

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

770



**SUBMITTAL DATE:**  
July 29, 2010

**FROM:** Community Action Partnership of Riverside County

**SUBJECT:** Department of Energy - American Recovery and Reinvestment Act of 2009 Agreement #09C-1830 and Master Weatherization Agreements

**RECOMMENDED MOTION:** That the Board of Supervisors approves and;

1. Authorize the Chairman, on behalf of the Board, to sign and accept all future additional funding up to \$5,000,000 under the Department of Energy – American Recovery and Reinvestment Act of 2009 Agreement #09C-1830 (DOE-ARRA) between the State of California, Department of Community Services and Development (CSD) and Community Action Partnership of Riverside County (CAP Riverside), not to exceed \$13,000,000 for the term June 30, 2009 through August 30, 2012.
2. Authorize the Purchasing Agent to sign ministerial amendments to the DOE-ARRA Agreement #09C-1830 not to exceed the authorized program amount of \$13,000,000;
3. Authorize an increase to the aggregate amount allocated to weatherization contractors from \$4,000,000 to \$6,000,000 annually;
4. Authorize extending the period of performance for the existing weatherization contractors to August 30, 2012; and
5. Authorize the Purchasing Agent or designee to sign all renewals and amendments to the Master Weatherization Agreements.

Continued (2-pages total)

*[Signature]*  
Maria Y. Juarez, CCAP, Deputy Director for  
Lois J. Carson, CCAP, Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

<b>SOURCE OF FUNDS:</b> 100% Federal – American Recovery and Reinvestment Act of 2009	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

*[Signature]*  
BY: Debra Courmoyer  
Debra Courmoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: August 10, 2010  
xc: CAP, Purchasing

Kecia Harper-Ihem  
Clerk of the Board

By: *[Signature]*  
Deputy

3.11

Prev. Agn. Ref.: 6/2/09 (#3.19)

District: All

Agenda Number:

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* 7/27/10  
 MARSHAL VICTOR  
 DATE  
 Purchasing, *[Signature]* Assistant Director  
 Departmental Council

**FROM:** Community Action Partnership  
of Riverside County

**DATE:** July 29, 2010

**SUBJECT:** Department of Energy –  
American Recovery and Reinvestment Act of 2009  
Agreement #09C-1830 and Master Weatherization  
Agreements

**PAGE:** 2 of 3

**BACKGROUND:**

DOE-ARRA Agreement #09C-1830

On June 2, 2009 (#3.19), the Board of Supervisors adopted Resolution #2009-190 to approve Community Action Partnership of Riverside County's (CAP Riverside) Local Plan for the Department of Energy Weatherization Assistance Program, American Recovery and Reinvestment Act of 2009 (DOE-ARRA) and authorized: 1) the Chairman of the Board to sign all subsequent DOE-ARRA Agreements #09C-1830 with the Department of Community Services and Development (CSD), not to exceed \$8,000,000; 2) The Purchasing Agent to sign ministerial amendments not to exceed \$8,000,000; and 3) The Executive Director of CAP Riverside to sign assurances, exhibits, and reports under the agreement for the DOE-ARRA, and administer the program.

On June 15, 2009, the Chairman of the Board signed the DOE-ARRA Agreement #09C-1830 for the initial allocation of \$470,396, for the term June 30, 2009 through September 30, 2011.

On October 22, 2009, the Purchasing Agent signed Amendment #1 to the DOE-ARRA Agreement #09C-1830 to: 1) increase the initial allocation to \$3,803,748, an increase of \$3,333,352; and 2) modify terms and conditions specific to the ARRA.

On February 9, 2010, the Purchasing Agent signed Amendment #2 to the DOE-ARRA Agreement #09C-1830 to: 1) modify terms and conditions specific to the ARRA; and 2) extend the end of the term of the agreement from September 30, 2011 to March 31, 2012;

On April 5, 2010, the Purchasing Agent signed Amendment #3 to the DOE-ARRA Agreement #09C-1830 to modify terms and conditions specific to the ARRA.

On June 29, 2010, the Purchasing Agent signed Amendment #4 to the DOE-ARRA Agreement #09C-1830 to increase the maximum contract amount from \$3,803,748 to \$4,803,748, an increase of \$1,000,000.

CSD has indicated that up to \$5,000,000 in additional DOE-ARRA funding may be made available to CAP Riverside for a total of \$13,000,000.

**FROM:** Community Action Partnership  
of Riverside County

**DATE:** July 29, 2010

**SUBJECT:** Department of Energy –  
American Recovery and Reinvestment Act of 2009  
Agreement #09C-1830 and Master Weatherization  
Agreements

**PAGE:** 3 of 3

**BACKGROUND (Continued):**

Master Weatherization Agreements:

On December 3, 2007, CAP Riverside in conjunction with County Purchasing issued a formal Request for Qualifications (RFQ) #CAARC-008 to solicit proposals for Home Weatherization and Repair Services. RFQ notices were sent to over 200 potential vendors and advertised on the Internet. An evaluation committee reviewed, scored and recommended vendors for funding.

To date, the Board has:

1. Approved ten (10) Weatherization contractors:
  - Ace and Sons Construction, Inc (# 3.48, 2/26/08)
  - James D. Restoration and Construction (# 3.48, 2/26/08),
  - The Vasquez Group (#3.26, 4/1/08)
  - Ecowize (formerly doing business as B.A.B. Contracting) [#3.12, 3/31/09]
  - Hopkins Construction (#3.12, 3/31/09)
  - David Starrett Construction (#3.7, 4/28/09)
  - Synergy Companies (#3.12, 5/19/09)
  - Energy Services Partnership, Inc. (#3.12, 5/19/09)
  - Hawaii Blue Construction (#3.23, 9/1/09); and
2. Authorized the Purchasing Agent to sign ministerial amendments and exercise the option to renew annually for up to three (3) years.

In anticipation of receiving additional DOE-ARRA funding and to insure qualified contractors are available to perform weatherization services in Riverside County, CAP Riverside requests the Board to: 1) approve increasing the aggregate amount allocated to the contractors annually from \$4,000,000 to \$6,000,000; 2) authorize the extension of the period of performance for each contractor through August 30, 2012; and 3) authorize the Purchasing Agent to exercise annual renewal options and sign ministerial amendments through August 30, 2012.

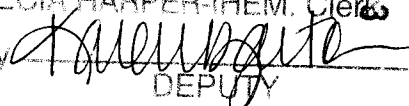
**FINANCIAL IMPACT:** No County General Funds will be required. Upon receipt of an amendment for additional funding, CAP Riverside will prepare budget adjustments through the normal budgeting process.

LJC:MYJ:KA:jb


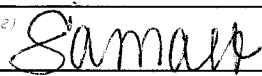

AGREEMENT NUMBER <b>09C-1830</b>	AMENDMENT NUMBER <b>5</b>
REGISTRATION NUMBER <b>eP 1091036.5</b>	

1. This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY'S NAME  
**Department of Community Services and Development**  
 CONTRACTOR'S NAME  
**Community Action Partnership of Riverside County**
2. The term of this Agreement is : **June 30, 2009 through March 31, 2012**
3. The maximum amount of this Agreement is: **\$ 7,806,100.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  1. The maximum amount of this Agreement payable to Contractor by the State has changed from \$4,803,748.00 to \$7,806,100.00, reflecting an increase of \$3,002,352.00.

RECEIVED  
 CONTRACT SERVICES UNIT  
 2011 FEB 16 AM 6:43

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By   
 DEPUTY

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>  CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>Community Action Partnership of Riverside County</b> BY <i>(Authorized Signature)</i>  PRINTED NAME AND TITLE OF PERSON SIGNING <b>BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS</b> ADDRESS 2038 Iowa Ave. Suite B-102. Riverside, CA 92507 STATE OF CALIFORNIA AGENCY NAME <b>Department of Community Services and Development</b> BY <i>(Authorized Signature)</i>  PRINTED NAME AND TITLE OF PERSON SIGNING <b>Leisa Maestretti, Chief Financial Officer</b> ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833	<b>CALIFORNIA</b> <b>Department of General Services</b> Use Only  I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services' approval.    <input type="checkbox"/> Exempt per _____
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FORM APPROVED COUNTY COUNSEL  
 BY  2/6/11

2011-3-106128 . 8-10-2010 311

2. ARRA EXHIBIT A, 2009 DOE WAP, is changed as follows in the attached ARRA EXHIBIT A, 2009 DOE ARRA WAP.
3. ARRA EXHIBIT D, 2009 DOE WAP, is changed as follows in the attached ARRA EXHIBIT D, 2009 DOE ARRA WAP.
4. ARRA EXHIBIT E, 2009 DOE WAP, is changed as follows in the attached ARRA EXHIBIT E, 2009 DOE ARRA WAP.
5. EXHIBIT A, 2009 DOE WAP, is changed as follows in the attached EXHIBIT A, 2009 DOE ARRA WAP.
6. EXHIBIT B, 2009 DOE WAP, is changed as follows in the attached EXHIBIT B, 2009 DOE ARRA WAP.
7. EXHIBIT B, Attachment I, 2009 DOE WAP, is changed as follows in the attached EXHIBIT B, Attachment I, 2009 DOE ARRA Weatherization Budget, 2009 DOE ARRA WAP.
8. EXHIBIT B, Attachment II, 2009 DOE WAP, is changed as follows in the attached EXHIBIT B, Attachment II, Reimbursements for Weatherization Activities, 2009 DOE ARRA WAP.
9. EXHIBIT D, 2009 DOE WAP, is changed as follows in the attached EXHIBIT D, 2009 DOE ARRA WAP.
10. EXHIBIT D, Attachment IV, 2009 DOE WAP, is added as follows in the attached EXHIBIT F, Attachment IV, U.S. Department of Labor – California Residential Wage Determination, 2009 DOE ARRA WAP.
11. EXHIBIT E, 2009 DOE WAP, is changed as follows in the attached EXHIBIT E, 2009 DOE ARRA WAP.
12. EXHIBIT F, 2009 DOE WAP, is changed as follows in the attached EXHIBIT F, 2009 DOE ARRA WAP.
13. EXHIBIT F, Attachment I, 2009 DOE WAP, is added as follows in the attached EXHIBIT F, Attachment I, Expenditure and Production Worksheet DOE ARRA WAP.
14. EXHIBIT F, Attachment III, 2009 DOE WAP, is added as follows in the attached EXHIBIT F, Attachment III, Training Requirements Matrix DOE ARRA WAP.
15. EXHIBIT F, Attachment IV, 2009 DOE WAP, is added as follows in the attached EXHIBIT F, Attachment IV, DOE-Approved Priority List, 2009 DOE ARRA WAP.

All other terms and conditions shall remain unchanged.

**2009 ARRA DOE WAP Amendment**  
**Replacement Pages**  
**Effective 12/31/10**

- ARRA EXHIBIT A, 2009 DOE WAP, is changed as follows in the attached ARRA EXHIBIT A, 2009 DOE ARRA WAP.
- ARRA EXHIBIT D, 2009 DOE WAP, is changed as follows in the attached ARRA EXHIBIT D, 2009 DOE ARRA WAP.
- ARRA EXHIBIT E, 2009 DOE WAP, is changed as follows in the attached ARRA EXHIBIT E, 2009 DOE ARRA WAP.
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All other terms and conditions shall remain unchanged.

**ARRA EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

1. ARRA PROVISIONS

The Department of Energy Weatherization Assistance Program has been established, funded and administered under the provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), and is subject to the guidance, directives and applicable laws and regulations of the Federal Government and the State of California. The parties recognize and agree to the following underlying principles, which shall form the framework for implementation of ARRA and the subject program.

