880

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
August 24, 2009

SUBJECT: Approval of Multi-Year Independent Contractor Agreements with Atlantis Investment Group Corporation, Hawaii Blue Construction, Inc. and Kratka Construction

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Independent Contractor agreements with Atlantis Investment Group Corporation, Hawaii Blue Construction, Inc. and Kratka Construction, three (3) of the eleven (11) agreements that make up the Community Action Partnership of Riverside County (CAP Riverside) Weatherization Program in an aggregate amount not to exceed $4,000,000 annually:

2. Authorize the Purchasing Agent to sign amendments and exercise the option to renew annually for up to two (2) additional one-year periods for a total of three years; and

3. Authorize the Executive Director of CAP Riverside to administer the Agreements.

PURCHASING & FLEET SERVICES: Robert Howdyshell, Director

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA DATE 8/17/09

Maria Y. Juarez, CCAP, Deputy Director for
Lois J. Carson, CCAP, Executive Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 4,000,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Federal Funds and Southern California Gas Co.

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote |

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer

County Executive Office Signature

Policy ☒ Consent ☐ Dep't Recomm.:

Policy ☒ Consent ☐ Per Exec. Ofc.:

09 AUG 26 AM 10:32

Prev. Agn. Ref.: 2/26/08 (#3.48), 4/1/08, (#3.26), 3/31/09 (#3.12) 4/28//09 (#3.7), 5/19/09 (#3.12)

District: All

Agenda Number: 3.23

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FROM: Community Action Partnership
Of Riverside County

DATE: August 24, 2009

SUBJECT: Approval of Multi-Year Independent Contractor Agreements with Atlantis Investment Group Corporation, Hawaii Blue Construction, Inc. and Kratka Construction

BACKGROUND:

CAP Riverside administers energy and weatherization programs that assist low-income families residing in Riverside County. These services include assistance with utility payments, consumer education, and no-cost comprehensive weatherization and home rehabilitation services. The various funding sources allocate monies to these energy/weatherization programs in increments throughout the year.

On December 3, 2007, CAP Riverside in conjunction with County Purchasing issued a formal Request for Qualifications #CAARC-008 (RFQ) to solicit proposals for Home Weatherization and Repair Services. RFQ notices were sent to over 200 potential vendors and advertised on the Internet. RFQ #CAARC-008 will remain open until a sufficient number of vendors are awarded contracts to meet the weatherization workload and deadlines of the funding agreements.

A cost analysis was not included as criteria in the evaluation because CAP Riverside developed Reimbursement Schedules (Attachment A, B and C in the Professional Services Agreement) by interviewing past weatherization subcontractors, appliance vendors, and State Inspectors.

An Evaluation Committee was formed consisting of a CAP Riverside Commissioner, CAP Riverside's Planning Division Supervisor, and Energy/Weatherization Program Manager. The Evaluation Committee met to score and recommend the contractors for funding based on the following pre-selected criteria:

1. Overall Responsiveness to RFQ Requirements
2. Prior/Current Experience
3. Ability to Perform Multiple Measures
4. Geographical Service Area
5. Standard Lead Time
6. Warranty (Materials & Workmanship)
7. Local Preference

There was a consensus by the Evaluation Committee to recommend Atlantis Investment Group Corporation, Hawaii Blue Construction, Inc. and Kratka Construction for approval and funding.

Currently, CAP Riverside has eight (8) Weatherization contractors: Ace and Sons Construction, Inc. James D. Restoration and Construction, The Vasquez Group, B.A.B. Contracting, Hopkins Construction, David Starrett Construction, Synergy Companies, and Energy Services Partnership, Inc. Since the RFQ #CAARC-008 remains ongoing, funding will be distributed throughout the year based on the number of contractors, experience, and performance.

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FINANCIAL IMPACT: No County General Funds will be required. Funding for these agreements are supplied by the Low-Income Home Energy Assistance Program (LIHEAP), Department of Energy (DOE), and Southern California Gas Company (SCG) and is budgeted through the normal budgeting process.

ATTACHMENTS: Three (3) copies each:
Atlantis Investment Corporation (#CAP-09-057)
Hawaii Blue Construction, Inc. (#CAP-09-058)
Kratka Construction (#CAP-09-059)

CONCURE/EXECUTE: Purchasing

LJC:MYJ:KA:jb

Community Action Partnership of Riverside County

2038 Iowa Avenue, Suite B-102
Riverside, CA 92507

MASTER AGREEMENT:	CAP-09-057
CONTRACTOR:	Atlantis Investment Group Corporation
CONTRACT TERM:	September 1, 2009 through August 31, 2010

WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP RIVERSIDE, desires to provide weatherization, water heaters, furnace repair and replacement services;

WHEREAS Atlantis Investment Group Corporation, has the expertise, special skills, knowledge and experience to provide these services;

WHEREAS, CAP RIVERSIDE desires Atlantis Investment Group Corporation. hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of CAP RIVERSIDE and the Contractor;

NOW THEREFORE, CAP RIVERSIDE and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for the Board:	**Authorized Signature for Contractor:**
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Arthur Lambrose
Title: Chairman, Board of Supervisors	Title: President /CEO
Address: 4080 Lemon Riverside, CA 92504	Address: 78-030 Calle Barcelona La Quinta, CA 92253
Date Signed:	Date Signed: AUG - 5 2009

FORM APPROVED COUNTY COUNSEL
BY LARISA R-MCKENNA DATE 8/12/09

ATLANTIS INVESTMENT GROUP CORPORATION

MASTER AGREEMENT

TERMS AND CONDITIONS

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LIST OF ATTACHMENTS & EXHIBITS

Exhibit A – Contractor Payment Request 2076A
Exhibit B – Instructions for Form 2076A
Exhibit C – Certification Regarding Debarment, Suspension, and Related Matters
Exhibit D – Certification Regarding Drug Free Workplace
Exhibit E – Certification Regarding Lobbying
Exhibit F – Whistleblower Protection under the Recovery Act, Section 1553, Division A, Title XV, P.L. 115-5
Exhibit G – Training Requirement Matrix
Exhibit H – Carbon Monoxide (CO) Analyzer Calibration Log (CSD 785 – Rev. 3/24/06)
Exhibit I – Manometer Calibration Log (CSD 786 – Rev 10/30/06)
Attachment A – Payment Reimbursement Schedule for LIHEAP
Attachment B – Payment Reimbursement Schedule for DOE
Attachment C – Payment Reimbursement Schedule for Southern California Gas

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

"CAP RIVERSIDE" refers to the County of Riverside and its Community Action Partnership of Riverside County, which has administrative responsibility for this Agreement.

II. CAP RIVERSIDE RESPONSIBILITIES

CAP RIVERSIDE will assign staff to act as liaison between the Contractor and CAP RIVERSIDE.

CAP RIVERSIDE will monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. CAP RIVERSIDE, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall

1. Assign staff to act as liaison to CAP RIVERSIDE

2. Provide a telephone number for service requests and emergency service responses between the hours of 7:00 a.m. to 8:00 p.m. Pacific Standard Time, Monday thru Friday.

3. Ensure response time for emergencies not exceed twenty-four hours, 7:00 a.m. thru 8:00 p.m., Pacific Standard Time, Monday thru Friday.

4. Ensure that they have the skills, experience and knowledge necessary to perform the work agreed to be performed under this Agreement, and that CAP RIVERSIDE relies upon the Contractor's representation about its skills, experience and knowledge to perform the Contractor's work in a competent manner.

5. Perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

6. Provide and perform in a fully competent manner all services as described and specified in the Scope of Services (Attachments A., B., and C.) attached hereto and incorporated herein by this reference.

IV. FISCAL PROVISIONS

A. COMPENSATION

Compensation payable to the Contractor under this Agreement shall be allocated as shown on the Payment Reimbursement Schedules, Attachment A, B and C, attached hereto and incorporated herein by this reference.

B. LINE ITEM BUDGET/UNIT COST

The Contractor shall be paid for services performed in accordance with the terms of the Purchase Order, separate from this Agreement.

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. CAP RIVERSIDE will reimburse the Contractor for services performed as identified in Attachment A, B and C. All expenses are inclusive, including but not limited to materials, labor, mileage, etc.

2. To request payment, the Contractor shall submit the Contractor Payment Request Form 2076A (Exhibit A) following the instructions in Instructions for Form 2076A (Exhibit B). Supporting documentation such as permits, receipts, labor schedules, documentation to justify job references and job hours, and/or any other relevant information must accompany the Form 2076A. Exhibits A and B are attached hereto and incorporated herein by these references.

3. In order to receive payment in a timely manner, Contractor shall submit invoices to CAP RIVERSIDE within five (5) working days after completion of work.

4. Services will be inspected by CAP RIVERSIDE within ten (10) working days from receipt of invoice.

5. CAP RIVERSIDE shall pay invoice within thirty (30) business days from the date the work passes inspection. Invoices received by CAP RIVERSIDE after the specified five (5) business days will not be guaranteed inspection nor payment within the specified time. Those invoices will roll over to the next payment cycle.

6. All submissions will be received in the CAP RIVERSIDE office, addressed to:

   Community Action Partnership of Riverside County
   2038 Iowa Avenue, Suite B-102
   Riverside, CA 92507

D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS, AND AUDITS

The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later.

1. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.

3. Should the Contractor disagree with any audit conducted by CAP RIVERSIDE, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP RIVERSIDE a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by CAP RIVERSIDE for such an audit.

4. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CAP RIVERSIDE in conducting such an audit.

F. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from CAP RIVERSIDE for, or apply any sums received from CAP RIVERSIDE, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of CAP RIVERSIDE.

G. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by CAP RIVERSIDE, the Contractor shall promptly refund the disallowed amount to CAP RIVERSIDE on request, or at its option, CAP RIVERSIDE may offset the amount disallowed from any payment due to the Contractor under any contract with CAP RIVERSIDE.

H. ADVANCE PAYMENT

1. CAP RIVERSIDE will compensate the Contractor for services provided in accordance with the terms and conditions contained herein, in this Agreement.

2. Upon written request by the Contractor, CAP RIVERSIDE may issue an advance payment to the Contractor in an amount not to exceed 25 percent (25%) of the available amount of this Agreement. **Advances must be requested at the time the funds are allocated**. Advance payments will be recaptured by deduction from each billing for the first four (4) months at the rate of 25% until the advance is recaptured in full. If a claim during this period does not support the full repayment amount, its remaining balance will roll forward and be added to the next month repayment dollar amount.

3. In the event this Agreement is amended to increase the consideration of the Agreement, a subsequent advance payment not to exceed 25 percent (25%) of the increased amount may be authorized upon written request by the Contractor.

I. AVAILABILITY OF FUNDING

The County's obligation for payment of any agreement is contingent upon the availability of funding from which payment can be made.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective September 1, 2009 through August 31, 2010. The contract period shall be renewable in one (1) year periods from the date of the award for a maximum total period of three (3) years. The contract extension after each and any of the one (1) year periods shall be contingent upon cost adjustments and product and/or services adjustments mutually agreeable to all parties.

The County of Riverside is not obligated to purchase any specified amount of services. The Contractor shall commence performance of requested services only upon written notification by CAP-Riverside that a purchase order has been issued.

B. CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest, including, but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Contractor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed or retained by it under this agreement. The Contractor shall not provide services to family members.

The Contractor shall not provide LIHEAP or DOE WAP services or activities to beneficiaries where there is an actual or perceived conflict of interest including but not limited to

1. Providing program services to Contractor's employees, officers, or other persons or entities with whom Contractor's employees or officer has family, business or other ties; and

2. Providing program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, employees, or officers.

The Contractor agrees to inform CAP RIVERSIDE of all of the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interest with CAP RIVERSIDE.

C. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

CAP RIVERSIDE:
Community Action Partnership of Riverside County
2038 Iowa Avenue, Suite B-102
Riverside, CA 92507
(951) 955-4900

CONTRACTOR:
Atlantis Investment Group Corporation
78-030 Calle Barcelona
La Quinta, CA 92253
Attention: Arthur Lambrose
(760) 777-7617

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or

statements authorized or required by this Contract, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

E. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to CAP RIVERSIDE to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

F. EMPLOYMENT PRACTICES

The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

G. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and

reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

H. INSURANCE

Before commencement of the work under this Agreement, the Contractor shall procure, maintain and submit verification copies to CAP RIVERSIDE, at its sole cost and expense, insurance in the following forms of coverage and minimum amounts specified below. The procurement and maintenance of the insurance required below will not diminish or limit the Contractor's obligation herein to indemnify or hold CAP RIVERSIDE harmless. Provision shall be made such that insurer shall notify CAP RIVERSIDE in the event that the any insurance required under this Agreement is canceled or reduced. In either event, CAP RIVERSIDE shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure the County of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by CAP RIVERSIDE.

1. ***Workers' Compensation Insurance*** (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

2. ***Commercial General Liability Insurance*** coverage, including but not limited to, premises liability, contractual liability, personal and advertising injury which may arise from or out of the Contractor's operations, or the performance of its obligations hereunder. **Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured.** Policy limits shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3. **Vehicle Liability Insurance** – If the Contractor's vehicles or licensed mobile equipment are used or "may be used" on the County property, or used or "may be used" in any manner on behalf of the County, then the contractor shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than $1,000,000 per occurrence combined single limit **Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured**.

4. General Insurance Provisions

   a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's

Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

c. The Contractor shall cause its insurance carrier(s) to furnish CAP RIVERSIDE with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to CAP RIVERSIDE prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless CAP RIVERSIDE receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect.

d. It is understood and agreed to by the parties hereto and the insurance companies that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the County's insurance and/or deductibles and/or self-insured retentions, or self-insured programs shall not be construed as contributory.

e. CAP RIVERSIDE or the County Risk Manager reserves the right to adjust the monetary limits or types of insurance coverages during the term of this Agreement or any extensions thereof, if in the County Risk Manager or CAP RIVERSIDE's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

I. BONDING

Prior to any disbursements, the Contractor agrees that its insurer shall forward to CAP RIVERSIDE an assurance that all persons working on behalf of the Contractor are covered by a fidelity bond of four percent (4%) of the maximum agreement. Provision shall be made such that insurer shall notify CAP RIVERSIDE in the event that the bond is canceled or reduced. In either event, CAP RIVERSIDE shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure County of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by CAP RIVERSIDE.

J. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

K. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

L. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of CAP RIVERSIDE. This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services thereunder.

M. USE BY POLITICAL ENTITIES

This agreement between CAP RIVERSIDE and the Contractor for CAP RIVERSIDE's requirements of select item(s) of personal services, the successful bidder(s) agrees to extend the same pricing, terms and conditions to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that political entities, special districts and related non-profit entities shall make purchases in their own name, make direct payment, and be liable directly to the successful bidder(s) holding CAP RIVERSIDE harmless. The County of Riverside may, at its option, charge an administrative fee to those political entities, special districts and related non-profit entities that avail themselves use of this agreement. The successful bidder(s) shall report annually or as otherwise requested by the County, usage and total sales dollar amount information for each individual political entity, special district, and related non-profit entity utilizing County awards.

N. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of CAP RIVERSIDE. Any attempt to assign or delegate any interest herein without said consent shall be deemed void and of not force or effect.

O. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon CAP RIVERSIDE, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

P. INSPECTION OF SERVICE

All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and testing by CAP RIVERSIDE at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by CAP RIVERSIDE to permit him/her to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspections by CAP RIVERSIDE shall be made in such a manner as to not unduly interfere with Contractor's performance.

If any services performed hereunder are not in conformity with the specifications and requirements of this contract, CAP RIVERSIDE shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such a nature that the difference cannot be corrected, CAP RIVERSIDE shall have the right to:

1. Require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and

2. Reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service is in conformity with specifications and requirements of the contract, CAP RIVERSIDE shall have the right to either:

    a. Have the services performed in conformity with the contract specifications and charge to the contractor any cost occasioned to CAP RIVERSIDE that is directly related to the performance of such services. If CAP RIVERSIDE chooses alternative (A), CAP RIVERSIDE may withhold such costs from any amounts still owed to the Contractor under this or any other contractual agreements with CAP RIVERSIDE; or

    b. Terminate this contract for default as provided in the Termination Clause.

Q. CLEAN AIR/WATER ACTS

The Contractor shall comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require the Contractor to not use facilities on the EPA list of violating facilities and to report violations to the EPA.

R. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by County of Riverside's Purchasing Compliance Officer which shall furnish the decision in writing. The decision of County of Riverside's Purchasing Compliance Officer shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending County of Riverside's Purchasing Compliance Officer decision.

S. DEBARMENT AND SUSPENSION

CONTRACTOR shall review, sign, and return the Certification Regarding Debarment, Suspension and Related Matters Form, Exhibit C, which is attached hereto and incorporated herein by this reference. As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

T. CERTIFICATION REGARDING DRUG FREE WORKPLACE

CONTRACTOR shall review, sign, and return the Drug Free Workplace Certification Form, Exhibit D, which is attached hereto and incorporated herein by this reference.

U. CERTIFICATION REGARDING LOBBYING

CONTRACTOR shall review, sign, and return the Certification Regarding Lobbying, Exhibit E, which is attached hereto and incorporated herein by this reference

V. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, County Purchasing may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. Purchasing may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of Purchasing and CAP RIVERSIDE; and/or

2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or

3. Withhold funds pending a cure of the breach; and/or

4. Offset against any monies billed by the Contractor but yet unpaid by CAP RIVERSIDE. CAP RIVERSIDE shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

W. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event CAP RIVERSIDE elects to abandon, indefinitely postpone, or terminate the Agreement, CAP RIVERSIDE shall make payments for all services performed up to the date that written notice was given in a prorated amount.

X. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

Y. MODIFICATION OF TERMS

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this paragraph shall be assessed within 30 days of when the Contractor received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the Contractor at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Z. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.

VI. SPECIAL TERMS AND CONDITIONS PROVISIONS FOR THE DEPARTMENT OF ENERGY AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Contractor shall comply with the following Special Terms and Conditions when providing related services or activities under the Department of Energy, American Recovery and Reinvestment Act of 2009, hereinafter referred to as DOE-ARRA.

A. WHISTLEBLOWERS PROTECTION

Contractor acknowledges and agrees to the following obligations and proscriptions with respect to whistleblower protection contemplated under the provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), as well as the associated policies and guidelines of the Federal Government concerning implementation of ARRA. Contractor further agrees to fully inform CAP Riverside in writing in a timely fashion of any circumstance or incident related to the matters covered in this section.

Contractor further agrees to post ***in an area readily visible to employees and maintain at all times*** the "Whistleblower Protections under the Recovery Act document (Exhibit F), which is attached hereto and incorporated herein by this reference

B. TRAINING REQUIREMENTS

1. All training, as indicated by employee classification in the Training Requirement Matrix (Exhibit G), shall be provided through a CSD-approved training center utilizing CSD-approved training curriculum. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed. Exhibit G is attached hereto and incorporated herein by this reference.

2. Training Provisions for New Staff of the Contractor with Prior CSD Experience Who Provide Basic Weatherization Services:

   a. For the purposes of this section, the Contractor must have prior experience providing basic weatherization pursuant to a CSD program. Contractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Section 4 below.

   b. Within 30 days of employment, weatherization employees of the Contractor shall received Health and Safety and Environmental Hazards Awareness Training, An Assessor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, weatherize, or inspect a dwelling unit until the required Health and Safety and Environmental Hazards Awareness Training has been completed.

   c. Within 60 days of employment, all weatherization employees of the Contractor shall receive Basic Weatherization Training.

   d. Within 180 days of employment, weatherization employees of the Contractor shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of the Contractor shall perform diagnostic testing without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.

   e. Within 180 days of employment, weatherization employees of the Contractor shall receive Combustion Appliance Safety Training. No employee of the Contractor shall perform combustion appliance safety checks without having completed the required CSD approved training.

   f. Within 180 days of employment, weatherization employees of the Contractor who perform assessments and/or field supervision shall receive Field Assessment Training. No employee of the Contractor shall perform assessments without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.

   g. Within 180 days of employment, weatherization employees of the Contractor who perform inspections and/or field supervision shall receive Quality Assurance Training. No employee of the Contractor shall perform inspections without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.

3. Training Provisions for Existing Staff of the Contractor With Prior CSD Experience Who Provide Basic Weatherization Services:

a. For the purposes of this section, the Contractor must have prior experience providing basic weatherization pursuant to a CSD program. Contractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Section 4 below.

b. Within 30 days of the execution of this agreement, existing weatherization employees of the Contractor shall receive the Health and Safety and Environmental Hazards Awareness Training.

c. Within 90 days of the execution of this agreement, existing weatherization employees of the Contractor that have completed the following classes at a CSD-approved training center prior to the dates listed below or for whom no training dates at a CSD-approved training center are recorded but have field experience of at least 12 months performing weatherization services and diagnostic testing for CSD weatherization programs shall be required to take and pass an online assessment test or receive the required CSD-approved trainings.

   i. Basic Weatherization – November 2003
   ii. Duct Blaster – April 2006
   iii. Blower Door – April 2006

d. Within 90 days of the execution of this agreement, existing weatherization employees of the Contractor who have completed Combustion Appliance Safety Training through a CSD-approved training center prior to April 2006 or who have no training dates recorded shall receive Combustion Appliance Safety Training.

e. Within 120 days of the execution of this agreement, weatherization employees of the Contractor who perform assessments and/or field supervision shall receive Field Assessment Training.

f. Within 120 days of the execution of this agreement, weatherization employees of the Contractor who perform inspections and/or field supervision shall receive Quality Assurance Training.

g. All on-line assessment tests shall be performed during a specified 30-day period as indicated by CSD.

4. Contractors who have never provided basic weatherization services pursuant to a CSD program are required to have all employees complete the entire required course of training, relative to their job classification, as detailed in Exhibit F prior to commencing unit production work.

5. Training Provisions for Employees of Contractor Who Provide Specialty Services

   a. All Contractors and their field employees who perform specialty work shall receive the Health & Safety and Environmental Hazards Awareness Training before providing services.
   b. All field employees of the Contractor who perform HVAC work are required to receive the required CSD-approved training.

   c. All field employees of Contractor who perform the <u>majority</u> of insulation work for a Contractor shall receive Insulation Training before providing services.

6. For weatherization services performed on HUD units, all work crews of Contractor who provide basic weatherization or specialty services are required to be trained in <u>HUD-approved Lead-Safe Weatherization</u>, although certification is not required. No employee of

Contractor shall perform work in a pre-1979 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

7. CAP Riverside shall maintain and make available for reference to Contractors who perform weatherization services the following:

   a. Current CSD Conventional Home WIS Manual;
   b. Current CSD Mobile Home WIS Manual;
   c. CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
   d. Other applicable policies and procedures;
   e. Official Program Notices

C. RECORD KEEPING RESPONSIBILITIES

1. Training

   Contractor is required to maintain log for current employees. The training log shall document for each employee all CSD-required training received and shall include for each training session/course the source, type, and completion date.

   Contractor must maintain training logs at all times. Copies of training logs must be provided to CAP Riverside upon request.

2. Equipment

   Contractors who perform combustions appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log -Form CSD 785 (Exhibit H) documenting the calibration of all analyzers as required. Exhibit H is attached hereto and incorporated herein by this reference,

   Contractors who perform blower door and duct leakage diagnostic tests shall maintain the Manometer Calibration Log – CSD Form 786 (Exhibit I) documenting the calibration of all manometers as required. Exhibit I is attached hereto and incorporated herein by this reference.

CONTRACTOR PAYMENT REQUEST
CAP FORM # 2076A

Exhibit A

TO: **Community Action Partership of Riverside County**
Attn: Fiscal Division
2038 Iowa Avenue Suite B-102
Riverside, CA 92507

FROM: _____
Remit to Name

_____
Address

_____
City **State** **Zip Code**

_____
Contractor Name

_____
Contract Number

_____
Customer Name

Total amount requested _____ for the period of _____ 20 _____.

Select Payment Type(s) Below

☐ **Advance Payment** $_____
(If allowed by Contract/MOU)

☐ **Actual Payment** $_____
(Same amount as CAP FORM # if required)

Unit of Service Payment

_____(# of Units) x_____(Unit Price) =$_____ (Total)

_____(# of Units) x_____(Unit Price) =$_____ (Total)

Any questions regarding this request should be directed to: _____
Name Phone #

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.

_____
Authorized Signature Title Date

FOR CAP RIVERSIDE USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____
Purchase Order # and line # (10) _____
Invoice # _____

Account (6) _____
Amount Authorized _____

Fund (5) _____
Comments if amount authorized is different from amount requested _____

Dept ID (10) _____

Program (5) _____
Programs _____ Date

Class (10) _____
Fiscal (Staff) _____ Date

Project/Grant (15) _____
Contracts _____ Date

Vendor Code (10) _____
Fiscal (Accountant) _____ Date

RETURN TO CAP RIVERSIDE, FISCAL DIVISION

Exhibit B

Community Action Partnership of Riverside County
Instructions for Form 2076A and Form 2076B

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A** *(page1)*, **Form 2076B** *(page 2 - if applicable)* invoices, payroll verification, and copies of cancelled checks attached *(required)*. If cover letter is included *(not required)* attach to front of Claims Packet **Mail Claims Packet to address shown on upper left corner of Form 2076A** *[see method, time, and schedule/condition of payments]. (Please type or print information on all Forms.)*

FORM 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"
Business name, if different than legal name *(if not leave blank).*

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)
Self-explanatory **(required).**

FORM 2076B
CONTRACTOR EXPENDITURE REPORT

When completed, this form is attached to the front of your invoices, and behind Form 2076A *(only if contract contains a line item budget, or you are to report match, or client fees collected).*

"Contractor Name"
Business name, if different than legal name *(if not leave blank).*

"Actual Expenditures For"
The billing period you are requesting payment for.

"Contract Number"
Can be found on the first page of your contract.

"Approved Budget Amount"
Current itemized budget amount as approved *(or amended)* in accordance with the **Fiscal Provisions** of your executed agreement.

"Current Expenditures"
Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"
Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"
Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"
If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank *(The same documentation is required for match as for actual reimbursable costs).*

"Client Fees Collected"
If your contract allows you to collect client fees fill in the total amount collected *(if not specifically addressed in your contract you may not collect additional fees from the client).*

EVERYTHING BELOW THE THICK SOLID LINE IS FOR CAP RIVERSIDE USE ONLY AND SHOULD BE LEFT BLANK.

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS

PROGRAM: **Weatherization**

TERM: **September 1, 2009 through August 30, 2010**

CONTRACTOR hereby certifies to the best of its knowledge that it or any of its officers:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three (3) year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally- or civilly-charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not had, within a three (3) year period preceding this AGREEMENT, one or more public (Federal, State, or local) transactions terminated for cause or default.

Signature — Title

Atlantis Development Corp.
78050 Calle Barcelona
La Quinta Ca. 92253

AUG - 5 2009

Agency/Organization — Date

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

Exhibit D

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME: Atlantis Development Corp. 78030 Calle Barcelona La Quinta Ca. 92253	FEDERAL ID NUMBER: 760754253
BY (Authorized Signature)	DATE EXECUTED: AUG - 5 2009
PRINTED NAME AND TITLE OF PERSON SIGNING: Dutton A Lockhaven	TELEPHONE NUMBER (Include Area Code): (760) 777-7617
TITLE: President / CEO	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS: Atlantis Development Corp. 78030 Calle Barcelona La Quinta Ca. 92253	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT E

CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES

FAMILY SUPPORT ADMINISTRATION

Program: **Weatherization**

Period: **September 1, 2009 through August 30, 2010**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

Title

Atlantis Development Corp.
78030 Calle Barcelona
La Quinta Ca. 92253

Agency/Organizations

AUG - 5 2009

Date

Whistleblower Protections under the Recovery Act

Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specified disclosures relating to Recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Who is protected?

Employees of non-federal employers receiving recovery funds, including State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

What are whistleblowers protected from?

Covered employees are protected from being discharged, demoted, or otherwise discriminated against as a reprisal for making a protected disclosure.

What kinds of disclosures are protected?

To be protected, the disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

In addition, the disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

How to report a whistleblower reprisal complaint:

If you have a whistleblower reprisal complaint involving DOT recovery funds, please report it to the OIG Hotline.

Exhibit F

to facilitate tracking these funds through Treasury and agency accounting systems, the Secretary of the Treasury shall ensure that all funds appropriated in this Act shall be established in separate Treasury accounts, unless a waiver from this provision is approved by the Director of the Office of Management and Budget.

SEC. 1552. SET-ASIDE FOR STATE AND LOCAL GOVERNMENT REPORTING AND RECORDKEEPING.

Federal agencies receiving funds under this Act, may, after following the notice and comment rulemaking requirements under the Administrative Procedures Act (5 U.S.C. 500), reasonably adjust applicable limits on administrative expenditures for Federal awards to help award recipients defray the costs of data collection requirements initiated pursuant to this Act.

SEC. 1553. PROTECTING STATE AND LOCAL GOVERNMENT AND CONTRACTOR WHISTLEBLOWERS.

(a) PROHIBITION OF REPRISALS.—An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—

(1) gross mismanagement of an agency contract or grant relating to covered funds;

(2) a gross waste of covered funds;

(3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;

(4) an abuse of authority related to the implementation or use of covered funds; or

(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) INVESTIGATION OF COMPLAINTS.—

(1) IN GENERAL.—A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate inspector general. Except as provided under paragraph (3), unless the inspector general determines that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint, the inspector general shall investigate the complaint and, upon completion of such investigation, submit a report of the findings of the investigation to the person, the person's employer, the head of the appropriate agency, and the Board.

(2) TIME LIMITATIONS FOR ACTIONS.—

(A) IN GENERAL.—Except as provided under subparagraph (B), the inspector general shall, not later than 180 days after receiving a complaint under paragraph (1)—

Exhibit F

(i) make a determination that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint; or

(ii) submit a report under paragraph (1).

(B) EXTENSIONS.—

(i) VOLUNTARY EXTENSION AGREED TO BETWEEN INSPECTOR GENERAL AND COMPLAINANT.—If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A) and the person submitting the complaint agrees to an extension of time, the inspector general shall submit a report under paragraph (1) within such additional period of time as shall be agreed upon between the inspector general and the person submitting the complaint.

(ii) EXTENSION GRANTED BY INSPECTOR GENERAL.—If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A), the inspector general may extend the period for not more than 180 days without agreeing with the person submitting the complaint to such extension, provided that the inspector general provides a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for the decision, which shall be provided to both the person submitting the complaint and the non-Federal employer.

(iii) SEMI-ANNUAL REPORT ON EXTENSIONS.—The inspector general shall include in semi-annual reports to Congress a list of those investigations for which the inspector general received an extension.

(3) DISCRETION NOT TO INVESTIGATE COMPLAINTS.—

(A) IN GENERAL.—The inspector general may decide not to conduct or continue an investigation under this section upon providing to the person submitting the complaint and the non-Federal employer a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for such decision.

