County Counsel