WHEREAS:

- ARRA is a comprehensive, yet targeted, response of the Federal Government to the severe and adverse economic conditions prevailing in the United States of America;
- These conditions require urgent and immediate action by and among many segments of society and the national economy;
- ARRA and the subject program are intended to stimulate economic activity and job growth in the communities served by the parties; and
- The Office of Management and Budget (OMB) has established special transparency and accountability requirements for all Federal programs that involve ARRA funding; and
- The urgency of the economic conditions is such that some of the requirements and elements of the subject program have not been fully elaborated by the Federal Government and, as a consequence, the needed enabling measures and actions by the State of California are in preliminary form;

IT IS THEREFORE AGREED:

- A. That the parties shall be guided by and subject to the provisions of ARRA, ARRA-related legislation, and all Federal and State regulations, directives, guidance and circulars issued for the purpose of implementing the ARRA program (hereinafter "ARRA Obligations");
- B. Because some requirements of the ARRA program lack specificity, particularly with regard to, but not limited to, reporting requirements, funding allocations, timeframes and the like, CSD shall provide Contractor with specific ARRA requirements as they are issued or are otherwise made available to CSD by the Federal Government, which requirements shall be binding on the Contractor as a condition of the Contractor's participation in the ARRA program, and as a condition of receipt of funds under the program, PROVIDED:

**ARRA EXHIBIT A  
(Standard Agreement)**

- 1) That such additional requirements shall be issued by CSD in writing in the form of "CSD DOE ARRA Guidance No. XX" posted at <http://www.csd.ca.gov/Recovery/Recovery.aspx>.
  - 2) That such additional requirements shall be issued by CSD in most timely and expeditious manner practicable;
  - 3) That such additional requirements shall be reasonably necessary to satisfy the Contractor's and CSD's ARRA Obligations and to realize the purposes of ARRA;
  - 4) That major and material changes in the ARRA program and/or ARRA requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their ARRA Obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;
  - 5) That the parties' failure to execute a mutually acceptable amendment, as contemplated in subparagraph B., 4) above, in a reasonable period of time, given the exigencies of the ARRA program, shall result in this Agreement's being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and
  - 6) That upon CSD's good faith determination, delivered to the Contractor by written notice, that Agreement between the parties to any necessary amendment as contemplated in subparagraph B., 4) above, cannot be achieved, then this Agreement shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under Federal and State law.
- C. That the Contractor shall, in accordance with such governing laws, charter, articles, bylaws, ordinances, rules and procedures as are applicable to the Contractor, issue resolutions for the approval of this Agreement which may address the unique nature of ARRA program requirements and ARRA Obligations and which may create provisional or conditional authorizations or approvals that are subject to further elaboration and/or determination as contemplated in subsection B. above., to include, but not limited to grant amounts, and such other provisions which may, during the term of this Agreement, be altered or adjusted as a result of actions by the Federal and State Governments in accordance with ARRA and ARRA Obligations. Should the Contractor be obligated under its own procedure to amend or reissue such resolutions as are contemplated herein, it shall provide a copy of such resolution to CSD as soon as is practicable.



**ARRA EXHIBIT A  
(Standard Agreement)**

- D. That for the purpose of ensuring full compliance with ARRA and ARRA Obligations, CSD may initiate training and technical assistance, special audits, monitoring visits and requests for ARRA program-related information, which Contractor shall provide and/or accommodate in a timely fashion.
- E. That should Contractor fail to assist and cooperate with CSD in its oversight functions as provided in subparagraph D., or should CSD determine Contractor has not met its obligations under this Agreement, the parties agree to the following:
- 1) CSD may issue a written, detailed finding and directive, advising Contractor of its failure to meet its obligations, which directive shall specify a time certain within a reasonable period of time, given the urgency and time constraints associated with ARRA, in which Contractor must be in full compliance with the directive;
  - 2) In response to Contractor's failure to comply with the finding and directive in accordance with subparagraph E. 1) above, CSD may suspend ARRA program payments to Contractor as provided herein until such time as Contractor is in compliance;
  - 3) Should Contractor dispute CSD's finding, it shall within 15 days of receipt of the finding deliver a written rebuttal to CSD which CSD shall evaluate and respond to within ten days, stating whether the finding shall be revoked, amended or enforced;
  - 4) Any suspension of ARRA payments as provided in subparagraph E. 2) above shall be conditioned upon CSD providing the Federal funding agency with copies of its finding(s) and directive(s) together with Contractor's rebuttal(s);
- F. Notwithstanding the provisions of paragraph E., above, Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in sub-paragraphs E, should Contractor determine that any subsequent grant guidance or proposed amendment to the contract is unjustifiably onerous or otherwise inimical to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner.
- 1) Such notice of termination shall be in writing and shall be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.

**ARRA EXHIBIT A  
(Standard Agreement)**

- 2) Notice shall contain a statement of the reasons for termination with reference to the specific provision(s) in the grant guidance or proposed amendment in question.

Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the grant guidance and contract provisions in effect at the time the cost was incurred.

- G. That the Federal Office of Management and Budget (OMB) has designated all federal programs with ARRA expenditures as "high risk" due to the new transparency and accountability requirements, as well as the need to prevent fraud, waste and abuse in the administration of ARRA programs. In addition, the federal awarding agencies for ARRA funding and the California Recovery Act Task Force have issued directives to State administering agencies such as CSD to eliminate or mitigate risk of fraud, waste and abuse. Accordingly, CSD may, at its discretion, impose such special conditions on Contractor as it reasonably deems necessary to fulfill its oversight responsibilities and to ensure compliance with the letter and intent of ARRA and applicable federal and state law. The special conditions imposed may require Contractor to provide additional reports and information or otherwise assist and cooperate with CSD in its oversight functions as provided in ARRA, OMB Guidance, the CSD ARRA DOE WAP Contract and this amendment. Such special conditions will be issued to Contractor on CSD letterhead and under the signature of the Director or his designee, and shall be binding on Contractor and become a material requirement of performance under the Agreement. Should Contractor fail to meet the requirements of any special conditions imposed, CSD may withhold ARRA funding, cancel, terminate or suspend the ARRA DOE WAP contract in accordance with the provisions of the contract, this amendment and applicable federal and state law.
- H. That Contractor shall, to the extent practical and feasible, include in all informational materials made available to the general public, including but not limited to newsletters, bulletins, fliers, advertisements, forms and signs, the following phrase: "This project, program or service is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 in cooperation with the California Department of Community Services and Development."
- I. Notwithstanding Section 4 of ARRA Exhibit C, DOE has confirmed that the DOE WAP ARRA program is not subject to this more general ARRA requirement. Therefore, Contractor is not bound by the requirement to use American iron, steel and other manufactured goods as stated at Section 1605 of ARRA. However, Exhibit E, 6.B. shall continue to be in effect during the duration of this contract.

**ARRA EXHIBIT A  
(Standard Agreement)**

2. PURPOSE

- A. The initial Agreement issued June 30, 2009 permitted Contractor to conduct start-up activities to prepare to provide Weatherization (WX) assistance to eligible participants residing in the service area described in Exhibit A, Section 6., pursuant to Title 42 of the United States Code (U.S.C) Section 6861 et seq., as amended, and 10 Code of Federal Regulations (CFR), Part 440, as amended, the Department of Energy Weatherization Assistance Program (DOE WAP) for low-income persons.

It also permitted limited Outreach and Client Education/Counseling Services, Training and Technical Assistance and procurement of vehicles, field equipment and services. Intake and Direct Program Activities were not allowed under the ramp-up of the program covered by the initial Agreement.

- B. Under this Amendment, Contractor agrees to perform expanded Outreach and Client Education/Counseling Services, Intake and Direct Program Activities. Direct Program Activities are contingent upon receipt and approval of Contractor's Davis-Bacon Wage Plan as referenced in ARRA Exhibit D.

3. ORDER OF PRECEDENCE

In the event of any inconsistency among any provisions of this Agreement, the American Recovery and Reinvestment Act of 2009, Public Law 111-5 shall take precedence over the non-ARRA Exhibits A through H.

It is the intent of the parties that this Amendment shall supersede the 2009 ARRA DOE Contract issued on June 30, 2009 ("Contract"), provided however that the provisions of the Contract that are not inconsistent with this Amendment or that are otherwise intended to survive, shall remain in full force and effect.

4. SEPARATE ACCOUNTING

Grantees must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding sources as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

**ARRA EXHIBIT A  
(Standard Agreement)**

5. PERFORMANCE RESULTS

Contractor shall report performance results consisting of the number of jobs created and jobs retained as a result of the expenditure of ARRA funds. Contractor shall designate all required performance measures in the CSD approved DOE ARRA Local Plan as referred to in ARRA Exhibit B.

6. LEGAL AUTHORITY

Title IV, Energy Conservation and Production Act, as amended, authorizes the Department of Energy to administer the Weatherization Assistance Program. All grant awards made under this Program shall comply with applicable law including regulations contained in 10 CFR Part 440 (issued February 1, 2002), the Energy Policy Act of 2005, the Energy Independence and Security Act of 2007, the American Recovery and Reinvestment Act of 2009 and other procedures applicable to this regulation as DOE may, from time-to-time, prescribe for the administration of financial assistance

7. SCHEDULE OF ATTACHMENT

The following attachment to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I 2009 Service Areas for Counties with Multiple Agencies

**ARRA EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS PROVISIONS: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

1. AUDITING STANDARDS AND REPORTS

Contractors falling below the federal funding threshold that mandates a single agency-wide audit in accordance with OMB Circular -133 shall:

- A. submit an annual program-specific audit within nine months of the end of the Contractor's fiscal year, and
- B. be subject to an audit and/or other fiscal or program-specific review conducted by CSD or its agents, upon reasonable written notice.

2. SPECIAL PROVISIONS – PERFORMANCE-BASED REQUIREMENTS

- A. CSD shall review Contractor's achievement of goals established in the Contractor's DOE ARRA Local Plan including but not limited to costs eligible under the terms of this Agreement. Contractor's DOE ARRA Local Plan shall be modified to achieve all performance or fiscal benchmarks that may be set or modified by U.S. DOE.
- B. At the conclusion of each monthly period of the contract term, CSD shall review Contractor's achievement of goals, and if they are not being achieved, CSD shall notify Contractor that contract goals are not being met and Contractor shall be required to provide an immediate resolution.
- C. Failure to submit any monthly report by the fifth calendar day pursuant to Exhibit ARRA B, Subdivision B, shall be deemed noncompliance.
- D. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the Contractor has established a pattern of non-achievement of goals. The Contractor shall have to meet all goals inclusive to the next one-month period.
- E. The term of this agreement will be no longer than twenty-seven (27) months. Contractor's request for an extension based on inability to expend funds will not be granted. However, the Director, at his or her sole discretion, may extend the contract term up to thirty (30) months or longer based on extenuating circumstances that occurred beyond the control of the Contractor. Contractor shall request the time extension in writing at least 30 days prior to the expiration of the Agreement. In no circumstance may the Agreement be extended beyond March 30, 2012.

**ARRA EXHIBIT D  
(Standard Agreement)**

3. SPECIAL CONDITIONS – FISCAL PERFORMANCE REQUIREMENT

- A. Adequate fiscal performance will be the achievement of the Contractor's expenditure benchmarks as outlined in the Contractor's approved DOE ARRA Local Plan. The approval of the Contractor's expenditure goals is contingent on CSD's evaluation and achievement of statewide expenditure goals and any program or fiscal benchmarks set or modified by U.S. DOE.
- B. CSD shall review Contractor's achievement of goals each month.
- C. At the conclusion of each monthly period of the contract term, CSD shall review Contractor's achievement of goals, and if they are not being achieved, CSD shall notify Contractor that contract goals are not being met and Contractor shall be required to provide an immediate resolution.
- D. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the Contractor has established a pattern of non-achievement of goals. The Contractor shall have to meet all goals inclusive to the next one-month period.
- E. If, at the conclusion of the September 30, 2010 reporting period, the Contractor has failed to achieve the intended level of expenditure as outlined in the Contractor's approved DOE ARRA Local Plan, the State shall enter into negotiations with the Contractor to assess a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contra. If a determination results in unexpended funds becoming available, the State will redistribute such funds to an eligible performing Contractor within the general geographic region of the Contractor-of-record. In the event a performing Contractor does not exist in the general geographic region, then the State shall reserve the right to redistribute funds to a performing Contractor within the state. If negotiations result in a modified expiration of the contract, EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, SECTION 1. BUDGET, ITEM A. shall prevail.