(B) ASSUMPTION OF RIGHTS TO CIVIL REMEDY.—Upon receipt of an explanation of a decision not to conduct or continue an investigation under subparagraph (A), the person submitting a complaint shall immediately assume the right to a civil remedy under subsection (c)(3) as if the 210-day period specified under such subsection has already passed.

(C) SEMI-ANNUAL REPORT.—The inspector general shall include in semi-annual reports to Congress a list of those investigations the inspector general decided not to conduct or continue under this paragraph.

(4) ACCESS TO INVESTIGATIVE FILE OF INSPECTOR GENERAL.—

(A) IN GENERAL.—The person alleging a reprisal under this section shall have access to the investigation file of

Exhibit F

the appropriate inspector general in accordance with section 552a of title 5, United States Code (commonly referred to as the "Privacy Act"). The investigation of the inspector general shall be deemed closed for purposes of disclosure under such section when an employee files an appeal to an agency head or a court of competent jurisdiction.

(B) CIVIL ACTION.—In the event the person alleging the reprisal brings suit under subsection (c)(3), the person alleging the reprisal and the non-Federal employer shall have access to the investigative file of the inspector general in accordance with the Privacy Act.

(C) EXCEPTION.—The inspector general may exclude from disclosure—

(i) information protected from disclosure by a provision of law; and

(ii) any additional information the inspector general determines disclosure of which would impede a continuing investigation, provided that such information is disclosed once such disclosure would no longer impede such investigation, unless the inspector general determines that disclosure of law enforcement techniques, procedures, or information could reasonably be expected to risk circumvention of the law or disclose the identity of a confidential source.

(5) PRIVACY OF INFORMATION.—An inspector general investigating an alleged reprisal under this section may not respond to any inquiry or disclose any information from or about any person alleging such reprisal, except in accordance with the provisions of section 552a of title 5, United States Code, or as required by any other applicable Federal law.

(c) REMEDY AND ENFORCEMENT AUTHORITY.—

(1) BURDEN OF PROOF.—

(A) DISCLOSURE AS CONTRIBUTING FACTOR IN REPRISAL.—

(i) IN GENERAL.—A person alleging a reprisal under this section shall be deemed to have affirmatively established the occurrence of the reprisal if the person demonstrates that a disclosure described in subsection (a) was a contributing factor in the reprisal.

(ii) USE OF CIRCUMSTANTIAL EVIDENCE.—A disclosure may be demonstrated as a contributing factor in a reprisal for purposes of this paragraph by circumstantial evidence, including—

(I) evidence that the official undertaking the reprisal knew of the disclosure; or

(II) evidence that the reprisal occurred within a period of time after the disclosure such that a reasonable person could conclude that the disclosure was a contributing factor in the reprisal.

(B) OPPORTUNITY FOR REBUTTAL.—The head of an agency may not find the occurrence of a reprisal with respect to a reprisal that is affirmatively established under subparagraph (A) if the non-Federal employer demonstrates by clear and convincing evidence that the non-Federal employer would have taken the action constituting the reprisal in the absence of the disclosure.

Exhibit F

(2) AGENCY ACTION.—Not later than 30 days after receiving an inspector general report under subsection (b), the head of the agency concerned shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the complainant to a reprisal prohibited by subsection (a) and shall either issue an order denying relief in whole or in part or shall take 1 or more of the following actions:

(A) Order the employer to take affirmative action to abate the reprisal.

(B) Order the employer to reinstate the person to the position that the person held before the reprisal, together with the compensation (including back pay), compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

(C) Order the employer to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the agency or a court of competent jurisdiction.

(3) CIVIL ACTION.—If the head of an agency issues an order denying relief in whole or in part under paragraph (1), has not issued an order within 210 days after the submission of a complaint under subsection (b), or in the case of an extension of time under subsection (b)(2)(B)(i), within 30 days after the expiration of the extension of time, or decides under subsection (b)(3) not to investigate or to discontinue an investigation, and there is no showing that such delay or decision is due to the bad faith of the complainant, the complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint, and the complainant may bring a de novo action at law or equity against the employer to seek compensatory damages and other relief available under this section in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury.

(4) JUDICIAL ENFORCEMENT OF ORDER.—Whenever a person fails to comply with an order issued under paragraph (2), the head of the agency shall file an action for enforcement of such order in the United States district court for a district in which the reprisal was found to have occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief, compensatory and exemplary damages, and attorneys fees and costs.

(5) JUDICIAL REVIEW.—Any person adversely affected or aggrieved by an order issued under paragraph (2) may obtain review of the order's conformance with this subsection, and any regulations issued to carry out this section, in the United States court of appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after issuance of the order by the head of the agency. Review shall conform to chapter 7 of title 5, United States Code.

Exhibit F

(d) NONENFORCEABILITY OF CERTAIN PROVISIONS WAIVING RIGHTS AND REMEDIES OR REQUIRING ARBITRATION OF DISPUTES.—

(1) WAIVER OF RIGHTS AND REMEDIES.—Except as provided under paragraph (3), the rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment, including by any predispute arbitration agreement.

(2) PREDISPUTE ARBITRATION AGREEMENTS.—Except as provided under paragraph (3), no predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising under this section.

(3) EXCEPTION FOR COLLECTIVE BARGAINING AGREEMENTS.—Notwithstanding paragraphs (1) and (2), an arbitration provision in a collective bargaining agreement shall be enforceable as to disputes arising under the collective bargaining agreement.

(e) REQUIREMENT TO POST NOTICE OF RIGHTS AND REMEDIES.—Any employer receiving covered funds shall post notice of the rights and remedies provided under this section.

(f) RULES OF CONSTRUCTION.—

(1) NO IMPLIED AUTHORITY TO RETALIATE FOR NON-PROTECTED DISCLOSURES.—Nothing in this section may be construed to authorize the discharge of, demotion of, or discrimination against an employee for a disclosure other than a disclosure protected by subsection (a) or to modify or derogate from a right or remedy otherwise available to the employee.

(2) RELATIONSHIP TO STATE LAWS.—Nothing in this section may be construed to preempt, preclude, or limit the protections provided for public or private employees under State whistleblower laws.

(g) DEFINITIONS.—In this section:

(1) ABUSE OF AUTHORITY.—The term "abuse of authority" means an arbitrary and capricious exercise of authority by a contracting official or employee that adversely affects the rights of any person, or that results in personal gain or advantage to the official or employee or to preferred other persons.

(2) COVERED FUNDS.—The term "covered funds" means any contract, grant, or other payment received by any non-Federal employer if—

(A) the Federal Government provides any portion of the money or property that is provided, requested, or demanded; and

(B) at least some of the funds are appropriated or otherwise made available by this Act.

(3) EMPLOYEE.—The term "employee"—

(A) except as provided under subparagraph (B), means an individual performing services on behalf of an employer; and

(B) does not include any Federal employee or member of the uniformed services (as that term is defined in section 101(a)(5) of title 10, United States Code).

(4) NON-FEDERAL EMPLOYER.—The term "non-Federal employer"—

(A) means any employer—

(i) with respect to covered funds—

(I) the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor,

Exhibit F

subcontractor, grantee, or recipient is an employer; and

(II) any professional membership organization, certification or other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or

(ii) with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor of the State or local government; and

(B) does not mean any department, agency, or other entity of the Federal Government.

(5) STATE OR LOCAL GOVERNMENT.—The term "State or local government" means—

(A) the government of each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, or any other territory or possession of the United States; or

(B) the government of any political subdivision of a government listed in subparagraph (A).

SEC. 1554. SPECIAL CONTRACTING PROVISIONS.

To the maximum extent possible, contracts funded under this Act shall be awarded as fixed-price contracts through the use of competitive procedures. A summary of any contract awarded with such funds that is not fixed-price and not awarded using competitive procedures shall be posted in a special section of the website established in section 1526.

TITLE XVI—GENERAL PROVISIONS—THIS ACT

RELATIONSHIP TO OTHER APPROPRIATIONS

SEC. 1601. Each amount appropriated or made available in this Act is in addition to amounts otherwise appropriated for the fiscal year involved. Enactment of this Act shall have no effect on the availability of amounts under the Continuing Appropriations Resolution, 2009 (division A of Public Law 110–329).

PREFERENCE FOR QUICK-START ACTIVITIES

SEC. 1602. In using funds made available in this Act for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of this Act. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit.

PERIOD OF AVAILABILITY

SEC. 1603. All funds appropriated in this Act shall remain available for obligation until September 30, 2010, unless expressly provided otherwise in this Act.

Exhibit G

TRAINING REQUIREMENT MATRIX

Training Series	Crew	Assessor	Inspector	Field Supervisor
Pre-Weatherization (Optional pre-employment assessment tool)	X	X	X	X
Health & Safety	X	X	X	X
Environmental Hazards (Lead-Safe Weatherization, Mold, Asbestos, Regulatory Requirements modules)	X	X	X	X
Introduction to Weatherization	X	X	X	X
Basic Weatherization	X	X	X	X
Pre-Duct Sealing/Blowing Door Diagnostics	X	X	X	X
Duct Sealing/Blower Door Diagnostics	X	X	X	X
Pre-Combustion Appliance Safety	X	X	X	X
Combustion Appliance Safety	X	X	X	X
Combustion Appliance Safety Field Training	X	X	X	X
Field Assessment (includes Energy Audit)		X		X
Quality Assurance			X	X
HUD-Approved Lead-Safe Weatherization	X	X	X	X

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSD 785 (Rev. 3/24/06)

Exhibit H

CARBON MONOXIDE (CO) ANALYZER CALIBRATION LOG

Agency Name:				Subcontractor (if applicable):			
Make & Model	**Serial Number**	**Purchase Date**	**Retirement Date**	**Make & Model**	**Serial Number**	**Purchase Date**	**Retirement Date**

Calibration Date	Calibration Performed By		Calibration Date	Calibration Performed By	
		Kit ☐			Kit ☐
		Kit ☐			Kit ☐
		Kit ☐			Kit ☐
		Kit ☐			Kit ☐
		Kit ☐			Kit ☐
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		Kit ☐			Kit ☐

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSD 786 (Rev. 10/30/06)

Exhibit I

MANOMETER CALIBRATION LOG

Agency Name:				Subcontractor (if applicable):			
Make & Model	**Serial Number**	**Purchase Date**	**Retirement Date**	**Make & Model**	**Serial Number**	**Purchase Date**	**Retirement Date**

Calibration Date	Calibration Performed By	Calibration Date	Calibration Performed By

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
SECTION: Assessments/Diagnostics													
1	Dwelling Assessment	With Attic	ADS	LIHEAP		$65 per assessment	1 assessment per dwelling	N				Modified dwelling assessment allowed within 4 years from original assessment	1
		Without Attic				$40 per assessment							
		Modified (For reweatherized dwellings)				$20 per assessment	1 assessment per reweatherized visit						
2	Combustion Appliance Safety Test	Pre	ADS	LIHEAP		$70 per test	1 test per dwelling	N				Required if infiltration reduction measures (INF) are installed	
		Post				$40 per test							
3	Blower Door Test		ADS	LIHEAP		$50 per test	1 test per dwelling	N					2
4	Duct Leakage Test	Pre	ADS	LIHEAP		$50 per test	1 test per dwelling	N					3, 10
		Post				$40 per test							

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
SECTION: Health and Safety													
5	Carbon Monoxide Alarm	Hard-Wired & Line-Cord one or more	HSM	LIHEAP	$140 per dwelling - $70/ea.		1 occurrence per dwelling; no maximum quantity				Y - whole # only	4	5
		Lithium Battery one or more			$120 per dwelling -$60/ea.								
6	Cooking Appliance Repair, Free Standing Range or Cook Top	Electric	HSM	LIHEAP	$375 or 50% of replacement. Cost of Material + $56.00/hr. Labor for 1 person		1 repair per dwelling			N		4	6, 7, 8
		Natural Gas and Propane											
		Other Types Not Listed											
7	Cooking Appliance Replacement, Free Standing Range or Cook Top	Electric	HSM	LIHEAP	$700		1 replacement per dwelling			N		10	6, 7, 8
		Natural Gas and Propane											
		Other Types Not Listed											
8	Cooling Repair	Multi-Unit Central System	HSM	LIHEAP, ECIP HCS	$597 per MUD or 50% of replace.Cost of Materials + $56./hr. labor for 1 person max.		1 repair per MUD unit/building			N		4	5, 6, 7, 8, 10, 20, 32
		AC Forced Air Unit (Split System)			$1320 or 50% of replace Cost of Materials + $56./hr. labor for 1 person max		1 repair per dwelling						5, 6, 7, 8, 9, 10, 20, 21
		AC Wall/Window			$597 or 50% of replace. Cost of Materials + $56./hr. labor for 1 person max								5, 6, 8, 9, 10, 20, 21
		Evaporative Cooler			$550 or 50% of replace. Cost of Materials + $56./hr. labor for 1 person max								5, 6, 7, 9, 10
9	Cooling Replacement	Multi-Unit Central System	HSM	LIHEAP, ECIP HCS	$1050 per MUD		1 replacement per MUD unit/building			N		20	5, 6, 7, 8, 10, 20, 32
		AC Forced Air Unit (Split System)			$2500		1 replacement per dwelling						5, 6, 7, 8, 10, 20, 21
		AC Wall/Window			$1020							10	5, 6, 8, 10, 22
		Evaporative Cooler Roof			990							15	5, 6, 7, 8, 10, 22
		Evaporative Cooler Window/Wall			875								

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
10	Heating Source Repair	Multi-Unit Central System	HSM	LIHEAP, ECIP HCS	$792 per MUD or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max		1 repair per MUD unit/building			N		4	6, 7, 8, 9, 10
		Exterior Wall Direct Vent, Interior Wall and Floor Furnace			$792 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max		1 repair per dwelling						
		Forced Air Unit (Split System)			$1044 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max								
		Mobile Home Furnace			$742 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max								
		Other Types Not Listed			$1080								6, 7, 8, 9, 10, 11, 12
		Package (Dual Pack)			$1530 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max								6, 7, 8, 9, 10
		Wood-Fueled			$1080 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max								
11	Heating Source Replacement	Multi-Unit Central System	HSM	1953	$2200 per MUD		1 replacement per MUD unit/building			N		20	6, 7, 8, 10
		Exterior Wall Direct Vent, Interior Wall and Floor Furnace			$2200		1 replacement per dwelling						
		Forced Air Unit (Split System)			$2,850								6, 7, 8, 10, 11, 12
		Mobile Home Furnace			$2,000								6, 7, 8, 10
		Other			$2,500								6, 7, 8, 10, 14
		Package (Dual Pack)			$4,500								
		Wood-Fueled			$3,000								
12	Kitchen Exhaust Installation, Repair & Replacement **(Mobile Home Only)**	Range Hoods, Wall/Ceiling Mounts	HSM	LIHEAP	$300		1 repair or replacement per dwelling			N		10	33
13	Water Heater Repair	Multi-Unit Central System	HSM	LIHEAP	$490 per MUD or 50% of replace Cost of Materials + $56./hr. labor for 1 person max		1 repair per MUD unit/building			N		4	6, 7, 8, 10, 32

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
		Electric Natural Gas & Propane			$490 or 50% of replace Cost of Materials + $56./hr. labor for 1 person max		1 repair per dwelling						6, 7, 8, 11, 32

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
14	Water Heater Replacement	Multi-Unit Central System	HSM	LIHEAP	$850 per MUD		1 replacement per MUD unit/building			N		10	6, 7, 8, 10, 32
		Electric			$850		1 replacement per dwelling						6, 7, 8, 10
		Natural Gas and Propane											
SECTION: Priority													
15	Attic Ventilation		INS	LIHEAP	$355		1 occurrence per dwelling; no maximum quantity				Y	20	5, 15
16	Caulking	Mobile Home	INF	LIHEAP		$90 per dwelling	1 caulking per dwelling	N				4	16
		Multi-Unit				$45 per dwelling							
		Single				$75 per dwelling							
17	Ceiling Insulation	R-value 11	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				Y	20	
		R-value 19											
		R-value 30											
		R-value 38											
18	Compact Fluorescent Lamps	Hard Wire	EBL	LIHEAP	$160 -$80/ea.		2 lamps per dwelling			N		4	5, 27
		Thread Based				$8 per bulb	10 bulbs per dwelling		Y - whole # only				
19	Cover Plate Gaskets		INF	LIHEAP		$25 per dwelling	1 occurrence per dwelling	N				20	16
20	Duct Insulation		INS	LIHEAP		$.95 per sq. ft.	1 occurrence per dwelling; no maximum quantity		Y			10	5
21	Duct Repair and Replacement		INF	LIHEAP, ECIP HCS	$1223, Cost of Materials + $56./hr. labor for 1 person max		1 repair or replacement per dwelling			N		10	10
22	Fluorescent Torchiere Lamp Replacement		EBL	LIHEAP		$50 per lamp	2 lamps per dwelling		Y - whole # only			4	5, 27

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
23	Glass Replacement and Window Repair		INF	LIHEAP	$525, $7.00 per sq ft.		1 occurrence per dwelling; no maximum quantity				Y - whole # only	10	17
24	Hot Water Flow Restrictor	Faucet Restrictor	HWR	LIHEAP		$5 per restrictor	1 occurrence per dwelling; no maximum quantity		Y - whole # only			4	5
		Low Flow Handheld Showerhead				$33 per showerhead							
		Low Flow Showerhead				$18 per showerhead							
25	Kneewall Insulation	R-value 11	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				Y	20	
		R-value 19											
26	**Minor Envelope Repair**		INF	LIHEAP	$1331; Disaster Relief $3514		1 occurrence per dwelling			N		4	13, 16, 17, 18
26-a	Roof Mastic	tape joint compound, plaster	INF	LIHEAP	$33.00		per dwelling			N		4	13,16, 17, 18
26-b	Wall Repair		INF		$34.50		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
		stucco, patch, plywood	INF		$34.25					N		4	13,16, 17, 18
26-c	Shower	Adapter	INF		$17.00		each			N		4	13,16, 17, 18
		Diverter Valve	INF		$50.00		each			N		4	13,16, 17, 18
		Handle	INF		$15.00		each			N		4	13,16, 17, 18
26-d	Door Threshold		INF		$31.00		each			N		4	13,16, 17, 18
26-e	Hinged Lid for Disappearing Stair Cover		INF		$75.00		each			N		4	13,16, 17, 18
26-f	New Attic Access (includes weather-stripping and insulation)		INF		$92.00		per dwelling			N		4	13,16, 17, 18
26-g	Attic Acces Door (includes weather-stripping and insulation)		INF		$40.00		per dwelling			N		4	13,16, 17, 18

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non Quantity Limited		
26-h	Floor repair for Mobile Home Water Heater		INF		Cost of materials + $56.00 per hr. labor for 1 person max.		per dwelling			N		4	13,16, 17, 18
26-i	Door Shoe		INF		$20.00		per door			N		4	13,16, 17, 18
26-j	Backer Rod		INF		$.35 Ln.Ft		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
26-k	Glazing Compound		INF		$1.75 Ln.Ft		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
26-l	Seal Under Sink		INF		$15.00		per dwelling			N		4	13,16, 17, 18
26-m	Door	Solid Core Door (Includes 24", 28", 30", 32", 36", 1-3/8 or 1-3/4. Includes door	INF		$200.00		Per door			N		4	13,16, 17, 18
		Solid Core Lite Door (Includes 24", 28", 30", 32", 34", 36", 1-3/8 or 1-3/4)	NF		$250.00		per door			N		4	13,16, 17, 18
		Specialty			varies		cost of door plus 5% and labor						
		handle											
26-n	Entry Handle/Lockset/Deadbolt		INF		$47.00		per door						
26-o	5" Back set latch bolt		INF		$49.00		per door			N		4	13,16, 17, 18
26-p	Hinges	3-1/2" or 4" loose pin	INF		$9.00		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
		3 1/2" or 4", locking pin	INF		$11.00		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
26-q	Double Door Slide bolt		INF		$43.00		per door			N		4	13,16, 17, 18
26-r	Door or window casing		INF		$3.20		linear foot			N		4	13,16, 17, 18

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification*	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
26-s	Door jamb	Stock	INF		all $85.00, otherwise $5.00 per linear foot					N		4	13,16, 17, 18
		Stock, Rabetted Jamb	INF		all $90.00, otherwise $5.00 per linear foot		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
26-t	Door Stop		INF		$3.20 Ln. Ft		1 occurrence per dwelling			N		4	13,16, 17, 18
26-u	Striker Plate	Regular	INF		$17.00		per door			N		4	13,16, 17, 18
		Safety or Mag Type	INF		$25.00		per door			N		4	13,16, 17, 18
26-v	Lockset Brace		INF		$43.00		per door			N		4	13,16, 17, 18
26-w	Eave Vent		INF		$17.50		each			N		4	13,16, 17,18
26-x	Dormer Vent		INF		$50.00		each			N		4	13,16, 17,18
26-y	Turbine Vent		INF		$59.50		each			N		4	13,16, 17,18
26-z	Vent Screen		INF		$8.50		each			N		4	13,16, 17,18
26-aa	Silicone Caulking (crack or bb hole		INF		$8.50		per dwelling			N		4	13,16, 17,18
26-bb	Cabinet retrofits (built-in microwaves replaced only)		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
26 -cc	Fireplace chimney damper repair or installation.		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
26-dd	Patching holes in the building envelope that are too big to caulk (includes replacing attic/craw				Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
26-ee	Knob and tube wiring		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
26-ff	Minor roof repairs		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18

Attachment A

LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
26-gg	Mobile Home Skirting		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
27	Refrigerator Replacement	19 cu. ft. and below	EBL	LIHEAP	$875		1 replacement per dwelling			N		15	5, 20, 28
		Over 19 cu. ft.			$1000								
28	Sliding Glass Door	Repair	INF	LIHEAP	$600		1 repair per dwelling			N		15	
		Replacement			$1250		1 replacement per dwelling						
29	Thermostat	Manual	HCM	LIHEAP		$65 per thermostat	1 thermostat per dwelling	N				10	5, 25, 27
		Programmable				$157 per thermostat							
30	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	LIHEAP		$50 per cover	2 covers per dwelling		Y - whole # only			4	16

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
31	Water Heater Blanket		HWR	LIHEAP		$40 per blanket	1 blanket per dwelling	N				4	5
32	Water Heater Pipe Wrap		HWR	LIHEAP		$3 per lin ft	1 occurrence per dwelling; no maximum quantity		Y			10	5
33	Weatherstripping	Hinged Door	INF	LIHEAP		$30 per door	1 occurrence per dwelling; no maximum quantity		Y - whole # only			4	16
		Other				$2.10 per lin ft			Y				
34	Window Replacement		INF	LIHEAP	1238		1 occurrence per dwelling; no maximum quantity				Y - whole # only	10	17
SECTION: Optional													
35	Ceiling Fans		HCM	LIHEAP	$160, ($80 each, 2 per dwelling)		1 occurrence per dwelling; no maximum quantity				Y - whole # only	10	5
36	Exterior Water Pipe Wrap		HWR	LIHEAP		$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity		Y			10	5
37	Floor Foundation Venting		INS	LIHEAP	$360, Cost of Materials + $56./hr. labor for 1 person max		1 occurrence per dwelling; no maximum quantity				Y	20	5, 15
38	Floor Insulation	> 36" clearance	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity, Cost of Materials + $56./hr. labor for 1 person max				Y	20	5, 24
		< 36" clearance											
39	Microwave Oven, Grounding only (CAP approval required) $120		EBL	LIHEAP	Microwave Oven = $140 ; Grounding if needed = $120		1 oven per dwelling			N		10	5, 23, 26

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization – LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
40	Shadescreens		HWR	LIHEAP	$500 , Cost of Materials + $56./hr. labor for 1 person max		1 occurrence per dwelling; no maximum quantity				Y	4	5
41	Shutters		INF	LIHEAP		$6.00 per sq ft	1 occurrence per dwelling; no maximum quantity		Y			10	5
42	Storm Windows	Fixed, Glass Glazing	INF	LIHEAP		$12.40 per sq ft	1 occurrence per dwelling; no maximum quantity		Y			10	16
		Fixed, Polycarbonate				$18.40 per sq ft							
		Operable, Glass Glazing				$13.90 per sq ft							
		Operable, Polycarbonate				$21.40 per sq ft							
		Other			$750								16, 29
43	Timer, Electric Water Heater		HWR	LIHEAP		$100 per timer	1 timer per dwelling	N				4	5
44	Tinted Window Film		HWR	LIHEAP		$3.30 per sq ft	1 occurrence per dwelling; no maximum quantity		Y			4	5
45	Wall Insulation, Stucco and Wood		INS	LIHEAP		$1.05 per sq ft	1 occurrence per dwelling; no maximum quantity		Y			20	5
SECTION: Supplemental													
46	Permits		OTH	LIHEAP, ECIP HCS, Must provide copy of permit.			No max. quantity				N	If incurred	
47	HERS Rater		OTH	LIHEAP, ECIP HCS, must provide copy of report.			No max. quantity				N	If incurred	

Attachment A

LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
48	Travel Credit	Single Multi (over 5 units)	TRA	LIHEAP, ECIP HCS, SWEATS		1 hour @ Approved Labor Rate + $10 $5.00 per dwelling	1 credit per wx, ECIP HCS or SWEATS dwelling	N				1 credit per reweatherized dwelling; 1 credit per reweatherized ECIP HCS dwelling	
49	Mileage Outside of 60-Mile Round Trip		TRA	LIHEAP, ECIP HCS, SWEATS		$0.80 per mile	No max quantity; 1 mileage charge per wx, ECIP HCS or SWEATS dwelling		N			No max quantity; 1 mileage charge per reweatherized dwelling; 1 mileage charge per reweatherized ECIP HCS dwelling	31

* Classification Key					
ADS	Assessment/Diagnostics	INF	Infiltration Reduction Measure	OTH	Other Weatherization Measure
DIS	Disaster Relief	EBL	Electric Baseload Measure	SWE	SWEATS
HSM	Health and Safety Measure	HWR	Hot Water Measure	TRA	Travel Reimbursement Measure
INS	Insulation Measure	HCM	Heating Cooling Measure		

Attachment A

LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle In Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		

Mileage
Contractor shall be credited one round trip travel surcharge for any one dwelling weatherized or any one dwelling receiving asseements and diagnostic testing where weatherization services could not be provided due to client refusal or inability to gain access to the dwelling.
Single Family Dwelling (SFD) Unit – Defined as one-unit, single-family dwelling or as a one-unit, single residential housing dwelling with two to four attached units.

Contractor may claim one travel surcharge equivalent to one (1) labor hour plus $10.00 for each completed, weatherized SFD Unit.

Contractor may claim mileage for each SFD completed unit in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of $0.80 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip, per completed SFD Unit. Mileage can only be claimed upon the completion of the SFD Unit.

Multi-Unit Dwelling (MUD) Unit - defined as a residential complex with five or more units.

Contractor may claim one MUD travel surcharge of $5.00 for each completed, individual, weatherized unit within a MUD complex.

Contractor may claim mileage for MUD Units completed in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of $0.80 for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip per day, for travel to a MUD complex in excess of 30 miles (one way) or 60 miles round trip, regardless of the number of individual completed units.

Map Quest will be used as the final source of documentation for verifying actual mileage. A copy of the Map Quest must be submitted with billing to verify mileage claimed.

2008 DOE
PAYMENT SCHEDULE

Prices are inclusive of all costs including, but not limited to materials, travel expense, labor, etc.

1. REIMBURSEMENT RATES FOR WEATHERIZATION AND HCS ACTIVITIES

A. Assessments/Diagnostics per Dwelling

Following the performance of all applicable dwelling assessment and diagnostic testing, all feasible Health and Safety Measures, Insulation Measures, and Mandatory Measures must be installed before Optional Measures are provided.

1)	Unit Assessments	
	Units with attics (CAP approval required)	$65.00 [1]
	Units without attics	$40.00 [1]
2)	Combustion Appliance Safety Test (when applicable)	
	Pre-Test	$70.00
	Post-Test	$40.00
3)	Blower Door Test (when applicable)	$50.00 [2]
4)	Duct Leakage Test (with Duct Blaster when applicable)	
	Pre-Test	$40.00 [3]
	Post-Test	$35.00 [3]

B. Health and Safety Measures per Dwelling

Health or Safety Hazard Repair or Replacement, per dwelling: (Indicate on the Weatherization Building Assessment and Job Order Sheet, CSD 540, or Contractor's equivalent, what health or safety conditions are to be addressed.) Includes the repair of unsafe conditions identified as "Required Repairs" in the CSD Weatherization Installation Standards (WIS) and Combustion Appliance Safety Inspection Form (CASIF).

1)	Carbon Monoxide Alarm, per dwelling	
	Line-cord or Hard-wired, one or more	Maximum $63.00 [4]
	Lithium Battery, one or more	Maximum $60.00 [4]
2)	Cooking Appliance	
	Gas Cooking Appliance,	
	Repair/Maintenance Maximum $288.00 or 50% of Replacement	Cost of materials + $47.00 hr. labor for I person max [5, 6, 7]

	Replacement, Range or Cook Top	Maximum $695.00 [5, 6, 7]
	Electric Cooking Appliance Repair/Maintenance Maximum $288.00 or 50% of Replacement [6, 7, 8]	Cost of materials + $47.00 hr. labor for I person max [5, 6, 7]
	Replacement, Range or Cook Top	Maximum $695.00 [5, 6, 7]
3)	Gas Water Heater Repair Maximum $335.00 or 50% of Replacement	Cost of materials + $47.00 hr. labor for I person max [5, 6, 7]
	Replacement, Closed Combustion	Maximum $670.00 [5, 6, 7]
	Replacement, Open Combustion	Maximum $670.00 [5, 6, 7]
4)	Heating Source Repair	
	Exterior Wall Direct Vent Furnace	Maximum $360.00 [5, 6, 7, 8]
	Forced Air Unit (FAU), Split System	Maximum $831.00 [5, 6, 7, 8]
	Floor Furnace	Maximum $432.00 [5, 6, 7, 8]
	Interior Wall Furnace	Maximum $396.00 [5, 6, 7, 8]
	Mobile Home Furnace	Maximum $504.00 [5, 6, 7, 8,]
	Other Types Not Listed	Max. $396.00 [5, 6, 7, 8, 9]
	Package Unit (Dual Pack)	Maximum $972.00 [5, 6, 7, 11, 12]
	Wood Fueled Appliance	Maximum $756.00 [6, 7, 8, 9, 10,] or 30% of Replacement for all heater types
5)	Heating Source Replacement	
	Exterior Wall Direct Vent Furnace	Maximum $1,200.00 [5, 6, 7]
	Forced Air Unit (FAU), Split System	Maximum $2,760.00 [5, 6, 7]
	Floor Furnace	Maximum $1,440.00 [5, 6, 7]
	Interior Wall Furnace	Maximum $1,680.00 [5, 6, 7]
	Mobile Home Furnace	Maximum $1,680.00 [5, 6, 7]
	Other Types Not Listed	Maximum $1,320.00 [5, 6, 7, 10]
	Package Unit (Dual Pack)	Maximum $4,000.00 [5, 6, 7]
	Wood-Fueled Appliance	Maximum $2,520.00 [5, 6, 7, 11, 12,]

C. MANDATORY MEASURES

Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not to be installed in priority order. All feasible Mandatory and Priority List Measures must be installed before Optional Measures.

