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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



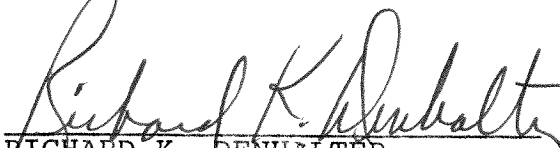
ERIC J. ERICKSON, Vice-Chairman
Mariposa County Board of Supervisors

ATTEST:



ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



RICHARD K. DENHALTER,
County Counsel

A G R E E M E N T

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,

1 apparatus and other means of construction; shall furnish all mater-
2 ials, superintendance, overhead, expenses, all labor and expenses
3 of whatever nature necessary to construct the PROJECT for the
4 COUNTY in conformity with the specifications and drawings and other
5 contract documents hereto attached and according to such instruc-
6 tions as may be given by the Engineer.

7 Article II - Contract Prices

8 The COUNTY shall pay the CONTRACTOR the prices stated in the
9 proposal submitted by the CONTRACTOR, (\$23,320) for complete per-
10 formance of the contract by the CONTRACTOR. The CONTRACTOR hereby
11 agrees to accept the prices as full compensation for all the mater-
12 ials and appliances necessary to the work, for all labor and use
13 of tools and other implements necessary to execute the work contem-
14 plated in this contract; for all loss or damage arising out of the
15 nature of the work or from the action of the elements, or from any
16 unforeseen obstructions or difficulties which may be encountered
17 in the prosecution of the work; for all risks of every description
18 connected herewith; for all expense incurred in and in consequence
19 of the suspension or discontinuance of the work, as herein speci-
20 fied; for all liability and other insurance, for all fees and royalt-
21 ties or other expense on account of any patent or patents; for all
22 overhead and other expenses incident to the work and expected prof-
23 its; and for well and faithfully performing and completing the work
24 and all of the work within thirty (30) calendar days from the date
25 of October 6, 1981, the notice to proceed with the work, all
26 according to the contract drawings and specifications, the details
27 and instructions and the requirements of the COUNTY.

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1 Article III - Parts of the Contract

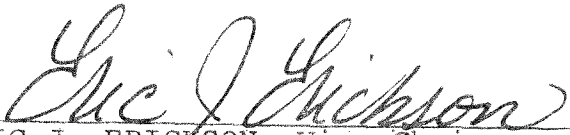
2 The complete contract consists of the following documents,
3 all of which shall be considered as part of the Agreement.

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


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

13 IN WITNESS WHEREOF, this contract being executed in triplicate
14 and the parties having caused their names to be signed by authority
15 of their duly authorized office, the 6th day of October, 1981.

16 MARIPOSA COUNTY:

17 
18 ERIC J. ERICKSON, Vice-Chairman
19 Board of Supervisors

20 ATTEST:

21 
22 ELLEN BRONSON, County Clerk and
23 Ex Officio Clerk of the Board

24 CONTRACTOR:

25 
26 EDWIN BONEWITS, General Contractor

27 APPROVED AS TO FORM
28 AND LEGAL SUFFICIENCY:

29 
30 RICHARD K. DENHALTER, County Counsel