4. SPECIAL CONDITIONS – DAVIS BACON REQUIREMENTS

- A. The Federal Department of Energy (DOE) standard provisions concerning the Davis-Bacon Act, found in attachment II of this exhibit, are hereby made a part of this agreement. Contractor shall include these provisions in all contracts with subcontractors that perform weatherization work.

**ARRA EXHIBIT D  
(Standard Agreement)**

- B. Weatherization work shall not commence until such time as a Contractor's "Davis-Bacon Wage Plan" has been received and approved by CSD.
- 1) Prior to receipt and approval of the "Davis-Bacon Wage Plan," Contractor may perform intake, assessment, and client education but not actually install any measures or perform any duties which constitute construction for the purposes of the Davis-Bacon Act.
  - 2) Contractor's "Davis-Bacon Wage Plan" is subject to CSD's approval and must include, but shall not be limited to the following elements:
    - a. Contractor's Bona Fide Fringe Benefit Plan details.
    - b. List of Contractor's subcontractors and certification that listed subcontractors are not ineligible to receive federal funds as evidenced by the Excluded Parties List System, found at <https://www.epls.gov>.
    - c. Contractor's plan for notification and disclosure to employees of the required Davis-Bacon wage rates and Contractor's plan for documentation of said notification.
    - d. Contractor's plan for compliance with the Davis-Bacon provision regarding submission of weekly payroll reports and identification of Contractor's authorized certifying agent. Contractor must indicate whether a certified 3<sup>rd</sup> party Davis-Bacon company will be hired to certify the weekly payrolls. Should Contractor choose not to hire a 3<sup>rd</sup> party, Contractor will be required to attend a CSD-approved training course in Davis-Bacon payroll certification.
    - e. Contractor's plan for bid solicitations to include the applicable wage determinations and contract provisions as provided in Attachment II to this Exhibit.
    - f. Any other provisions or plans as set out by the Davis-Bacon Wage Plan template which will be provided to Contractor by CSD within 30 days of execution of this contract.
- C. Davis-Bacon Rates
- 1) The Davis-Bacon wage rates determined by the Federal Department of Labor (DOL) are included as Attachment IV to this exhibit.

**ARRA EXHIBIT D  
(Standard Agreement)**

- a. These rates represent the minimum wage rates to be paid to weatherization workers by county.
- b. Weatherization work for purposes of this wage determination is defined as minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors.
  - i. In California DOL's recent survey determined as a matter of prevailing practices that these duties are performed by a weatherization worker classification.
  - ii. Specialty weatherization work is the replacement of doors and windows; installation and repair of furnace/cooling (HVAC) systems and all associated work involved with the installation of the HVAC system including electrical, pipe, and duct work. Classifications performing this work are also listed on the wage determination Attachment IV to this exhibit.
  - iii. Contractor's must track the amount of time a worker spends doing any of the tasks identified in Attachment III to Exhibit B and pay the appropriate wage rates as determined in Attachment IV to this exhibit.
  - iv. Contractor shall ensure that employees and subcontractors performing work specific to the Basic Weatherization worker and the Doors & Windows Weatherization worker classifications are paid, at a minimum, the corresponding wage rates identified on Attachment IV to this exhibit. The application and the use of the HVAC/Furnace/ Heating & Cooling Mechanic wage rates is limited to only those weatherization personnel directly performing activities assigned to this job classification.
- c. The rates included in the Davis Bacon Wage Determination, Attachment IV to this exhibit are exclusively for residential project use only.
  - i. Commercial projects, defined as buildings 5 or more stories, including apartment buildings and public housing buildings which meet this height, are excluded from this wage determination.



**ARRA EXHIBIT D  
(Standard Agreement)**

- ii. Unless or until US DOE or US DOL issues clarification, Contractor may not conduct weatherization on commercial projects without written pre-approval from CSD. Contractor must submit a written project proposal to CSD that is sufficient for evaluation by federal and state labor departments.
- d. The rates included in the Davis Bacon Wage Determination, Attachment IV to this exhibit are effective as of March 1, 2010.

**D. Monitoring and Reporting of Davis-Bacon Provisions**

- 1) CSD will monitor Contractor's adherence to all Davis-Bacon provisions. Non-compliance with Davis-Bacon will subject Contractor to the process outlined in ARRA Exhibit A.1.E – A.1.F.
- 2) Weekly payroll reports, in accordance with Davis-Bacon requirements, must be postmarked no later than seven (7) working days following the issuance of the weekly payroll and be submitted via U.S. Postal Service to:

Community Services & Development  
PO Box 1947  
Sacramento, CA 95812-1947  
Attention: Davis Bacon Unit

- E. Applicability to all Labor and Construction Workers on DOE ARRA Funded Projects. Under the Davis-Bacon Act, the wage requirements apply to all labor or construction workers working on each dwelling where the weatherization is funded wholly or in part by this Agreement. For purposes of this Agreement, the Project shall refer to all weatherization or health and safety measures identified in the applicable dwelling assessment and performed on the dwelling as a result of the dwelling assessment performed under this program. Contractor's responsibilities under the Davis Bacon Act include certifying that all labor and construction workers on the Project, including those whose salaries, wages or benefits are paid wholly or in part by other public or private funds, are paid prevailing wages according to federal law. Contractor's weekly certifications must therefore include information for all labor and construction workers on DOE ARRA dwellings or Projects, and not just those paid with funds under this Agreement.

**5. DAVIS BACON ACT**

Contractor shall be required to comply with all applicable provisions of the Davis Bacon Act (United States Code Title 40 – Public Buildings, Property, and Works, Subtitle II – Public Buildings and Works, Part A – General, Chapter 31 – General, Subchapter IV – Wage Rate Requirements) and related acts.

**ARRA EXHIBIT D  
(Standard Agreement)**

6. SCHEDULE OF ATTACHMENTS

The following attachments to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I SUPPLEMENTAL AUDIT GUIDE

ATTACHMENT II DAVIS BACON ACT

ATTACHMENT III STATEMENT AND ACKNOWLEDGEMENT, Form 1413

ATTACHMENT IV US DEPARTMENT OF LABOR WEATHERIZATION WAGE DETERMINATIONS

ATTACHMENT V DAVIS-BACON WAGE CLASSIFICATIONS BY MEASURE

**ARRA EXHIBIT E  
(Standard Agreement)**

**ADDITIONAL PROVISIONS: AMERICAN RECOVERY AND REINVESTMENT ACT  
OF 2009**

1. ADMINISTRATIVE REQUIREMENTS

For all recipients, administrative requirements of the awards will be governed by Section 1512 of the American Recovery and Reinvestment Act of 2009.

2. CENTRAL CONTRACTOR REGISTRATION (CCR)

- A. As required under the Recovery Act, Contractor must have a Dun and Bradstreet Universal Numbering System (DUNS) number ([www.dnb.com](http://www.dnb.com)) (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; [www.ccr.gov](http://www.ccr.gov)) no later than July 10, 2009. (ARRA § 1512, ARRA § 1609)
- B. Contractor must maintain active and current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which it has active federal awards funded with Recovery Act funds.

3. PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY  
TOWARDS CONTRACTORS' LABOR RELATIONS ON FEDERALLY FUNDED  
CONSTRUCTION PROJECTS

- A. Unless in conflict with the State of California or local laws, Contractor must ensure that bid specifications, project agreements, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
  - 1) Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
  - 2) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- B. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- C. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

**ARRA EXHIBIT E  
(Standard Agreement)**

4. PROCUREMENT

All funds under this Agreement expended through a subcontract for personal services or goods shall be fully subject to open and free competition as directed by OMB Circulars A-102 and A-110. Contractor may not rely on prior contractual relationships with a subcontractor as the sole justification a subcontract awarded with ARRA funds. Contractor must fully implement all procurement procedures and requirements pursuant to Exhibit E3.

5. WHISTLEBLOWERS PROTECTION

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

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the Recovery Act 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 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 (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross management of an agency contract or grant relating to covered funds;
- Gross waste of covered funds Weatherization Program Notice 09-1B 15
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- 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.

**Agency Action:** Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

**ARRA EXHIBIT E  
(Standard Agreement)**

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with 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.
- Order the employer to pay the employee 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 employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section. Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the Recovery Act shall post notice of the rights and remedies as required therein. See [www.Recovery](http://www.Recovery).

6. PROHIBITED USE OF FUNDS

Pursuant to the Recovery Act, Section 1604, Restrictions, Contractor shall not use Recovery Act funds to support or benefit projects or activities for casinos or other gambling establishments, aquariums, zoos, golf courses, or swimming pools.

7. INFORMATION IN SUPPORT OF RECOVERY ACT REPORTING

Contractor is responsible to maintain and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Contracting Officer or designee.

8. FALSE CLAIMS ACT

Contractor shall promptly refer to CSD for transmission to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws Weatherization Program Notice 09-1B 16 pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

**ARRA EXHIBIT E**  
**(Standard Agreement)**

9. BUY AMERICAN ACT

- (a) None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act, Pub. L. 111-5, may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- (b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency (grantor) finds that –
  - (1) applying subsection (a) would be inconsistent with the public interest
  - (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
  - (3) inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- (c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- (d) This section shall be applied in a manner consistent with United States obligations under international agreements.
- (e) Implementation of this provision should follow the forthcoming requirements in the Federal Acquisition Regulation or as otherwise identified by the Contracting Officer.

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. **SCOPE OF WORK**

Contractor agrees to provide Weatherization (WX) assistance to eligible participants residing in the service area described in ARRA Exhibit A, pursuant to Title 42 of the United States Code (U.S.C) Section 6861 et seq., as amended, and 10 Code of Federal Regulations (CFR), Part 440, as amended, the Department of Energy Weatherization Assistance Program (DOE WAP) for low-income persons. Contractor shall make its services and activities available to the low-income community within its service area in accordance with the Contractor's approved DOE ARRA Local Plan. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest income and highest energy costs or needs in relation to income.

2. **COMPLIANCE**

All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, pursuant to the following:

- A. The Energy Conservation in Existing Buildings Act of 1976, 42 U.S. C. §§ 6851 et seq., and 10 Code of Federal Regulation (CFR) Part 440;
- B. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements.
- C. The federal procurement requirements for energy contracts, 10 CFR 600.236.
- D. Applicable Intellectual Property Provisions for federal financial assistance awards specified in 10 CFR 600.136 and at [http://www.gc.doe.gov/financial\\_assistance\\_awards.htm](http://www.gc.doe.gov/financial_assistance_awards.htm).

3. **REQUIREMENTS, STANDARDS, AND GUIDELINES**

The federal government directs the State to establish fiscal control and fund accounting procedures regarding DOE funds. Federal law also directs the State to ensure that the cost and accounting standards of the Office of Management Budget (OMB) apply to recipients of DOE funds. Therefore, Contractor agrees to apply all of the requirements, standards and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement:

- A. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Energy (DOE) at 10 CFR Part 600 Subpart C;

**EXHIBIT A  
(Standard Agreement)**

- B. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations), as codified by DOE at 10 CFR Part 600 Subpart B;
- C. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments);
- D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations)
- E. OMB Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations)

Contractor further agrees to execute and abide by all requirements in California Contractors Certification Clause 307 (CCC-307).

The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit [www.csd.ca.gov](http://www.csd.ca.gov).

4. SERVICE AREA

The services shall be performed in the following service area:

Riverside County

5. CATALOG NUMBER OF FEDERAL DOMESTIC ASSISTANCE

The DOE WAP Catalog of Federal Domestic Assistance number is 81.042. Award made available through the United States Department of Energy.