INFILTRATION REDUCTION MEASURES

1)	Caulking, per dwelling Mobile Home Multi Unit Single Family	 $90.00 [14] $45.00 [14] $75.00 [14]
2)	Cover Plate Gaskets, per dwelling	$22.00 [14]
3)	Duct /Register Repair/Replacement, Maximum	$1,223.00 per dwelling Cost of materials + $47.00 hr. labor for 1 person max $30.00 each joint
4)	Glass Replacement & Window Repair per dwelling Maximum	 $350.00 [15] $7.00 sq. ft.
5)	Minor Envelope Repair, per dwelling	Maximum $887.00 [11, 14, 15, 16]
6)	Sliding Glass Door, per dwelling Repair Maximum $400.00	 Cost of materials + $47.00 hr. labor for person max
	Replacement	Maximum $900.00
7)	Weatherstripping, Hinged Exterior Door, per door	$27.00 [14]
8)	Weatherstripping, Other, per linear foot	$1.50 [14, 17]
9)	Window Replacement Maximum Average	$825.00 [15] Cost of materials + $47.00 hr. labor for 1 person max

Minor Envelope Repair, per dwelling Maximum $887.00 [11, 14, 15, 16]

Roof Mastic	$33.00 Dwelling
Wall Repair (tape joint compound, plaster)	$33.00 Dwelling
Wall Repair (stucco patch, plywood)	$33.00 Wall
Shower Adapter	$17.00 each
Shower Diverter Valve	$50.00 each
Shower Handle	$15.00 each

Door Threshold	31.00 each
Hinged Lid for Disappearing Stair Cover	$75.00 each
New Attic Access (includes weather-stripping and insulation)	$92.00 Dwelling
Attic Access Door (includes weather-stripping and insulation)	$40.00 Dwelling
Floor repair for Mobile Home Water Heater	Cost of materials + $47.00 hr. labor for 1 person maximum.
Door Shoe	$20.00 per door
Backer Rod	$.35 Ln.Ft.
Glazing Compound	$1.75 Ln. Ft.
Seal Under Sink	$15.00 Dwelling
Exhaust Fan Repair	Cost of materials + $47.00 hr. labor rate for 1 person max.
Replacement	Cost of materials + $47.00 hr. labor rate for 1 person max.

Solid Core Door (Includes 24", 28", 30", 32", 36", and 1-3/8 or 1-3/4. (Includes door sealant, new hinges, new door entry handle/lockset.)	$200.00 Door
Solid Core Half Lite Door (Includes 24", 28", 30", 32", 34", 36", 1-3/8 or 1-3/4). (Includes door sealant, new hinges, new door entry handle/lockset.)	$250.00 Door
Door Entry Handle/Lockset/Deadbolt	$47.00 Door
5" Back set latch bolt	$49.00 Door
Hinges 3-1/2" or 4" loose pin	$36.00 Door
Hinges 3-1/2" or 4" locking pin	$38.00 Door
Double Door Slide Bolt	$43.00 Door
Door or window casing	$3.20 Ln. Ft.
Door jamb stock	Replace all $85, otherwise $5.00 Ln. Ft.
Door jamb stock, rabetted jamb	Replace all $90, otherwise $5.00 Ln. Ft.
Door Stop	$3.20 Ln. Ft.
Striker Plate, regular	$17.00 Door
Striker plate, safety or mag type	$25.00 Door
Lockset Brace	$43.00 Door
Cabinet retrofits (built-in microwaves replaced only)	Cost of materials + $47.00 hr. labor for 1 person max.
Knob and tube wiring	Cost of materials

		+$47.00 hr. labor for 1 person max.
	Minor roof repairs	Cost of materials +$47.00 hr. labor for 1 person max.
	Mobile Home Skirting	Cost of materials +$47.00 hr. labor for 1 person max.

GENERAL HEAT WASTE MEASURES

1)	Evaporative Cooler/Air Conditioner Vent Cover, per cover	$45.00 [14]
2)	Hot Water Flow Restrictor, per device	
	Faucet Restrictor	$5.00 [4]
	Hand-Held Low-Flow Showerhead	$33.00 [4]
	Low-Flow Showerhead	$18.00 [4]
3)	Water Heater Blanket, per blanket	$25.00 [4]
4)	Water Heater Pipe Wrap,	$2.00 [4] per linear foot of pipe

ELECTRIC BASE LOAD MEASURES

1)	Compact Fluorescent Lamps	
	Hard-Wired, limit one per dwelling	Maximum $75.00 [4, 22]
	Thread-based Compact, Limit ten per dwelling	Maximum $8.00 per bulb [4, 22] Maximum of $80.00 per dwelling
2)	Electric Water Heater, per dwelling	
	Repair	Maximum $300.00 [4, 5, 7] or 50% of Replacement Cost of materials +$47.00 hr. labor for 1 person max.
	Replacement	Maximum $600.00 [4, 5, 7]
4)	Refrigerator Replacement (DOE, only if refrigerator manufactured after 1992)	
	19 cubic foot	Maximum $800.00 [4, 18, 22, 23]
	Over 19 cubic foot	Maximum $960.00 [4, 18, 22, 23]

PRIORITY LIST MEASURES

Contractor shall install all Priority List Measures where feasible in site-built single family dwellings and multi-unit dwellings with less than five units.

1)	Attic Venting, per dwelling DOE Zones 4 & 5 In conjunction with ceiling insulation only	Maximum $355.00 [4, 13]
	Combustion Air Venting	$30.00 per screen
	Combustion Air Venting thru Roof	
	1 vents (upper or lower)	$120.00 each
	2 vents (upper and lower)	$150.00 each
	Eave Vent	$19.00 each
	Dormer Vent	$75.00 each
	Turbine Vent	$75.00 each
	Vent Screen	$5.00 each
2)	Ceiling Insulation (DOE zones 4 & 5) (CAP approval required) R-11, R19, R30, R38	No Maximum limit [4] Cost of materials + $47.00 hr. labor
3)	Duct Insulation – All applicable CEC zones, if required by Title 24, per square foot	$.95 [4]
4)	Cooling Source Repair, DOE zone 5 only Evaporative Cooler, per dwelling or 50% of Repair/Maintenance Replacement for all cooler types	Maximum $488.00 [4, 5, 6, 8, 18]
5)	Cooling Source Replacement, DOE Zone 5 only Evaporative Cooler Installation, per dwelling	
	New Roof Unit	Maximum $975 [4, 5, 6, 7, 18, 19, 22]
	New Wall Unit	Maximum $850.00 [4, 5, 6, 7, 18, 19, 22]
	New Window Unit	Maximum $860.00 [4, 5, 6, 7, 18, 19, 22]
	Replace Roof Unit	Maximum $935.00 [4, 5, 6, 7, 18, 19, 22]
	Replace Wall Unit	Maximum $720.00 [4, 5, 6, 7, 18, 19, 22]
	Replace Window Unit	Maximum $720.00 [4, 5, 6, 7, 18, 19, 22]
6)	Floor Foundation Venting per dwelling In conjunction with floor insulation only (Crawl Space Venting) (DOE Climate Zones 1,2,3,5 only)	Maximum $360.00 Cost of materials [4, 13] +$47.00 hr. labor for 1 person max.

7)	Floor Insulation DOE Zone 4	Cost of material [4, 20] +$47.00 hr. labor for 1 person max.
8)	Kneewall Insulation – DOE Zones 4 & 5 R-11, R-19	Cost of material [4] +$47.00 hr. labor for 1 person max.
8)	Storm Windows, per square foot – DOE Zone 5 only	
	Fixed, Glass Glazing	$12.40 [14]
	Fixed, Polycarbonate	$18.40 [14]
	Operable, Glass Glazing	$13.90 [14]
	Operable, Polycarbonate	$21.40 [14]
	Other	Maximum $750.00 [14, 22]
9)	Thermostat, per dwelling – DOE Zone 4 & 5 Unless required by Title 24 – All Applicable CEC Zones Programmable	$157.00 [4, 21, 22]

Mileage[26]

Single Family Dwelling (SFD) Unit – Defined as one-unit, single-family dwelling or as a one-unit, single residential housing dwelling with two to four attached units.

Contractor may claim mileage for each SFD completed unit in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of $0.75 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip, per completed SFD Unit. Mileage can only be claimed upon the completion of the SFD Unit.

Multi-Unit Dwelling (MUD) Unit - defined as a residential complex with five or more units.

Contractor may claim mileage for MUD Units completed in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of $0.75 for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip per day, for travel to a MUD complex in excess of 30 miles (one way) or 60 miles round trip, regardless of the number of individual completed units.

Map Quest will be used as the final source of documentation for verifying actual mileage. A copy of the Map Quest must be submitted with billing to verify mileage claimed.

H. Footnotes Section

1. Unit assessments are charged for each completed unit in addition to applicable blower and/or duct testing.

2. Following a determination that no combustion byproduct hazards exist, preweatherization blower door testing for shell-sealing purposes is a mandatory activity on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement..

3. A duct leakage test using the Duct Blaster is a stand-alone test and may be performed in conjunction with the Blower Door Test for purposes of assessing outside air infiltration.

4. If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may apply the nonenvelope sealing measures identified by this note.

5. May be classified as a Health and Safety Measure if a safety exists. If no safety hazard exists, the measure may be installed as a Priority List Measure, Electric Base load Measure, or Optional Measure subject to the NEAT Energy Audit. Age of the appliance cannot be used a criterion for replacement.

6. If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Oven and Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled Space Heater installations. A copy of the finalized permit must be placed in client's file.

7. Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license.

8. Repairs include cleaning and filter replacement.

9. Costs that exceed the maximums in other categories of cooling and heating repairs and replacements cannot be charged to the line items reserved for other types of cooling and heating units not already listed.

10. Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.

11. Energy Conservation Measures and Activity Definitions are included in the CSD weatherization installation standards.

12. A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds thirty percent (30%) of replacement cost or existing unit is not a listed and labeled stove.

13. Per dwelling, attic and floor foundation venting may only be performed in conjunction with ceiling and floor insulation, respectively.

14. When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.

15. Costs that exceed the maximums in Glass Replacement cannot be charged to Minor Envelope Repair or Window Replacement. The maximum reimbursement for Window Replacement is an average of all dwellings receiving new windows. If costs should occur such that the average maximum is exceeded for Window Replacements, the additional costs cannot be charged to Minor Envelope Repair or Glass Replacement. See "Definitions" for Minor Envelope Repair.

16. When installing a Minor Envelope Repair Measure, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor.

17. Includes sliding glass doors. Does not include weatherstripping applied to attic and crawl space access hatches, to evaporative-cooler and air-conditioner covers, or to open combustion appliance enclosure doors. Expenditures for weatherstripping applied to covers and enclosure doors shall be charged under the appropriate appliance repair line item. When insulation is not installed, applies to access hatches and windows.

18. Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.

19. Electric Base Load Measures: Special training is a mandatory prerequisite for Contractors before performing Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement.

20. Crawl space height shall be documented on the Weatherization Building Assessment and Job Order Sheet.

21. Manual Thermostats may be installed only if the old thermostat is inoperable and may be installed in lieu of Programmable Thermostats if it is determined that the client receiving

such services will not be able to operate and maintain the Programmable Thermostat properly.

22. Contractors shall ensure the proper disposal of hazardous wastes products such as fluorescent light tubes, batteries, and mercury thermostats in accordance with the Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule.

23. CSD Policies and Procedures for electric base-load measures state that a replacement refrigerator may be replaced only if it was manufactured in 1992 or earlier. Documentation in the client file shall contain the manufacturer, make, and model of all replaced refrigerators.

24. May be used by those Contractors that find that the per-square-foot rate under the other storm window categories is too high in comparison to the actual cost of materials within its service area.

25. Do not perform if dwelling has an operable evaporative cooler.

26. Only mileage exceeding a 60-mile round trip to the job site is reimbursable. Mileage is a allowed once per weatherized dwelling and cannot be charged id the mileage is charged to LIHEAP weatherization for the same dwelling or multi-unit complex.

Attachment C

2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

WEATHERIZATION MEASURES/SERVICES/FEES	UNIT	MATERIAL	LABOR*	TOTAL
Door – 24", 28", 30", 32", & 36", Solid Core 1 3/8 or 1 3/4	PER DOOR			$90
Door – 34" & 42" Solid Core, 24", 28" 30", 32", 34", 36" Solid Core Half lite, 1 3/8" or 1 ¾"	PER DOOR			$142
Specialty Door	COST OF DOOR PLUS 5% AND LABOR	Cost + 5%		Varies
Lockset/Deadbolt	EACH			$29
5" back set latch bolt only	EACH			$15
Hinges, 3 ½" or 4", loose pin	EACH			$9.00
Hinges, 3 ½" or 4", locking pin	EACH			$10.75
Hinges, spring	EACH			$14.25
Double door slide bolt	PER DOOR			$10
Door or window casing including caulking	PER LIN. FT. FOR MATERIALS PLUS LABOR	$0.55	$14.50	Varies
Door jamb stock including caulking	PER LIN. FT. FOR MATERIALS PLUS LABOR	$2.08	$20	Varies
Door stop including caulking	PER LIN. FT. FOR MATERIALS PLUS LABOR	$0.44	$6.50	Varies
Striker plate, regular	PER DOOR			$5.25
Striker plate, safety or mag type	PER DOOR			$5.50
Lockset Brace	PER DOOR			$30.00
Eave Vent	EACH			$17.00
Dormer Vent	EACH			$48
Turbine Vent	EACH			$55.75
Vent Screen	EACH			$8
Roof Mastic	PER HOME			$11
Wall Repair (tape joint compound, plaster)	PER HOME			$31
Wall Repair (stucco patch or plywood)	PER HOME			33.25
Shower Adapter	EACH			$4.00
Shower Diverter Valve	EACH			$28
Window Set Assembly	COST OF WINDOW PLUS 5% AND LABOR	Cost + 5%	$43.00	Varies
Silicone Caulking (crack or bb hole)	PER HOME	$1.00	$7.25	$8.25

WEATHERIZATION MEASURES/SERVICES/FEES	UNIT	MATERIAL	LABOR*	TOTAL
Glazing Compound per window-from sash to sash	PER WINDOW	$2.25	$7.00	$9.25
Glass: D.S. or S.S. including glazing compound	PER SQUARE FT. FOR MATERIALS PLUS LABOR	$2.25	$34	Varies
Glass: Tempered or Polycarbonate including glazing compound	PER SQUARE FT. MATERIALS PLUS LABOR PER SASH	$3.75	$38.67	Varies

Attachment C

2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

Glass: Specialty	COST OF GALSS PLUS 5% AND LABOR	Cost + 5%	$34	Varies
Louvered (jalousie) Windows	PER LOUVER			$7.75
Hinged Lid for Disappearing Stair Cover	EACH			$38.00
New Attic Access (24" x 30")	EACH			$63.00
Utility Penetration	PER HOME			$9.00
Attic Access Door	EACH			$25.50
Attic Insulation – R30	PER SQUARE FT.			$0.72
Attic Insulation – R19	PER SQUARE FT.			$0.57
Attic Insulation – R13 (knee wall)	PER SQUARE FT.	N/A	N/A	$0.41
Caulking per L.F. (maximum of 100' without Company approval)	PER LN. FT.			$0.32
Door Weather-stripping & Caulking	EACH			$37.50
Door Threshold	EACH			$17.00
Door Shoe	EACH			$15.00
Foam Tape (FAU Closet and Sliding Door	EACH			$8.75
Low Flow Showerhead	EACH			$13.50
Hand Held Showerhead	EACH			$28.50
Water Heater Blanket – Individual	EACH			$42.00
Water Heater Blanket – Central	EACH			$70.00
Faucet Aerators	EACH			$5.25
Duct Repair – in conjunction with Ceiling Insulation	PER JOINT			$17.50
Switch & Outlet Gaskets & Covers	PER HOME			$7.00
Evaporative Cooler Cover (maximum of 2 installed)	EACH			$29.50
Air Conditioner Cover (maximum of 2 installed)	EACH			$29.50
Pipe Insulation	PER HOME			$16.00
Natural Gas Appliance Testing (NGAT)	PER HOME			$28.50
Natural Gas Appliance Testing (NGAT - Leveraging)	PER HOME			$1.00
Exhaust Vent	PER VENT			52
Dryer Vent	PER VENT			52
Combustion and Ventilation Air (CVA)	PER APPLIANCE			$52.00

WEATHERIZATION MEASURES/SERVICES/FEES	UNIT	MATERIAL	LABOR*	TOTAL
Outreach and Intake - Qualified by SCG	PER HOME			$43.00
Outreach and Intake - Qualified by other IOU	PER HOME			$25.00
Outreach and Intake –Self Certification	PER HOME			$38.00
Outreach and Intake –Treated Home (does not meet the combined three measure minimum due to NGAT)	PER HOME			24
Assessment- three or more gas measures but meet three measure minimum with electric measures	PER HOME			$30.00
Assessment- less than three gas measures but meet three measure minimum with electric measures	PER HOME			$15.00
Assessment- high level assessment completed by inastallation crew when outreach is performed by different	PER HOME			$10.00
In-Home Energy Education	PER HOME			$15.00
Data Entry or Invoicing Error Rate (Based on % of Annual Allocation)		Greater Than 5%	5.1% to 10%	Over 10%
Amin & Program Support Services (Outreach and Installation completed by same contractor	PER HOME	$28.50	$25.50	$22.00
Amin & Program Support Services (Outreach and Installation completed by different contractor	PER HOME	$14.00	$13.00	$12.00

Attachment C
2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

*** FURNACE REPLACEMENT (with prior CAP Riverside approval). All prices include flue CO test.**

WALL AND FLOOR UNITS	UNIT	TOTAL
Single Wall Furnace	Each	$1,385.00
Double Wall Furnace	Each	$1,500.00
Direct Vent	Each	$1,150.00
Floor Furnace – 30K BTU	Each	$1,385.00
Floor Furnace – 50K BTU	Each	$1,385.00
Remove Floor Furnace (single	Each	$150.00
Remove Floor Furnace (Dual)		$200

FORCED AIR UNITS

	UNITS	SINGLE 80%	Mobile 80%
FAU Horizontal Units (Attic)	Each	$1,500.00	
Upflow Closet FAU – Up to 120K BTU	Each	$1,490.00	$1,645
Downflow Closed Combustion MH FAU– Up to 120K BTU - SHORT	Each		$1,490.00
Downflow Closed Combustion MH FAU– Up to 120K BTU- TALL	Each		$1,547.00
Install a Platform	Each	72	
Install a Light	Each	72	

MISC		
Permit	Each	Actual Cost
Free Standing Kit	Each	100
Rear Kit (Single Wall)	Each	55

FURNACE REPAIRS

All parts prices include labor and material

Reimbursement fee is rounded to nearest $.25.

Additional fee of $61.55 per repair shall be added to installed parts when invoicing ($51.55 trip charge and $10 flue CO test).

Floor/Wall Furnace Parts (repair invoice cost not to exceed $450 without written consent from Company)

Part	Total
Gas Valve/millivolt	$162.00
High Limit/Vent Switch	$50.80
Line Valve	$21.50
Flex Connector	$21.50
Pilot Assembly	$49.00
Pilot Assembly w/Genator	$73.00
Pilot Generator/Cartridge	$42.00
Pilot Tubing	$16.00
Regulator	$42.00
Thermocouple 24"	$20.00
Thermostat	$51.50
Thermostat Wires	$18.00
Raceway	$28.00
Vent Cap	$26.00
Floor Furnace Repair Fee	$24.00
4" Vent Pipe 8' or Less	Material = $7.95/foot + $17.25 labor
4' Vent Offsett	32

Attachment C
2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

FAU Parts (repair invoice cost not to exceed $500 without written consent from Company)	
Part	**Total**
Circuit Board	$100.00
Fan Motor	$132.00
Fan Relay	$22.00
Fan Switch (temp actuated)	$32.50
Flame Sensor	$49.00
Gas Control Valve- Millivolt	$162.00
Gas Control Valve- 24 volt	$114.00
Gas Control Valve- 5 wire gas valve	$158.00
Gas Control Valve- "Smart valve"	$203.00
Hot Surface Igniter	$48.00
Ignition Module	$163.00
Line Valve	$21.50
Flex Connector	$21.00
Pilot Assembly	$49.00
Thermocouple 24"	$20.00
FAU- Non-programmable thermostat	$71.00
FAU- Programmable thermostat	$85.00
Thermostat Wires	$35.00
Transformer	$28.00
Vent Cap	$26.50
Filter	$18.00
4" vent pipe- 8 feet or less	Material = $7.95/foot + $17.25 labor
4" vent offset	$32.00
Electrode	$43.00
Raceway	$28.00

Furnace Repair for Parts/Material Not Listed Above (use labor rate of $51.55/hr)	
Material Cost	Markup
0-$50.00	100%
$50.01-$150.00	75%
Over $150.00	50%

- For parts not listed, a document on vendor letterhead showing part and price must be included with the invoice

DUCT TESTING AND SEALING

SERVICES/FEES	UNIT	MATERIAL	LABOR	TOTAL
Duct Testing	p/home	-	-	$98.00
Duct Sealing - 60 minutes or less	p/home	Inc in total	-	$98.00
Duct Sealing - 61-90 minutes	p/home	Inc in total	-	$148.00
Duct Sealing - greater than 90 minutes	p/home	Inc in total	-	$197.00
Admin Fee	$10/home	-		$9.00

- "TOTAL" column is rounded to nearest $1.00

DUCT BOARD INSTALLATION

SERVICES/FEES	UNIT	MATERIAL	LABOR	TOTAL
Duct Board Installation	p/home when applicable			$56.75

Note: Minor caulking/sealing of the platform is not considered "Duct Board Installation".
- "TOTAL" column is rounded to nearest $.25.

WATER HEATER REPAIR & REPLACEMENT

Water Heater	Replacement Price	Repair Price - Wx Crew
All sizes	$760 (includes cost of appliance, incidentals, flue CO test and installation).	$100
Permit	Actual Cost	

Attachment C

2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

WATER HEATER ENCLOSURE, SLAB AND STAND

Shall only be done in conjunction with water heater replacement

SERVICES/FEES	UNIT	MATERIAL	LABOR	TOTAL
24" Enclosure	each			$172.00
30" Enclosure	each			$182.00
24" Slab	each			$33.00
30" Slab	each			$62.00
24" Stand	each			$73.00
30" Stand	each			$83.00

MISCELLANEOUS APPLIANCE ITEMS

Furnace Repair- Applicable only when furnace fails CO test or is INOP and does not require parts to make operational (Includes labor and flue CO Test).	$85
Dual Pacs - Repair Exceeds Cap	$75
Appliance jobs canceled by customer - Requires customer signed waiver	$50
Return trip to customer home when appliance is beyond the warranty period. Requires DAP approval prior to returning to customer home.	$50

Community Action Partnership of Riverside County

2038 Iowa Avenue, Suite B-102
Riverside, CA 92507

MASTER AGREEMENT:	CAP-09-059
CONTRACTOR:	Kratka Construction
CONTRACT TERM:	September 1, 2009 through August 31, 2010

WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP RIVERSIDE, desires to provide weatherization, water heaters, furnace repair and replacement services;

WHEREAS Kratka Construction, has the expertise, special skills, knowledge and experience to provide these services;

WHEREAS, CAP RIVERSIDE desires Kratka Construction. hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of CAP RIVERSIDE and the Contractor;

NOW THEREFORE, CAP RIVERSIDE and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for the Board:	**Authorized Signature for Contractor:**
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: William Kratka
Title: Chairman, Board of Supervisors	Title: Owner
Address: 4080 Lemon Riverside, CA 92504	Address: ~~45204 State Hwy 371~~ P.O. Box 497 Aguanga, CA 92536
Date Signed:	Date Signed: 8-06-2009

FORM APPROVED COUNTY COUNSEL
BY LARISA R-MCKENNA DATE 8/17/09

KRATKA CONSTRUCTION

MASTER AGREEMENT

TERMS AND CONDITIONS

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Exhibit B – Instructions for Form 2076A
Exhibit C – Certification Regarding Debarment, Suspension, and Related Matters
Exhibit D – Certification Regarding Drug Free Workplace
Exhibit E – Certification Regarding Lobbying
Exhibit F – Whistleblower Protection under the Recovery Act, Section 1553, Division A, Title XV, P.L. 115-5
Exhibit G – Training Requirement Matrix
Exhibit H – Carbon Monoxide (CO) Analyzer Calibration Log (CSD 785 – Rev. 3/24/06)
Exhibit I – Manometer Calibration Log (CSD 786 – Rev 10/30/06)
Attachment A – Payment Reimbursement Schedule for LIHEAP
Attachment B – Payment Reimbursement Schedule for DOE
Attachment C – Payment Reimbursement Schedule for Southern California Gas

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

"CAP RIVERSIDE" refers to the County of Riverside and its Community Action Partnership of Riverside County, which has administrative responsibility for this Agreement.

II. CAP RIVERSIDE RESPONSIBILITIES

CAP RIVERSIDE will assign staff to act as liaison between the Contractor and CAP RIVERSIDE.

CAP RIVERSIDE will monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. CAP RIVERSIDE, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall

1. Assign staff to act as liaison to CAP RIVERSIDE

2. Provide a telephone number for service requests and emergency service responses between the hours of 7:00 a.m. to 8:00 p.m. Pacific Standard Time, Monday thru Friday.

3. Ensure response time for emergencies not exceed twenty-four hours, 7:00 a.m. thru 8:00 p.m., Pacific Standard Time, Monday thru Friday.

4. Ensure that they have the skills, experience and knowledge necessary to perform the work agreed to be performed under this Agreement, and that CAP RIVERSIDE relies upon the Contractor's representation about its skills, experience and knowledge to perform the Contractor's work in a competent manner.

5. Perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

6. Provide and perform in a fully competent manner all services as described and specified in the Scope of Services (Attachments A., B., and C.) attached hereto and incorporated herein by this reference.

IV. FISCAL PROVISIONS

A. COMPENSATION

Compensation payable to the Contractor under this Agreement shall be allocated as shown on the Payment Reimbursement Schedules, Attachment A, B and C, attached hereto and incorporated herein by this reference.

B. LINE ITEM BUDGET/UNIT COST

The Contractor shall be paid for services performed in accordance with the terms of the Purchase Order, separate from this Agreement.

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. CAP RIVERSIDE will reimburse the Contractor for services performed as identified in Attachment A, B and C. All expenses are inclusive, including but not limited to materials, labor, mileage, etc.

2. To request payment, the Contractor shall submit the Contractor Payment Request Form 2076A (Exhibit A) following the instructions in Instructions for Form 2076A (Exhibit B). Supporting documentation such as permits, receipts, labor schedules, documentation to justify job references and job hours, and/or any other relevant information must accompany the Form 2076A. Exhibits A and B are attached hereto and incorporated herein by these references.

3. In order to receive payment in a timely manner, Contractor shall submit invoices to CAP RIVERSIDE within five (5) working days after completion of work.

4. Services will be inspected by CAP RIVERSIDE within ten (10) working days from receipt of invoice.

5. CAP RIVERSIDE shall pay invoice within thirty (30) business days from the date the work passes inspection. Invoices received by CAP RIVERSIDE after the specified five (5) business days will not be guaranteed inspection nor payment within the specified time. Those invoices will roll over to the next payment cycle.

6. All submissions will be received in the CAP RIVERSIDE office, addressed to:

   Community Action Partnership of Riverside County
   2038 Iowa Avenue, Suite B-102
   Riverside, CA 92507

D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS, AND AUDITS

The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later.

1. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.

3. Should the Contractor disagree with any audit conducted by CAP RIVERSIDE, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP RIVERSIDE a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by CAP RIVERSIDE for such an audit.

4. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CAP RIVERSIDE in conducting such an audit.

F. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from CAP RIVERSIDE for, or apply any sums received from CAP RIVERSIDE, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of CAP RIVERSIDE.

G. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by CAP RIVERSIDE, the Contractor shall promptly refund the disallowed amount to CAP RIVERSIDE on request, or at its option, CAP RIVERSIDE may offset the amount disallowed from any payment due to the Contractor under any contract with CAP RIVERSIDE.

H. ADVANCE PAYMENT

1. CAP RIVERSIDE will compensate the Contractor for services provided in accordance with the terms and conditions contained herein, in this Agreement.

2. Upon written request by the Contractor, CAP RIVERSIDE may issue an advance payment to the Contractor in an amount not to exceed 25 percent (25%) of the available amount of this Agreement. **Advances must be requested at the time the funds are allocated**. Advance payments will be recaptured by deduction from each billing for the first four (4) months at the rate of 25% until the advance is recaptured in full. If a claim during this period does not support the full repayment amount, its remaining balance will roll forward and be added to the next month repayment dollar amount.

3. In the event this Agreement is amended to increase the consideration of the Agreement, a subsequent advance payment not to exceed 25 percent (25%) of the increased amount may be authorized upon written request by the Contractor.

I. AVAILABILITY OF FUNDING

The County's obligation for payment of any agreement is contingent upon the availability of funding from which payment can be made.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective September 1, 2009 through August 31, 2010. The contract period shall be renewable in one (1) year periods from the date of the award for a maximum total period of three (3) years. The contract extension after each and any of the one (1) year periods shall be contingent upon cost adjustments and product and/or services adjustments mutually agreeable to all parties.

The County of Riverside is not obligated to purchase any specified amount of services. The Contractor shall commence performance of requested services only upon written notification by CAP-Riverside that a purchase order has been issued.

B. CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest, including, but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Contractor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed or retained by it under this agreement. The Contractor shall not provide services to family members.

The Contractor shall not provide LIHEAP or DOE WAP services or activities to beneficiaries where there is an actual or perceived conflict of interest including but not limited to

1. Providing program services to Contractor's employees, officers, or other persons or entities with whom Contractor's employees or officer has family, business or other ties; and

2. Providing program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, employees, or officers.

The Contractor agrees to inform CAP RIVERSIDE of all of the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interest with CAP RIVERSIDE.

C. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

CAP RIVERSIDE:
Community Action Partnership of Riverside County
2038 Iowa Avenue, Suite B-102
Riverside, CA 92507
(951) 955-4900

CONTRACTOR:
Kratka Construction
~~45201 State Hwy 371~~ P. O. Box 497
Aguanga, CA 92536
Attention: William Kratka
951-767-7001

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or

statements authorized or required by this Contract, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

E. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to CAP RIVERSIDE to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

F. EMPLOYMENT PRACTICES

The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

G. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and

reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

H. INSURANCE

Before commencement of the work under this Agreement, the Contractor shall procure, maintain and submit verification copies to CAP RIVERSIDE, at its sole cost and expense, insurance in the following forms of coverage and minimum amounts specified below. The procurement and maintenance of the insurance required below will not diminish or limit the Contractor's obligation herein to indemnify or hold CAP RIVERSIDE harmless. Provision shall be made such that insurer shall notify CAP RIVERSIDE in the event that the any insurance required under this Agreement is canceled or reduced. In either event, CAP RIVERSIDE shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure the County of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by CAP RIVERSIDE.

1. ***Workers' Compensation Insurance*** (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

2. ***Commercial General Liability Insurance*** coverage, including but not limited to, premises liability, contractual liability, personal and advertising injury which may arise from or out of the Contractor's operations, or the performance of its obligations hereunder. **Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured.** Policy limits shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3. **Vehicle Liability Insurance** – If the Contractor's vehicles or licensed mobile equipment are used or "may be used" on the County property, or used or "may be used" in any manner on behalf of the County, then the contractor shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than $1,000,000 per occurrence combined single limit **Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured**.

4. General Insurance Provisions

   a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's

Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

c. The Contractor shall cause its insurance carrier(s) to furnish CAP RIVERSIDE with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to CAP RIVERSIDE prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless CAP RIVERSIDE receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect.

d. It is understood and agreed to by the parties hereto and the insurance companies that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the County's insurance and/or deductibles and/or self-insured retentions, or self-insured programs shall not be construed as contributory.

e. CAP RIVERSIDE or the County Risk Manager reserves the right to adjust the monetary limits or types of insurance coverages during the term of this Agreement or any extensions thereof, if in the County Risk Manager or CAP RIVERSIDE's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

I. BONDING

Prior to any disbursements, the Contractor agrees that its insurer shall forward to CAP RIVERSIDE an assurance that all persons working on behalf of the Contractor are covered by a fidelity bond of four percent (4%) of the maximum agreement. Provision shall be made such that insurer shall notify CAP RIVERSIDE in the event that the bond is canceled or reduced. In either event, CAP RIVERSIDE shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure County of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by CAP RIVERSIDE.

J. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

K. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

L. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of CAP RIVERSIDE. This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services thereunder.

M. USE BY POLITICAL ENTITIES

This agreement between CAP RIVERSIDE and the Contractor for CAP RIVERSIDE's requirements of select item(s) of personal services, the successful bidder(s) agrees to extend the same pricing, terms and conditions to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that political entities, special districts and related non-profit entities shall make purchases in their own name, make direct payment, and be liable directly to the successful bidder(s) holding CAP RIVERSIDE harmless. The County of Riverside may, at its option, charge an administrative fee to those political entities, special districts and related non-profit entities that avail themselves use of this agreement. The successful bidder(s) shall report annually or as otherwise requested by the County, usage and total sales dollar amount information for each individual political entity, special district, and related non-profit entity utilizing County awards.

N. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of CAP RIVERSIDE. Any attempt to assign or delegate any interest herein without said consent shall be deemed void and of not force or effect.

O. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon CAP RIVERSIDE, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

P. INSPECTION OF SERVICE

All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and testing by CAP RIVERSIDE at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by CAP RIVERSIDE to permit him/her to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspections by CAP RIVERSIDE shall be made in such a manner as to not unduly interfere with Contractor's performance.

If any services performed hereunder are not in conformity with the specifications and requirements of this contract, CAP RIVERSIDE shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such a nature that the difference cannot be corrected, CAP RIVERSIDE shall have the right to:

1. Require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and

2. Reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service is in conformity with specifications and requirements of the contract, CAP RIVERSIDE shall have the right to either:

    a. Have the services performed in conformity with the contract specifications and charge to the contractor any cost occasioned to CAP RIVERSIDE that is directly related to the performance of such services. If CAP RIVERSIDE chooses alternative (A), CAP RIVERSIDE may withhold such costs from any amounts still owed to the Contractor under this or any other contractual agreements with CAP RIVERSIDE; or

    b. Terminate this contract for default as provided in the Termination Clause.

Q. CLEAN AIR/WATER ACTS

The Contractor shall comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require the Contractor to not use facilities on the EPA list of violating facilities and to report violations to the EPA.

R. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by County of Riverside's Purchasing Compliance Officer which shall furnish the decision in writing. The decision of County of Riverside's Purchasing Compliance Officer shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending County of Riverside's Purchasing Compliance Officer decision.

S. DEBARMENT AND SUSPENSION

CONTRACTOR shall review, sign, and return the Certification Regarding Debarment, Suspension and Related Matters Form, Exhibit C, which is attached hereto and incorporated herein by this reference. As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

T. CERTIFICATION REGARDING DRUG FREE WORKPLACE

CONTRACTOR shall review, sign, and return the Drug Free Workplace Certification Form, Exhibit D, which is attached hereto and incorporated herein by this reference.

U. CERTIFICATION REGARDING LOBBYING

CONTRACTOR shall review, sign, and return the Certification Regarding Lobbying, Exhibit E, which is attached hereto and incorporated herein by this reference

V. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, County Purchasing may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. Purchasing may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of Purchasing and CAP RIVERSIDE; and/or

2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or

3. Withhold funds pending a cure of the breach; and/or

4. Offset against any monies billed by the Contractor but yet unpaid by CAP RIVERSIDE. CAP RIVERSIDE shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

W. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event CAP RIVERSIDE elects to abandon, indefinitely postpone, or terminate the Agreement, CAP RIVERSIDE shall make payments for all services performed up to the date that written notice was given in a prorated amount.

X. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

Y. MODIFICATION OF TERMS

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this paragraph shall be assessed within 30 days of when the Contractor received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the Contractor at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Z. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.

VI. SPECIAL TERMS AND CONDITIONS PROVISIONS FOR THE DEPARTMENT OF ENERGY AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Contractor shall comply with the following Special Terms and Conditions when providing related services or activities under the Department of Energy, American Recovery and Reinvestment Act of 2009, hereinafter referred to as DOE-ARRA.

A. WHISTLEBLOWERS PROTECTION

Contractor acknowledges and agrees to the following obligations and proscriptions with respect to whistleblower protection contemplated under the provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), as well as the associated policies and guidelines of the Federal Government concerning implementation of ARRA. Contractor further agrees to fully inform CAP Riverside in writing in a timely fashion of any circumstance or incident related to the matters covered in this section.

Contractor further agrees to post ***in an area readily visible to employees and maintain at all times*** the "Whistleblower Protections under the Recovery Act document (Exhibit F), which is attached hereto and incorporated herein by this reference

B. TRAINING REQUIREMENTS

1. All training, as indicated by employee classification in the Training Requirement Matrix (Exhibit G), shall be provided through a CSD-approved training center utilizing CSD-approved training curriculum. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed. Exhibit G is attached hereto and incorporated herein by this reference.

2. Training Provisions for New Staff of the Contractor with Prior CSD Experience Who Provide Basic Weatherization Services:

   a. For the purposes of this section, the Contractor must have prior experience providing basic weatherization pursuant to a CSD program. Contractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Section 4 below.

   b. Within 30 days of employment, weatherization employees of the Contractor shall received Health and Safety and Environmental Hazards Awareness Training, An Assessor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, weatherize, or inspect a dwelling unit until the required Health and Safety and Environmental Hazards Awareness Training has been completed.

   c. Within 60 days of employment, all weatherization employees of the Contractor shall receive Basic Weatherization Training.

   d. Within 180 days of employment, weatherization employees of the Contractor shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of the Contractor shall perform diagnostic testing without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.

   e. Within 180 days of employment, weatherization employees of the Contractor shall receive Combustion Appliance Safety Training. No employee of the Contractor shall perform combustion appliance safety checks without having completed the required CSD approved training.

   f. Within 180 days of employment, weatherization employees of the Contractor who perform assessments and/or field supervision shall receive Field Assessment Training. No employee of the Contractor shall perform assessments without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.

   g. Within 180 days of employment, weatherization employees of the Contractor who perform inspections and/or field supervision shall receive Quality Assurance Training. No employee of the Contractor shall perform inspections without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.

3. Training Provisions for Existing Staff of the Contractor With Prior CSD Experience Who Provide Basic Weatherization Services:

a. For the purposes of this section, the Contractor must have prior experience providing basic weatherization pursuant to a CSD program. Contractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Section 4 below.

b. Within 30 days of the execution of this agreement, existing weatherization employees of the Contractor shall receive the Health and Safety and Environmental Hazards Awareness Training.

c. Within 90 days of the execution of this agreement, existing weatherization employees of the Contractor that have completed the following classes at a CSD-approved training center prior to the dates listed below or for whom no training dates at a CSD-approved training center are recorded but have field experience of at least 12 months performing weatherization services and diagnostic testing for CSD weatherization programs shall be required to take and pass an online assessment test or receive the required CSD-approved trainings.

   i. Basic Weatherization – November 2003
   ii. Duct Blaster – April 2006
   iii. Blower Door – April 2006

d. Within 90 days of the execution of this agreement, existing weatherization employees of the Contractor who have completed Combustion Appliance Safety Training through a CSD-approved training center prior to April 2006 or who have no training dates recorded shall receive Combustion Appliance Safety Training.

e. Within 120 days of the execution of this agreement, weatherization employees of the Contractor who perform assessments and/or field supervision shall receive Field Assessment Training.

f. Within 120 days of the execution of this agreement, weatherization employees of the Contractor who perform inspections and/or field supervision shall receive Quality Assurance Training.

g. All on-line assessment tests shall be performed during a specified 30-day period as indicated by CSD.

4. Contractors who have never provided basic weatherization services pursuant to a CSD program are required to have all employees complete the entire required course of training, relative to their job classification, as detailed in Exhibit F prior to commencing unit production work.

5. Training Provisions for Employees of Contractor Who Provide Specialty Services

   a. All Contractors and their field employees who perform specialty work shall receive the Health & Safety and Environmental Hazards Awareness Training before providing services.
   b. All field employees of the Contractor who perform HVAC work are required to receive the required CSD-approved training.

   c. All field employees of Contractor who perform the <u>majority</u> of insulation work for a Contractor shall receive Insulation Training before providing services.

6. For weatherization services performed on HUD units, all work crews of Contractor who provide basic weatherization or specialty services are required to be trained in <u>HUD-approved Lead-Safe Weatherization</u>, although certification is not required. No employee of

Contractor shall perform work in a pre-1979 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

7. CAP Riverside shall maintain and make available for reference to Contractors who perform weatherization services the following:

   a. Current CSD Conventional Home WIS Manual;
   b. Current CSD Mobile Home WIS Manual;
   c. CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
   d. Other applicable policies and procedures;
   e. Official Program Notices

C. RECORD KEEPING RESPONSIBILITIES

1. Training

   Contractor is required to maintain log for current employees. The training log shall document for each employee all CSD-required training received and shall include for each training session/course the source, type, and completion date.

   Contractor must maintain training logs at all times. Copies of training logs must be provided to CAP Riverside upon request.

2. Equipment

   Contractors who perform combustions appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log -Form CSD 785 (Exhibit H) documenting the calibration of all analyzers as required. Exhibit H is attached hereto and incorporated herein by this reference,

   Contractors who perform blower door and duct leakage diagnostic tests shall maintain the Manometer Calibration Log – CSD Form 786 (Exhibit I) documenting the calibration of all manometers as required. Exhibit I is attached hereto and incorporated herein by this reference.

CONTRACTOR PAYMENT REQUEST
CAP FORM # 2076A

Exhibit A

TO: **Community Action Partership of Riverside County**
Attn: Fiscal Division
2038 Iowa Avenue Suite B-102
Riverside, CA 92507

FROM: _____
Remit to Name
_____
Address
_____
City **State** **Zip Code**
_____
Contractor Name
_____
Contract Number

_____
Customer Name

Total amount requested _____ for the period of _____ 20 _____.

Select Payment Type(s) Below

☐ **Advance Payment** $_____
(If allowed by Contract/MOU)

☐ **Actual Payment** $_____
(Same amount as CAP FORM # if required)

Unit of Service Payment

_____(# of Units) x_____(Unit Price) =$_____ (Total)

_____(# of Units) x_____(Unit Price) =$_____ (Total)

Any questions regarding this request should be directed to: _____
Name Phone #

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.

_____
Authorized Signature Title Date

FOR CAP RIVERSIDE USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # and line # (10) _____ Invoice # _____
Amount Authorized _____
Comments if amount authorized is different from amount requested _____
_____
_____
Programs _____ Date
Fiscal (Staff) _____ Date
Contracts _____ Date
Fiscal (Accountant) _____ Date

RETURN TO CAP RIVERSIDE, FISCAL DIVISION

Exhibit B

Community Action Partnership of Riverside County
Instructions for Form 2076A and Form 2076B

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A** *(page1)*, **Form 2076B** *(page 2 - if applicable)* invoices, payroll verification, and copies of cancelled checks attached *(required)*. If cover letter is included *(not required)* attach to front of Claims Packet **Mail Claims Packet to address shown on upper left corner of Form 2076A** *[see method, time, and schedule/condition of payments]. (Please type or print information on all Forms.)*

FORM 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"
Business name, if different than legal name *(if not leave blank)*.

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)
Self-explanatory **(required).**

FORM 2076B
CONTRACTOR EXPENDITURE REPORT

When completed, this form is attached to the front of your invoices, and behind Form 2076A *(only if contract contains a line item budget, or you are to report match, or client fees collected)*.

"Contractor Name"
Business name, if different than legal name *(if not leave blank)*.

"Actual Expenditures For"
The billing period you are requesting payment for.

"Contract Number"
Can be found on the first page of your contract.

"Approved Budget Amount"
Current itemized budget amount as approved *(or amended)* in accordance with the **Fiscal Provisions** of your executed agreement.

"Current Expenditures"
Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"
Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"
Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"
If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank *(The same documentation is required for match as for actual reimbursable costs)*.

"Client Fees Collected"
If your contract allows you to collect client fees fill in the total amount collected *(if not specifically addressed in your contract you may not collect additional fees from the client)*.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR CAP RIVERSIDE USE ONLY AND SHOULD BE LEFT BLANK.

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS

PROGRAM: **Weatherization**

TERM: **September 1, 2009 through August 30, 2010**

CONTRACTOR hereby certifies to the best of its knowledge that it or any of its officers:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three (3) year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally- or civilly-charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not had, within a three (3) year period preceding this AGREEMENT, one or more public (Federal, State, or local) transactions terminated for cause or default.

[signature]	OWNER
Signature	Title
KRATKA CONSTRUCTION	8-06-2009
Agency/Organization	Date

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

Exhibit D

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

KRATKA CONSTRUCTION CONTRACTOR/BIDDER FIRM NAME	
WB KL BY *(Authorized Signature)*	FEDERAL ID NUMBER 26-3562997
WILLIAM B KRATKA PRINTED NAME AND TITLE OF PERSON SIGNING	DATE EXECUTED 8-06-2009
OWNER TITLE	TELEPHONE NUMBER *(Include Area Code)* (951) 767-7001
PO BOX 497 AGUANGA CA 92536 CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT E

CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES

FAMILY SUPPORT ADMINISTRATION

Program: **Weatherization**

Period: **September 1, 2009 through August 30, 2010**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[signature]	OWNER
Signature	Title
KRATKA CONSTRUCTION	8-06-2009
Agency/Organizations	Date

Whistleblower Protections under the Recovery Act

Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specified disclosures relating to Recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Who is protected?

Employees of non-federal employers receiving recovery funds, including State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

What are whistleblowers protected from?

Covered employees are protected from being discharged, demoted, or otherwise discriminated against as a reprisal for making a protected disclosure.

What kinds of disclosures are protected?

To be protected, the disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

In addition, the disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

How to report a whistleblower reprisal complaint:

If you have a whistleblower reprisal complaint involving DOT recovery funds, please report it to the OIG Hotline.

Exhibit F

to facilitate tracking these funds through Treasury and agency accounting systems, the Secretary of the Treasury shall ensure that all funds appropriated in this Act shall be established in separate Treasury accounts, unless a waiver from this provision is approved by the Director of the Office of Management and Budget.

SEC. 1552. SET-ASIDE FOR STATE AND LOCAL GOVERNMENT REPORTING AND RECORDKEEPING.

Federal agencies receiving funds under this Act, may, after following the notice and comment rulemaking requirements under the Administrative Procedures Act (5 U.S.C. 500), reasonably adjust applicable limits on administrative expenditures for Federal awards to help award recipients defray the costs of data collection requirements initiated pursuant to this Act.

SEC. 1553. PROTECTING STATE AND LOCAL GOVERNMENT AND CONTRACTOR WHISTLEBLOWERS.

(a) PROHIBITION OF REPRISALS.—An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—

(1) gross mismanagement of an agency contract or grant relating to covered funds;

(2) a gross waste of covered funds;

(3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;

(4) an abuse of authority related to the implementation or use of covered funds; or

(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) INVESTIGATION OF COMPLAINTS.—

(1) IN GENERAL.—A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate inspector general. Except as provided under paragraph (3), unless the inspector general determines that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint, the inspector general shall investigate the complaint and, upon completion of such investigation, submit a report of the findings of the investigation to the person, the person's employer, the head of the appropriate agency, and the Board.

(2) TIME LIMITATIONS FOR ACTIONS.—

(A) IN GENERAL.—Except as provided under subparagraph (B), the inspector general shall, not later than 180 days after receiving a complaint under paragraph (1)—

Exhibit F

(i) make a determination that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint; or

(ii) submit a report under paragraph (1).

(B) EXTENSIONS.—

(i) VOLUNTARY EXTENSION AGREED TO BETWEEN INSPECTOR GENERAL AND COMPLAINANT.—If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A) and the person submitting the complaint agrees to an extension of time, the inspector general shall submit a report under paragraph (1) within such additional period of time as shall be agreed upon between the inspector general and the person submitting the complaint.

(ii) EXTENSION GRANTED BY INSPECTOR GENERAL.—If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A), the inspector general may extend the period for not more than 180 days without agreeing with the person submitting the complaint to such extension, provided that the inspector general provides a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for the decision, which shall be provided to both the person submitting the complaint and the non-Federal employer.

(iii) SEMI-ANNUAL REPORT ON EXTENSIONS.—The inspector general shall include in semi-annual reports to Congress a list of those investigations for which the inspector general received an extension.

(3) DISCRETION NOT TO INVESTIGATE COMPLAINTS.—

(A) IN GENERAL.—The inspector general may decide not to conduct or continue an investigation under this section upon providing to the person submitting the complaint and the non-Federal employer a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for such decision.

(B) ASSUMPTION OF RIGHTS TO CIVIL REMEDY.—Upon receipt of an explanation of a decision not to conduct or continue an investigation under subparagraph (A), the person submitting a complaint shall immediately assume the right to a civil remedy under subsection (c)(3) as if the 210-day period specified under such subsection has already passed.

(C) SEMI-ANNUAL REPORT.—The inspector general shall include in semi-annual reports to Congress a list of those investigations the inspector general decided not to conduct or continue under this paragraph.

(4) ACCESS TO INVESTIGATIVE FILE OF INSPECTOR GENERAL.—

(A) IN GENERAL.—The person alleging a reprisal under this section shall have access to the investigation file of

Exhibit F

the appropriate inspector general in accordance with section 552a of title 5, United States Code (commonly referred to as the "Privacy Act"). The investigation of the inspector general shall be deemed closed for purposes of disclosure under such section when an employee files an appeal to an agency head or a court of competent jurisdiction.

(B) CIVIL ACTION.—In the event the person alleging the reprisal brings suit under subsection (c)(3), the person alleging the reprisal and the non-Federal employer shall have access to the investigative file of the inspector general in accordance with the Privacy Act.

(C) EXCEPTION.—The inspector general may exclude from disclosure—

(i) information protected from disclosure by a provision of law; and

(ii) any additional information the inspector general determines disclosure of which would impede a continuing investigation, provided that such information is disclosed once such disclosure would no longer impede such investigation, unless the inspector general determines that disclosure of law enforcement techniques, procedures, or information could reasonably be expected to risk circumvention of the law or disclose the identity of a confidential source.

(5) PRIVACY OF INFORMATION.—An inspector general investigating an alleged reprisal under this section may not respond to any inquiry or disclose any information from or about any person alleging such reprisal, except in accordance with the provisions of section 552a of title 5, United States Code, or as required by any other applicable Federal law.

(c) REMEDY AND ENFORCEMENT AUTHORITY.—

(1) BURDEN OF PROOF.—

(A) DISCLOSURE AS CONTRIBUTING FACTOR IN REPRISAL.—

(i) IN GENERAL.—A person alleging a reprisal under this section shall be deemed to have affirmatively established the occurrence of the reprisal if the person demonstrates that a disclosure described in subsection (a) was a contributing factor in the reprisal.

(ii) USE OF CIRCUMSTANTIAL EVIDENCE.—A disclosure may be demonstrated as a contributing factor in a reprisal for purposes of this paragraph by circumstantial evidence, including—

(I) evidence that the official undertaking the reprisal knew of the disclosure; or

(II) evidence that the reprisal occurred within a period of time after the disclosure such that a reasonable person could conclude that the disclosure was a contributing factor in the reprisal.

(B) OPPORTUNITY FOR REBUTTAL.—The head of an agency may not find the occurrence of a reprisal with respect to a reprisal that is affirmatively established under subparagraph (A) if the non-Federal employer demonstrates by clear and convincing evidence that the non-Federal employer would have taken the action constituting the reprisal in the absence of the disclosure.

Exhibit F

(2) AGENCY ACTION.—Not later than 30 days after receiving an inspector general report under subsection (b), the head of the agency concerned shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the complainant to a reprisal prohibited by subsection (a) and shall either issue an order denying relief in whole or in part or shall take 1 or more of the following actions:

(A) Order the employer to take affirmative action to abate the reprisal.

(B) Order the employer to reinstate the person to the position that the person held before the reprisal, together with the compensation (including back pay), compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

(C) Order the employer to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the agency or a court of competent jurisdiction.

(3) CIVIL ACTION.—If the head of an agency issues an order denying relief in whole or in part under paragraph (1), has not issued an order within 210 days after the submission of a complaint under subsection (b), or in the case of an extension of time under subsection (b)(2)(B)(i), within 30 days after the expiration of the extension of time, or decides under subsection (b)(3) not to investigate or to discontinue an investigation, and there is no showing that such delay or decision is due to the bad faith of the complainant, the complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint, and the complainant may bring a de novo action at law or equity against the employer to seek compensatory damages and other relief available under this section in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury.

(4) JUDICIAL ENFORCEMENT OF ORDER.—Whenever a person fails to comply with an order issued under paragraph (2), the head of the agency shall file an action for enforcement of such order in the United States district court for a district in which the reprisal was found to have occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief, compensatory and exemplary damages, and attorneys fees and costs.

(5) JUDICIAL REVIEW.—Any person adversely affected or aggrieved by an order issued under paragraph (2) may obtain review of the order's conformance with this subsection, and any regulations issued to carry out this section, in the United States court of appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after issuance of the order by the head of the agency. Review shall conform to chapter 7 of title 5, United States Code.

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(d) NONENFORCEABILITY OF CERTAIN PROVISIONS WAIVING RIGHTS AND REMEDIES OR REQUIRING ARBITRATION OF DISPUTES.—

(1) WAIVER OF RIGHTS AND REMEDIES.—Except as provided under paragraph (3), the rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment, including by any predispute arbitration agreement.

(2) PREDISPUTE ARBITRATION AGREEMENTS.—Except as provided under paragraph (3), no predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising under this section.

(3) EXCEPTION FOR COLLECTIVE BARGAINING AGREEMENTS.—Notwithstanding paragraphs (1) and (2), an arbitration provision in a collective bargaining agreement shall be enforceable as to disputes arising under the collective bargaining agreement.

(e) REQUIREMENT TO POST NOTICE OF RIGHTS AND REMEDIES.—Any employer receiving covered funds shall post notice of the rights and remedies provided under this section.

(f) RULES OF CONSTRUCTION.—

(1) NO IMPLIED AUTHORITY TO RETALIATE FOR NON-PROTECTED DISCLOSURES.—Nothing in this section may be construed to authorize the discharge of, demotion of, or discrimination against an employee for a disclosure other than a disclosure protected by subsection (a) or to modify or derogate from a right or remedy otherwise available to the employee.

(2) RELATIONSHIP TO STATE LAWS.—Nothing in this section may be construed to preempt, preclude, or limit the protections provided for public or private employees under State whistleblower laws.

(g) DEFINITIONS.—In this section:

(1) ABUSE OF AUTHORITY.—The term "abuse of authority" means an arbitrary and capricious exercise of authority by a contracting official or employee that adversely affects the rights of any person, or that results in personal gain or advantage to the official or employee or to preferred other persons.

(2) COVERED FUNDS.—The term "covered funds" means any contract, grant, or other payment received by any non-Federal employer if—

(A) the Federal Government provides any portion of the money or property that is provided, requested, or demanded; and

(B) at least some of the funds are appropriated or otherwise made available by this Act.

(3) EMPLOYEE.—The term "employee"—

(A) except as provided under subparagraph (B), means an individual performing services on behalf of an employer; and

(B) does not include any Federal employee or member of the uniformed services (as that term is defined in section 101(a)(5) of title 10, United States Code).

(4) NON-FEDERAL EMPLOYER.—The term "non-Federal employer"—

(A) means any employer—

(i) with respect to covered funds—

(I) the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor,

Exhibit F

subcontractor, grantee, or recipient is an employer; and

(II) any professional membership organization, certification or other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or

(ii) with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor of the State or local government; and

(B) does not mean any department, agency, or other entity of the Federal Government.

(5) STATE OR LOCAL GOVERNMENT.—The term "State or local government" means—

(A) the government of each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, or any other territory or possession of the United States; or

(B) the government of any political subdivision of a government listed in subparagraph (A).

SEC. 1554. SPECIAL CONTRACTING PROVISIONS.

To the maximum extent possible, contracts funded under this Act shall be awarded as fixed-price contracts through the use of competitive procedures. A summary of any contract awarded with such funds that is not fixed-price and not awarded using competitive procedures shall be posted in a special section of the website established in section 1526.

TITLE XVI—GENERAL PROVISIONS—THIS ACT

RELATIONSHIP TO OTHER APPROPRIATIONS

SEC. 1601. Each amount appropriated or made available in this Act is in addition to amounts otherwise appropriated for the fiscal year involved. Enactment of this Act shall have no effect on the availability of amounts under the Continuing Appropriations Resolution, 2009 (division A of Public Law 110–329).

PREFERENCE FOR QUICK-START ACTIVITIES

SEC. 1602. In using funds made available in this Act for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of this Act. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit.

PERIOD OF AVAILABILITY

SEC. 1603. All funds appropriated in this Act shall remain available for obligation until September 30, 2010, unless expressly provided otherwise in this Act.

