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MARIPOSA COUNTY RESOLUTION NO. 81-207

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 Northland Builders for construction  
of the Coulterville Transfer Station

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 20th day of October 1981, by the following vote:

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

  
WILLIAM H. MOFFITT, 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

PROPOSAL AND CONTRACT

TO: Mariposa County Board of Supervisors  
4639 Benhur Road  
Mariposa, Ca., 95338

Date September 21, 1981

Proposal No.

Phone 209-852-2153

PROJECT: SOLID WASTE TRANSFER STATION  
Coulterville, Ca.

SPECIFICATIONS:  
By County

SCOPE OF WORK:

WE PROPOSE TO FURNISH LABOR AND MATERIAL IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS FOLLOWS: Replace Solid Waste Transfer Station on Gary Harrison Mine Road, Coulterville. Approximately eighty (80) feet of concrete retaining wall, approximately eight (8) feet in height, including excavation, forming, concrete, embedded steel and backfill, as shown in accompanying drawings of "Coulterville Transfer Station" by Mariposa County Engineer and Surveyor, which shall be part of this contract.

PRICE: FOR THE TOTAL SUM OF ..... \$ 9,405.00 (nine thousand, four hundred, five and 00/100 Dollars)

CONDITIONS:

It is understood and agreed that we shall not be held liable for any loss, damage or delays occasioned by fire, strikes, or material stolen after delivery upon premises, lockouts, acts of God, or the public enemy, accidents, boycotts, material shortages, disturbed labor conditions, delayed delivery of materials from Seiler's suppliers, force majeure, inclement weather, floods, freight embargoes, causes incident to national emergencies, war, or other causes beyond the reasonable control of Seller, whether of like or different character, or other causes beyond his control. Prices quoted in this contract are based upon present prices and upon condition that the proposal will be accepted within thirty days. Also general conditions which are standard for specialty contractors in the construction industry.

TERMS:

Payments to be made upon completion as work progresses to the value of \_\_\_\_\_ per cent (\_\_\_\_%) of all work completed. The entire amount of contract to be paid within \_\_\_\_\_ days after completion.

THIS PROPOSAL IS SUBMITTED IN DUPLICATE. THE RETURN TO US OF ONE COPY WITH YOUR SIGNATURE SHALL CONSTITUTE A CONTRACT.

SUBMITTED: NORTHLAND BUILDERS Lic.#387196  
1250 Frio Court  
LaGrange, Ca., 95329

ACCEPTED:

By [Signature]

Name and Registration Number of any salesperson who solicited or negotiated this contract:

Name \_\_\_\_\_ No. \_\_\_\_\_

You the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 1020 N Street, Sacramento, California 95814

NOTICE TO OWNER

Under the Mechanics' Lien Law, any contractor, sub-contractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of

improvement of a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.