6. ADDRESS FOR THE STATE

Send all correspondence and fiscal and programmatic reports to:

State Agency: Department of Community Services and Development  
Section/Unit: Field Operations  
Address: P.O. Box 1947  
Sacramento, CA 95812-1947

Hand Delivery: 2389 Gateway Oaks Dr.  
Sacramento, CA 95833

Phone: (916) 576-7109  
Fax: (916) 263-1406



**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **BUDGET CONTINGENCIES**

A. State Budget Contingency

- 1) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 2) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

B. Federal Budget Contingency

- 1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the fiscal year 2009 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) The Department has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

**EXHIBIT B**  
**(Standard Agreement)**

- 5) The State shall authorize expenditures of funds under this Agreement based on the Continuing Resolution appropriations. CSD shall notify the Contractor in writing of authorized interval funding levels.
- 6) It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program or appropriates additional funds, this Agreement shall be amended to reflect any increase or decrease in funds.

**2. BUDGET GUIDELINES**

**A. Budget and Allocation Forms**

- 1) Upon execution of this Agreement, Contractor shall submit the 2009 ARRA DOE Weatherization Budget (CSD 570) attached to this EXHIBIT B, based on the Maximum Amount of this Agreement in accordance with the accompanying instructions and other applicable provisions of this Agreement
- 2) In the event the DOE annual grant award is yet to be determined and CSD funds this Agreement based on Continuing Resolution appropriations, Contractor shall complete the budget and allocation forms using the Estimated Budget Allocation amount as defined in EXHIBIT G. When this Agreement is amended to reflect the Final Allocation, the budget and allocation formula shall be amended to reflect the actual annual allocation.

**B. Working Capital Advance and Major Purchase Advance**

1) Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs contemplated under this Agreement, *provided* Contractor shall comply with the provisions of the present Paragraph D and such additional guidance issued by the State as is needed to implement Paragraph D (collectively "WCA Requirements") to ensure that:

- a. the time elapsing between the transfer of funds and the disbursement or expenditure of the funds by Contractor is minimized; and

**EXHIBIT B**  
**(Standard Agreement)**

- b. Contractor's financial management systems are compliant with the provisions of this Agreement and the standards for fund control and accountability as established in OMB Circular A-133 and in the Model Federal Advance Requirements as defined in subparagraph c., below with particular reference to 10 CFR 600.121.
- c. Working Capital Advance (WCA) Requirements include the following standards:
  - i. The WCA shall be for the minimum amounts necessary – timed in accordance with Contractor's immediate cash requirements – which will enable Contractor to carry out the purposes of this Agreement;
  - ii. The *Model Federal Advance Requirements* are hereby incorporated by reference and adopted by the parties, for purposes of guiding and informing WCA requirements under the Agreement. The "Model Federal Advance Requirements" are defined as the provisions set out in the Code of Federal Regulations (CFR), Title 10, Chapter II, Sections 600.122, 600.220 and 600.221; and
  - iii. Guidance issued by the State regarding the scheduling of the WCA and the disbursement or expenditure of the funds by Contractor, while conforming to the requirements of subparagraphs 1) and 2) of the present Paragraph D, shall also take into account the practical requirements and limitations of efficient administration and the effective implementation of this Agreement by both Contractor and the State.
- d. In order to effect the purposes and requirements of subparagraphs 1) a. and b. above, the State has established the following general provisions in order to give effect to the WCA Requirements set out in this Agreement and in such supplemental guidance as may be issued:
  - i. To ensure a minimal lapse of time between the transfer of funds, and the disbursement or expenditure by Contractor, and to effect both the consolidation of advance requests and optimal administration of advance payments, the WCA will be based on Contractor's reasonable quarterly projections of anticipated expenditures allowable under the terms of this Agreement;

**EXHIBIT B**  
**(Standard Agreement)**

5. In accepting a WCA, Contractor agrees to submit monthly reimbursement requests until such time as the WCA has been repaid; and
6. Should Contractor fail to conduct sufficient activity to generate reimbursement requests adequate to repay the outstanding WCA balance in full within 30 days of the end of the quarter, CSD may demand repayment and/or take other appropriate action to ensure timely repayment of the WCA.
- vii. If, at the end of the contract term Contractor has received WCA payments in excess of requests for reimbursement that have been approved by CSD, Contractor shall promptly remit the excess balance owed.
- viii. Contractor's request for a WCA shall be made in accordance with procedural guidance issued by CSD;
- ix. Upon receipt of the WCA funds, Contractor shall deposit the funds in an interest-bearing advance account, in accordance with the provisions of this Agreement and Federal and State law. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds by CSD; and
- x. In the event the State determines that Contractor has used the WCA for reimbursement of expenses that are not allowable under the terms of this Agreement and/or under Federal and State law, the State may, in accordance with the applicable provisions of the CFR, compel Contractor to repay any WCA monies wrongfully used and/or may make such adjustments in future payments to Contractor as it deems appropriate in order to rectify such misuse of WCA funds.

2) Major Purchase Advances

In the event an agency needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. Requirements include:

- a. Request must be completed via CSD 144 and CSD 144-R.

**EXHIBIT B**  
**(Standard Agreement)**

- b. Limited to purchase of items in excess of \$5,000.
- c. No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD.
- d. Procurement must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558).
- e. Advance repayment for Major Purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144-R) must reflect one-hundred percent (100%) liquidation in the month following the expected date of purchase.
- f. Major Purchase advance requests will not be granted unless Contractor has fully complied with the obligations and conditions of any Working Capital Advance (WCA) Contractor has received.

C. Non-advance Payments and Offsets

If Contractor elects not to request a WCA, payment for allowable expenses under this Agreement shall be made upon approval by CSD of Contractor's monthly reimbursement and activity reports. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

D. Interest on Advances

Contractor shall deposit all advances in an interest-bearing account. Interest accrued over \$100 per year, if Contractor is a government entity, or \$250 per year, if contractor is a nonprofit, shall be reimbursed by check to the federal government pursuant to 10 CFR 600.122(l) and 600.221(i).

3. ALLOWABLE COSTS

A. Cost Reporting

- 1) All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

**EXHIBIT B**  
**(Standard Agreement)**

- 2) Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.
- 3) Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner to substantiate all costs reported.

**B. Administrative**

1) **General**

a. Administrative costs shall not exceed the amounts as set forth in the 2009 ARRA DOE Allocation Spreadsheet. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred under the Community Services Block Grant (CSBG).

b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff and related facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, costs associated with the issuance of payroll and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

Note: Third party consultants hired to provide training on Davis-Bacon requirements is considered an allowable activity under Training and Technical Assistance.

c. Contractors funded at less than \$350,000 may request an additional five percent (5%) by submitting the DOE Application for Additional Administrative Funds (CSD 574). Approval is contingent upon CSD's determination that the additional amount is needed to effectively implement the administrative requirements of the program.

- 2) Local governments shall use 2 CFR Part 225 (OMB Circular A-87 – Cost Principles for State and Local Governments) as a guide for determining administrative costs.

**EXHIBIT B**  
**(Standard Agreement)**

- 3) Private, nonprofit corporations shall use 2 CFR Part 230 (OMB Circular A-122 – Cost Principles for Nonprofit Organizations) as a guide for determining administrative costs.
- 4) Travel and per diem costs related to the participation and attendance at policy advisory committees and work groups will be reimbursed by CSD as an administrative cost, upon submittal of an allowable claim to CSD.

C. Program Costs

Program costs are all allowable costs other than Administrative Costs. Program costs include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Allowable costs shall be as set forth in Title 10, Code of Federal Regulations, Section 440.18(c). Costs associated with certifying and monitoring payroll for Contractor and subcontractors and accounting and tracking of employee time and activity for purposes of reporting as it relates to complying with Davis-Bacon requirements shall be considered a Program Cost.

1) General/Operating Expenses

General and operating expenses shall mean those actual costs associated with the direct delivery of services and related facilities, office and computer equipment, office supplies, telephone, travel and utilities that are directly allocable to those activities defined as allowable program costs.

2) Client Education/Counseling Services

Contractor shall include those actual costs associated with providing group client education, energy conservation information, resource and referral, budget counseling, mold education, and lead safe education. Expenditures for client education and counseling activities shall be limited to five percent (5%) of the total ARRA DOE WAP contract amount.

3) Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, and pollution occurrence insurance (if applicable).

**EXHIBIT B**  
**(Standard Agreement)**

4) Outreach

Outreach shall include those actual costs associated with outreach, its related services and training. Expenditures for outreach activities shall be limited to five percent (5%) of the total ARRA DOE WAP contract amount.

5) Training and Technical Assistance

- a. Training and technical assistance shall not exceed the actual cost as set forth in the project funding page and shall be reimbursed at actual cost.
- b. Associated training and technical assistance costs may include costs related to: travel, admission, materials, and actual salaries/wages.
- c. Crew members participating in on-the-job training or acting in a helper role shall be expensed to training and not to the installation of measures. The length of time for on-the-job training shall be in accordance with the Contractor's internal training program. Wages for individuals performing weatherization services under this agreement shall be fully subject to prevailing wages under the Davis Bacon Act.
- d. Training and technical assistance shall include costs associated with the training of personnel or subcontractors to perform program activities related to outreach, intake, client education, Davis-Bacon compliance, and weatherization training. The completion of Weatherization-related training includes: Basic Weatherization Training, CSD Online Training Courses, Duct Sealing/Blower Door Training, and Combustion Appliance Safety Training. Training may also include internal Contractor training, safety training, attendance of weatherization-related training to include ServTraqLITE or other forms of training to aid the development and skill of staff in utilizing and supporting internal program automation systems, and/or workshops sponsored by DOE, CSD, and/or other organizations offering a component of weatherization training.



**EXHIBIT B**  
**(Standard Agreement)**

e. Training and technical assistance funds may also be used to train Contractor's subcontractors participating in the program and excludes on-the-job training. In making the determination to pay for subcontractor training, Contractor should secure a retention agreement in exchange for the training. The subcontract agreement should stipulate that the subcontractors will work in the program, for a minimum of 12 months. The training costs are limited to travel, admission and materials.

f. Training is limited to agency or subcontractor personnel who will be performing weatherization services directly funded by ARRA DOE WAP with the following exception:

Third party consultants hired to provide training on Davis-Bacon requirements and actual wages for Contractor staff associated with the training shall be an allowable activity under Training and Technical Assistance.

6) Minor Vehicle and Field Equipment Less Than \$5,000

Acquisition costs shall mean the actual costs associated with the purchase of vehicle and field and office equipment under \$5,000 per unit used for the purpose of delivery of direct services.

7) Major Vehicle and Field Equipment More Than \$5,000

a. Acquisition costs shall mean the actual costs associated with the purchase of vehicle and field and office equipment over \$5,000 per unit used for the purpose of delivery of direct services.

b. CSD and DOE must pre-approve purchases or lease-purchase option of vehicles and field and office equipment with a total value greater than \$5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

8) Vehicle Insurance

Vehicle Insurance shall mean those actual costs incurred for vehicle insurance of vehicles used in the direct delivery of services.

**EXHIBIT B**  
**(Standard Agreement)**

9) Workers Compensation

Workers Compensation shall mean those actual costs associated with workers compensation coverage for program staff whose salaries and wages are chargeable under program costs. Workers Compensation for salaries and wages of staff chargeable under administrative costs shall be reimbursable at actual costs under administrative costs.

10) Intake

Intake costs shall include, but are not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility. Expenditures for intake activities shall be limited to two percent (2%) of the total ARRA DOE WAP contract amount.