Exhibit G

TRAINING REQUIREMENT MATRIX

Training Series	Crew	Assessor	Inspector	Field Supervisor
Pre-Weatherization (Optional pre-employment assessment tool)	X	X	X	X
Health & Safety	X	X	X	X
Environmental Hazards (Lead-Safe Weatherization, Mold, Asbestos, Regulatory Requirements modules)	X	X	X	X
Introduction to Weatherization	X	X	X	X
Basic Weatherization	X	X	X	X
Pre-Duct Sealing/Blowing Door Diagnostics	X	X	X	X
Duct Sealing/Blower Door Diagnostics	X	X	X	X
Pre-Combustion Appliance Safety	X	X	X	X
Combustion Appliance Safety	X	X	X	X
Combustion Appliance Safety Field Training	X	X	X	X
Field Assessment (includes Energy Audit)		X		X
Quality Assurance			X	X
HUD-Approved Lead-Safe Weatherization	X	X	X	X

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSD 785 (Rev. 3/24/06)

Exhibit H

CARBON MONOXIDE (CO) ANALYZER CALIBRATION LOG

Agency Name:				Subcontractor (if applicable):			
Make & Model	**Serial Number**	**Purchase Date**	**Retirement Date**	**Make & Model**	**Serial Number**	**Purchase Date**	**Retirement Date**

Calibration Date	Calibration Performed By		Calibration Date	Calibration Performed By	
		Kit ☐			Kit ☐
		Kit ☐			Kit ☐
		Kit ☐			Kit ☐
		Kit ☐			Kit ☐
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State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSD 786 (Rev. 10/30/06)

Exhibit I

MANOMETER CALIBRATION LOG

Agency Name:				Subcontractor (if applicable):			
Make & Model	**Serial Number**	**Purchase Date**	**Retirement Date**	**Make & Model**	**Serial Number**	**Purchase Date**	**Retirement Date**

Calibration Date	Calibration Performed By	Calibration Date	Calibration Performed By

Attachment A

LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between GSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle In Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
SECTION: Assessments/Diagnostics													
1	Dwelling Assessment	With Attic	ADS	LIHEAP		$65 per assessment	1 assessment per dwelling	N				Modified dwelling assessment allowed within 4 years from original assessment	1
		Without Attic				$40 per assessment							
		Modified (For reweatherized dwellings)				$20 per assessment	1 assessment per reweatherized visit						
2	Combustion Appliance Safety Test	Pre	ADS	LIHEAP		$70 per test	1 test per dwelling	N				Required if infiltration reduction measures (INF) are installed	
		Post				$40 per test							
3	Blower Door Test		ADS	LIHEAP		$50 per test	1 test per dwelling	N					2
4	Duct Leakage Test	Pre	ADS	LIHEAP		$50 per test	1 test per dwelling	N					3, 10
		Post				$40 per test							

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification*	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
SECTION: Health and Safety													
5	Carbon Monoxide Alarm	Hard-Wired & Line-Cord one or more	HSM	LIHEAP	$140 per dwelling - $70/ea.		1 occurrence per dwelling; no maximum quantity				Y - whole # only	4	5
		Lithium Battery one or more			$120 per dwelling -$60/ea.								
6	Cooking Appliance Repair, Free Standing Range or Cook Top	Electric	HSM	LIHEAP	$375 or 50% of replacement. Cost of Material + $56.00/hr. Labor for 1 person		1 repair per dwelling			N		4	6, 7, 8
		Natural Gas and Propane											
		Other Types Not Listed											
7	Cooking Appliance Replacement, Free Standing Range or Cook Top	Electric	HSM	LIHEAP	$700		1 replacement per dwelling			N		10	6, 7, 8
		Natural Gas and Propane											
		Other Types Not Listed											
8	Cooling Repair	Multi-Unit Central System	HSM	LIHEAP, ECIP HCS	$597 per MUD or 50% of replace.Cost of Materials + $56./hr. labor for 1 person max.		1 repair per MUD unit/building			N		4	5, 6, 7, 8, 10, 20, 32
		AC Forced Air Unit (Split System)			$1320 or 50% of replace Cost of Materials + $56./hr. labor for 1 person max		1 repair per dwelling						5, 6, 7, 8, 9, 10, 20, 21
		AC Wall/Window			$597 or 50% of replace. Cost of Materials + $56./hr. labor for 1 person max								5, 6, 8, 9, 10, 20, 21
		Evaporative Cooler			$550 or 50% of replace. Cost of Materials + $56./hr. labor for 1 person max								5, 6, 7, 9, 10
9	Cooling Replacement	Multi-Unit Central System	HSM	LIHEAP, ECIP HCS	$1050 per MUD		1 replacement per MUD unit/building			N		20	5, 6, 7, 8, 10, 20, 32
		AC Forced Air Unit (Split System)			$2500		1 replacement per dwelling						5, 6, 7, 8, 10, 20, 21
		AC Wall/Window			$1020							10	5, 6, 8, 10, 22
		Evaporative Cooler Roof			990							15	5, 6, 7, 8, 10, 22
		Evaporative Cooler Window/Wall			875								

Attachment A

LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification*	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
10	Heating Source Repair	Multi-Unit Central System	HSM	LIHEAP, ECIP HCS	$792 per MUD or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max		1 repair per MUD unit/building			N		4	6, 7, 8, 9, 10
		Exterior Wall Direct Vent, Interior Wall and Floor Furnace			$792 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max		1 repair per dwelling						
		Forced Air Unit (Split System)			$1044 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max								
		Mobile Home Furnace			$742 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max								
		Other Types Not Listed			$1080								6, 7, 8, 9, 10, 11, 12
		Package (Dual Pack)			$1530 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max								6, 7, 8, 9, 10
		Wood-Fueled			$1080 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max								
11	Heating Source Replacement	Multi-Unit Central System	HSM	1953	$2200 per MUD		1 replacement per MUD unit/building			N		20	6, 7, 8, 10
		Exterior Wall Direct Vent, Interior Wall and Floor Furnace			$2200		1 replacement per dwelling						
		Forced Air Unit (Split System)			$2,850								6, 7, 8, 10, 11, 12
		Mobile Home Furnace			$2,000								6, 7, 8, 10
		Other			$2,500								6, 7, 8, 10, 14
		Package (Dual Pack)			$4,500								
		Wood-Fueled			$3,000								
12	Kitchen Exhaust Installation, Repair & Replacement **(Mobile Home Only)**	Range Hoods, Wall/Ceiling Mounts	HSM	LIHEAP	$300		1 repair or replacement per dwelling			N		10	33
13	Water Heater Repair	Multi-Unit Central System	HSM	LIHEAP	$490 per MUD or 50% of replace Cost of Materials + $56./hr. labor for 1 person max		1 repair per MUD unit/building			N		4	6, 7, 8, 10, 32

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat. - Quantity Limited	Labor/Mat. - Non-Quantity Limited		
		Electric Natural Gas & Propane			$490 or 50% of replace Cost of Materials + $56./hr. labor for 1 person max		1 repair per dwelling						6, 7, 8, 11, 32

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
14	Water Heater Replacement	Multi-Unit Central System	HSM	LIHEAP	$850 per MUD		1 replacement per MUD unit/building			N		10	6, 7, 8, 10, 32
		Electric			$850		1 replacement per dwelling						6, 7, 8, 10
		Natural Gas and Propane											
SECTION: Priority													
15	Attic Ventilation		INS	LIHEAP	$355		1 occurrence per dwelling; no maximum quantity				Y	20	5, 15
16	Caulking	Mobile Home	INF	LIHEAP		$90 per dwelling	1 caulking per dwelling	N				4	16
		Multi-Unit				$45 per dwelling							
		Single				$75 per dwelling							
17	Ceiling Insulation	R-value 11	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				Y	20	
		R-value 19											
		R-value 30											
		R-value 38											
18	Compact Fluorescent Lamps	Hard Wire	EBL	LIHEAP	$160 -$80/ea.		2 lamps per dwelling			N		4	5, 27
		Thread Based				$8 per bulb	10 bulbs per dwelling		Y - whole # only				
19	Cover Plate Gaskets		INF	LIHEAP		$25 per dwelling	1 occurrence per dwelling	N				20	16
20	Duct Insulation		INS	LIHEAP		$.95 per sq. ft.	1 occurrence per dwelling; no maximum quantity		Y			10	5
21	Duct Repair and Replacement		INF	LIHEAP, ECIP HCS	$1223, Cost of Materials + $56./hr. labor for 1 person max		1 repair or replacement per dwelling			N		10	10
22	Fluorescent Torchiere Lamp Replacement		EBL	LIHEAP		$50 per lamp	2 lamps per dwelling		Y - whole # only			4	5, 27

Attachment A

LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
23	Glass Replacement and Window Repair		INF	LIHEAP	$525, $7.00 per sq ft.		1 occurrence per dwelling; no maximum quantity				Y - whole # only	10	17
24	Hot Water Flow Restrictor	Faucet Restrictor	HWR	LIHEAP		$5 per restrictor	1 occurrence per dwelling; no maximum quantity		Y - whole # only			4	5
		Low Flow Handheld Showerhead				$33 per showerhead							
		Low Flow Showerhead				$18 per showerhead							
25	Kneewall Insulation	R-value 11	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				Y	20	
		R-value 19											
26	**Minor Envelope Repair**	MAX	INF	LIHEAP	$1331 Disaster Relief $3514		1 occurrence per dwelling			N		4	13, 16, 17, 18
26-a	Roof Mastic		INF	LIHEAP	$33.00		per dwelling			N		4	13,16, 17, 18
26-b	Wall Repair	tape joint compound, plaster	INF		$34.50		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
		stucco, patch, plywood	INF		$34.25					N		4	13,16, 17, 18
26-c	Shower	Adapter	INF		$17.00		each			N		4	13,16, 17, 18
		Diverter Valve	INF		$50.00		each			N		4	13,16, 17, 18
		Handle	INF		$15.00		each			N		4	13,16, 17, 18
26-d	Door Threshold		INF		$31.00		each			N		4	13,16, 17, 18
26-e	Hinged Lid for Disappearing Stair Cover		INF		$75.00		each			N		4	13,16, 17, 18
26-f	New Attic Access (includes weather-stripping and insulation)		INF		$92.00		per dwelling			N		4	13,16, 17, 18
26-g	Attic Acces Door (includes weather-stripping and insulation)		INF		$40.00		per dwelling			N		4	13,16, 17, 18

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)**	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non Quantity Limited		
26-h	Floor repair for Mobile Home Water Heater		INF		Cost of materials + $56.00 per hr. labor for 1 person max.		per dwelling			N		4	13,16, 17, 18
26-i	Door Shoe		INF		$20.00		per door			N		4	13,16, 17, 18
26-j	Backer Rod		INF		$.35 Ln.Ft		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
26-k	Glazing Compound		INF		$1.75 Ln.Ft		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
26-l	Seal Under Sink		INF		$15.00		per dwelling			N		4	13,16, 17, 18
26-m	Door	Solid Core Door (Includes 24", 28", 30", 32", 36", 1-3/8 or 1-3/4. Includes door	INF		$200.00		Per door			N		4	13,16, 17, 18
		Solid Core Lite Door (Includes 24", 28", 30", 32", 34", 36", 1-3/8 or 1-3/4)	NF		$250.00		per door			N		4	13,16, 17, 18
		Specialty			varies		cost of door plus 5% and labor						
		handle											
26-n	Entry Handle/Lockset/Deadbolt		INF		$47.00		per door						
26-o	5" Back set latch bolt		INF		$49.00		per door			N		4	13,16, 17, 18
26-p	Hinges	3-1/2" or 4" loose pin	INF		$9.00		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
		3 1/2" or 4", locking pin	INF		$11.00		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
26-q	Double Door Slide bolt		INF		$43.00		per door			N		4	13,16, 17, 18
26-r	Door or window casing		INF		$3.20		linear foot			N		4	13,16, 17, 18

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Line No.	Measure	Type	Classification*	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
26-s	Door jamb	Stock	INF		all $85.00, otherwise $5.00 per linear foot					N		4	13,16, 17, 18
		Stock, Rabetted Jamb	INF		all $90.00, otherwise $5.00 per linear foot		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
26-t	Door Stop		INF		$3.20 Ln. Ft		1 occurrence per dwelling			N		4	13,16, 17, 18
26-u	Striker Plate	Regular	INF		$17.00		per door			N		4	13,16, 17, 18
		Safety or Mag Type	INF		$25.00		per door			N		4	13,16, 17, 18
26-v	Lockset Brace		INF		$43.00		per door			N		4	13,16, 17, 18
26-w	Eave Vent		INF		$17.50		each			N		4	13,16, 17,18
26-x	Dormer Vent		INF		$50.00		each			N		4	13,16, 17,18
26-y	Turbine Vent		INF		$59.50		each			N		4	13,16, 17,18
26-z	Vent Screen		INF		$8.50		each			N		4	13,16, 17,18
26-aa	Silicone Caulking (crack or bb hole		INF		$8.50		per dwelling			N		4	13,16, 17,18
26-bb	Cabinet retrofits (built-in microwaves replaced only)		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
26 -cc	Fireplace chimney damper repair or installation.		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
26-dd	Patching holes in the building envelope that are too big to caulk (includes replacing attic/craw				Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
26-ee	Knob and tube wiring		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
26-ff	Minor roof repairs		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
26-gg	Mobile Home Skirting		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
27	Refrigerator Replacement	19 cu. ft. and below	EBL	LIHEAP	$875		1 replacement per dwelling			N		15	5, 20, 28
		Over 19 cu. ft.			$1000								
28	Sliding Glass Door	Repair	INF	LIHEAP	$600		1 repair per dwelling			N		15	
		Replacement			$1250		1 replacement per dwelling						
29	Thermostat	Manual	HCM	LIHEAP		$65 per thermostat	1 thermostat per dwelling	N				10	5, 25, 27
		Programmable				$157 per thermostat							
30	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	LIHEAP		$50 per cover	2 covers per dwelling		Y - whole # only			4	16

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
31	Water Heater Blanket		HWR	LIHEAP		$40 per blanket	1 blanket per dwelling	N				4	5
32	Water Heater Pipe Wrap		HWR	LIHEAP		$3 per lin ft	1 occurrence per dwelling; no maximum quantity		Y			10	5
33	Weatherstripping	Hinged Door	INF	LIHEAP		$30 per door	1 occurrence per dwelling; no maximum quantity		Y - whole # only			4	16
		Other				$2.10 per lin ft			Y				
34	Window Replacement		INF	LIHEAP	1238		1 occurrence per dwelling; no maximum quantity				Y - whole # only	10	17
SECTION: Optional													
35	Ceiling Fans		HCM	LIHEAP	$160, ($80 each, 2 per dwelling)		1 occurrence per dwelling; no maximum quantity				Y - whole # only	10	5
36	Exterior Water Pipe Wrap		HWR	LIHEAP		$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity		Y			10	5
37	Floor Foundation Venting		INS	LIHEAP	$360, Cost of Materials + $56./hr. labor for 1 person max		1 occurrence per dwelling; no maximum quantity				Y	20	5, 15
38	Floor Insulation	> 36" clearance	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity, Cost of Materials + $56./hr. labor for 1 person max				Y	20	5, 24
		< 36" clearance											
39	Microwave Oven, Grounding only (CAP approval required) $120		EBL	LIHEAP	Microwave Oven = $140 ; Grounding if needed = $120		1 oven per dwelling			N		10	5, 23, 26

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job:	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle In Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
40	Shadescreens		HWR	LIHEAP	$500 , Cost of Materials + $56./hr. labor for 1 person max		1 occurrence per dwelling; no maximum quantity				Y	4	5
41	Shutters		INF	LIHEAP		$6.00 per sq ft	1 occurrence per dwelling; no maximum quantity		Y			10	5
42	Storm Windows	Fixed, Glass Glazing	INF	LIHEAP		$12.40 per sq ft	1 occurrence per dwelling; no maximum quantity		Y			10	16
		Fixed, Polycarbonate				$18.40 per sq ft							
		Operable, Glass Glazing				$13.90 per sq ft							
		Operable, Polycarbonate				$21.40 per sq ft							
		Other			$750								16, 29
43	Timer, Electric Water Heater		HWR	LIHEAP		$100 per timer	1 timer per dwelling	N				4	5
44	Tinted Window Film		HWR	LIHEAP		$3.30 per sq ft	1 occurrence per dwelling; no maximum quantity		Y			4	5
45	Wall Insulation, Stucco and Wood		INS	LIHEAP		$1.05 per sq ft	1 occurrence per dwelling; no maximum quantity		Y			20	5
SECTION: Supplemental													
46	Permits		OTH	LIHEAP, ECIP HCS, Must provide copy of permit.			No max. quantity				N	If incurred	
47	HERS Rater		OTH	LIHEAP, ECIP HCS, must provide copy of report.			No max. quantity				N	If incurred	

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LIHEAP 2009 SUB PAYMENT SCHEDULE

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								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
48	Travel Credit	Single Multi (over 5 units)	TRA	LIHEAP, ECIP HCS, SWEATS		1 hour @ Approved Labor Rate + $10 $5.00 per dwelling	1 credit per wx, ECIP HCS or SWEATS dwelling	N				1 credit per reweatherized dwelling; 1 credit per reweatherized ECIP HCS dwelling	
49	Mileage Outside of 60-Mile Round Trip		TRA	LIHEAP, ECIP HCS, SWEATS		$0.80 per mile	No max quantity; 1 mileage charge per wx, ECIP HCS or SWEATS dwelling		N			No max quantity; 1 mileage charge per reweatherized dwelling; 1 mileage charge per reweatherized ECIP HCS dwelling	31

* Classification Key					
ADS	Assessment/Diagnostics	INF	Infiltration Reduction Measure	OTH	Other Weatherization Measure
DIS	Disaster Relief	EBL	Electric Baseload Measure	SWE	SWEATS
HSM	Health and Safety Measure	HWR	Hot Water Measure	TRA	Travel Reimbursement Measure
INS	Insulation Measure	HCM	Heating Cooling Measure		

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LIHEAP 2009 SUB PAYMENT SCHEDULE

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								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		

Mileage

Contractor shall be credited one round trip travel surcharge for any one dwelling weatherized or any one dwelling receiving asseements and diagnostic testing where weatherization services could not be provided due to client refusal or inability to gain access to the dwelling.

Single Family Dwelling (SFD) Unit – Defined as one-unit, single-family dwelling or as a one-unit, single residential housing dwelling with two to four attached units.

Contractor may claim one travel surcharge equivalent to one (1) labor hour plus $10.00 for each completed, weatherized SFD Unit.

Contractor may claim mileage for each SFD completed unit in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of $0.80 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip, per completed SFD Unit. Mileage can only be claimed upon the completion of the SFD Unit.

Multi-Unit Dwelling (MUD) Unit - defined as a residential complex with five or more units.

Contractor may claim one MUD travel surcharge of $5.00 for each completed, individual, weatherized unit within a MUD complex.

Contractor may claim mileage for MUD Units completed in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of $0.80 for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip per day, for travel to a MUD complex in excess of 30 miles (one way) or 60 miles round trip, regardless of the number of individual completed units.

Map Quest will be used as the final source of documentation for verifying actual mileage. A copy of the Map Quest must be submitted with billing to verify mileage claimed.

2008 DOE
PAYMENT SCHEDULE

Prices are inclusive of all costs including, but not limited to materials, travel expense, labor, etc.

1. REIMBURSEMENT RATES FOR WEATHERIZATION AND HCS ACTIVITIES

A. Assessments/Diagnostics per Dwelling

Following the performance of all applicable dwelling assessment and diagnostic testing, all feasible Health and Safety Measures, Insulation Measures, and Mandatory Measures must be installed before Optional Measures are provided.

1)	Unit Assessments	
	Units with attics (CAP approval required)	$65.00 [1]
	Units without attics	$40.00 [1]
2)	Combustion Appliance Safety Test (when applicable)	
	Pre-Test	$70.00
	Post-Test	$40.00
3)	Blower Door Test (when applicable)	$50.00 [2]
4)	Duct Leakage Test (with Duct Blaster when applicable)	
	Pre-Test	$40.00 [3]
	Post-Test	$35.00 [3]

B. Health and Safety Measures per Dwelling

Health or Safety Hazard Repair or Replacement, per dwelling: (Indicate on the Weatherization Building Assessment and Job Order Sheet, CSD 540, or Contractor's equivalent, what health or safety conditions are to be addressed.) Includes the repair of unsafe conditions identified as "Required Repairs" in the CSD Weatherization Installation Standards (WIS) and Combustion Appliance Safety Inspection Form (CASIF).

1)	Carbon Monoxide Alarm, per dwelling	
	Line-cord or Hard-wired, one or more	Maximum $63.00 [4]
	Lithium Battery, one or more	Maximum $60.00 [4]
2)	Cooking Appliance	
	Gas Cooking Appliance,	
	Repair/Maintenance Maximum $288.00 or 50% of Replacement	Cost of materials + $47.00 hr. labor for I person max [5, 6, 7]

	Replacement, Range or Cook Top	Maximum $695.00 [5, 6, 7]
	Electric Cooking Appliance Repair/Maintenance Maximum $288.00 or 50% of Replacement [6, 7, 8]	Cost of materials + $47.00 hr. labor for I person max [5, 6, 7]
	Replacement, Range or Cook Top	Maximum $695.00 [5, 6, 7]
3)	Gas Water Heater Repair Maximum $335.00 or 50% of Replacement	Cost of materials + $47.00 hr. labor for I person max [5, 6, 7]
	Replacement, Closed Combustion	Maximum $670.00 [5, 6, 7]
	Replacement, Open Combustion	Maximum $670.00 [5, 6, 7]
4)	Heating Source Repair	
	Exterior Wall Direct Vent Furnace	Maximum $360.00 [5, 6, 7, 8]
	Forced Air Unit (FAU), Split System	Maximum $831.00 [5, 6, 7, 8]
	Floor Furnace	Maximum $432.00 [5, 6, 7, 8]
	Interior Wall Furnace	Maximum $396.00 [5, 6, 7, 8]
	Mobile Home Furnace	Maximum $504.00 [5, 6, 7, 8,]
	Other Types Not Listed	Max. $396.00 [5, 6, 7, 8, 9]
	Package Unit (Dual Pack)	Maximum $972.00 [5, 6, 7, 11, 12]
	Wood Fueled Appliance	Maximum $756.00 [6, 7, 8, 9, 10,] or 30% of Replacement for all heater types
5)	Heating Source Replacement	
	Exterior Wall Direct Vent Furnace	Maximum $1,200.00 [5, 6, 7]
	Forced Air Unit (FAU), Split System	Maximum $2,760.00 [5, 6, 7]
	Floor Furnace	Maximum $1,440.00 [5, 6, 7]
	Interior Wall Furnace	Maximum $1,680.00 [5, 6, 7]
	Mobile Home Furnace	Maximum $1,680.00 [5, 6, 7]
	Other Types Not Listed	Maximum $1,320.00 [5, 6, 7, 10]
	Package Unit (Dual Pack)	Maximum $4,000.00 [5, 6, 7]
	Wood-Fueled Appliance	Maximum $2,520.00 [5, 6, 7, 11, 12,]

C. MANDATORY MEASURES

Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not to be installed in priority order. All feasible Mandatory and Priority List Measures must be installed before Optional Measures.

INFILTRATION REDUCTION MEASURES

1)	Caulking, per dwelling Mobile Home Multi Unit Single Family	 $90.00 [14] $45.00 [14] $75.00 [14]
2)	Cover Plate Gaskets, per dwelling	$22.00 [14]
3)	Duct /Register Repair/Replacement, Maximum	$1,223.00 per dwelling Cost of materials + $47.00 hr. labor for 1 person max $30.00 each joint
4)	Glass Replacement & Window Repair per dwelling Maximum	 $350.00 [15] $7.00 sq. ft.
5)	Minor Envelope Repair, per dwelling	Maximum $887.00 [11, 14, 15, 16]
6)	Sliding Glass Door, per dwelling Repair Maximum $400.00	 Cost of materials + $47.00 hr. labor for person max
	Replacement	Maximum $900.00
7)	Weatherstripping, Hinged Exterior Door, per door	$27.00 [14]
8)	Weatherstripping, Other, per linear foot	$1.50 [14, 17]
9)	Window Replacement Maximum Average	$825.00 [15] Cost of materials + $47.00 hr. labor for 1 person max

Minor Envelope Repair, per dwelling Maximum $887.00 [11, 14, 15, 16]

Roof Mastic	$33.00 Dwelling
Wall Repair (tape joint compound, plaster)	$33.00 Dwelling
Wall Repair (stucco patch, plywood)	$33.00 Wall
Shower Adapter	$17.00 each
Shower Diverter Valve	$50.00 each
Shower Handle	$15.00 each

Door Threshold	31.00 each
Hinged Lid for Disappearing Stair Cover	$75.00 each
New Attic Access (includes weather-stripping and insulation)	$92.00 Dwelling
Attic Access Door (includes weather-stripping and insulation)	$40.00 Dwelling
Floor repair for Mobile Home Water Heater	Cost of materials + $47.00 hr. labor for 1 person maximum.
Door Shoe	$20.00 per door
Backer Rod	$.35 Ln.Ft.
Glazing Compound	$1.75 Ln. Ft.
Seal Under Sink	$15.00 Dwelling
Exhaust Fan Repair	Cost of materials + $47.00 hr. labor rate for 1 person max.
Replacement	Cost of materials + $47.00 hr. labor rate for 1 person max.

Solid Core Door (Includes 24", 28", 30", 32", 36", and 1-3/8 or 1-3/4. (Includes door sealant, new hinges, new door entry handle/lockset.)	$200.00 Door
Solid Core Half Lite Door (Includes 24", 28", 30", 32", 34", 36", 1-3/8 or 1-3/4). (Includes door sealant, new hinges, new door entry handle/lockset.)	$250.00 Door
Door Entry Handle/Lockset/Deadbolt	$47.00 Door
5" Back set latch bolt	$49.00 Door
Hinges 3-1/2" or 4" loose pin	$36.00 Door
Hinges 3-1/2" or 4" locking pin	$38.00 Door
Double Door Slide Bolt	$43.00 Door
Door or window casing	$3.20 Ln. Ft.
Door jamb stock	Replace all $85, otherwise $5.00 Ln. Ft.
Door jamb stock, rabetted jamb	Replace all $90, otherwise $5.00 Ln. Ft.
Door Stop	$3.20 Ln. Ft.
Striker Plate, regular	$17.00 Door
Striker plate, safety or mag type	$25.00 Door
Lockset Brace	$43.00 Door
Cabinet retrofits (built-in microwaves replaced only)	Cost of materials + $47.00 hr. labor for 1 person max.
Knob and tube wiring	Cost of materials

		+$47.00 hr. labor for 1 person max.
	Minor roof repairs	Cost of materials +$47.00 hr. labor for 1 person max.
	Mobile Home Skirting	Cost of materials +$47.00 hr. labor for 1 person max.

GENERAL HEAT WASTE MEASURES

1)	Evaporative Cooler/Air Conditioner Vent Cover, per cover	$45.00 [14]
2)	Hot Water Flow Restrictor, per device	
	Faucet Restrictor	$5.00 [4]
	Hand-Held Low-Flow Showerhead	$33.00 [4]
	Low-Flow Showerhead	$18.00 [4]
3)	Water Heater Blanket, per blanket	$25.00 [4]
4)	Water Heater Pipe Wrap,	$2.00 [4] per linear foot of pipe

ELECTRIC BASE LOAD MEASURES

1)	Compact Fluorescent Lamps	
	Hard-Wired, limit one per dwelling	Maximum $75.00 [4, 22]
	Thread-based Compact, Limit ten per dwelling	Maximum $8.00 per bulb [4, 22] Maximum of $80.00 per dwelling
2)	Electric Water Heater, per dwelling	
	Repair	Maximum $300.00 [4, 5, 7] or 50% of Replacement Cost of materials +$47.00 hr. labor for 1 person max.
	Replacement	Maximum $600.00 [4, 5, 7]
4)	Refrigerator Replacement (DOE, only if refrigerator manufactured after 1992)	
	19 cubic foot	Maximum $800.00 [4, 18, 22, 23]
	Over 19 cubic foot	Maximum $960.00 [4, 18, 22, 23]

PRIORITY LIST MEASURES

Contractor shall install all Priority List Measures where feasible in site-built single family dwellings and multi-unit dwellings with less than five units.

1)	Attic Venting, per dwelling DOE Zones 4 & 5 In conjunction with ceiling insulation only	Maximum $355.00 [4, 13]
	Combustion Air Venting	$30.00 per screen
	Combustion Air Venting thru Roof	
	1 vents (upper or lower)	$120.00 each
	2 vents (upper and lower)	$150.00 each
	Eave Vent	$19.00 each
	Dormer Vent	$75.00 each
	Turbine Vent	$75.00 each
	Vent Screen	$5.00 each
2)	Ceiling Insulation (DOE zones 4 & 5) (CAP approval required) R-11, R19, R30, R38	No Maximum limit [4] Cost of materials + $47.00 hr. labor
3)	Duct Insulation – All applicable CEC zones, if required by Title 24, per square foot	$.95 [4]
4)	Cooling Source Repair, DOE zone 5 only Evaporative Cooler, per dwelling or 50% of Repair/Maintenance Replacement for all cooler types	Maximum $488.00 [4, 5, 6, 8, 18]
5)	Cooling Source Replacement, DOE Zone 5 only Evaporative Cooler Installation, per dwelling	
	New Roof Unit	Maximum $975 [4, 5, 6, 7, 18, 19, 22]
	New Wall Unit	Maximum $850.00 [4, 5, 6, 7, 18, 19, 22]
	New Window Unit	Maximum $860.00 [4, 5, 6, 7, 18, 19, 22]
	Replace Roof Unit	Maximum $935.00 [4, 5, 6, 7, 18, 19, 22]
	Replace Wall Unit	Maximum $720.00 [4, 5, 6, 7, 18, 19, 22]
	Replace Window Unit	Maximum $720.00 [4, 5, 6, 7, 18, 19, 22]
6)	Floor Foundation Venting per dwelling In conjunction with floor insulation only (Crawl Space Venting) (DOE Climate Zones 1,2,3,5 only)	Maximum $360.00 Cost of materials [4, 13] +$47.00 hr. labor for 1 person max.

7)	Floor Insulation DOE Zone 4	Cost of material [4, 20] +$47.00 hr. labor for 1 person max.
8)	Kneewall Insulation – DOE Zones 4 & 5 R-11, R-19	Cost of material [4] +$47.00 hr. labor for 1 person max.
8)	Storm Windows, per square foot – DOE Zone 5 only	
	Fixed, Glass Glazing	$12.40 [14]
	Fixed, Polycarbonate	$18.40 [14]
	Operable, Glass Glazing	$13.90 [14]
	Operable, Polycarbonate	$21.40 [14]
	Other	Maximum $750.00 [14, 22]
9)	Thermostat, per dwelling – DOE Zone 4 & 5 Unless required by Title 24 – All Applicable CEC Zones Programmable	$157.00 [4, 21, 22]

Mileage[26]

Single Family Dwelling (SFD) Unit – Defined as one-unit, single-family dwelling or as a one-unit, single residential housing dwelling with two to four attached units.

Contractor may claim mileage for each SFD completed unit in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of $0.75 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip, per completed SFD Unit. Mileage can only be claimed upon the completion of the SFD Unit.

Multi-Unit Dwelling (MUD) Unit - defined as a residential complex with five or more units.

Contractor may claim mileage for MUD Units completed in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of $0.75 for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip per day, for travel to a MUD complex in excess of 30 miles (one way) or 60 miles round trip, regardless of the number of individual completed units.

Map Quest will be used as the final source of documentation for verifying actual mileage. A copy of the Map Quest must be submitted with billing to verify mileage claimed.

H. Footnotes Section

1. Unit assessments are charged for each completed unit in addition to applicable blower and/or duct testing.

2. Following a determination that no combustion byproduct hazards exist, preweatherization blower door testing for shell-sealing purposes is a mandatory activity on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement..

3. A duct leakage test using the Duct Blaster is a stand-alone test and may be performed in conjunction with the Blower Door Test for purposes of assessing outside air infiltration.

4. If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may apply the nonenvelope sealing measures identified by this note.

5. May be classified as a Health and Safety Measure if a safety exists. If no safety hazard exists, the measure may be installed as a Priority List Measure, Electric Base load Measure, or Optional Measure subject to the NEAT Energy Audit. Age of the appliance cannot be used a criterion for replacement.

6. If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Oven and Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled Space Heater installations. A copy of the finalized permit must be placed in client's file.

7. Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license.

8. Repairs include cleaning and filter replacement.

9. Costs that exceed the maximums in other categories of cooling and heating repairs and replacements cannot be charged to the line items reserved for other types of cooling and heating units not already listed.

10. Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.

11. Energy Conservation Measures and Activity Definitions are included in the CSD weatherization installation standards.

12. A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds thirty percent (30%) of replacement cost or existing unit is not a listed and labeled stove.

13. Per dwelling, attic and floor foundation venting may only be performed in conjunction with ceiling and floor insulation, respectively.

14. When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.

15. Costs that exceed the maximums in Glass Replacement cannot be charged to Minor Envelope Repair or Window Replacement. The maximum reimbursement for Window Replacement is an average of all dwellings receiving new windows. If costs should occur such that the average maximum is exceeded for Window Replacements, the additional costs cannot be charged to Minor Envelope Repair or Glass Replacement. See "Definitions" for Minor Envelope Repair.

16. When installing a Minor Envelope Repair Measure, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor.

17. Includes sliding glass doors. Does not include weatherstripping applied to attic and crawl space access hatches, to evaporative-cooler and air-conditioner covers, or to open combustion appliance enclosure doors. Expenditures for weatherstripping applied to covers and enclosure doors shall be charged under the appropriate appliance repair line item. When insulation is not installed, applies to access hatches and windows.

18. Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.

19. Electric Base Load Measures: Special training is a mandatory prerequisite for Contractors before performing Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement.

20. Crawl space height shall be documented on the Weatherization Building Assessment and Job Order Sheet.

21. Manual Thermostats may be installed only if the old thermostat is inoperable and may be installed in lieu of Programmable Thermostats if it is determined that the client receiving

such services will not be able to operate and maintain the Programmable Thermostat properly.

