

REGARDING THE COMPLETION OF STAIRWAY PROJECT
AND AUTHORIZING THE AUDITOR TO DRAW WARRANT

WHEREAS, the Board of Supervisors entered into an Agreement on or about 12/22/87 with Mariposa Development Company to install a stairway from the Best Western Motel to the County Park as a convenience to the general public, and

WHEREAS, said Agreement further stated that, "County shall pay one-half (1/2) of the actual construction cost for the construction of the stairway. However, County's share of the costs shall not exceed the sum of Eleven Thousand Fifty Dollars, (\$11,050.00).", and

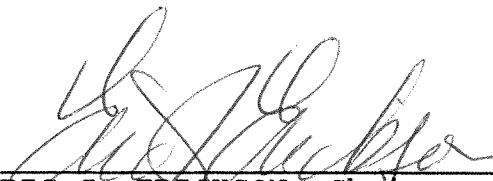
WHEREAS, Mariposa Development has submitted a notice of completion of the stairway project to the Department of Public Works, and

WHEREAS, the Department of Public Works, Building Division has given final approval of the project in its entirety, as verified by attachment marked Exhibit "A", incorporated herein by this reference;

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County that the stairway project has been completed, and hereby authorizes the Auditor to draw a warrant in the amount of Eleven Thousand Fifty Dollars (\$11,050.00) made payable to Mariposa Development Company as payment in full of the County's share of half the actual expenses incurred as a result of the stairway project as verified by attachment marked Exhibit "B", incorporated herein by this reference.


PASSED and ADOPTED by the Board of Supervisors of Mariposa County this 8th day of March, 1988, by the following vote:

AYES:	BAGGETT, DALTON, ERICKSON, RADANOVICH, TABER
NOES:	NONE
ABSENT:	NONE
ABSTAINED:	NONE



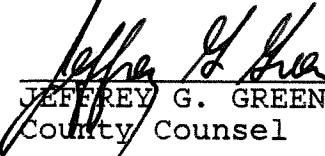
ERIC J. ERICKSON, Chairman
Mariposa County Board of Supervisors

ATTEST:

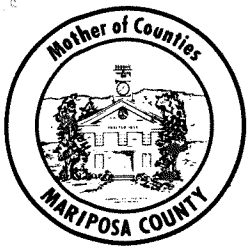


MARGIE WILLIAMS
Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JEFFREY G. GREEN
County Counsel



County of Mariposa

DEPARTMENT OF
PUBLIC WORKS


5101 JONES STREET
P.O. BOX 1268
MARIPOSA, CA 95338

209 966 3934

BUILDING/PERMITS DIVISION

Wm. C. Lincoln
DIRECTOR

March 3, 1988

TO: Jeffrey G. Green, County Counsel
FROM: Wm. C. Lincoln, Director 
RE: Stairway Construction, Best Western Motel

As evidenced by the attached memo from John Davis, Chief Building Inspector, dated February 24, 1988, the stairways at the Best Western Motel have been completed, inspected and found to be in compliance with the Uniform Building Code.

It is requested that the Board authorize the Auditor to issue a warrant to Mariposa Development Company in the amount of \$11,050 in accordance with the County's agreement with that organization .

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Attachment

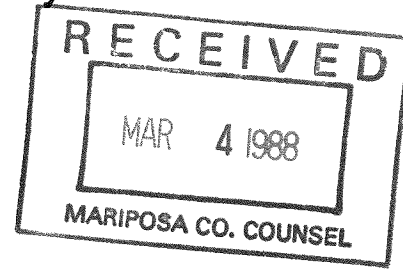
EXHIBIT A

Phone: (209) 966-5252

License No. 406766

Mariposa Development Company

4601 Hwy. 49 South
Mariposa, California 95338



County of Mariposa
5101 Jones St.
P.O. Box 1268
Mariposa, CA. 95338

March 2, 1988

Attention: Bill Lincoln
Jeff Green

As per the agreement with Mariposa County, Resolution 87-471, this letter is to advise you that Mariposa Development Company has fulfilled the agreement as stated and completed payment to Sierra Steel Construction as per original contract.