11) Direct Program Activities

- a. Direct Program Activities shall mean those actual costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include labor, materials, subcontractors, lead-safe weatherization materials, and other program costs. These costs shall represent the cumulative total of expenditures from the separate Direct Program Activities section of the ARRA DOE Monthly Expenditure Report.
- b. Other Program Costs shall include actual wages and labor hours for field staff while not on the job site and program management and support staff, lodging and per diem for field staff, Davis-Bacon compliance, fees for permits, disposals and HERS raters and maintenance of vehicle and equipment in support of direct delivery of services and related facilities, utilities, office and computer equipment, telephone, travel, program and supervision and office supplies.

12) Health & Safety Activities

- a. Health & Safety Activities shall mean those costs associated with installation of measures classified as health and safety measures and to include labor, materials and subcontractors. These costs shall represent the cumulative total of expenditures from the separate Health & Safety Activities section of the ARRA DOE Monthly Expenditure Report.

**EXHIBIT B**  
**(Standard Agreement)**

- b. Contractor shall apply no more than 25 percent of the total program operations funds expended toward mitigating health and safety hazards based on heating and cooling services. Costs in excess of 25 percent of the total program operations funds may be disallowed.
- 13) Agency may request to modify budgetary caps for intake, outreach and client education by submitting justification within the local plan, describing support service plan strategies and activities to be carried-out under this grant. The justification shall include how the costs for these activities differ from normal service activities/strategies, how the proposed activities will result in costs exceeding the budgetary cap and the new percentage cap the agency is proposing.

4. REIMBURSEMENT GUIDELINES

A. General

- 1) Contractor may claim reimbursement for weatherization-related activities under the terms of this Agreement as documented on the Contractor's assessments and job worksheets as described in EXHIBIT F, PROGRAMMATIC PROVISIONS, RECORD-KEEPING RESPONSIBILITIES, Client Files – Weatherization.
- 2) Reimbursement for Weatherization shall be claimed only once when LIHEAP, ARRA DOE, or any other funding source, are used concurrently in the same unit. Contractor shall ensure that duplicate billings for the same product or service do not occur.
  - a. All completed units shall be submitted for payment within 90 days of completion or by the due date of the last reporting period of this agreement, whichever is less. A completed unit shall not be carried over into another contract period.
  - b. Contractor is prohibited from using funding from ARRA DOE and non-ARRA DOE on any single dwelling.

**EXHIBIT B**  
**(Standard Agreement)**

**B. Dwelling Maximums**

- 1) Contractor shall be entitled to obtain a maximum average reimbursement of \$6,500 per dwelling unit weatherized for applying the conservation measures and activities described in-EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT II, Reimbursement Rates for Weatherization Activities.
- 2) In the event that the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act or any federal official declares an emergency pursuant to 42 USC 8622(1), the maximum average reimbursement shall be \$6,500 per dwelling unit.
- 3) At the Contractor's discretion, Contractor may elect not to provide a weatherization measure in the event the total cost exceeds the maximum cost reimbursement for the measure or the accumulative total of all measures exceeds the maximum average reimbursement of \$6,500 per dwelling unit.
- 4) **Group Homes**  
  
The maximum reimbursement that can be paid for a group home shall be equal to the current maximum average allowed for single family and multi-unit dwellings.
- 5) **Temporary Shelters/Homeless Individuals**  
  
Maximum reimbursement will be based on the unit otherwise qualifying as a multi-unit structure. For the purpose of determining how many dwelling units exist in a shelter, a grantee may count each 800 square feet of the shelter as a dwelling unit or it may count each floor of the shelter as a dwelling unit.

**C. Measure Reimbursement**

- 1) For those weatherization measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of weatherization staff, materials and subcontracted services up to the maximum reimbursement allowable.
- 2) For those weatherization measures that have an established maximum quantity, the quantity shall not exceed the maximum quantity allowable.

**EXHIBIT B**  
**(Standard Agreement)**

- 3) Weatherization measure costs or quantities exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure, minor envelope repair, or another CSD or non-CSD program.
- 4) When costs for a measure exceed the maximum cost reimbursement, labor hours and/or quantity limits allowed for a health and safety measure as described in EXHIBIT B, ATTACHMENT II, Contractor shall obtain prior written approval from CSD to exceed the maximum limitations for health and safety measures. However, in no case will Contractor be able to exceed the contract allocation for Health and Safety as shown on the 2009 ARRA DOE Allocation Spreadsheet.
- 5) When it is determined during an assessment that the weatherization measures to be installed will exceed the allowable costs for a measure and/or quantity limits as described in Exhibit B, Attachment II, Contractor may opt to defer the measure or may conduct an audit to determine if the measure meets the allowable SIR. If it does not meet allowable SIR, the measure will not be allowable under the DOE ARRA program.
- 6) Labor Reimbursement
  - a. Actual labor hours for weatherization services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules and payroll time records.
  - b. When the installation of a measure is subcontracted and there are billable labor hours for weatherization crew members who share in the installation of that subcontracted measure, Contractor shall bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by crew members.
  - c. Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses.

**EXHIBIT B**  
**(Standard Agreement)**

7) Assessments and Diagnostics

- a. Contractor may claim reimbursement for one full dwelling assessment for each instance of weatherization services including initial weatherization and reweatherization services.
- b. If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling and charge for intake.
- c. In the case of an unweatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks testing that were performed.
- d. Contractor may claim reimbursement for dwelling assessment and diagnostic testing only once when LIHEAP and ARRA DOE funds are used concurrently in the same unit.
- e. Waivers from CSD shall be required for any assessments and diagnostic testing or health and safety and weatherization measure whose cost will exceed the maximum reimbursements allowable.

8) Heating and Cooling Appliance Repair and Replacement

For health and safety reasons:

- a. If during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.
- b. Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization component; or under a reweatherization call-back, may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

**EXHIBIT B**  
**(Standard Agreement)**

3) Payroll Taxes

- a. Reported costs shall include payroll taxes associated with field, program management and support staff that are allocable to the program.
- b. Reported costs shall not include payroll taxes associated with wages allocable to administrative costs.

4) Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem rates as described in EXHIBIT D, SPECIAL TERMS AND CONDITIONS, Section 1 – Travel and Per Diem.

5) Disposal, HERS Rater and Permit Fees

Contractor may claim reimbursement for disposal, HERS rater and permit fees related to the includes fees incurred by the Contractor and their subcontractor.

6) Vehicle and Equipment Repair and Maintenance

- a. Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment and fuel and oil.
- b. Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to ARRA DOE WAP.

7) Historic Preservation Review Requirements

Historic Preservation Reviews means those expenses associated with the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

**EXHIBIT B**  
**(Standard Agreement)**

E. Clearance Inspections for HUD Units

Should a clearance inspection be required, agencies shall defer the costs of the clearance inspection to the property owner and/or local housing authority. However, in those instances where the property owner and/or the local housing authority are unable to incur the costs of the clearance inspection, Contractors may seek a waiver from CSD allowing the cost of the inspection as a reimbursable activity. Waiver requests will be treated on a case-by-case basis and must be approved by CSD prior to beginning weatherization services. A copy of the clearance inspection must be placed and maintained in the client's file.

F. Leveraging

- 1) Contractor may perform services and install energy conservation measures as per this Agreement and in accordance with requirements of another CSD and non-CSD funding source concurrently in the same dwelling as feasible and in the best interest of the client; however:
  - a. Contractor may not leverage ARRA DOE program funded weatherization service or related activity with non-ARRA DOE WAP funding.
  - b. Contractor may split ARRA DOE material expenditures associated with a single measure with any funding source other than non-ARRA DOE WAP provided the combined expenditures reported to each contract does not exceed the maximum reimbursement for the individual measure. Contractor will be required to provide an accounting of labor, material, and quantities installed under each program.
  - c. Contractor may not claim duplicate reimbursement for the same costs charged to a CSD program with any other public or privately funded program.
  - d. Contractor may claim reimbursement for outreach and intake only once when ARRA DOE, LIHEAP and non-CSD program funds are used concurrently in the same unit.



**EXHIBIT B**  
**(Standard Agreement)**

- 2) When the total reimbursement for a measure is contracted under a non-CSD program and the reimbursement is intended to cover the entire costs of the contracted service, then all related costs associated with the installed measure shall be charged to that non-CSD program. Additional costs to facilitate or to offset cost deficits for the measure shall not be charged to CSD energy programs.

G. Dwelling Status

1) Completed Units

- a. Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified during the dwelling assessment have been installed including post-weatherization inspections. Contractor shall not bill for incomplete units or prematurely close a unit with outstanding measures in order to receive reimbursement for work completed. If there are measures found to be nonfeasible by crew members after the initial assessment, the reason for the nonfeasibility shall be documented in the client file and the dwelling shall be considered completed.
- b. Contractor shall not report a dwelling as weatherized nor request reimbursement prior to the quality assurance certification confirming quality and completeness of work performed upon weatherized dwellings.

2) Unweatherized Dwellings

- a. Contractor may claim reimbursement for outreach and intake for each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude installation of measures.
- b. Contractor may claim reimbursement for weatherization activities as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent for each eligible household not previously weatherized.

**EXHIBIT B**  
**(Standard Agreement)**

- 3) Previously Weatherized Dwellings
  - a. If the previous weatherization was performed under a nonfederal program or under this Agreement, the occupant eligibility must be certified; therefore, Contractor may claim outreach and intake costs.
  - b. Contractor shall report a previously weatherized dwelling as a reweatherized unit and not include the dwelling as a completed unit or report the dwelling and client demographics.

H. Disaster Relief

- 1) Contractor may claim reimbursement for approved services for qualified disaster victims in accordance with the EXHIBIT F, ATTACHMENT I, DISASTER RELIEF PLAN.
- 2) Reimbursement shall be limited to a maximum average reimbursement of \$6,500 per dwelling unit.

5. REPORTING REQUIREMENTS

A. Federal Funding Accountability and Transparency Act (FFATA)

CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the Federal Funding Accountability and Transparency Act (FFATA) or other Federal and State regulations, as applicable.

B. Monthly Reports

- 1) Contractor shall complete and submit to CSD, Contractor's expenditures and activities for Weatherization by entry onto the web-based, Expenditure Activity Reporting System (EARS). The monthly reports shall be submitted and received by-CSD on or before the fifth (5<sup>th</sup>) calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period.
- 2) Expenditures for Weatherization shall be reimbursed through the DOE Monthly Weatherization Expenditure/Activity Report via EARS.
- 3) For disaster-related expenditures, Contractor shall contact CSD for invoicing instructions.

**EXHIBIT B**  
**(Standard Agreement)**

- 4) All adjustments, if any, must be reported through EARS under the report period in which the expenditures occurred.
- 5) Contractor shall also submit to CSD the physical addresses for recipients of services under Weatherization for the monthly period in which the service activity occurred and reimbursement for the service activity is requested.
  - a. Contractor shall submit the monthly reporting of client service addresses separately from the EARS monthly activity/reimbursement reporting by completing the CSD 767, Monthly Service Address Report.
  - b. The report shall be sent electronically to the CSD Help Desk at SART@csd.ca.gov on or before the fifth (5<sup>th</sup>) calendar day following the reporting period in which direct service activity occurs.
  - c. The monthly DOE Weatherization Expenditure/Activity Report will not be processed until the Monthly Service Address Report has been reviewed and approved by CSD

C. Annual Reports

- 1) DOE Annual Training and Technical Assistance Report (CSD 524)

Contractor shall submit information regarding training and technical assistance as well as group client education/counseling activities on an annual basis on the DOE Annual Training and Technical Assistance Report (CSD 524) to the State on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditures. The report shall cover the contract period of June 30, 2009 through September 30, 2011 and is due October 15, 2011.

- 2) DOE Annual Leveraging Report (CSD 523)

Contractor shall submit information regarding leveraging activities on an annual basis on the DOE Annual Leveraging Report (CSD 523) to the State on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditures. The report shall cover the contract period of June 30, 2009 through September 30, 2011 and is due October 15, 2011.

