MARIPOSA COUNTY RESOLUTION NO. 83-213

BE IT HEREBY RESOLVED that the Board of Supervisors makes a finding that it would not be in the best public interest to proceed with formal bidding procedures for the subcontracting of the Cal-Neva Weatherization program.

FURTHER RESOLVED that the Board of Supervisors hereby approve the Cal-Neva Weatherization Program Subcontract Agreement and Chairman, ERIC J. ERICKSON is hereby authorized to sign same.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 12th day of July, 1983 by the following vote:

AYES: Taber, Barrick, Erickson, Moffitt, Dalton

NOES: None

ABSENT: None

ABSTAINED: None

ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

ROBERT M. WASH, Interim
County Counsel
AGREEMENT

This agreement made this 21st day of July 1983 between the County of Mariposa party of the first part and Southwest Insulation a duly licensed Contractor of Mariposa, California party of the second part witnesses.

1. The County of Mariposa has a contract with the California/Nevada Community Action Association whereby the County agrees to provide certain energy conservation measures in homes of low income Pacific Gas and Electric customers which contract is attached here to marked exhibit "A" and made a part hereof.

2. County desires to contract with Southwest Insulation party of the second part herein to perform the actual work upon the homes of said persons and Southwest Insulation is willing and does hereby contract to perform such services on the terms and conditions herein set forth.

3. Contractor agrees to install such conservation measures in the homes designated by County through a work order but not to exceed seventy five.

4. Such work of installation shall be in strict accordance with the "Conditions of Contract" marked exhibit "B" attached hereto and made a part hereof.

5. County agrees to pay Contractor and Contractor agrees to receive as full compensation for work performed under this agreement an amount as set forth in exhibit "C" attached hereto and made a part hereof. The work to be done by Contractor in each home shall be that designated by County through its assessment officer from the list of possible work as set forth in exhibit "C" and Contractor will be limited to and paid for only such work performed as designated.

6. Payment will be paid monthly on or about the 15th of each month for work certified as completed by the 1st of the month.

7. Contractor agrees to fully perform the work on any individual home within 5 working days after receiving a work order from the County impossibility due to acts of God excepted.

8. Before commencing any work under this contract, Contractor shall give County proof that he carries Workmans Compensation Insurance as provided by California law and that he has all other insurance called for in exhibit "B" attached hereto and shall maintain the same in full force and effect during the life of this contract.

9. Before commencing any work under this contract, Contractor shall furnish County Contractors Payment Bond as provided by law in the amount of $20,000.00.

10. The term of this contract is from the date hereof to and including December 31, 1983.

Contractor:  

ERIC J. ERICKSON, Chairman  
BOARD OF SUPERVISORS

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

ROBERT WASH  
County Counsel

Signed:

Patricia E. Albert
Clerk of the Board