Herewith we have enclosed a copy of the original contract in the amount of \$22,100.00 along with copies of the checks showing payment in full.

At this time we are requesting, as per agreement one-half of the full amount which is \$11,050.00.

Sincerely,

Darell I. Deal
Darell I. Deal,
Mariposa Development Co.

EXHIBIT B

MARIPOSA DEVELOPMENT CO.

2726

EDWARD KONOPACK
DARRELL I. DEAL
4801 HIGHWAY 49 SOUTH
MARIPOSA, CA 95338

90-3689
1211

2/16 1988

PAY TO THE ORDER OF SIERRA STEEL CONSTRUCTION, INC. - 2 - \$ ***5,000.00***

*****FIVE THOUSAND DOLLARS AND 00/100***** DOLLARS



Partial pmt.

⑈002726⑈ ⑆121136895⑆ 001612682⑈ ⑈000050000⑈

MARIPOSA DEVELOPMENT CO. - Acct. # 20-4530

2729

EDWARD KONOPACKI
DARRELL I. DEAL
4801 HIGHWAY 49 SOUTH
MARIPOSA, CA 95338

90-3689
1211

2/23 1988

PAY TO THE ORDER OF SIERRA STEEL CONSTRUCTION & COPPER STEEL \$ ***4646.55***

*****FORTY-SIX HUNDRED FORTY-SIX DOLLARS AND 55/100***** DOLLARS



⑈002729⑈ ⑆121136895⑆ 001812682⑈ ⑈0000464655⑈

MARIPOSA DEVELOPMENT CO.

2730

EDWARD KONOPACKI
DARRELL I. DEAL
4801 HIGHWAY 49 SOUTH
MARIPOSA, CA 95338

90-3689
1211

2/23 1988

PAY TO THE ORDER OF SIERRA STEEL CONSTRUCTION, INC. \$ ***12,453.45***

*****TWELVE THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS AND 45/100***** DOLLARS



⑈002730⑈ ⑆121136895⑆ 001612682⑈ ⑈0001245345⑈



Building Systems

SIERRA STEEL CONSTRUCTION, INC.

License No. 444822

1235 S. Blackstone • Tulare, CA 93274
(209) 685-8402

PROPOSAL /CONTRACT

BUILDER - Mariposa Development Co.
ADDRESS - 4601 Hwy. 49 south Mariposa, Ca. 95338

JOB NAME - Best Western Motel
JOB LOCATION - Mariposa, Ca.

- 1 - STRAIGHT 36" SILENT TWIN BEAM PRECAST CONCRETE STAIRWAY 29-TREAD PLUS INTERMEDIATE PAN TYPE LANDING ----- INST.
- 2 - STRAIGHT 36" SILENT TWIN BEAM PRECAST CONCRETE STAIRWAYS 19-TREAD PLUS INTERMEDIATE PAN TYPE LANDING ----- INST.
- 2 - STRAIGHT 36" SILENT TWIN BEAM PRECAST CONCRETE STAIRWAYS 15-TREAD ----- INST.
- 1 - STRAIGHT 36" SILENT TWIN BEAM PRECAST CONCRETE STAIRWAY 7-TREAD -----INST.
- 1 - STRAIGHT 36" SILENT TWIN BEAM PRECAST CONCRETE STAIRWAY 6- TREAD ----- INST.
- 7 - 36" x 36" PAN TYPE LANDINGS AT TOP OF STAIRWAYS ----- INST.
- 180 - FEET STAIR AND LANDING RAILING (ONE SIDE OF STAIR ONLY) ----- INST.

