

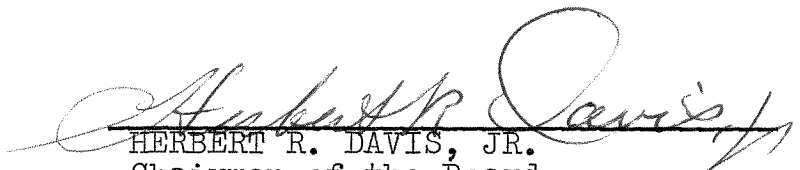
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BOARD OF SUPERVISORS - COUNTY OF MARIPOSA
RESOLUTION NO. 74-45

BE IT HEREBY RESOLVED that the Chairman of the Board of Supervisors of the County of Mariposa is authorized to sign a Contract between the County of Mariposa and Trico Contractors for the construction of Greeley Hill F.A.S. Road, 10-MPA-001-CR X-001 (1), a copy of which is attached.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa this 28th day of May, 1974, by the following vote:

- AYES: Davis, Hurlbert, Long, Moffitt, Richardson
- NOES: None
- NOT VOTING: None
- ABSENT: None


HERBERT R. DAVIS, JR.
Chairman of the Board

ATTEST:

ELLEN P. RITTER, County Clerk and
Ex-Officio Clerk of the Board

MARIPOSA COUNTY
MARIPOSA, CALIFORNIA

AGREEMENT

GREELEY HILL ROAD, 10-MPA-001-CR X-001(1)

THIS AGREEMENT, made this 28TH day of MAR 1974
by and between MARIPOSA COUNTY, MARIPOSA, CALIFORNIA, herein
after called the County and TRINITY CONTRACTORS, 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 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 I - Scope of Work:

The contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendance, 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 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 one hundred and fifty (150) calendar 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 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 28th day of MAY 1974

MARIPOSA COUNTY

By Arthur R. Davis

Attest Donna Mallock
Secretary

By Lrico Contractor

by George B. Hunt

Title V. P.

The foregoing contract is approved as to form and legality this 28 day of May 1974

[Signature]
Attorney

CONTRACTOR'S CERTIFICATION

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

Trico Contracting
By George B. Stout V.P.