**EXHIBIT B**  
**(Standard Agreement)**

D. CSD Review

- 1) CSD shall review Contractor's monthly reimbursement/activity reports and evaluate Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Agreement.
- 2) The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports, and/or compliance of material requirements of this Agreement.

E. Close-out Report

- 1) Contractor shall submit, on the appropriate CSD forms, a close-out report verifying all actual, allowable, and allocable costs expended during the term of this Agreement and return all unexpended funds to the State within 90 calendar days after expiration of this Agreement.
  - a. Administrative, Client Education/Counseling Services, Outreach, Intake, Health and Safety, and Training and Technical assistance costs shall not exceed the maximum allowable amounts.
  - b. Any Administrative, Client Education/Counseling Services, Outreach, Intake, Health and Safety, and Training and Technical assistance costs that exceed these limits shall be disallowed and returned to CSD within 90 calendar days after the expiration of this Agreement.
  - c. Subsequent payments, including advance payments, for DOE or other CSD contracts shall also be contingent upon timely receipt of the close-out report of this Agreement.
- 2) The close-out report shall include the following forms and be available on CSD's "Contractor's Only" website:
  - a. ARRA DOE Close-Out Checklist (CSD 720);
  - b. ARRA DOE Close-Out Equipment Inventory Schedule (CSD 720D); and
  - c. ARRA DOE Close-Out Reconciliation Report (CSD 720E).

**EXHIBIT B  
(Standard Agreement)**

- 3) Unexpended Funds
  - a. Contractor shall use the ARRA DOE Close-Out Reconciliation Report (CSD 720E) to reconcile and report actual costs, interest earned, and reimbursements and advance payments received.
  - b. Any unexpended funds shall be returned to CSD at the time the close-out report is submitted.
- 4) Any weatherization materials purchased with these grant funds and remaining at the expiration of this Agreement shall be credited against Contractor's weatherization materials expenditures under this Agreement and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, the State shall be contacted for disposition instructions.

6. SCHEDULE OF ATTACHMENTS

The following attachments to this exhibit are hereby attached and incorporated by this reference:

- A. ATTACHMENT I ARRA DOE WEATHERIZATION BUDGET (CSD 570);
- B. ATTACHMENT II REIMBURSEMENT RATES FOR WEATHERIZATION ACTIVITIES.

**EXHIBIT B - ATTACHMENT I**  
**2009 ARRA DOE WEATHERIZATION BUDGET Amendment #5**

Contractor Name: Community Action Partnership of Riverside County		Contract Number: #09C-1830	Telephone Number: (951) 955-6461
Class "B" Contractor's License No.: 1) 768277 (2) 71033 (3) 885220 (4) 884275 (5) 845883 (6) 835016 (7) 931416 (8) 864393	Name on License: (1) Ace & Sons (2) James D. Restoration (3) David Starrett (4) David Hopkis (5) Ecowize (6) Synergy (7) Energy Svcs (8) Hawaii Blue Construction	Expiration Date: (1) 9-30-11 (2) 12-31-11 (3) 10/31/12 (4) 9-30-2012 (5) 4/30/12 (6) 3-31-12 (7) 4/30/11 (8) 5/31/11	
Prepared By (Print Name/Title): Kathryn J. Snyder, Fiscal Officer	E-mail Address: <a href="mailto:ksnyder@capriverside.org">ksnyder@capriverside.org</a>	Fax Number: (951) 955-1399	
<b>10 - ADMINISTRATIVE COSTS</b>			
1.	Administrative Costs	\$	509,824.00
2.	Administrative Equipment (More than \$5,000)		
3.	<b>TOTAL ADMINISTRATIVE COSTS (Total of Lines 1 and 2 - Not to exceed allocated amount)</b>	\$	509,824.00
<b>20 - PROGRAM COSTS</b>			
1.	Client Education	\$	390,305.00
2.	Liability Insurance		
3.	Outreach (Not to exceed 5%)		390,305.00
4.	Training and Technical Assistance (Not to exceed allocated amount)		602,779.00
5.	Minor Vehicle and Field Equipment (Less than \$5,000)		42,014.00
6.	Major Vehicle and Field Equipment (More than \$5,000)		52,605.00
7.	Vehicle Insurance		
8.	Workers' Compensation		
9.	Intake (Not to exceed 2%)		156,122.00
10.	Direct Program Activities		3,962,491.00
11.	Health & Safety (Not to exceed 25%)		1,673,374.00
12.	General/Operating Expenses		26,281.00
14.	<b>TOTAL PROGRAM COSTS (Total of Lines 1-12)</b>	\$	7,296,276.00
<b>30 - TOTAL COSTS (Total of Lines 1 &amp; 13)</b>		\$	7,806,100.00

**INSTRUCTIONS**  
**EXHIBIT B – ATTACHMENT I**  
**DOE WEATHERIZATION PROGRAM BUDGET**  
**CSD 570 (Rev. 12/17/2010)**

**SECTION 10 – ADMINISTRATIVE COSTS**

Line 1 – Administrative Costs - Enter the amount of funds allocated for all Administrative Costs. Administrative costs include salaries, wages, workers compensation, and fringe benefits for administrative staff, accounting, facilities, office equipment and supplies, telephone, travel, utilities and other administrative costs related to activities subject to DOE program rules.

Line 2 – Administrative Equipment - Enter the acquisition (actual cost to purchase) office equipment. These are purchases that are over \$5,000.

Line 3 - Total Administrative Costs – Enter the total of lines 1 and 2. This amount should not exceed the allocated amount.

*Note: In calculating the allowable administrative costs, any carryover funds allocated from a previous program year CANNOT be used in calculating the allowable administrative costs. Administrative costs are limited to funding only. Calculate the percentage of total Administrative Costs to the Contract Amount EXCLUDING ANY CARRYOVER AMOUNTS ALLOCATED TO YOUR AGENCY. The total of Administrative Costs is limited to five percent (5%) of the contract budget. (See CSD 574 to apply for additional administrative funds.)*

**SECTION 20 – PROGRAM COSTS**

Line 1 – Client Education – Enter the amount of funds allocated for client education activities.

Line 2 - Liability Insurance - Enter the amount of funds allocated for insurance bonds, general liability and pollution occurrence insurance. Do not include vehicle insurance in accordance with DOE program rules.

Line 3 – Outreach – Enter the amount of funds allocated for Outreach.

Line 4 - Training and Technical Assistance - Enter the amount of funds allocated for training and technical assistance subject to DOE program rules. The funds allocated cannot exceed the amount as provided by CSD.

Line 5 – Historic Preservation Reviews – Enter the amount of funds budgeted for the aggregation, collection and reporting of dwelling characteristic information and proposed scope of weatherization measures/services to be performed.

Line 6 – Minor Vehicles and Field Equipment (Acquisition Costs) - Enter the acquisition (actual cost to purchase) vehicle and field equipment. These are purchases that are under \$5,000.

Line 7 – Major Vehicles and Field Equipment (Acquisition Costs) - Enter the acquisition (actual cost to purchase) vehicle and field equipment. These are purchases that are over \$5,000. Vehicle and field equipment purchases or lease purchase option with a value over \$5,000 need prior approval from CSD.

Line 8 – Vehicle Insurance – Enter the amount of funds allocated for insurance for weatherization vehicles.

Line 9 – Workers' Compensation – Enter the amount of funds allocated for Workers' Compensation for program staff. Do not include workers' compensation for salaries allocated to administrative costs.

Line 10 – Intake – Enter the amount of funds allocated for Intake.

Line 11 – Direct Program Activities – Enter the amount of funds allocated for Direct Program Activities.

Line 12 – Health and Safety – Enter the amount of funds allocated for Health & Safety not to exceed 25%.

Line 13 – General/Operating Expenditures – Enter the amount of funds allocated for Operating Expenditures.

Line 14 - Total Program Costs - Enter the sum of Lines 1 through 13.

*Note: The total Program Costs shall not be less than 95% of the total Contract Amount unless additional administrative funds have been applied for. (See CSD 574 to apply for additional administrative funds.)*

**SECTION 30 – TOTAL COSTS**

Enter the sum of Lines 1 and 14. Verify the total allocation as provided by CSD.

EXHIBIT B  
(Standard Agreement)  
ATTACHMENT II

REIMBURSEMENTS FOR WEATHERIZATION ACTIVITIES

Line#	Measure	Type	Classification	Applicable DOE Climate Zones	Maximum Reimbursement (No Fixed Fees)	Quantity/Limits/Periods	Measure Life	Footnotes
<b>SECTION 1: Mandatory Assessments/Diagnostics</b>								
1	Dwelling Assessment	With Attic Without Attic Modified (For reweatherized dwellings)	ADS	All zones	No maximum at this time	1 assessment per dwelling unless expired	6 months	
2	Energy Audit		ADS	All zones	No maximum at this time	1 audit per dwelling	Until add'l work performed	1
3	Combustion Appliance Safety Test	Pre Post	ADS	All zones	No maximum at this time	No maximum at this time	60 days	2
4	Blower Door Test	Pre Post	ADS	All zones	No maximum at this time	No maximum at this time	Until add'l work performed	2, 3
5	Duct Leakage Test	Pre Post	ADS	All zones	No maximum at this time	No maximum at this time	Until add'l work performed	2, 4
6	Contractor Post-Weatherization Inspection		ADS	All zones	No maximum at this time	1 inspection per dwelling	Until add'l work performed	2
<b>SECTION 2: Mandatory Health &amp; Safety/Does not require Energy/Audit</b>								
1	Carbon Monoxide Alarm	Lithium Battery	HSM	All zones for H&S reasons only	\$135 per dwelling	1 occurrence per dwelling; no maximum quantity		
2	Smoke Alarm	Lithium Battery	HSM	All zones for H&S reasons only	\$67 per alarm	Limited by code		28
2	Cooling Repair	AC Wall/Window	HSM	All zones for H&S reasons only	\$788 or 50% of replacement	1 repair or replacement per dwelling; primary only		5, 6, 7, 9,
		Evaporative Cooler			\$726 or 50% of replacement			5, 6, 11, 12
		FAU Split System			\$1742 or 50% of replacement			5, 6, 7, 9,
3	Cooling Replacement	Multi-Unit Central System	HSM	All zones for H&S reasons only	\$788 or 50% of replacement	1 repair or replacement per MUD unit/building; primary only		5, 6, 7, 8, 10, 11, 12
		AC Wall/Window			\$1575			5, 6, 7, 9, 11, 12
		Evaporative Cooler Roof			\$1451			5, 6, 11, 12
3	Cooling Replacement	Evaporative Cooler Window/Wall	HSM	All zones for H&S reasons only	\$1235	1 repair or replacement per dwelling; primary only		5, 6, 7, 9, 11, 12
		FAU Split System			\$3483			5, 6, 7, 9, 11, 12
		Multi-Unit Central System			\$1575			5, 6, 7, 8, 11, 12
3	Cooling Replacement	Exterior Wall Direct Vent, Interior Wall & Floor Furnace	HSM	All zones for H&S reasons only	\$1742 or 50% of replacement	1 repair or replacement per dwelling; primary only		5, 6, 10, 11, 12
		Forced Air Unit (Split System)			\$2296 or 50% of replacement			5, 6, 10, 11, 12
		Mobile Home Furnace			\$1631 or 50% of replacement			5, 6, 10, 11, 12