TOTAL----- \$22,100.00 *2/14/88 Pd # 5.0k ck# 272*

NOTES:

ALL ITEMS LISTED ABOVE WILL BE PER SIERRA STEEL STD. DETAILS AND CALCULATIONS.

*2/20/88 Pd. 4646. ck# 2729 + ck# 2730 1845
R 22,100 -*

TERMS: DUE NET 10-DAYS UPON PROJECT COMPLETION.

SIERRA STEEL CONST., INC.

MARIPOSA DEV. CO.

COMMERCIAL - INDUSTRIAL - RESIDENTIAL - AGRI

Accepted 11/4/87

CONDITIONS AND COVENANTS

1. All Butler material becomes the property of the Owner upon delivery to job site and payment in full.

2. NOTICE: Contractor will not be responsible for the replacement of improvements within the Owner's property lines unless said property is surveyed and staked prior to construction.

3. Unless otherwise stated, Owner will provide Contractor with a level and compacted building pad $\pm 1/10$ of foot and 12'0" clear working area around entire building. Contractor assumes no obligation for compaction or soil tests. Contractor shall not be liable for any unforeseen sub-surface obstructions or conditions.

4. Owner shall furnish electrical power to construction site.

5. Owner agrees not to interfere with the progress of the work and not to occupy any portion of the building, or to permit any workmen other than those of Contractor to work at or in the immediate vicinity of the building without Contractor's written consent.

6. Contractor shall not be responsible for damage, direct or consequential to Owner, for delays due to strikes, acts of God, labor and material shortages and other conditions not under direct control of Contractor.

7. Owner shall notify Contractor in writing when a Notice of Completion has been filed.

8. Any material not used may be removed by Contractor.

9. Unless otherwise stated herein, the contract price herein does not include: painting, staining, electrical, plumbing, heating/air conditioning, permits, fees, engineering or changes required by governmental authority.

10. Extra work due to changes in plans or specification, whether ordered by Owner, governmental authority or to meet special job conditions not under Contractor's control will be an additional charge to Owner over and above the amount set forth in this agreement.

11. Any and all changes requested by Owner shall be made upon written, signed change orders, and if such changes result in additional charges, such charges are due and payable at the time the changes are made unless other arrangements are made between Owner and Contractor.

12. Owner shall be credited for labor or materials furnished only if authorized in writing by Contractor.

13. Contractor may use sub-contractors for any phase of the construction he chooses and is under no obligation to use sub-contractors of Owner's choosing, except that preference will be given to sub-contractors recommended by Owner based on prices and qualifications acceptable to Contractor.

14. For any portions of the construction work which may be required but are not a part of this building contract, Owner agrees to have work done in accordance with approved plans and specifications and to hold Contractor harmless from any obligations pertaining to his work.

15. No terms of any contract between Owner and any lending agency involved in financing this contract shall be a part of this contract or binding on Contractor.

16. Unless otherwise stated, Owner will reimburse Contractor for all fees or assessments incurred in obtaining necessary permits, licenses, or authorizations from any governmental authority covering the work set forth in this proposal. Fees and assessments shall include, but not be limited to: engineering fees, architectural fees, county building permits or easements fees and zone change fees. Labor in obtaining or attempting to obtain same shall be charged at cost plus 15 percent.

17. Unless otherwise stated, Owner shall be responsible for bringing all utilities such as water, sewer, gas, telephone, electrical, storm drain, etc., to within 3 feet of subject building.

18. Owner shall verify financing arrangements to Contractor on request.

19. No understanding, representation or warranty, express or implied, shall be binding on Contractor unless contained in this agreement or in a written change order.

20. In event by default by Owner, in addition to principal and interest, Owner shall pay all attorney's fees and court costs incurred by Contractor in enforcing any of the Contractor's rights under this agreement, whether or not suit is filed.

21. Additional specification, conditions, and/or covenants may be attached hereto as addendums to this contract, thereby becoming integral parts of the contract and will be binding on both parties hereto.