22. Contractors shall ensure the proper disposal of hazardous wastes products such as fluorescent light tubes, batteries, and mercury thermostats in accordance with the Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule.

23. CSD Policies and Procedures for electric base-load measures state that a replacement refrigerator may be replaced only if it was manufactured in 1992 or earlier. Documentation in the client file shall contain the manufacturer, make, and model of all replaced refrigerators.

24. May be used by those Contractors that find that the per-square-foot rate under the other storm window categories is too high in comparison to the actual cost of materials within its service area.

25. Do not perform if dwelling has an operable evaporative cooler.

26. Only mileage exceeding a 60-mile round trip to the job site is reimbursable. Mileage is a allowed once per weatherized dwelling and cannot be charged id the mileage is charged to LIHEAP weatherization for the same dwelling or multi-unit complex.

Attachment C

2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

WEATHERIZATION MEASURES/SERVICES/FEES	UNIT	MATERIAL	LABOR*	TOTAL
Door – 24", 28", 30", 32", & 36", Solid Core 1 3/8 or 1 3/4	PER DOOR			$90
Door – 34" & 42" Solid Core, 24", 28" 30", 32", 34", 36" Solid Core Half lite, 1 3/8" or 1 ¾"	PER DOOR			$142
Specialty Door	COST OF DOOR PLUS 5% AND LABOR	Cost + 5%		Varies
Lockset/Deadbolt	EACH			$29
5" back set latch bolt only	EACH			$15
Hinges, 3 ½" or 4", loose pin	EACH			$9.00
Hinges, 3 ½" or 4", locking pin	EACH			$10.75
Hinges, spring	EACH			$14.25
Double door slide bolt	PER DOOR			$10
Door or window casing including caulking	PER LIN. FT. FOR MATERIALS PLUS LABOR	$0.55	$14.50	Varies
Door jamb stock including caulking	PER LIN. FT. FOR MATERIALS PLUS LABOR	$2.08	$20	Varies
Door stop including caulking	PER LIN. FT. FOR MATERIALS PLUS LABOR	$0.44	$6.50	Varies
Striker plate, regular	PER DOOR			$5.25
Striker plate, safety or mag type	PER DOOR			$5.50
Lockset Brace	PER DOOR			$30.00
Eave Vent	EACH			$17.00
Dormer Vent	EACH			$48
Turbine Vent	EACH			$55.75
Vent Screen	EACH			$8
Roof Mastic	PER HOME			$11
Wall Repair (tape joint compound, plaster)	PER HOME			$31
Wall Repair (stucco patch or plywood)	PER HOME			33.25
Shower Adapter	EACH			$4.00
Shower Diverter Valve	EACH			$28
Window Set Assembly	COST OF WINDOW PLUS 5% AND LABOR	Cost + 5%	$43.00	Varies
Silicone Caulking (crack or bb hole)	PER HOME	$1.00	$7.25	$8.25

WEATHERIZATION MEASURES/SERVICES/FEES	UNIT	MATERIAL	LABOR*	TOTAL
Glazing Compound per window-from sash to sash	PER WINDOW	$2.25	$7.00	$9.25
Glass: D.S. or S.S. including glazing compound	PER SQUARE FT. FOR MATERIALS PLUS LABOR	$2.25	$34	Varies
Glass: Tempered or Polycarbonate including glazing compound	PER SQUARE FT. MATERIALS PLUS LABOR PER SASH	$3.75	$38.67	Varies

Attachment C

2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

Glass: Specialty	COST OF GALSS PLUS 5% AND LABOR	Cost + 5%	$34	Varies
Louvered (jalousie) Windows	PER LOUVER			$7.75
Hinged Lid for Disappearing Stair Cover	EACH			$38.00
New Attic Access (24" x 30")	EACH			$63.00
Utility Penetration	PER HOME			$9.00
Attic Access Door	EACH			$25.50
Attic Insulation – R30	PER SQUARE FT.			$0.72
Attic Insulation – R19	PER SQUARE FT.			$0.57
Attic Insulation – R13 (knee wall)	PER SQUARE FT.	N/A	N/A	$0.41
Caulking per L.F. (maximum of 100' without Company approval)	PER LN. FT.			$0.32
Door Weather-stripping & Caulking	EACH			$37.50
Door Threshold	EACH			$17.00
Door Shoe	EACH			$15.00
Foam Tape (FAU Closet and Sliding Door	EACH			$8.75
Low Flow Showerhead	EACH			$13.50
Hand Held Showerhead	EACH			$28.50
Water Heater Blanket – Individual	EACH			$42.00
Water Heater Blanket – Central	EACH			$70.00
Faucet Aerators	EACH			$5.25
Duct Repair – in conjunction with Ceiling Insulation	PER JOINT			$17.50
Switch & Outlet Gaskets & Covers	PER HOME			$7.00
Evaporative Cooler Cover (maximum of 2 installed)	EACH			$29.50
Air Conditioner Cover (maximum of 2 installed)	EACH			$29.50
Pipe Insulation	PER HOME			$16.00
Natural Gas Appliance Testing (NGAT)	PER HOME			$28.50
Natural Gas Appliance Testing (NGAT - Leveraging)	PER HOME			$1.00
Exhaust Vent	PER VENT			52
Dryer Vent	PER VENT			52
Combustion and Ventilation Air (CVA)	PER APPLIANCE			$52.00

WEATHERIZATION MEASURES/SERVICES/FEES	UNIT	MATERIAL	LABOR*	TOTAL
Outreach and Intake - Qualified by SCG	PER HOME			$43.00
Outreach and Intake - Qualified by other IOU	PER HOME			$25.00
Outreach and Intake –Self Certification	PER HOME			$38.00
Outreach and Intake –Treated Home (does not meet the combined three measure minimum due to NGAT)	PER HOME			24
Assessment- three or more gas measures but meet three measure minimum with electric measures	PER HOME			$30.00
Assessment- less than three gas measures but meet three measure minimum with electric measures	PER HOME			$15.00
Assessment- high level assessment completed by inastallation crew when outreach is performed by different	PER HOME			$10.00
In-Home Energy Education	PER HOME			$15.00
Data Entry or Invoicing Error Rate (Based on % of Annual Allocation)		Greater Than 5%	5.1% to 10%	Over 10%
Amin & Program Support Services (Outreach and Installation completed by same contractor	PER HOME	$28.50	$25.50	$22.00
Amin & Program Support Services (Outreach and Installation completed by different contractor	PER HOME	$14.00	$13.00	$12.00

Attachment C

2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

*** FURNACE REPLACEMENT (with prior CAP Riverside approval). All prices include flue CO test.**

WALL AND FLOOR UNITS	UNIT	TOTAL
Single Wall Furnace	Each	$1,385.00
Double Wall Furnace	Each	$1,500.00
Direct Vent	Each	$1,150.00
Floor Furnace – 30K BTU	Each	$1,385.00
Floor Furnace – 50K BTU	Each	$1,385.00
Remove Floor Furnace (single	Each	$150.00
Remove Floor Furnace (Dual)		$200

FORCED AIR UNITS

	UNITS	SINGLE 80%	Mobile 80%
FAU Horizontal Units (Attic)	Each	$1,500.00	
Upflow Closet FAU – Up to 120K BTU	Each	$1,490.00	$1,645
Downflow Closed Combustion MH FAU– Up to 120K BTU - SHORT	Each		$1,490.00
Downflow Closed Combustion MH FAU– Up to 120K BTU- TALL	Each		$1,547.00
Install a Platform	Each	72	
Install a Light	Each	72	

MISC		
Permit	Each	Actual Cost
Free Standing Kit	Each	100
Rear Kit (Single Wall)	Each	55

FURNACE REPAIRS

All parts prices include labor and material

Reimbursement fee is rounded to nearest $.25.

Additional fee of $61.55 per repair shall be added to installed parts when invoicing ($51.55 trip charge and $10 flue CO test).

Floor/Wall Furnace Parts (repair invoice cost not to exceed $450 without written consent from Company)

Part	Total
Gas Valve/millivolt	$162.00
High Limit/Vent Switch	$50.80
Line Valve	$21.50
Flex Connector	$21.50
Pilot Assembly	$49.00
Pilot Assembly w/Genator	$73.00
Pilot Generator/Cartridge	$42.00
Pilot Tubing	$16.00
Regulator	$42.00
Thermocouple 24"	$20.00
Thermostat	$51.50
Thermostat Wires	$18.00
Raceway	$28.00
Vent Cap	$26.00
Floor Furnace Repair Fee	$24.00
4" Vent Pipe 8' or Less	Material = $7.95/foot + $17.25 labor
4' Vent Offsett	32

Attachment C
2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

FAU Parts (repair invoice cost not to exceed $500 without written consent from Company)	
Part	**Total**
Circuit Board	$100.00
Fan Motor	$132.00
Fan Relay	$22.00
Fan Switch (temp actuated)	$32.50
Flame Sensor	$49.00
Gas Control Valve- Millivolt	$162.00
Gas Control Valve- 24 volt	$114.00
Gas Control Valve- 5 wire gas valve	$158.00
Gas Control Valve- "Smart valve"	$203.00
Hot Surface Igniter	$48.00
Ignition Module	$163.00
Line Valve	$21.50
Flex Connector	$21.00
Pilot Assembly	$49.00
Thermocouple 24"	$20.00
FAU- Non-programmable thermostat	$71.00
FAU- Programmable thermostat	$85.00
Thermostat Wires	$35.00
Transformer	$28.00
Vent Cap	$26.50
Filter	$18.00
4" vent pipe- 8 feet or less	Material = $7.95/foot + $17.25 labor
4" vent offset	$32.00
Electrode	$43.00
Raceway	$28.00

Furnace Repair for Parts/Material Not Listed Above (use labor rate of $51.55/hr)	
Material Cost	Markup
0-$50.00	100%
$50.01-$150.00	75%
Over $150.00	50%

- For parts not listed, a document on vendor letterhead showing part and price must be included with the invoice

DUCT TESTING AND SEALING

SERVICES/FEES	UNIT	MATERIAL	LABOR	TOTAL
Duct Testing	p/home	-	-	$98.00
Duct Sealing - 60 minutes or less	p/home	Inc in total	-	$98.00
Duct Sealing - 61-90 minutes	p/home	Inc in total	-	$148.00
Duct Sealing - greater than 90 minutes	p/home	Inc in total	-	$197.00
Admin Fee	$10/home	-		$9.00

- "TOTAL" column is rounded to nearest $1.00

DUCT BOARD INSTALLATION

SERVICES/FEES	UNIT	MATERIAL	LABOR	TOTAL
Duct Board Installation	p/home when applicable			$56.75

Note: Minor caulking/sealing of the platform is not considered "Duct Board Installation".
- "TOTAL" column is rounded to nearest $.25.

WATER HEATER REPAIR & REPLACEMENT

Water Heater	Replacement Price	Repair Price - Wx Crew
All sizes	$760 (includes cost of appliance, incidentals, flue CO test and installation).	$100
Permit	Actual Cost	

Attachment C

2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

WATER HEATER ENCLOSURE, SLAB AND STAND

Shall only be done in conjunction with water heater replacement

SERVICES/FEES	UNIT	MATERIAL	LABOR	TOTAL
24" Enclosure	each			$172.00
30" Enclosure	each			$182.00
24" Slab	each			$33.00
30" Slab	each			$62.00
24" Stand	each			$73.00
30" Stand	each			$83.00

MISCELLANEOUS APPLIANCE ITEMS

Furnace Repair- Applicable only when furnace fails CO test or is INOP and does not require parts to make operational (Includes labor and flue CO Test).	$85
Dual Pacs - Repair Exceeds Cap	$75
Appliance jobs canceled by customer - Requires customer signed waiver	$50
Return trip to customer home when appliance is beyond the warranty period. Requires DAP approval prior to returning to customer home.	$50

Community Action Partnership of Riverside County

2038 Iowa Avenue, Suite B-102
Riverside, CA 92507

MASTER AGREEMENT:	CAP-09-058
CONTRACTOR:	Hawaii Blue Construction Inc.
CONTRACT TERM:	September 1, 2009 through August 31, 2010

WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP RIVERSIDE, desires to provide weatherization, water heaters, furnace repair and replacement services;

WHEREAS Hawaii Blue Construction Inc., has the expertise, special skills, knowledge and experience to provide these services;

WHEREAS, CAP RIVERSIDE desires Hawaii Blue Construction Inc.. hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of CAP RIVERSIDE and the Contractor;

NOW THEREFORE, CAP RIVERSIDE and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for the Board:	**Authorized Signature for Contractor:** Doug Kane
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Doug Kane
Title: Chairman, Board of Supervisors	Title: President
Address: 4080 Lemon Riverside, CA 92504	Address: 5332 Chiquita Ln San Bernardino, CA 92404
Date Signed:	Date Signed: 8-12-09

FORM APPROVED COUNTY COUNSEL
BY Larisa R-McK 8/17/09
LARISA R-MCKENNA DATE

HAWAII BLUE CONSTRUCTION INC.

MASTER AGREEMENT

TERMS AND CONDITIONS

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Exhibit B – Instructions for Form 2076A
Exhibit C – Certification Regarding Debarment, Suspension, and Related Matters
Exhibit D – Certification Regarding Drug Free Workplace
Exhibit E – Certification Regarding Lobbying
Exhibit F – Whistleblower Protection under the Recovery Act, Section 1553, Division A, Title XV, P.L. 115-5
Exhibit G – Training Requirement Matrix
Exhibit H – Carbon Monoxide (CO) Analyzer Calibration Log (CSD 785 – Rev. 3/24/06)
Exhibit I – Manometer Calibration Log (CSD 786 – Rev 10/30/06)
Attachment A – Payment Reimbursement Schedule for LIHEAP
Attachment B – Payment Reimbursement Schedule for DOE
Attachment C – Payment Reimbursement Schedule for Southern California Gas

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

"CAP RIVERSIDE" refers to the County of Riverside and its Community Action Partnership of Riverside County, which has administrative responsibility for this Agreement.

II. CAP RIVERSIDE RESPONSIBILITIES

CAP RIVERSIDE will assign staff to act as liaison between the Contractor and CAP RIVERSIDE.

CAP RIVERSIDE will monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. CAP RIVERSIDE, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall

1. Assign staff to act as liaison to CAP RIVERSIDE

2. Provide a telephone number for service requests and emergency service responses between the hours of 7:00 a.m. to 8:00 p.m. Pacific Standard Time, Monday thru Friday.

3. Ensure response time for emergencies not exceed twenty-four hours, 7:00 a.m. thru 8:00 p.m., Pacific Standard Time, Monday thru Friday.

4. Ensure that they have the skills, experience and knowledge necessary to perform the work agreed to be performed under this Agreement, and that CAP RIVERSIDE relies upon the Contractor's representation about its skills, experience and knowledge to perform the Contractor's work in a competent manner.

5. Perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

6. Provide and perform in a fully competent manner all services as described and specified in the Scope of Services (Attachments A., B., and C.) attached hereto and incorporated herein by this reference.

IV. FISCAL PROVISIONS

A. COMPENSATION

Compensation payable to the Contractor under this Agreement shall be allocated as shown on the Payment Reimbursement Schedules, Attachment A, B and C, attached hereto and incorporated herein by this reference.

B. LINE ITEM BUDGET/UNIT COST

The Contractor shall be paid for services performed in accordance with the terms of the Purchase Order, separate from this Agreement.

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. CAP RIVERSIDE will reimburse the Contractor for services performed as identified in Attachment A, B and C. All expenses are inclusive, including but not limited to materials, labor, mileage, etc.

2. To request payment, the Contractor shall submit the Contractor Payment Request Form 2076A (Exhibit A) following the instructions in Instructions for Form 2076A (Exhibit B). Supporting documentation such as permits, receipts, labor schedules, documentation to justify job references and job hours, and/or any other relevant information must accompany the Form 2076A. Exhibits A and B are attached hereto and incorporated herein by these references.

3. In order to receive payment in a timely manner, Contractor shall submit invoices to CAP RIVERSIDE within five (5) working days after completion of work.

4. Services will be inspected by CAP RIVERSIDE within ten (10) working days from receipt of invoice.

5. CAP RIVERSIDE shall pay invoice within thirty (30) business days from the date the work passes inspection. Invoices received by CAP RIVERSIDE after the specified five (5) business days will not be guaranteed inspection nor payment within the specified time. Those invoices will roll over to the next payment cycle.

6. All submissions will be received in the CAP RIVERSIDE office, addressed to:

   Community Action Partnership of Riverside County
   2038 Iowa Avenue, Suite B-102
   Riverside, CA 92507

D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

Important

E. RECORDS, INSPECTIONS, AND AUDITS

The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later.

1. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.

3. Should the Contractor disagree with any audit conducted by CAP RIVERSIDE, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP RIVERSIDE a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by CAP RIVERSIDE for such an audit.

4. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CAP RIVERSIDE in conducting such an audit.

F. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from CAP RIVERSIDE for, or apply any sums received from CAP RIVERSIDE, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of CAP RIVERSIDE.

G. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by CAP RIVERSIDE, the Contractor shall promptly refund the disallowed amount to CAP RIVERSIDE on request, or at its option, CAP RIVERSIDE may offset the amount disallowed from any payment due to the Contractor under any contract with CAP RIVERSIDE.

H. ADVANCE PAYMENT

1. CAP RIVERSIDE will compensate the Contractor for services provided in accordance with the terms and conditions contained herein, in this Agreement.

2. Upon written request by the Contractor, CAP RIVERSIDE may issue an advance payment to the Contractor in an amount not to exceed 25 percent (25%) of the available amount of this Agreement. **Advances must be requested at the time the funds are allocated**. Advance payments will be recaptured by deduction from each billing for the first four (4) months at the rate of 25% until the advance is recaptured in full. If a claim during this period does not support the full repayment amount, its remaining balance will roll forward and be added to the next month repayment dollar amount.

3. In the event this Agreement is amended to increase the consideration of the Agreement, a subsequent advance payment not to exceed 25 percent (25%) of the increased amount may be authorized upon written request by the Contractor.

I. AVAILABILITY OF FUNDING

The County's obligation for payment of any agreement is contingent upon the availability of funding from which payment can be made.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective September 1, 2009 through August 31, 2010. The contract period shall be renewable in one (1) year periods from the date of the award for a maximum total period of three (3) years. The contract extension after each and any of the one (1) year periods shall be contingent upon cost adjustments and product and/or services adjustments mutually agreeable to all parties.

The County of Riverside is not obligated to purchase any specified amount of services. The Contractor shall commence performance of requested services only upon written notification by CAP-Riverside that a purchase order has been issued.

B. CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest, including, but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Contractor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed or retained by it under this agreement. The Contractor shall not provide services to family members.

The Contractor shall not provide LIHEAP or DOE WAP services or activities to beneficiaries where there is an actual or perceived conflict of interest including but not limited to

1. Providing program services to Contractor's employees, officers, or other persons or entities with whom Contractor's employees or officer has family, business or other ties; and

2. Providing program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, employees, or officers.

The Contractor agrees to inform CAP RIVERSIDE of all of the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interest with CAP RIVERSIDE.

C. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

CAP RIVERSIDE:
Community Action Partnership of Riverside County
2038 Iowa Avenue, Suite B-102
Riverside, CA 92507
(951) 955-4900

CONTRACTOR:
Hawaii Blue Construction Inc.
5332 Chiquita Ln
San Bernardino, CA 92404
Attention: Doug Kane
90-9499-8044

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or

statements authorized or required by this Contract, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

Lock up

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

E. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to CAP RIVERSIDE to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

F. EMPLOYMENT PRACTICES

The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

G. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and

reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

H. INSURANCE

Before commencement of the work under this Agreement, the Contractor shall procure, maintain and submit verification copies to CAP RIVERSIDE, at its sole cost and expense, insurance in the following forms of coverage and minimum amounts specified below. The procurement and maintenance of the insurance required below will not diminish or limit the Contractor's obligation herein to indemnify or hold CAP RIVERSIDE harmless. Provision shall be made such that insurer shall notify CAP RIVERSIDE in the event that the any insurance required under this Agreement is canceled or reduced. In either event, CAP RIVERSIDE shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure the County of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by CAP RIVERSIDE.

1. ***Workers' Compensation Insurance*** (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

2. ***Commercial General Liability Insurance*** coverage, including but not limited to, premises liability, contractual liability, personal and advertising injury which may arise from or out of the Contractor's operations, or the performance of its obligations hereunder. **Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured.** Policy limits shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3. **Vehicle Liability Insurance** – If the Contractor's vehicles or licensed mobile equipment are used or "may be used" on the County property, or used or "may be used" in any manner on behalf of the County, then the contractor shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than $1,000,000 per occurrence combined single limit **Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured**.

4. General Insurance Provisions

   a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's

Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

c. The Contractor shall cause its insurance carrier(s) to furnish CAP RIVERSIDE with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to CAP RIVERSIDE prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless CAP RIVERSIDE receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect.

d. It is understood and agreed to by the parties hereto and the insurance companies that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the County's insurance and/or deductibles and/or self-insured retentions, or self-insured programs shall not be construed as contributory.

e. CAP RIVERSIDE or the County Risk Manager reserves the right to adjust the monetary limits or types of insurance coverages during the term of this Agreement or any extensions thereof, if in the County Risk Manager or CAP RIVERSIDE's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

I. BONDING

Prior to any disbursements, the Contractor agrees that its insurer shall forward to CAP RIVERSIDE an assurance that all persons working on behalf of the Contractor are covered by a fidelity bond of four percent (4%) of the maximum agreement. Provision shall be made such that insurer shall notify CAP RIVERSIDE in the event that the bond is canceled or reduced. In either event, CAP RIVERSIDE shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure County of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by CAP RIVERSIDE.

J. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

K. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

L. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of CAP RIVERSIDE. This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services thereunder.

M. USE BY POLITICAL ENTITIES

This agreement between CAP RIVERSIDE and the Contractor for CAP RIVERSIDE's requirements of select item(s) of personal services, the successful bidder(s) agrees to extend the same pricing, terms and conditions to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that political entities, special districts and related non-profit entities shall make purchases in their own name, make direct payment, and be liable directly to the successful bidder(s) holding CAP RIVERSIDE harmless. The County of Riverside may, at its option, charge an administrative fee to those political entities, special districts and related non-profit entities that avail themselves use of this agreement. The successful bidder(s) shall report annually or as otherwise requested by the County, usage and total sales dollar amount information for each individual political entity, special district, and related non-profit entity utilizing County awards.

N. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of CAP RIVERSIDE. Any attempt to assign or delegate any interest herein without said consent shall be deemed void and of not force or effect.

O. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon CAP RIVERSIDE, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

P. INSPECTION OF SERVICE

All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and testing by CAP RIVERSIDE at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by CAP RIVERSIDE to permit him/her to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspections by CAP RIVERSIDE shall be made in such a manner as to not unduly interfere with Contractor's performance.

If any services performed hereunder are not in conformity with the specifications and requirements of this contract, CAP RIVERSIDE shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such a nature that the difference cannot be corrected, CAP RIVERSIDE shall have the right to:

1. Require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and

2. Reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service is in conformity with specifications and requirements of the contract, CAP RIVERSIDE shall have the right to either:

    a. Have the services performed in conformity with the contract specifications and charge to the contractor any cost occasioned to CAP RIVERSIDE that is directly related to the performance of such services. If CAP RIVERSIDE chooses alternative (A), CAP RIVERSIDE may withhold such costs from any amounts still owed to the Contractor under this or any other contractual agreements with CAP RIVERSIDE; or

    b. Terminate this contract for default as provided in the Termination Clause.

Q. CLEAN AIR/WATER ACTS

The Contractor shall comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require the Contractor to not use facilities on the EPA list of violating facilities and to report violations to the EPA.

R. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by County of Riverside's Purchasing Compliance Officer which shall furnish the decision in writing. The decision of County of Riverside's Purchasing Compliance Officer shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending County of Riverside's Purchasing Compliance Officer decision.

S. DEBARMENT AND SUSPENSION

CONTRACTOR shall review, sign, and return the Certification Regarding Debarment, Suspension and Related Matters Form, Exhibit C, which is attached hereto and incorporated herein by this reference. As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

T. CERTIFICATION REGARDING DRUG FREE WORKPLACE

CONTRACTOR shall review, sign, and return the Drug Free Workplace Certification Form, Exhibit D, which is attached hereto and incorporated herein by this reference.

U. CERTIFICATION REGARDING LOBBYING

CONTRACTOR shall review, sign, and return the Certification Regarding Lobbying, Exhibit E, which is attached hereto and incorporated herein by this reference

V. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, County Purchasing may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. Purchasing may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of Purchasing and CAP RIVERSIDE; and/or

2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or

3. Withhold funds pending a cure of the breach; and/or

4. Offset against any monies billed by the Contractor but yet unpaid by CAP RIVERSIDE. CAP RIVERSIDE shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

W. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event CAP RIVERSIDE elects to abandon, indefinitely postpone, or terminate the Agreement, CAP RIVERSIDE shall make payments for all services performed up to the date that written notice was given in a prorated amount.

X. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

Y. MODIFICATION OF TERMS

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this paragraph shall be assessed within 30 days of when the Contractor received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the Contractor at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Z. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.

VI. SPECIAL TERMS AND CONDITIONS PROVISIONS FOR THE DEPARTMENT OF ENERGY AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Contractor shall comply with the following Special Terms and Conditions when providing related services or activities under the Department of Energy, American Recovery and Reinvestment Act of 2009, hereinafter referred to as DOE-ARRA.

A. WHISTLEBLOWERS PROTECTION

Post

Contractor acknowledges and agrees to the following obligations and proscriptions with respect to whistleblower protection contemplated under the provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), as well as the associated policies and guidelines of the Federal Government concerning implementation of ARRA. Contractor further agrees to fully inform CAP Riverside in writing in a timely fashion of any circumstance or incident related to the matters covered in this section.

Contractor further agrees to post ***in an area readily visible to employees and maintain at all times*** the "Whistleblower Protections under the Recovery Act document (Exhibit F), which is attached hereto and incorporated herein by this reference

B. TRAINING REQUIREMENTS

1. All training, as indicated by employee classification in the Training Requirement Matrix (Exhibit G), shall be provided through a CSD-approved training center utilizing CSD-approved training curriculum. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed. Exhibit G is attached hereto and incorporated herein by this reference.

2. Training Provisions for New Staff of the Contractor with Prior CSD Experience Who Provide Basic Weatherization Services:

   a. For the purposes of this section, the Contractor must have prior experience providing basic weatherization pursuant to a CSD program. Contractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Section 4 below.

   b. Within 30 days of employment, weatherization employees of the Contractor shall received Health and Safety and Environmental Hazards Awareness Training, An Assessor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, weatherize, or inspect a dwelling unit until the required Health and Safety and Environmental Hazards Awareness Training has been completed.

   c. Within 60 days of employment, all weatherization employees of the Contractor shall receive Basic Weatherization Training.

   d. Within 180 days of employment, weatherization employees of the Contractor shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of the Contractor shall perform diagnostic testing without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.

   e. Within 180 days of employment, weatherization employees of the Contractor shall receive Combustion Appliance Safety Training. No employee of the Contractor shall perform combustion appliance safety checks without having completed the required CSD approved training.

   f. Within 180 days of employment, weatherization employees of the Contractor who perform assessments and/or field supervision shall receive Field Assessment Training. No employee of the Contractor shall perform assessments without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.

   g. Within 180 days of employment, weatherization employees of the Contractor who perform inspections and/or field supervision shall receive Quality Assurance Training. No employee of the Contractor shall perform inspections without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.

3. Training Provisions for Existing Staff of the Contractor With Prior CSD Experience Who Provide Basic Weatherization Services:

a. For the purposes of this section, the Contractor must have prior experience providing basic weatherization pursuant to a CSD program. Contractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Section 4 below.

b. Within 30 days of the execution of this agreement, existing weatherization employees of the Contractor shall receive the Health and Safety and Environmental Hazards Awareness Training.

c. Within 90 days of the execution of this agreement, existing weatherization employees of the Contractor that have completed the following classes at a CSD-approved training center prior to the dates listed below or for whom no training dates at a CSD-approved training center are recorded but have field experience of at least 12 months performing weatherization services and diagnostic testing for CSD weatherization programs shall be required to take and pass an online assessment test or receive the required CSD-approved trainings.

   i. Basic Weatherization – November 2003
   ii. Duct Blaster – April 2006
   iii. Blower Door – April 2006

d. Within 90 days of the execution of this agreement, existing weatherization employees of the Contractor who have completed Combustion Appliance Safety Training through a CSD-approved training center prior to April 2006 or who have no training dates recorded shall receive Combustion Appliance Safety Training.

e. Within 120 days of the execution of this agreement, weatherization employees of the Contractor who perform assessments and/or field supervision shall receive Field Assessment Training.

f. Within 120 days of the execution of this agreement, weatherization employees of the Contractor who perform inspections and/or field supervision shall receive Quality Assurance Training.

g. All on-line assessment tests shall be performed during a specified 30-day period as indicated by CSD.

4. Contractors who have never provided basic weatherization services pursuant to a CSD program are required to have all employees complete the entire required course of training, relative to their job classification, as detailed in Exhibit F prior to commencing unit production work.

5. Training Provisions for Employees of Contractor Who Provide Specialty Services

   a. All Contractors and their field employees who perform specialty work shall receive the Health & Safety and Environmental Hazards Awareness Training before providing services.
   b. All field employees of the Contractor who perform HVAC work are required to receive the required CSD-approved training.

   c. All field employees of Contractor who perform the majority of insulation work for a Contractor shall receive Insulation Training before providing services.

6. For weatherization services performed on HUD units, all work crews of Contractor who provide basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of

Contractor shall perform work in a pre-1979 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

7. CAP Riverside shall maintain and make available for reference to Contractors who perform weatherization services the following:

   a. Current CSD Conventional Home WIS Manual;
   b. Current CSD Mobile Home WIS Manual;
   c. CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
   d. Other applicable policies and procedures;
   e. Official Program Notices

C. RECORD KEEPING RESPONSIBILITIES

1. Training

   Contractor is required to maintain log for current employees. The training log shall document for each employee all CSD-required training received and shall include for each training session/course the source, type, and completion date.

   Contractor must maintain training logs at all times. Copies of training logs must be provided to CAP Riverside upon request.

2. Equipment

   Contractors who perform combustions appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log -Form CSD 785 (Exhibit H) documenting the calibration of all analyzers as required. Exhibit H is attached hereto and incorporated herein by this reference,

   Contractors who perform blower door and duct leakage diagnostic tests shall maintain the Manometer Calibration Log – CSD Form 786 (Exhibit I) documenting the calibration of all manometers as required. Exhibit I is attached hereto and incorporated herein by this reference.