EXHIBIT B  
(Standard Agreement)  
ATTACHMENT II

REIMBURSEMENTS FOR WEATHERIZATION ACTIVITIES

Line#	Measure	Type	Objective	Applicable DOE Climate Zones	Maximum Reimbursement (Not Fixed Fees)	Quantity/Units per Job	Measure Life	Footnotes
4	Heating Source Repair	Multi-Unit Central System	HSM	All zones for H&S reasons only	\$1742 or 50% of replacement	1 repair or replacement per MUD unit/building; primary only	5, 6, 8, 10, 11, 12	
		Other Types Not Listed Package (Dual Pack)			\$2375 or 50% of replacement			
5	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall & Floor Furnace Forced Air Unit (Split System) Mobile Home Furnace	HSM	All zones for H&S reasons only	\$3483	1 repair or replacement per dwelling; primary only	5, 6, 11, 12	
		Multi-Unit Central System			\$3483			
		Other Types Not Listed Package (Dual Pack)			\$4749			
6	Kitchen Exhaust Installation, Repair & Replacement	Wood-Fueled Range Hoods, Wall/Ceiling Mounts	HSM	All zones for H&S reasons only	\$350	1 repair or replacement per dwelling	15	
7	Thermostat	Manual	HSM	Zones 1 - 3 for H&S reasons only; Zones 4 & 5 for H&S reasons only; Requires NEAT audit in Zones 1 - 3	\$65 per thermostat	2 thermostats per dwelling	16, 17	
		Programmable			\$157 per thermostat in Zones 4 & 5; SIR per Energy Audit for Zones 1 - 3			
8	Water Heater Repair	Electric	HSM	All zones for H&S reasons only	\$970 or 50% of replacement	1 repair or replacement per dwelling; primary only	5, 6, 12	
		Gas & Propane Mobile Home Multi-Unit Central System			\$900 or 50% of replacement; \$970 or 50% of replacement			
9	Water Heater Replacement	Electric	HSM	All zones for H&S reasons only	\$1940	1 repair or replacement per dwelling; primary only	5, 6, 12	
		Gas & Propane Mobile Home Multi-Unit Central System			\$1800			
<b>SECTION 10 - Mandatory Infiltration Reduction Measures (Requires Energy Audit if H&amp;S exceeds maximum limit to be installed in conjunction with Blower Door/Duct Blaster)</b>								
1	Caulking	Mobile Home Multi-Unit Single	INF	All zones	\$90	1 occurrence per dwelling	18, 19, 20, 27	
					\$45			
2	Coverplate Gasket	Exterior (All Other Types)	INF	All zones; requires blower door	\$33 (time and materials)	1 occurrence per dwelling	18	
		Exterior (All Other Types) Sliding Glass - 72" x 80" and smaller Sliding Glass - greater than 72" x 80"			\$250 per door			
3	Door Repair	Exterior (All Other Types) Sliding Glass - 72" x 80" and smaller Sliding Glass - greater than 72" x 80"	INF	All zones; catastrophic leak only otherwise requires blower door	\$713	3 repairs or replacements per dwelling; 1 repair per dwelling	18, 19, 20	
					\$886			
4	Door Replacement	Exterior (All Other Types) Sliding Glass - 72" x 80" and smaller Sliding Glass - greater than 72" x 80"	INF	All zones; catastrophic leak only otherwise requires blower door	\$500 per door	4 repairs or replacements per dwelling; 1 replacement per dwelling	18, 19, 20, 22	DOE Rule
					\$1782			
5	Duct Repairs & Replacement		INF	All zones; requires Duct Blaster	\$2197	1 repair or replacement per dwelling	20	DOE Rule

EXHIBIT B  
(Standard Agreement)  
ATTACHMENT II

REIMBURSEMENTS FOR WEATHERIZATION ACTIVITIES

Line #	Measure	Type	Classification	Applicable DOE Climate Zones	Maximum Reimbursement (Not Included Fees)	Quantity/Limits Per Job	Measure Life	Footnotes
6	Glass Replacement		INF	All zones; catastrophic leak only otherwise requires blower door	\$525 per dwelling	1 occurrence per dwelling; no maximum quantity		18, 19, 20
7	Mirror Envelope Repair		INF	All zones; requires blower door	\$1331; Disaster Relief \$6500	1 occurrence per dwelling		18, 19, 22, 23
8	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	All zones; requires blower door	\$66 per cover	2 covers per dwelling		18, 19, 20
9	Weatherstripping	Hinged Door	GHW	All zones	\$44 per door	1 occurrence per dwelling; no maximum quantity		19, 20, 24, 27
		Other	INF	All zones; catastrophic leak only otherwise requires blower door	Not to exceed \$2.10 per lin ft	1 occurrence per dwelling; no maximum quantity		18, 19, 20, 24
10	Window Replacement	Repair	INF	All zones; catastrophic leak only otherwise requires blower door	\$1200 per dwelling	1 occurrence per dwelling; no maximum quantity		18, 19, 20
		Replacement	INF	All zones; catastrophic leak only otherwise requires blower door	\$2400 per dwelling	1 occurrence per dwelling; no maximum quantity		18, 19, 20
<b>SECTION 1: Mandatory DOE Priority Lists/Requires Energy Audit if costs exceeds maximum limit/DOE Climate Zone Specific</b>								
1	Compact Fluorescent Lamp	Hard Wire Thread Based	EBL	All zones	\$170 per dwelling \$10 per bulb	2 lamps per dwelling 10 bulbs per dwelling		17
2	Duct Insulation		INS	All zones, only if required by Title 24	Not to exceed \$0.95 per sq ft	1 occurrence per dwelling; no maximum quantity		
3	Filter Replacement	Air Conditioning Furnace	GHW	All zones	\$100 per dwelling \$100 per dwelling	1 occurrence per dwelling 1 occurrence per dwelling		27
4	Hot Water Flow Restrictor	Faucet Restrictor	GHW	All zones	\$8 per restrictor \$35 per showerhead \$27 per showerhead	1 occurrence per dwelling; no maximum quantity 1 occurrence per dwelling; no maximum quantity		27
5	Mechanical Ventilation	Low Flow Handheld Showerhead	GHW	All zones	No maximum at this time	1 occurrence per dwelling; no maximum quantity		19
6	Refrigerator Replacement	19 cu. ft. and below	EBL	All zones	\$1032	1 replacement per dwelling		17, 25
		Over 19 cu. ft.	GHW	All zones	\$1187	1 blanket per dwelling		27
7	Water Heater Blanket		GHW	All zones	\$55	1 occurrence per dwelling; no maximum quantity		27
8	Water Heater Pipe Wrap		GHW	All zones	Not to exceed \$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity		27
<b>SECTION 2: Mandatory DOE Priority Lists/Requires Energy Audit if costs exceeds maximum limit/DOE Climate Zone Specific</b>								
1	Attic Ventilation		INS	Zones 4 & 5 only, in conjunction with ceiling insulation	\$355 per dwelling	1 occurrence per dwelling; no maximum quantity		26
2	Ceiling Insulation	R-value 11 R-value 19 R-value 30 R-value 38	INS	Zones 4 & 5 only	Not to exceed \$0.86 per sq ft Not to exceed \$1.05 per sq ft Not to exceed \$1.18 per sq ft Not to exceed \$1.40 per sq ft	1 occurrence per dwelling; no maximum quantity		
3	Cooling Repair	Evaporative Cooler	HCM	Zone 5 only, if not H&S	\$726 or 50% of replacement	1 repair or replacement per dwelling; primary only		5, 6, 11, 12
4	Cooling Replacement	Evaporative Cooler Roof Evaporative Cooler Window/Wall	HCM	Zone 5 only, if not H&S	\$1451 \$1235	1 repair or replacement per dwelling; primary only		5, 6, 11, 12
5	Floor Foundation Venting		INS	Zone 4 only, in conjunction with floor insulation	\$360 per dwelling	1 occurrence per dwelling; no maximum quantity	DOE Re-wx rule	26
6	Floor Insulation	Over 36" Clearance Under 36" Clearance	INS	Zone 4 only	Not to exceed \$1.83 per sq ft Not to exceed \$2.23 per sq ft	1 occurrence per dwelling; no maximum quantity		
7	Kneewall Insulation	R-value 11 R-value 19	INS	Zones 4 & 5 only	Not to exceed \$1.05 per sq ft Not to exceed \$1.18 per sq ft	1 occurrence per dwelling; no maximum quantity		
8	Storm Window	Fixed, Glass Glazing Fixed, Polycarbonate Operable, Glass Glazing Operable, Polycarbonate	INF	Zone 5 only	Not to exceed \$12.40 per sq ft Not to exceed \$18.40 per sq ft Not to exceed \$13.90 per sq ft Not to exceed \$21.40 per sq ft	1 occurrence per dwelling; no maximum quantity		19
9	Thermostat	Programmable	HCM	Zones 4 & 5 only	\$157 per thermostat	2 thermostats per dwelling		16, 17

EXHIBIT B  
(Standard Agreement)  
ATTACHMENT II

REIMBURSEMENTS FOR WEATHERIZATION ACTIVITIES

Line #	Measure	Type	Classification	Applicable DOE Climate Zones	Maximum Reimbursement (No Fixed Fees)	Quantity, Units Per Job	Measure Life	Footnotes
<b>SECTION: OPTIONAL REIMBURSEMENT ENERGY AUDIT</b>								
1	Attic Ventilation	R-value 11 R-value 19 R-value 30 R-value 38	INS	Zones 1 - 3	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		26
2	Ceiling Insulation	AC Wall/Window Evaporative Cooler Roof Evaporative Cooler Window/Wall FAU Split System	INS	Zones 1 - 3	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		5, 6, 7, 9, 11, 12
3	Cooling Replacement (Energy Efficiency Upgrades and Non-Health and Safety Reasons)	Multi-Unit Central System	HCM	All zones for H&S reasons only	SIR per Energy Audit	1 repair or replacement per dwelling; primary only		5, 6, 11, 12
3	Duct Insulation	Multi-Unit Central System	INS	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		5, 6, 7, 8, 11, 12
4	Floor Foundation Venting	Exterior Wall Direct Vent, Interior Wall & Floor Furnace Forced Air Unit (Split System) Mobile Home Furnace	INS	Zones 1 - 3, 5, in conjunction with floor insulation	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		26
5	Floor Insulation	Wood-Fueled	INS	Zones 1 - 3, 5	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		5, 6, 11, 12
5	Heating Source Replacement (Energy Efficiency Upgrades and Non-Health and Safety Reasons)	Multi-Unit Central System Other Types Not Listed Package (Dual Pack) Wood-Fueled	HCM	All zones for H&S reasons only	SIR per Energy Audit	1 repair or replacement per dwelling; primary only		5, 6, 8, 11, 12
8	Kneewall Insulation	R-value 11 R-value 19	INS	Zones 1 - 3	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		5, 6, 11, 12 5, 6, 11, 12 5, 6, 11, 12, 14
9	Shadescreen		GHW	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
10	Shutter		INF	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
11	Storm Window	Fixed Glass Glazing Fixed Polycarbonate Operable Glass Glazing Operable Polycarbonate	INF	Zones 1 - 4	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		19
12	Thermostat	Programmable	HCM	Zones 1 - 3	SIR per Energy Audit	2 thermostats per dwelling		16, 17
13	Tinted Window Film		GHW	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
14	Wall Insulation		INS	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
15	Water Heater Timer		GHW	All zones	SIR per Energy Audit	1 timer per dwelling		

DOE Re-wx Rule

EXHIBIT B  
(Standard Agreement)  
ATTACHMENT II

REIMBURSEMENTS FOR WEATHERIZATION ACTIVITIES

Line#	Measure	Type	Classification	Applicable DOE Climate Zones	Maximum Reimbursement (Not Fixed Fees)	Quantity/Units Per Job	Measure Life	Footnotes
AD5	Assessment/Diagnostics							
EBL	Electric BaseLoad Measure							
GHW	General Heat Waste							
HCM	Heating Cooling Measure							
HSM	Health & Safety Measure							
INF	Infiltration Reduction Measure							
INS	Insulation Measure							

**NO RATE ABOVE IS A FIXED FEE.**  
 All actual labor hours must be documented in the client file. The total labor hours charged to the job can not exceed the total man hours at the jobsite.  
 These reimbursement rates were not determined by the current analysis being conducted using a new energy audit tool. Once the new energy audit tool and priority list are approved by DOE, the maximums and order of priority may change.

