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MARIPOSA COUNTY RESOLUTION NO. 82-60

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 Chairman WILLIAM H. MOFFITT, is hereby authorized to sign same:

Contract with Bear Valley Construction for the Bear Valley

FAS Project

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 6th day of April 1982, by the following vote:

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

W. H. Moffitt
WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:

Ellen Bronson
ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Richard K. Denhalter
RICHARD K. DENHALTER,
County Counsel

MARIPOSA COUNTY
MARIPOSA, CALIFORNIA

AGREEMENT

BEAR VALLEY ROAD 10-MPA-005-CR W750(1)

THIS AGREEMENT, made this 6th day of April 19 82
by and between MARIPOSA COUNTY, MARIPOSA, CALIFORNIA, herein
after called the County and Bear Valley Construction, herein
after called the 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 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 I - Scope of Work:

The Contractor shall provide all necessary machinery, tools, apparatus, and other means of construction; 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, 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 or other insurance, for all fees and royalties or other expense on account of any patient or patients; 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 one hundred fifty (150) working days from the date of the notice to proceed with the work, all according to the contract drawings and specifications, the details and instructions and 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. Standard Specifications
3. Special Provisions to the Standard Specifications
4. Plans 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.

Article IV - Equipment Rental Rates & General Prevailing Wage Rates

The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of the said proposal conflicting herewith.

Article V - State Contract Act

The improvements contemplated in the performance of this contract is a Federal-Aid Secondary improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires. In such cases, the State Contract Act will govern.

Article VI - Contractor's Certification

By execution of this document the Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with provisions of the code, and the Contractor will comply with such provisions before commencing the performance of this contract.

IN WITNESS WHEREOF, this contract being executed in tripli-
cate and the parties having caused their names to be signed
by authority of their duly authorized office, this 6th
day of April, 19 82.

MARIPOSA COUNTY

By [Signature]

Attest Patricia E. Alberta

By _____

Contractor

BEAR VALLEY CONST.

[Signature]

Title Partner

The foregoing contract is approved as to form and legality
this 6th day of April, 19 82.

[Signature]
County Counsel