CONTRACTOR PAYMENT REQUEST
CAP FORM # 2076A

Exhibit A

TO: **Community Action Partership of Riverside County**
Attn: Fiscal Division
2038 Iowa Avenue Suite B-102
Riverside, CA 92507

FROM: _____
Remit to Name

_____
Address

_____
City **State** **Zip Code**

_____
Contractor Name

_____
Contract Number

_____
Customer Name

Total amount requested _____ for the period of _____ 20 ____.

Select Payment Type(s) Below

☐ **Advance Payment** $_____
(If allowed by Contract/MOU)

☐ **Actual Payment** $_____
(Same amount as CAP FORM # if required)

Unit of Service Payment

_____(# of Units) x_____(Unit Price) =$_____ (Total)

_____(# of Units) x_____(Unit Price) =$_____ (Total)

Any questions regarding this request should be directed to: _____
Name Phone #

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.

_____
Authorized Signature Title Date

FOR CAP RIVERSIDE USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____

Account (6) _____

Fund (5) _____

Dept ID (10) _____

Program (5) _____

Class (10) _____

Project/Grant (15) _____

Vendor Code (10) _____

Purchase Order # and line # (10) _____ Invoice # _____

Amount Authorized _____

Comments if amount authorized is different from amount requested _____

Programs _____ Date

Fiscal (Staff) _____ Date

Contracts _____ Date

Fiscal (Accountant) _____ Date

RETURN TO CAP RIVERSIDE, FISCAL DIVISION

Exhibit B

Community Action Partnership of Riverside County
Instructions for Form 2076A and Form 2076B

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A** *(page1)*, **Form 2076B** *(page 2 - if applicable)* invoices, payroll verification, and copies of cancelled checks attached *(required)*. If cover letter is included *(not required)* attach to front of Claims Packet **Mail Claims Packet to address shown on upper left corner of Form 2076A** *[see method, time, and schedule/condition of payments]. (Please type or print information on all Forms.)*

FORM 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"
Business name, if different than legal name *(if not leave blank)*.

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)
Self-explanatory **(required).**

FORM 2076B
CONTRACTOR EXPENDITURE REPORT

When completed, this form is attached to the front of your invoices, and behind Form 2076A *(only if contract contains a line item budget, or you are to report match, or client fees collected).*

"Contractor Name"
Business name, if different than legal name *(if not leave blank)*.

"Actual Expenditures For"
The billing period you are requesting payment for.

"Contract Number"
Can be found on the first page of your contract.

"Approved Budget Amount"
Current itemized budget amount as approved *(or amended)* in accordance with the **Fiscal Provisions** of your executed agreement.

"Current Expenditures"
Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"
Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"
Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"
If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank *(The same documentation is required for match as for actual reimbursable costs).*

"Client Fees Collected"
If your contract allows you to collect client fees fill in the total amount collected *(if not specifically addressed in your contract you may not collect additional fees from the client).*

EVERYTHING BELOW THE THICK SOLID LINE IS FOR CAP RIVERSIDE USE ONLY AND SHOULD BE LEFT BLANK.

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS

PROGRAM: **Weatherization**

TERM: **September 1, 2009 through August 30, 2010**

CONTRACTOR hereby certifies to the best of its knowledge that it or any of its officers:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three (3) year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally- or civilly-charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not had, within a three (3) year period preceding this AGREEMENT, one or more public (Federal, State, or local) transactions terminated for cause or default.

Doug Kane — President

Signature — Title

Hawaii Blue Construction — 8-12-09

Agency/Organization — Date

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

Exhibit D

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME: Hawaii Blue Construction, Inc.

BY (Authorized Signature): Doug Kane

PRINTED NAME AND TITLE OF PERSON SIGNING: Doug Kane President

FEDERAL ID NUMBER: 26-3627273

DATE EXECUTED: 8-12-09

TELEPHONE NUMBER (Include Area Code): (909) 499 8044

TITLE

CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS: 5332 Chiquita Lane, San Bernardino CA 92404

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until 8-12-12 (DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT E

CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES

FAMILY SUPPORT ADMINISTRATION

Program: **Weatherization**

Period: **September 1, 2009 through August 30, 2010**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Doug Kane — President

Signature — Title

Hawaii Blue Construction, Inc. — 8-12-09

Agency/Organizations — Date

Whistleblower Protections under the Recovery Act

Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specified disclosures relating to Recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Who is protected?

Employees of non-federal employers receiving recovery funds, including State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

What are whistleblowers protected from?

Covered employees are protected from being discharged, demoted, or otherwise discriminated against as a reprisal for making a protected disclosure.

What kinds of disclosures are protected?

To be protected, the disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

In addition, the disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

How to report a whistleblower reprisal complaint:

If you have a whistleblower reprisal complaint involving DOT recovery funds, please report it to the OIG Hotline.

Exhibit F

to facilitate tracking these funds through Treasury and agency accounting systems, the Secretary of the Treasury shall ensure that all funds appropriated in this Act shall be established in separate Treasury accounts, unless a waiver from this provision is approved by the Director of the Office of Management and Budget.

SEC. 1552. SET-ASIDE FOR STATE AND LOCAL GOVERNMENT REPORTING AND RECORDKEEPING.

Federal agencies receiving funds under this Act, may, after following the notice and comment rulemaking requirements under the Administrative Procedures Act (5 U.S.C. 500), reasonably adjust applicable limits on administrative expenditures for Federal awards to help award recipients defray the costs of data collection requirements initiated pursuant to this Act.

SEC. 1553. PROTECTING STATE AND LOCAL GOVERNMENT AND CONTRACTOR WHISTLEBLOWERS.

(a) PROHIBITION OF REPRISALS.—An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—

(1) gross mismanagement of an agency contract or grant relating to covered funds;

(2) a gross waste of covered funds;

(3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;

(4) an abuse of authority related to the implementation or use of covered funds; or

(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) INVESTIGATION OF COMPLAINTS.—

(1) IN GENERAL.—A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate inspector general. Except as provided under paragraph (3), unless the inspector general determines that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint, the inspector general shall investigate the complaint and, upon completion of such investigation, submit a report of the findings of the investigation to the person, the person's employer, the head of the appropriate agency, and the Board.

(2) TIME LIMITATIONS FOR ACTIONS.—

(A) IN GENERAL.—Except as provided under subparagraph (B), the inspector general shall, not later than 180 days after receiving a complaint under paragraph (1)—

Exhibit F

(i) make a determination that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint; or

(ii) submit a report under paragraph (1).

(B) EXTENSIONS.—

(i) VOLUNTARY EXTENSION AGREED TO BETWEEN INSPECTOR GENERAL AND COMPLAINANT.—If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A) and the person submitting the complaint agrees to an extension of time, the inspector general shall submit a report under paragraph (1) within such additional period of time as shall be agreed upon between the inspector general and the person submitting the complaint.

(ii) EXTENSION GRANTED BY INSPECTOR GENERAL.—If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A), the inspector general may extend the period for not more than 180 days without agreeing with the person submitting the complaint to such extension, provided that the inspector general provides a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for the decision, which shall be provided to both the person submitting the complaint and the non-Federal employer.

(iii) SEMI-ANNUAL REPORT ON EXTENSIONS.—The inspector general shall include in semi-annual reports to Congress a list of those investigations for which the inspector general received an extension.

(3) DISCRETION NOT TO INVESTIGATE COMPLAINTS.—

(A) IN GENERAL.—The inspector general may decide not to conduct or continue an investigation under this section upon providing to the person submitting the complaint and the non-Federal employer a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for such decision.

(B) ASSUMPTION OF RIGHTS TO CIVIL REMEDY.—Upon receipt of an explanation of a decision not to conduct or continue an investigation under subparagraph (A), the person submitting a complaint shall immediately assume the right to a civil remedy under subsection (c)(3) as if the 210-day period specified under such subsection has already passed.

(C) SEMI-ANNUAL REPORT.—The inspector general shall include in semi-annual reports to Congress a list of those investigations the inspector general decided not to conduct or continue under this paragraph.

(4) ACCESS TO INVESTIGATIVE FILE OF INSPECTOR GENERAL.—

(A) IN GENERAL.—The person alleging a reprisal under this section shall have access to the investigation file of

Exhibit F

the appropriate inspector general in accordance with section 552a of title 5, United States Code (commonly referred to as the "Privacy Act"). The investigation of the inspector general shall be deemed closed for purposes of disclosure under such section when an employee files an appeal to an agency head or a court of competent jurisdiction.

(B) CIVIL ACTION.—In the event the person alleging the reprisal brings suit under subsection (c)(3), the person alleging the reprisal and the non-Federal employer shall have access to the investigative file of the inspector general in accordance with the Privacy Act.

(C) EXCEPTION.—The inspector general may exclude from disclosure—

(i) information protected from disclosure by a provision of law; and

(ii) any additional information the inspector general determines disclosure of which would impede a continuing investigation, provided that such information is disclosed once such disclosure would no longer impede such investigation, unless the inspector general determines that disclosure of law enforcement techniques, procedures, or information could reasonably be expected to risk circumvention of the law or disclose the identity of a confidential source.

(5) PRIVACY OF INFORMATION.—An inspector general investigating an alleged reprisal under this section may not respond to any inquiry or disclose any information from or about any person alleging such reprisal, except in accordance with the provisions of section 552a of title 5, United States Code, or as required by any other applicable Federal law.

(c) REMEDY AND ENFORCEMENT AUTHORITY.—

(1) BURDEN OF PROOF.—

(A) DISCLOSURE AS CONTRIBUTING FACTOR IN REPRISAL.—

(i) IN GENERAL.—A person alleging a reprisal under this section shall be deemed to have affirmatively established the occurrence of the reprisal if the person demonstrates that a disclosure described in subsection (a) was a contributing factor in the reprisal.

(ii) USE OF CIRCUMSTANTIAL EVIDENCE.—A disclosure may be demonstrated as a contributing factor in a reprisal for purposes of this paragraph by circumstantial evidence, including—

(I) evidence that the official undertaking the reprisal knew of the disclosure; or

(II) evidence that the reprisal occurred within a period of time after the disclosure such that a reasonable person could conclude that the disclosure was a contributing factor in the reprisal.

(B) OPPORTUNITY FOR REBUTTAL.—The head of an agency may not find the occurrence of a reprisal with respect to a reprisal that is affirmatively established under subparagraph (A) if the non-Federal employer demonstrates by clear and convincing evidence that the non-Federal employer would have taken the action constituting the reprisal in the absence of the disclosure.

Exhibit F

(2) AGENCY ACTION.—Not later than 30 days after receiving an inspector general report under subsection (b), the head of the agency concerned shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the complainant to a reprisal prohibited by subsection (a) and shall either issue an order denying relief in whole or in part or shall take 1 or more of the following actions:

(A) Order the employer to take affirmative action to abate the reprisal.

(B) Order the employer to reinstate the person to the position that the person held before the reprisal, together with the compensation (including back pay), compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

(C) Order the employer to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the agency or a court of competent jurisdiction.

(3) CIVIL ACTION.—If the head of an agency issues an order denying relief in whole or in part under paragraph (1), has not issued an order within 210 days after the submission of a complaint under subsection (b), or in the case of an extension of time under subsection (b)(2)(B)(i), within 30 days after the expiration of the extension of time, or decides under subsection (b)(3) not to investigate or to discontinue an investigation, and there is no showing that such delay or decision is due to the bad faith of the complainant, the complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint, and the complainant may bring a de novo action at law or equity against the employer to seek compensatory damages and other relief available under this section in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury.

(4) JUDICIAL ENFORCEMENT OF ORDER.—Whenever a person fails to comply with an order issued under paragraph (2), the head of the agency shall file an action for enforcement of such order in the United States district court for a district in which the reprisal was found to have occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief, compensatory and exemplary damages, and attorneys fees and costs.

(5) JUDICIAL REVIEW.—Any person adversely affected or aggrieved by an order issued under paragraph (2) may obtain review of the order's conformance with this subsection, and any regulations issued to carry out this section, in the United States court of appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after issuance of the order by the head of the agency. Review shall conform to chapter 7 of title 5, United States Code.

Exhibit F

(d) NONENFORCEABILITY OF CERTAIN PROVISIONS WAIVING RIGHTS AND REMEDIES OR REQUIRING ARBITRATION OF DISPUTES.—

(1) WAIVER OF RIGHTS AND REMEDIES.—Except as provided under paragraph (3), the rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment, including by any predispute arbitration agreement.

(2) PREDISPUTE ARBITRATION AGREEMENTS.—Except as provided under paragraph (3), no predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising under this section.

(3) EXCEPTION FOR COLLECTIVE BARGAINING AGREEMENTS.—Notwithstanding paragraphs (1) and (2), an arbitration provision in a collective bargaining agreement shall be enforceable as to disputes arising under the collective bargaining agreement.

(e) REQUIREMENT TO POST NOTICE OF RIGHTS AND REMEDIES.—Any employer receiving covered funds shall post notice of the rights and remedies provided under this section.

(f) RULES OF CONSTRUCTION.—

(1) NO IMPLIED AUTHORITY TO RETALIATE FOR NON-PROTECTED DISCLOSURES.—Nothing in this section may be construed to authorize the discharge of, demotion of, or discrimination against an employee for a disclosure other than a disclosure protected by subsection (a) or to modify or derogate from a right or remedy otherwise available to the employee.

(2) RELATIONSHIP TO STATE LAWS.—Nothing in this section may be construed to preempt, preclude, or limit the protections provided for public or private employees under State whistleblower laws.

(g) DEFINITIONS.—In this section:

(1) ABUSE OF AUTHORITY.—The term "abuse of authority" means an arbitrary and capricious exercise of authority by a contracting official or employee that adversely affects the rights of any person, or that results in personal gain or advantage to the official or employee or to preferred other persons.

(2) COVERED FUNDS.—The term "covered funds" means any contract, grant, or other payment received by any non-Federal employer if—

(A) the Federal Government provides any portion of the money or property that is provided, requested, or demanded; and

(B) at least some of the funds are appropriated or otherwise made available by this Act.

(3) EMPLOYEE.—The term "employee"—

(A) except as provided under subparagraph (B), means an individual performing services on behalf of an employer; and

(B) does not include any Federal employee or member of the uniformed services (as that term is defined in section 101(a)(5) of title 10, United States Code).

(4) NON-FEDERAL EMPLOYER.—The term "non-Federal employer"—

(A) means any employer—

(i) with respect to covered funds—

(I) the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor,

Exhibit F

subcontractor, grantee, or recipient is an employer; and

(II) any professional membership organization, certification or other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or

(ii) with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor of the State or local government; and

(B) does not mean any department, agency, or other entity of the Federal Government.

(5) STATE OR LOCAL GOVERNMENT.—The term "State or local government" means—

(A) the government of each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, or any other territory or possession of the United States; or

(B) the government of any political subdivision of a government listed in subparagraph (A).

SEC. 1554. SPECIAL CONTRACTING PROVISIONS.

To the maximum extent possible, contracts funded under this Act shall be awarded as fixed-price contracts through the use of competitive procedures. A summary of any contract awarded with such funds that is not fixed-price and not awarded using competitive procedures shall be posted in a special section of the website established in section 1526.

TITLE XVI—GENERAL PROVISIONS—THIS ACT

RELATIONSHIP TO OTHER APPROPRIATIONS

SEC. 1601. Each amount appropriated or made available in this Act is in addition to amounts otherwise appropriated for the fiscal year involved. Enactment of this Act shall have no effect on the availability of amounts under the Continuing Appropriations Resolution, 2009 (division A of Public Law 110–329).

PREFERENCE FOR QUICK-START ACTIVITIES

SEC. 1602. In using funds made available in this Act for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of this Act. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit.

PERIOD OF AVAILABILITY

SEC. 1603. All funds appropriated in this Act shall remain available for obligation until September 30, 2010, unless expressly provided otherwise in this Act.

Exhibit G

TRAINING REQUIREMENT MATRIX

Training Series	Crew	Assessor	Inspector	Field Supervisor
Pre-Weatherization (Optional pre-employment assessment tool)	X	X	X	X
Health & Safety	X	X	X	X
Environmental Hazards (Lead-Safe Weatherization, Mold, Asbestos, Regulatory Requirements modules)	X	X	X	X
Introduction to Weatherization	X	X	X	X
Basic Weatherization	X	X	X	X
Pre-Duct Sealing/Blowing Door Diagnostics	X	X	X	X
Duct Sealing/Blower Door Diagnostics	X	X	X	X
Pre-Combustion Appliance Safety	X	X	X	X
Combustion Appliance Safety	X	X	X	X
Combustion Appliance Safety Field Training	X	X	X	X
Field Assessment (includes Energy Audit)		X		X
Quality Assurance			X	X
HUD-Approved Lead-Safe Weatherization	X	X	X	X

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSD 785 (Rev. 3/24/06)

Exhibit H

CARBON MONOXIDE (CO) ANALYZER CALIBRATION LOG

Agency Name:				Subcontractor (if applicable):			
Make & Model	**Serial Number**	**Purchase Date**	**Retirement Date**	**Make & Model**	**Serial Number**	**Purchase Date**	**Retirement Date**

Calibration Date	Calibration Performed By		Calibration Date	Calibration Performed By	
		Kit ☐			Kit ☐
		Kit ☐			Kit ☐
		Kit ☐			Kit ☐
		Kit ☐			Kit ☐
		Kit ☐			Kit ☐
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State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSD 786 (Rev. 10/30/06)

Exhibit I

MANOMETER CALIBRATION LOG

Agency Name:				Subcontractor (if applicable):			
Make & Model	Serial Number	Purchase Date	Retirement Date	Make & Model	Serial Number	Purchase Date	Retirement Date

Calibration Date	Calibration Performed By	Calibration Date	Calibration Performed By

Attachment A

LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type *	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
SECTION: Assessments/Diagnostics													
1	Dwelling Assessment	With Attic	ADS	LIHEAP		$65 per assessment	1 assessment per dwelling	N				Modified dwelling assessment allowed within 4 years from original assessment	1
		Without Attic				$40 per assessment							
		Modified (For reweatherized dwellings)				$20 per assessment	1 assessment per reweatherized visit						
2	Combustion Appliance Safety Test	Pre	ADS	LIHEAP		$70 per test	1 test per dwelling	N				Required if infiltration reduction measures (INF) are installed	
		Post				$40 per test							
3	Blower Door Test		ADS	LIHEAP		$50 per test	1 test per dwelling	N					2
4	Duct Leakage Test	Pre	ADS	LIHEAP		$50 per test	1 test per dwelling	N					3, 10
		Post				$40 per test							

Attachment A

LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
SECTION: Health and Safety													
5	Carbon Monoxide Alarm	Hard-Wired & Line-Cord one or more	HSM	LIHEAP	$140 per dwelling - $70/ea.		1 occurrence per dwelling; no maximum quantity				Y - whole # only	4	5
		Lithium Battery one or more			$120 per dwelling -$60/ea.								
6	Cooking Appliance Repair, Free Standing Range or Cook Top	Electric Natural Gas and Propane Other Types Not Listed	HSM	LIHEAP	$375 or 50% of replacement. Cost of Material + $56.00/hr. Labor for 1 person		1 repair per dwelling			N		4	6, 7, 8
7	Cooking Appliance Replacement, Free Standing Range or Cook Top	Electric Natural Gas and Propane Other Types Not Listed	HSM	LIHEAP	$700		1 replacement per dwelling			N		10	6, 7, 8
8	Cooling Repair	Multi-Unit Central System	HSM	LIHEAP, ECIP HCS	$597 per MUD or 50% of replace.Cost of Materials + $56./hr. labor for 1 person max.		1 repair per MUD unit/building			N		4	5, 6, 7, 8, 10, 20, 32
		AC Forced Air Unit (Split System)			$1320 or 50% of replace Cost of Materials + $56./hr. labor for 1 person max		1 repair per dwelling						5, 6, 7, 8, 9, 10, 20, 21
		AC Wall/Window			$597 or 50% of replace. Cost of Materials + $56./hr. labor for 1 person max								5, 6, 8, 9, 10, 20, 21
		Evaporative Cooler			$550 or 50% of replace. Cost of Materials + $56./hr. labor for 1 person max								5, 6, 7, 9, 10
9	Cooling Replacement	Multi-Unit Central System	HSM	LIHEAP, ECIP HCS	$1050 per MUD		1 replacement per MUD unit/building			N		20	5, 6, 7, 8, 10, 20, 32
		AC Forced Air Unit (Split System)			$2500		1 replacement per dwelling						5, 6, 7, 8, 10, 20, 21
		AC Wall/Window			$1020							10	5, 6, 8, 10, 22
		Evaporative Cooler Roof			990							15	5, 6, 7, 8, 10, 22
		Evaporative Cooler Window/Wall			875								

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
10	Heating Source Repair	Multi-Unit Central System	HSM	LIHEAP, ECIP HCS	$792 per MUD or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max		1 repair per MUD unit/building			N		4	6, 7, 8, 9, 10
		Exterior Wall Direct Vent, Interior Wall and Floor Furnace			$792 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max		1 repair per dwelling						
		Forced Air Unit (Split System)			$1044 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max								
		Mobile Home Furnace			$742 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max								
		Other Types Not Listed			$1080								6, 7, 8, 9, 10, 11, 12
		Package (Dual Pack)			$1530 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max								6, 7, 8, 9, 10
		Wood-Fueled			$1080 or 30% of replace. Cost of Materials + $56./hr. labor for 1 person max								
11	Heating Source Replacement	Multi-Unit Central System	HSM	1953	$2200 per MUD		1 replacement per MUD unit/building			N		20	6, 7, 8, 10
		Exterior Wall Direct Vent, Interior Wall and Floor Furnace			$2200		1 replacement per dwelling						
		Forced Air Unit (Split System)			$2,850								6, 7, 8, 10, 11, 12
		Mobile Home Furnace			$2,000								6, 7, 8, 10
		Other			$2,500								6, 7, 8, 10, 14
		Package (Dual Pack)			$4,500								
		Wood-Fueled			$3,000								
12	Kitchen Exhaust Installation, Repair & Replacement **(Mobile Home Only)**	Range Hoods, Wall/Ceiling Mounts	HSM	LIHEAP	$300		1 repair or replacement per dwelling			N		10	33
13	Water Heater Repair	Multi-Unit Central System	HSM	LIHEAP	$490 per MUD or 50% of replace Cost of Materials + $56./hr. labor for 1 person max		1 repair per MUD unit/building			N		4	6, 7, 8, 10, 32

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job **	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
		Electric Natural Gas & Propane			$490 or 50% of replace Cost of Materials + $56./hr. labor for 1 person max		1 repair per dwelling						6, 7, 8, 11, 32

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
14	Water Heater Replacement	Multi-Unit Central System	HSM	LIHEAP	$850 per MUD		1 replacement per MUD unit/building			N		10	6, 7, 8, 10, 32
		Electric Natural Gas and Propane			$850		1 replacement per dwelling						6, 7, 8, 10
SECTION: Priority													
15	Attic Ventilation		INS	LIHEAP	$355		1 occurrence per dwelling; no maximum quantity				Y	20	5, 15
16	Caulking	Mobile Home	INF	LIHEAP		$90 per dwelling	1 caulking per dwelling	N				4	16
		Multi-Unit				$45 per dwelling							
		Single				$75 per dwelling							
17	Ceiling Insulation	R-value 11 R-value 19 R-value 30 R-value 38	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				Y	20	
18	Compact Fluorescent Lamps	Hard Wire	EBL	LIHEAP	$160 -$80/ea.		2 lamps per dwelling			N		4	5, 27
		Thread Based				$8 per bulb	10 bulbs per dwelling		Y - whole # only				
19	Cover Plate Gaskets		INF	LIHEAP		$25 per dwelling	1 occurrence per dwelling	N				20	16
20	Duct Insulation		INS	LIHEAP		$.95 per sq. ft.	1 occurrence per dwelling; no maximum quantity		Y			10	5
21	Duct Repair and Replacement		INF	LIHEAP, ECIP HCS	$1223, Cost of Materials + $56./hr. labor for 1 person max		1 repair or replacement per dwelling			N		10	10
22	Fluorescent Torchiere Lamp Replacement		EBL	LIHEAP		$50 per lamp	2 lamps per dwelling		Y - whole # only			4	5, 27

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
23	Glass Replacement and Window Repair		INF	LIHEAP	$525, $7.00 per sq ft.		1 occurrence per dwelling; no maximum quantity				Y - whole # only	10	17
24	Hot Water Flow Restrictor	Faucet Restrictor	HWR	LIHEAP		$5 per restrictor	1 occurrence per dwelling; no maximum quantity		Y - whole # only			4	5
		Low Flow Handheld Showerhead				$33 per showerhead							
		Low Flow Showerhead				$18 per showerhead							
25	Kneewall Insulation	R-value 11	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				Y	20	
		R-value 19											
26	**Minor Envelope Repair**		INF	LIHEAP	$1331; Disaster Relief $3514		1 occurrence per dwelling			N		4	13, 16, 17, 18
26-a	Roof Mastic		INF	LIHEAP	$33.00		per dwelling			N		4	13,16, 17, 18
26-b	Wall Repair	tape joint compound, plaster	INF		$34.50		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
		stucco, patch, plywood	INF		$34.25					N		4	13,16, 17, 18
26-c	Shower	Adapter	INF		$17.00		each			N		4	13,16, 17, 18
		Diverter Valve	INF		$50.00		each			N		4	13,16, 17, 18
		Handle	INF		$15.00		each			N		4	13,16, 17, 18
26-d	Door Threshold		INF		$31.00		each			N		4	13,16, 17, 18
26-e	Hinged Lid for Disappearing Stair Cover		INF		$75.00		each			N		4	13,16, 17, 18
26-f	New Attic Access (includes weather-stripping and insulation)		INF		$92.00		per dwelling			N		4	13,16, 17, 18
26-g	Attic Acces Door (includes weather-stripping and insulation)		INF		$40.00		per dwelling			N		4	13,16, 17, 18

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification*	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
26-h	Floor repair for Mobile Home Water Heater		INF		Cost of materials + $56.00 per hr. labor for 1 person max.		per dwelling			N		4	13,16, 17, 18
26-i	Door Shoe		INF		$20.00		per door			N		4	13,16, 17, 18
26-j	Backer Rod		INF		$.35 Ln.Ft		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
26-k	Glazing Compound		INF		$1.75 Ln.Ft		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
26-l	Seal Under Sink		INF		$15.00		per dwelling			N		4	13,16, 17, 18
26-m	Door	Solid Core Door (Includes 24", 28", 30", 32", 36", 1-3/8 or 1-3/4. Includes door	INF		$200.00		Per door			N		4	13,16, 17, 18
		Solid Core Lite Door (Includes 24", 28", 30", 32", 34", 36", 1-3/8 or 1-3/4)	NF		$250.00		per door			N		4	13,16, 17, 18
		Specialty			varies		cost of door plus 5% and labor						
		handle											
26-n	Entry Handle/Lockset/Deadbolt		INF		$47.00		per door						
26-o	5" Back set latch bolt		INF		$49.00		per door			N		4	13,16, 17, 18
26-p	Hinges	3-1/2" or 4" loose pin	INF		$9.00		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
		3 1/2" or 4", locking pin	INF		$11.00		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
26-q	Double Door Slide bolt		INF		$43.00		per door			N		4	13,16, 17, 18
26-r	Door or window casing		INF		$3.20		linear foot			N		4	13,16, 17, 18

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
26-s	Door jamb	Stock	INF		all $85.00, otherwise $5.00 per linear foot					N		4	13,16, 17, 18
		Stock, Rabetted Jamb	INF		all $90.00, otherwise $5.00 per linear foot		1 occurrence per dwelling; no maximum quantity			N		4	13,16, 17, 18
26-t	Door Stop		INF		$3.20 Ln. Ft		1 occurrence per dwelling			N		4	13,16, 17, 18
26-u	Striker Plate	Regular	INF		$17.00		per door			N		4	13,16, 17, 18
		Safety or Mag Type	INF		$25.00		per door			N		4	13,16, 17, 18
26-v	Lockset Brace		INF		$43.00		per door			N		4	13,16, 17, 18
26-w	Eave Vent		INF		$17.50		each			N		4	13,16, 17,18
26-x	Dormer Vent		INF		$50.00		each			N		4	13,16, 17,18
26-y	Turbine Vent		INF		$59.50		each			N		4	13,16, 17,18
26-z	Vent Screen		INF		$8.50		each			N		4	13,16, 17,18
26-aa	Silicone Caulking (crack or bb hole		INF		$8.50		per dwelling			N		4	13,16, 17,18
26-bb	Cabinet retrofits (built-in microwaves replaced only)		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
26 -cc	Fireplace chimney damper repair or installation.		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
26-dd	Patching holes in the building envelope that are too big to caulk (includes replacing attic/craw				Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
26-ee	Knob and tube wiring		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
26-ff	Minor roof repairs		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
26-gg	Mobile Home Skirting		INF		Cost of materials + $56.00 hr. labor for 1 person max.		1 occurrence per dwelling			N		4	13,16, 17, 18
27	Refrigerator Replacement	19 cu. ft. and below	EBL	LIHEAP	$875		1 replacement per dwelling			N		15	5, 20, 28
		Over 19 cu. ft.			$1000								
28	Sliding Glass Door	Repair	INF	LIHEAP	$600		1 repair per dwelling			N		15	
		Replacement			$1250		1 replacement per dwelling						
29	Thermostat	Manual	HCM	LIHEAP		$65 per thermostat	1 thermostat per dwelling	N				10	5, 25, 27
		Programmable				$157 per thermostat							
30	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	LIHEAP		$50 per cover	2 covers per dwelling		Y - whole # only			4	16

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
31	Water Heater Blanket		HWR	LIHEAP		$40 per blanket	1 blanket per dwelling	N				4	5
32	Water Heater Pipe Wrap		HWR	LIHEAP		$3 per lin ft	1 occurrence per dwelling; no maximum quantity		Y			10	5
33	Weatherstripping	Hinged Door	INF	LIHEAP		$30 per door	1 occurrence per dwelling; no maximum quantity		Y - whole # only			4	16
		Other				$2.10 per lin ft			Y				
34	Window Replacement		INF	LIHEAP	1238		1 occurrence per dwelling; no maximum quantity				Y - whole # only	10	17
SECTION	Optional												
35	Ceiling Fans		HCM	LIHEAP	$160, ($80 each, 2 per dwelling)		1 occurrence per dwelling; no maximum quantity				Y - whole # only	10	5
36	Exterior Water Pipe Wrap		HWR	LIHEAP		$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity		Y			10	5
37	Floor Foundation Venting		INS	LIHEAP	$360, Cost of Materials + $56./hr. labor for 1 person max		1 occurrence per dwelling; no maximum quantity				Y	20	5, 15
38	Floor Insulation	> 36" clearance	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity, Cost of Materials + $56./hr. labor for 1 person max				Y	20	5, 24
		< 36" clearance											
39	Microwave Oven, Grounding only (CAP approval required) $120		EBL	LIHEAP	Microwave Oven = $140 ; Grounding if needed = $120		1 oven per dwelling			N		10	5, 23, 26

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
40	Shadescreens		HWR	LIHEAP	$500 , Cost of Materials + $56./hr. labor for 1 person max		1 occurrence per dwelling; no maximum quantity				Y	4	5
41	Shutters		INF	LIHEAP		$6.00 per sq ft	1 occurrence per dwelling; no maximum quantity		Y			10	5
42	Storm Windows	Fixed, Glass Glazing	INF	LIHEAP		$12.40 per sq ft	1 occurrence per dwelling; no maximum quantity		Y			10	16
		Fixed, Polycarbonate				$18.40 per sq ft							
		Operable, Glass Glazing				$13.90 per sq ft							
		Operable, Polycarbonate				$21.40 per sq ft							
		Other			$750								16, 29
43	Timer, Electric Water Heater		HWR	LIHEAP		$100 per timer	1 timer per dwelling	N				4	5
44	Tinted Window Film		HWR	LIHEAP		$3.30 per sq ft	1 occurrence per dwelling; no maximum quantity		Y			4	5
45	Wall Insulation, Stucco and Wood		INS	LIHEAP		$1.05 per sq ft	1 occurrence per dwelling; no maximum quantity		Y			20	5
SECTION: Supplemental													
46	Permits		OTH	LIHEAP, ECIP HCS, Must provide copy of permit.			No max. quantity				N	If incurred	
47	HERS Rater		OTH	LIHEAP, ECIP HCS, must provide copy of report.			No max. quantity				N	If incurred	

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type*	Classification*	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		
48	Travel Credit	Single Multi (over 5 units)	TRA	LIHEAP, ECIP HCS, SWEATS		1 hour @ Approved Labor Rate + $10 $5.00 per dwelling	1 credit per wx, ECIP HCS or SWEATS dwelling	N				1 credit per reweatherized dwelling; 1 credit per reweatherized ECIP HCS dwelling	
49	Mileage Outside of 60-Mile Round Trip		TRA	LIHEAP, ECIP HCS, SWEATS		$0.80 per mile	No max quantity; 1 mileage charge per wx, ECIP HCS or SWEATS dwelling		N			No max quantity; 1 mileage charge per reweatherized dwelling; 1 mileage charge per reweatherized ECIP HCS dwelling	31

* Classification Key					
ADS	Assessment/Diagnostics	INF	Infiltration Reduction Measure	OTH	Other Weatherization Measure
DIS	Disaster Relief	EBL	Electric Baseload Measure	SWE	SWEATS
HSM	Health and Safety Measure	HWR	Hot Water Measure	TRA	Travel Reimbursement Measure
INS	Insulation Measure	HCM	Heating Cooling Measure		

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LIHEAP 2009 SUB PAYMENT SCHEDULE

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatherization - LIHEAP and EGIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Non-Quantity Limited		

Mileage

Contractor shall be credited one round trip travel surcharge for any one dwelling weatherized or any one dwelling receiving asseements and diagnostic testing where weatherization services could not be provided due to client refusal or inability to gain access to the dwelling.

Single Family Dwelling (SFD) Unit – Defined as one-unit, single-family dwelling or as a one-unit, single residential housing dwelling with two to four attached units.

Contractor may claim one travel surcharge equivalent to one (1) labor hour plus $10.00 for each completed, weatherized SFD Unit.

Contractor may claim mileage for each SFD completed unit in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of $0.80 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip, per completed SFD Unit. Mileage can only be claimed upon the completion of the SFD Unit.

Multi-Unit Dwelling (MUD) Unit - defined as a residential complex with five or more units.

Contractor may claim one MUD travel surcharge of $5.00 for each completed, individual, weatherized unit within a MUD complex.

Contractor may claim mileage for MUD Units completed in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of $0.80 for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip per day, for travel to a MUD complex in excess of 30 miles (one way) or 60 miles round trip, regardless of the number of individual completed units.

Map Quest will be used as the final source of documentation for verifying actual mileage. A copy of the Map Quest must be submitted with billing to verify mileage claimed.

2008 DOE
PAYMENT SCHEDULE

Prices are inclusive of all costs including, but not limited to materials, travel expense, labor, etc.

1. REIMBURSEMENT RATES FOR WEATHERIZATION AND HCS ACTIVITIES

A. Assessments/Diagnostics per Dwelling

Following the performance of all applicable dwelling assessment and diagnostic testing, all feasible Health and Safety Measures, Insulation Measures, and Mandatory Measures must be installed before Optional Measures are provided.

1)	Unit Assessments	
	Units with attics (CAP approval required)	$65.00 [1]
	Units without attics	$40.00 [1]
2)	Combustion Appliance Safety Test (when applicable)	
	Pre-Test	$70.00
	Post-Test	$40.00
3)	Blower Door Test (when applicable)	$50.00 [2]
4)	Duct Leakage Test (with Duct Blaster when applicable)	
	Pre-Test	$40.00 [3]
	Post-Test	$35.00 [3]

B. Health and Safety Measures per Dwelling

Health or Safety Hazard Repair or Replacement, per dwelling: (Indicate on the Weatherization Building Assessment and Job Order Sheet, CSD 540, or Contractor's equivalent, what health or safety conditions are to be addressed.) Includes the repair of unsafe conditions identified as "Required Repairs" in the CSD Weatherization Installation Standards (WIS) and Combustion Appliance Safety Inspection Form (CASIF).

1)	Carbon Monoxide Alarm, per dwelling	
	Line-cord or Hard-wired, one or more	Maximum $63.00 [4]
	Lithium Battery, one or more	Maximum $60.00 [4]
2)	Cooking Appliance	
	Gas Cooking Appliance,	
	Repair/Maintenance Maximum $288.00 or 50% of Replacement	Cost of materials + $47.00 hr. labor for I person max [5, 6, 7]

	Replacement, Range or Cook Top	Maximum $695.00 [5, 6, 7]
	Electric Cooking Appliance Repair/Maintenance Maximum $288.00 or 50% of Replacement [6, 7, 8]	Cost of materials + $47.00 hr. labor for I person max [5, 6, 7]
	Replacement, Range or Cook Top	Maximum $695.00 [5, 6, 7]
3)	Gas Water Heater Repair Maximum $335.00 or 50% of Replacement	Cost of materials + $47.00 hr. labor for I person max [5, 6, 7]
	Replacement, Closed Combustion	Maximum $670.00 [5, 6, 7]
	Replacement, Open Combustion	Maximum $670.00 [5, 6, 7]
4)	Heating Source Repair	
	Exterior Wall Direct Vent Furnace	Maximum $360.00 [5, 6, 7, 8]
	Forced Air Unit (FAU), Split System	Maximum $831.00 [5, 6, 7, 8]
	Floor Furnace	Maximum $432.00 [5, 6, 7, 8]
	Interior Wall Furnace	Maximum $396.00 [5, 6, 7, 8]
	Mobile Home Furnace	Maximum $504.00 [5, 6, 7, 8,]
	Other Types Not Listed	Max. $396.00 [5, 6, 7, 8, 9]
	Package Unit (Dual Pack)	Maximum $972.00 [5, 6, 7, 11, 12]
	Wood Fueled Appliance	Maximum $756.00 [6, 7, 8, 9, 10,] or 30% of Replacement for all heater types
5)	Heating Source Replacement	
	Exterior Wall Direct Vent Furnace	Maximum $1,200.00 [5, 6, 7]
	Forced Air Unit (FAU), Split System	Maximum $2,760.00 [5, 6, 7]
	Floor Furnace	Maximum $1,440.00 [5, 6, 7]
	Interior Wall Furnace	Maximum $1,680.00 [5, 6, 7]
	Mobile Home Furnace	Maximum $1,680.00 [5, 6, 7]
	Other Types Not Listed	Maximum $1,320.00 [5, 6, 7, 10]
	Package Unit (Dual Pack)	Maximum $4,000.00 [5, 6, 7]
	Wood-Fueled Appliance	Maximum $2,520.00 [5, 6, 7, 11, 12,]

C. MANDATORY MEASURES

Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not to be installed in priority order. All feasible Mandatory and Priority List Measures must be installed before Optional Measures.

INFILTRATION REDUCTION MEASURES

1)	Caulking, per dwelling Mobile Home Multi Unit Single Family	 $90.00 [14] $45.00 [14] $75.00 [14]
2)	Cover Plate Gaskets, per dwelling	$22.00 [14]
3)	Duct /Register Repair/Replacement, Maximum	$1,223.00 per dwelling Cost of materials + $47.00 hr. labor for 1 person max $30.00 each joint
4)	Glass Replacement & Window Repair per dwelling Maximum	 $350.00 [15] $7.00 sq. ft.
5)	Minor Envelope Repair, per dwelling	Maximum $887.00 [11, 14, 15, 16]
6)	Sliding Glass Door, per dwelling Repair Maximum $400.00	 Cost of materials + $47.00 hr. labor for person max
	Replacement	Maximum $900.00
7)	Weatherstripping, Hinged Exterior Door, per door	$27.00 [14]
8)	Weatherstripping, Other, per linear foot	$1.50 [14, 17]
9)	Window Replacement Maximum Average	$825.00 [15] Cost of materials + $47.00 hr. labor for 1 person max

Minor Envelope Repair, per dwelling Maximum $887.00 [11, 14, 15, 16]

Roof Mastic	$33.00 Dwelling
Wall Repair (tape joint compound, plaster)	$33.00 Dwelling
Wall Repair (stucco patch, plywood)	$33.00 Wall
Shower Adapter	$17.00 each
Shower Diverter Valve	$50.00 each
Shower Handle	$15.00 each

Door Threshold	31.00 each
Hinged Lid for Disappearing Stair Cover	$75.00 each
New Attic Access (includes weather-stripping and insulation)	$92.00 Dwelling
Attic Access Door (includes weather-stripping and insulation)	$40.00 Dwelling
Floor repair for Mobile Home Water Heater	Cost of materials + $47.00 hr. labor for 1 person maximum.
Door Shoe	$20.00 per door
Backer Rod	$.35 Ln.Ft.
Glazing Compound	$1.75 Ln. Ft.
Seal Under Sink	$15.00 Dwelling
Exhaust Fan Repair	Cost of materials + $47.00 hr. labor rate for 1 person max.
Replacement	Cost of materials + $47.00 hr. labor rate for 1 person max.

Solid Core Door (Includes 24", 28", 30", 32", 36", and 1-3/8 or 1-3/4. (Includes door sealant, new hinges, new door entry handle/lockset.)	$200.00 Door
Solid Core Half Lite Door (Includes 24", 28", 30", 32", 34", 36", 1-3/8 or 1-3/4). (Includes door sealant, new hinges, new door entry handle/lockset.)	$250.00 Door
Door Entry Handle/Lockset/Deadbolt	$47.00 Door
5" Back set latch bolt	$49.00 Door
Hinges 3-1/2" or 4" loose pin	$36.00 Door
Hinges 3-1/2" or 4" locking pin	$38.00 Door
Double Door Slide Bolt	$43.00 Door
Door or window casing	$3.20 Ln. Ft.
Door jamb stock	Replace all $85, otherwise $5.00 Ln. Ft.
Door jamb stock, rabetted jamb	Replace all $90, otherwise $5.00 Ln. Ft.
Door Stop	$3.20 Ln. Ft.
Striker Plate, regular	$17.00 Door
Striker plate, safety or mag type	$25.00 Door
Lockset Brace	$43.00 Door
Cabinet retrofits (built-in microwaves replaced only)	Cost of materials + $47.00 hr. labor for 1 person max.
Knob and tube wiring	Cost of materials

		+$47.00 hr. labor for 1 person max.
	Minor roof repairs	Cost of materials +$47.00 hr. labor for 1 person max.
	Mobile Home Skirting	Cost of materials +$47.00 hr. labor for 1 person max.

GENERAL HEAT WASTE MEASURES

1)	Evaporative Cooler/Air Conditioner Vent Cover, per cover	$45.00 [14]
2)	Hot Water Flow Restrictor, per device	
	Faucet Restrictor	$5.00 [4]
	Hand-Held Low-Flow Showerhead	$33.00 [4]
	Low-Flow Showerhead	$18.00 [4]
3)	Water Heater Blanket, per blanket	$25.00 [4]
4)	Water Heater Pipe Wrap,	$2.00 [4] per linear foot of pipe

ELECTRIC BASE LOAD MEASURES

1)	Compact Fluorescent Lamps	
	Hard-Wired, limit one per dwelling	Maximum $75.00 [4, 22]
	Thread-based Compact, Limit ten per dwelling	Maximum $8.00 per bulb [4, 22] Maximum of $80.00 per dwelling
2)	Electric Water Heater, per dwelling	
	Repair	Maximum $300.00 [4, 5, 7] or 50% of Replacement Cost of materials +$47.00 hr. labor for 1 person max.
	Replacement	Maximum $600.00 [4, 5, 7]
4)	Refrigerator Replacement (DOE, only if refrigerator manufactured after 1992)	
	19 cubic foot	Maximum $800.00 [4, 18, 22, 23]
	Over 19 cubic foot	Maximum $960.00 [4, 18, 22, 23]

PRIORITY LIST MEASURES

Contractor shall install all Priority List Measures where feasible in site-built single family dwellings and multi-unit dwellings with less than five units.

1)	Attic Venting, per dwelling DOE Zones 4 & 5 In conjunction with ceiling insulation only	Maximum $355.00 [4, 13]
	Combustion Air Venting	$30.00 per screen
	Combustion Air Venting thru Roof	
	1 vents (upper or lower)	$120.00 each
	2 vents (upper and lower)	$150.00 each
	Eave Vent	$19.00 each
	Dormer Vent	$75.00 each
	Turbine Vent	$75.00 each
	Vent Screen	$5.00 each
2)	Ceiling Insulation (DOE zones 4 & 5) (CAP approval required) R-11, R19, R30, R38	No Maximum limit [4] Cost of materials + $47.00 hr. labor
3)	Duct Insulation – All applicable CEC zones, if required by Title 24, per square foot	$.95 [4]
4)	Cooling Source Repair, DOE zone 5 only Evaporative Cooler, per dwelling or 50% of Repair/Maintenance Replacement for all cooler types	Maximum $488.00 [4, 5, 6, 8, 18]
5)	Cooling Source Replacement, DOE Zone 5 only Evaporative Cooler Installation, per dwelling	
	New Roof Unit	Maximum $975 [4, 5, 6, 7, 18, 19, 22]
	New Wall Unit	Maximum $850.00 [4, 5, 6, 7, 18, 19, 22]
	New Window Unit	Maximum $860.00 [4, 5, 6, 7, 18, 19, 22]
	Replace Roof Unit	Maximum $935.00 [4, 5, 6, 7, 18, 19, 22]
	Replace Wall Unit	Maximum $720.00 [4, 5, 6, 7, 18, 19, 22]
	Replace Window Unit	Maximum $720.00 [4, 5, 6, 7, 18, 19, 22]
6)	Floor Foundation Venting per dwelling In conjunction with floor insulation only (Crawl Space Venting) (DOE Climate Zones 1,2,3,5 only)	Maximum $360.00 Cost of materials [4, 13] +$47.00 hr. labor for 1 person max.

7)	Floor Insulation DOE Zone 4	Cost of material [4, 20] +$47.00 hr. labor for 1 person max.
8)	Kneewall Insulation – DOE Zones 4 & 5 R-11, R-19	Cost of material [4] +$47.00 hr. labor for 1 person max.
8)	Storm Windows, per square foot – DOE Zone 5 only	
	Fixed, Glass Glazing	$12.40 [14]
	Fixed, Polycarbonate	$18.40 [14]
	Operable, Glass Glazing	$13.90 [14]
	Operable, Polycarbonate	$21.40 [14]
	Other	Maximum $750.00 [14, 22]
9)	Thermostat, per dwelling – DOE Zone 4 & 5 Unless required by Title 24 – All Applicable CEC Zones Programmable	$157.00 [4, 21, 22]

Mileage[26]

Single Family Dwelling (SFD) Unit – Defined as one-unit, single-family dwelling or as a one-unit, single residential housing dwelling with two to four attached units.

Contractor may claim mileage for each SFD completed unit in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of $0.75 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip, per completed SFD Unit. Mileage can only be claimed upon the completion of the SFD Unit.

Multi-Unit Dwelling (MUD) Unit - defined as a residential complex with five or more units.

Contractor may claim mileage for MUD Units completed in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of $0.75 for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip per day, for travel to a MUD complex in excess of 30 miles (one way) or 60 miles round trip, regardless of the number of individual completed units.

Map Quest will be used as the final source of documentation for verifying actual mileage. A copy of the Map Quest must be submitted with billing to verify mileage claimed.

H. Footnotes Section

1. Unit assessments are charged for each completed unit in addition to applicable blower and/or duct testing.

2. Following a determination that no combustion byproduct hazards exist, preweatherization blower door testing for shell-sealing purposes is a mandatory activity on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement..

3. A duct leakage test using the Duct Blaster is a stand-alone test and may be performed in conjunction with the Blower Door Test for purposes of assessing outside air infiltration.

4. If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may apply the nonenvelope sealing measures identified by this note.

5. May be classified as a Health and Safety Measure if a safety exists. If no safety hazard exists, the measure may be installed as a Priority List Measure, Electric Base load Measure, or Optional Measure subject to the NEAT Energy Audit. Age of the appliance cannot be used a criterion for replacement.

6. If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Oven and Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled Space Heater installations. A copy of the finalized permit must be placed in client's file.

7. Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license.

8. Repairs include cleaning and filter replacement.

9. Costs that exceed the maximums in other categories of cooling and heating repairs and replacements cannot be charged to the line items reserved for other types of cooling and heating units not already listed.

10. Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.

11. Energy Conservation Measures and Activity Definitions are included in the CSD weatherization installation standards.

12. A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds thirty percent (30%) of replacement cost or existing unit is not a listed and labeled stove.

13. Per dwelling, attic and floor foundation venting may only be performed in conjunction with ceiling and floor insulation, respectively.

14. When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.

15. Costs that exceed the maximums in Glass Replacement cannot be charged to Minor Envelope Repair or Window Replacement. The maximum reimbursement for Window Replacement is an average of all dwellings receiving new windows. If costs should occur such that the average maximum is exceeded for Window Replacements, the additional costs cannot be charged to Minor Envelope Repair or Glass Replacement. See "Definitions" for Minor Envelope Repair.

16. When installing a Minor Envelope Repair Measure, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor.

17. Includes sliding glass doors. Does not include weatherstripping applied to attic and crawl space access hatches, to evaporative-cooler and air-conditioner covers, or to open combustion appliance enclosure doors. Expenditures for weatherstripping applied to covers and enclosure doors shall be charged under the appropriate appliance repair line item. When insulation is not installed, applies to access hatches and windows.

18. Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.

19. Electric Base Load Measures: Special training is a mandatory prerequisite for Contractors before performing Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement.

20. Crawl space height shall be documented on the Weatherization Building Assessment and Job Order Sheet.

21. Manual Thermostats may be installed only if the old thermostat is inoperable and may be installed in lieu of Programmable Thermostats if it is determined that the client receiving

such services will not be able to operate and maintain the Programmable Thermostat properly.

22. Contractors shall ensure the proper disposal of hazardous wastes products such as fluorescent light tubes, batteries, and mercury thermostats in accordance with the Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule.

23. CSD Policies and Procedures for electric base-load measures state that a replacement refrigerator may be replaced only if it was manufactured in 1992 or earlier. Documentation in the client file shall contain the manufacturer, make, and model of all replaced refrigerators.

24. May be used by those Contractors that find that the per-square-foot rate under the other storm window categories is too high in comparison to the actual cost of materials within its service area.

25. Do not perform if dwelling has an operable evaporative cooler.

26. Only mileage exceeding a 60-mile round trip to the job site is reimbursable. Mileage is a allowed once per weatherized dwelling and cannot be charged id the mileage is charged to LIHEAP weatherization for the same dwelling or multi-unit complex.

Attachment C

2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

WEATHERIZATION MEASURES/SERVICES/FEES	UNIT	MATERIAL	LABOR*	TOTAL
Door – 24", 28", 30", 32", & 36", Solid Core 1 3/8 or 1 3/4	PER DOOR			$90
Door – 34" & 42" Solid Core, 24", 28" 30", 32", 34", 36" Solid Core Half lite, 1 3/8" or 1 ¾"	PER DOOR			$142
Specialty Door	COST OF DOOR PLUS 5% AND LABOR	Cost + 5%		Varies
Lockset/Deadbolt	EACH			$29
5" back set latch bolt only	EACH			$15
Hinges, 3 ½" or 4", loose pin	EACH			$9.00
Hinges, 3 ½" or 4", locking pin	EACH			$10.75
Hinges, spring	EACH			$14.25
Double door slide bolt	PER DOOR			$10
Door or window casing including caulking	PER LIN. FT. FOR MATERIALS PLUS LABOR	$0.55	$14.50	Varies
Door jamb stock including caulking	PER LIN. FT. FOR MATERIALS PLUS LABOR	$2.08	$20	Varies
Door stop including caulking	PER LIN. FT. FOR MATERIALS PLUS LABOR	$0.44	$6.50	Varies
Striker plate, regular	PER DOOR			$5.25
Striker plate, safety or mag type	PER DOOR			$5.50
Lockset Brace	PER DOOR			$30.00
Eave Vent	EACH			$17.00
Dormer Vent	EACH			$48
Turbine Vent	EACH			$55.75
Vent Screen	EACH			$8
Roof Mastic	PER HOME			$11
Wall Repair (tape joint compound, plaster)	PER HOME			$31
Wall Repair (stucco patch or plywood)	PER HOME			33.25
Shower Adapter	EACH			$4.00
Shower Diverter Valve	EACH			$28
Window Set Assembly	COST OF WINDOW PLUS 5% AND LABOR	Cost + 5%	$43.00	Varies
Silicone Caulking (crack or bb hole)	PER HOME	$1.00	$7.25	$8.25

WEATHERIZATION MEASURES/SERVICES/FEES	UNIT	MATERIAL	LABOR*	TOTAL
Glazing Compound per window-from sash to sash	PER WINDOW	$2.25	$7.00	$9.25
Glass: D.S. or S.S. including glazing compound	PER SQUARE FT. FOR MATERIALS PLUS LABOR	$2.25	$34	Varies
Glass: Tempered or Polycarbonate including glazing compound	PER SQUARE FT. MATERIALS PLUS LABOR PER SASH	$3.75	$38.67	Varies

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2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

Glass: Specialty	COST OF GALSS PLUS 5% AND LABOR	Cost + 5%	$34	Varies
Louvered (jalousie) Windows	PER LOUVER			$7.75
Hinged Lid for Disappearing Stair Cover	EACH			$38.00
New Attic Access (24" x 30")	EACH			$63.00
Utility Penetration	PER HOME			$9.00
Attic Access Door	EACH			$25.50
Attic Insulation – R30	PER SQUARE FT.			$0.72
Attic Insulation – R19	PER SQUARE FT.			$0.57
Attic Insulation – R13 (knee wall)	PER SQUARE FT.	N/A	N/A	$0.41
Caulking per L.F. (maximum of 100' without Company approval)	PER LN. FT.			$0.32
Door Weather-stripping & Caulking	EACH			$37.50
Door Threshold	EACH			$17.00
Door Shoe	EACH			$15.00
Foam Tape (FAU Closet and Sliding Door	EACH			$8.75
Low Flow Showerhead	EACH			$13.50
Hand Held Showerhead	EACH			$28.50
Water Heater Blanket – Individual	EACH			$42.00
Water Heater Blanket – Central	EACH			$70.00
Faucet Aerators	EACH			$5.25
Duct Repair – in conjunction with Ceiling Insulation	PER JOINT			$17.50
Switch & Outlet Gaskets & Covers	PER HOME			$7.00
Evaporative Cooler Cover (maximum of 2 installed)	EACH			$29.50
Air Conditioner Cover (maximum of 2 installed)	EACH			$29.50
Pipe Insulation	PER HOME			$16.00
Natural Gas Appliance Testing (NGAT)	PER HOME			$28.50
Natural Gas Appliance Testing (NGAT - Leveraging)	PER HOME			$1.00
Exhaust Vent	PER VENT			52
Dryer Vent	PER VENT			52
Combustion and Ventilation Air (CVA)	PER APPLIANCE			$52.00

WEATHERIZATION MEASURES/SERVICES/FEES	UNIT	MATERIAL	LABOR*	TOTAL
Outreach and Intake - Qualified by SCG	PER HOME			$43.00
Outreach and Intake - Qualified by other IOU	PER HOME			$25.00
Outreach and Intake –Self Certification	PER HOME			$38.00
Outreach and Intake –Treated Home (does not meet the combined three measure minimum due to NGAT)	PER HOME			24
Assessment- three or more gas measures but meet three measure minimum with electric measures	PER HOME			$30.00
Assessment- less than three gas measures but meet three measure minimum with electric measures	PER HOME			$15.00
Assessment- high level assessment completed by inastallation crew when outreach is performed by different	PER HOME			$10.00
In-Home Energy Education	PER HOME			$15.00
Data Entry or Invoicing Error Rate (Based on % of Annual Allocation)		Greater Than 5%	5.1% to 10%	Over 10%
Amin & Program Support Services (Outreach and Installation completed by same contractor	PER HOME	$28.50	$25.50	$22.00
Amin & Program Support Services (Outreach and Installation completed by different contractor	PER HOME	$14.00	$13.00	$12.00

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2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

*** FURNACE REPLACEMENT (with prior CAP Riverside approval). All prices include flue CO test.**

WALL AND FLOOR UNITS	UNIT	TOTAL
Single Wall Furnace	Each	$1,385.00
Double Wall Furnace	Each	$1,500.00
Direct Vent	Each	$1,150.00
Floor Furnace – 30K BTU	Each	$1,385.00
Floor Furnace – 50K BTU	Each	$1,385.00
Remove Floor Furnace (single	Each	$150.00
Remove Floor Furnace (Dual)		$200

FORCED AIR UNITS

	UNITS	SINGLE 80%	Mobile 80%
FAU Horizontal Units (Attic)	Each	$1,500.00	
Upflow Closet FAU – Up to 120K BTU	Each	$1,490.00	$1,645
Downflow Closed Combustion MH FAU– Up to 120K BTU - SHORT	Each		$1,490.00
Downflow Closed Combustion MH FAU– Up to 120K BTU- TALL	Each		$1,547.00
Install a Platform	Each	72	
Install a Light	Each	72	

MISC		
Permit	Each	Actual Cost
Free Standing Kit	Each	100
Rear Kit (Single Wall)	Each	55

FURNACE REPAIRS

All parts prices include labor and material

Reimbursement fee is rounded to nearest $.25.

Additional fee of $61.55 per repair shall be added to installed parts when invoicing ($51.55 trip charge and $10 flue CO test).

Floor/Wall Furnace Parts (repair invoice cost not to exceed $450 without written consent from Company)

Part	Total
Gas Valve/millivolt	$162.00
High Limit/Vent Switch	$50.80
Line Valve	$21.50
Flex Connector	$21.50
Pilot Assembly	$49.00
Pilot Assembly w/Genator	$73.00
Pilot Generator/Cartridge	$42.00
Pilot Tubing	$16.00
Regulator	$42.00
Thermocouple 24"	$20.00
Thermostat	$51.50
Thermostat Wires	$18.00
Raceway	$28.00
Vent Cap	$26.00
Floor Furnace Repair Fee	$24.00
4" Vent Pipe 8' or Less	Material = $7.95/foot + $17.25 labor
4' Vent Offsett	32

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2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

FAU Parts (repair invoice cost not to exceed $500 without written consent from Company)	
Part	**Total**
Circuit Board	$100.00
Fan Motor	$132.00
Fan Relay	$22.00
Fan Switch (temp actuated)	$32.50
Flame Sensor	$49.00
Gas Control Valve- Millivolt	$162.00
Gas Control Valve- 24 volt	$114.00
Gas Control Valve- 5 wire gas valve	$158.00
Gas Control Valve- "Smart valve"	$203.00
Hot Surface Igniter	$48.00
Ignition Module	$163.00
Line Valve	$21.50
Flex Connector	$21.00
Pilot Assembly	$49.00
Thermocouple 24"	$20.00
FAU- Non-programmable thermostat	$71.00
FAU- Programmable thermostat	$85.00
Thermostat Wires	$35.00
Transformer	$28.00
Vent Cap	$26.50
Filter	$18.00
4" vent pipe- 8 feet or less	Material = $7.95/foot + $17.25 labor
4" vent offset	$32.00
Electrode	$43.00
Raceway	$28.00

Furnace Repair for Parts/Material Not Listed Above (use labor rate of $51.55/hr)	
Material Cost	Markup
0-$50.00	100%
$50.01-$150.00	75%
Over $150.00	50%

- For parts not listed, a document on vendor letterhead showing part and price must be included with the invoice

DUCT TESTING AND SEALING

SERVICES/FEES	UNIT	MATERIAL	LABOR	TOTAL
Duct Testing	p/home	-	-	$98.00
Duct Sealing - 60 minutes or less	p/home	Inc in total	-	$98.00
Duct Sealing - 61-90 minutes	p/home	Inc in total	-	$148.00
Duct Sealing - greater than 90 minutes	p/home	Inc in total	-	$197.00
Admin Fee	$10/home	-		$9.00

- "TOTAL" column is rounded to nearest $1.00

DUCT BOARD INSTALLATION

SERVICES/FEES	UNIT	MATERIAL	LABOR	TOTAL
Duct Board Installation	p/home when applicable			$56.75

Note: Minor caulking/sealing of the platform is not considered "Duct Board Installation".
- "TOTAL" column is rounded to nearest $.25.

WATER HEATER REPAIR & REPLACEMENT

Water Heater	Replacement Price	Repair Price - Wx Crew
All sizes	$760 (includes cost of appliance, incidentals, flue CO test and installation).	$100
Permit	Actual Cost	

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2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISSTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHDULE

WATER HEATER ENCLOSURE, SLAB AND STAND

Shall only be done in conjunction with water heater replacement

SERVICES/FEES	UNIT	MATERIAL	LABOR	TOTAL
24" Enclosure	each			$172.00
30" Enclosure	each			$182.00
24" Slab	each			$33.00
30" Slab	each			$62.00
24" Stand	each			$73.00
30" Stand	each			$83.00

MISCELLANEOUS APPLIANCE ITEMS

Furnace Repair- Applicable only when furnace fails CO test or is INOP and does not require parts to make operational (Includes labor and flue CO Test).	$85
Dual Pacs - Repair Exceeds Cap	$75
Appliance jobs canceled by customer - Requires customer signed waiver	$50
Return trip to customer home when appliance is beyond the warranty period. Requires DAP approval prior to returning to customer home.	$50