**EXHIBIT B**  
**(Standard Agreement)**

(2009 ARRA DOE WAP)

**ATTACHMENT II**  
**FOOTNOTES TO REIMBURSEMENT RATES FOR WEATHERIZATION ACTIVITIES**

1	For purposes of the energy audit, multi-unit buildings or complexes with 2 to 4 units are considered single family dwellings.
2	An inspection of one-hundred percent (100%) of the total number of dwellings weatherized under this Agreement must be completed in accordance with CSD Inspection Policies and Procedures. Reimbursement is allowable for the actual labor hours on the job site only for inspection activity including post-tests for CAS, blower door and Duct Blaster. It does NOT include travel to and from the job site and corrections to measures. If the inspector performs any corrections to measures, the time spent making the corrections shall be included in the amount billed for the measure and shall be subject to Davis Bacon requirements. The percentage of post-testing for CAS, blower door and Duct Blaster for quality control purposes is determined by each agency and shall be included in their local plan subject to CSD approval.
3	Blower door diagnostics are required on 100% of all dwellings in accordance with CSD WIS and is for shell sealing purposes only not including duct leakage. If blower door is not performed, minor envelope repairs excluding only doors and windows with catastrophic leaks can NOT be installed. Blower door diagnostics can not be used for duct leakage tests. The time expended for the installation for infiltration reduction measures during the test are not chargeable to this line item.
4	A Duct Blaster shall be used to perform duct leakage testing on all dwellings with an FAU. Duct testing is a stand-alone test billed separately, even when performed for a dwelling in which a Blower Door Test is performed for purposes of assessing outside air infiltration.
5	If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater 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.
6	Special licensing is required for the installation of Central HVAC systems, Furnaces and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, 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.
7	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 performance with federal, state, and local codes.
8	The total cost per unit must be allocated to all units in the building being served by the central unit. Total costs of the central unit is subject to the sixty-six percent (66%) or fifty percent (50%) eligibility rule used to weatherize all units in a building.
9	Do not perform if dwelling has an operable evaporative cooler.
10	Repairs also include cleaning and filter replacement when applicable.
11	Reimbursement cannot be claimed under "Other Types Not Listed" for costs that exceed the maximums in the other categories of cooling and heating repairs and replacements.
12	Must be classified as health and safety if a gas or electrical safety hazard exists. Age of the appliance cannot be used as a criterion for replacement. Upgrades in heating and cooling appliances for energy efficiency purposes are subject to the energy audit unless required by Title 24.
13	Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.
14	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 fifty percent (50%) of replacement cost, or existing unit is not listed and labeled stove.
15	Repairs and replacements are allowable on pre-existing and vented kitchen exhausts in all unit types. New vented kitchen exhausts may be installed where one was not existing in mobile homes only.
16	Manual Thermostats may be installed in lieu of Programmable Thermostats only if the old thermostat is inoperable and if it is determined that the client receiving such services will not be able to operate and maintain a Programmable Thermostat properly and it is installed for health and safety reasons.
17	Contractors shall ensure the proper disposal of hazardous wastes products, such as fluorescent lamps (tubes, screw-in and plug-in), 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.
18	When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the shell leakage 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.
19	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 not install the infiltration reduction and duct sealing measures identified by this note.
20	If costs should occur such that the maximum time or costs are exceeded, the additional time or costs cannot be charged to Minor Envelope Repair.
21	When installing an exterior door, 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. On any dwelling, an existing and functional deadbolt may be reinstalled in the replacement door, with reimbursement limited to labor for the reinstallation.
22	The types of activity allowable under minor envelope repairs are included in EXHIBIT G, DEFINITIONS and the CSD WIS.
23	Cabinet retrofits are not allowed under DOE for range, cook top, or previously built-in microwaves that have been replaced under LHEAP.
24	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.
25	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, model and age of all replaced refrigerators. Age must be verified utilizing the Refrigerator Energy Use Data at <a href="http://www.wepiac.org">www.wepiac.org</a> or other applicable resources, per the CSD WIS.
26	Attic and floor foundation venting may only be performed in conjunction with ceiling and floor insulation, respectively.
27	General heat waste measures are intended to be low-cost items that can be quickly and easily installed. The weatherstripping for exterior doors does not include door shoes or thresholds which will remain as part of minor envelope repair.
28	Quantities of installed smoke alarms are dictated by code and are limited by the higher of state or local building code. Copies of local building code requiring a higher number of alarms than state code must be on file at the agency for CSD review. Pre-existing smoke alarms are not to be replaced unless they are non-operable after battery replacement. Battery replacement is an allowable expenditure under this line item.

**EXHIBIT D**  
(Standard Agreement)

**SPECIAL TERMS AND CONDITIONS**

1. **TRAVEL AND PER DIEM**

- A. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the requirements of OMB Circular A-87 Attachment B, Paragraph 43 (2 CFR, Part 225) or OMB Circular A-122 Attachment B, Paragraph 51 (2CFR, Part 230).
- C. In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of California Code of Regulations Section 599.615 through 599.638, and shall be reimbursed in accordance with the terms therein.

2. **CERTIFICATIONS**

- A. Contractors' signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:
  - 1) Drug-Free Workplace Requirements, Contract Certification Clauses (CCC-307)
  - 2) National Labor Relations Board Certification (CCC-307)
  - 3) Expatriate Corporations (CCC-307)
  - 4) Domestic Partners (CCC-307)
  - 5) Contractor Name Change (CCC-307)
  - 6) Resolution (CCC-307)
  - 7) Air or Water Pollution Violation (CCC-307)
  - 8) Information Integrity and Security (Department of Finance, Budget Letter 04-35)
  - 9) Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11)

**EXHIBIT D**  
(Standard Agreement)

B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit [www.csd.ca.gov](http://www.csd.ca.gov)

C. Internal Control Certification

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall include:

- 1) Segregation of duties appropriate to safeguard state assets;
- 2) Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- 3) Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- 4) Established practices to be followed in performance of duties and functions;
- 5) Personnel of a quality commensurate with their responsibilities; and
- 6) Effective internal reviews.

3. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**EXHIBIT D**  
**(Standard Agreement)**

C. Pursuant to 10 CFR § 600.142 and 236, Contractor shall not provide DOE WAP services or activities to beneficiaries where there is an actual or perceived conflict of interest, unless CSD has provided prior written approval of either: a) Contractor's conflict of interest policies and procedures, or b) any individual service or activity that presents an actual or perceived conflict including but not limited to:

- 1) Providing program services to Contractor's employees, officers, or other persons or entities with whom Contractor's employee 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.

D. To obtain prior written approval by CSD, Contractor must demonstrate that it will:

- 1) Follow all regular eligibility and prioritization requirements of the Federal programs, as applicable to each service or activity;
- 2) Comply with all dwelling eligibility requirements of this Agreement, including but not limited to rent increase and multiple dwelling restrictions;
- 3) Substantiate the need for weatherization services by completing a dwelling assessment for each individual dwelling unit served; and
- 4) Consent to any further conditions if required by CSD. Failure to obtain prior written approval by CSD will result in costs being disallowed.

4. CODES OF CONDUCT

A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.



**EXHIBIT D**  
**(Standard Agreement)**

- B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 10 CFR 600.236 (for states and local governments) and 10 CFR Part 600.142 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

5. BOARD ROSTER, BYLAWS, RESOLUTION, AND MINUTES

- A. Upon execution of this Agreement, Contractor shall submit to CSD a current roster of members of its governing board's Executive Committee, including contact information for each Committee member at a location other than the Contractor's office, and the most recent version of the organizational bylaws. If Contractor is a nonprofit or public entity that qualifies as an eligible entity under the federal CSBG Act, then Contractor shall instead submit a roster, including contact information, of Executive Committee of the tripartite board. Contractor is responsible to notify CSD of any changes to the Committee roster within thirty (30) days of such occurrence.
- B. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
- C. Where Contractor elects to delegate the signing authority to the chief executive officer, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the Board. Either a specific or current general resolution must be on file with CSD prior to CSD's finally executing this Agreement.
- D. Contractor shall submit to CSD the minutes from regularly scheduled meetings of the governing board and/or tripartite board no later than 30 days after the minutes are approved. Regularly scheduled meetings shall be in accordance with the board's bylaws.

**EXHIBIT D**  
**(Standard Agreement)**

- E. If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the DOE WAP. Such minutes shall be submitted to CSD no later than 30 days after the related meeting.

6. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the 2009 CSD Supplemental Audit Guide. The Supplemental Audit Guide is attached herein as ARRA Exhibit D Attachment I.

B. Audit Reports

1)

- a. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2007 Revision, as amended."
- b. Contractors falling below the federal funding threshold that mandates a single agency-wide audit in accordance with OMB Circular A-133 shall:
  - i. Submit an annual program-specific audit within nine months of the end of the Contractor's fiscal year; and
  - ii. Be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30 days written notice.

- 2) The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

- 3) The audit report must specifically mention that a review for compliance with OMB Circulars A-87 and A-122 was conducted.

**EXHIBIT D**  
**(Standard Agreement)**

- 4) Contractors shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter issued by the accountant, within nine (9) months of the end of the Contract year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to CSD Audit Services Unit a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. CSD may grant an extension not to exceed thirty (30) calendar days from the original due date. The audit report(s) and all supplemental financial information are to be submitted to the following addresses:

Printed copy:  
Department of Community Services and Development  
Attention: Audit Services Unit  
P.O. Box 1947  
Sacramento, CA 95812-1947

Electronic copy:  
audits@csd.ca.gov

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office  
Division of Audits  
300 Capitol Mall, Fifth Floor  
Sacramento, CA 95814

- 5) In the event an audit required under this section has not been submitted in a timely fashion, CSD may at its option impose sanctions as provided in OMB Circular No. A-133 at § \_\_.225, to include:
- a) Withholding a percentage of Federal awards until the audit is completed satisfactorily;
  - b) Withholding or disallowing overhead costs;
  - c) Suspending Federal awards until the audit is conducted; or
  - d) Terminating the Federal award.

**EXHIBIT D**  
**(Standard Agreement)**

7. SUBCONTRACTS (CSD)

Contractor may enter into subcontract(s) to perform part or all of the services contemplated under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in EXHIBIT A, SCOPE OF WORK, Section 4.

- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement.
- B. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.
- C. Contractor shall immediately notify subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).

**EXHIBIT D**  
**(Standard Agreement)**

- E. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- F. All subcontractors shall be subject to the training and record-keeping provisions in Exhibit F. In addition, subcontractors whose training is provided at the Contractor's expense will be subject to a retention agreement, as indicated in ARRA Exhibit B1, section C. 5) d.

8. INSURANCE AND FIDELITY BOND

A. General Requirements

- 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
- 4) New Certificates of Insurance are subject to review for content and form by CSD.
- 5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.

**EXHIBIT D**  
(Standard Agreement)

- 7) The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent upon required current insurance coverage being on file at CSD for this Agreement.

**B. Self-Insurance**

- 1) When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements upon written certification. An appropriate county or city risk manager shall sign this certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- 3) In the case that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel; stating that no changes have occurred from the last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.
- 4) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

**C. Workers' Compensation Insurance**

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

**D. Fidelity Bond**

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.

**EXHIBIT D**  
**(Standard Agreement)**

- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

E. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability, property, and pollution occurrence insurance for a combined single limit of not less than \$500,000 per occurrence. Pollution occurrence insurance is optional.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), naming CSD as an additional insured, to the State as evidence of compliance with general liability, property and pollution insurance requirements prior to issuance of an initial cash advance.

F. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

9. COMPLIANCE MONITORING

- A. As the recipient of federal ARRA DOE WAP grant funds under this Agreement, Contractor shall substantiate that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and trace all costs to the level of expenditure.
- B. As the administrator of the ARRA DOE WAP grant for the State, CSD shall ensure the funds allocated to Contractor are expended for the purposes identified in federal and state DOE WAP law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.

**EXHIBIT D**  
**(Standard Agreement)**

- C. CSD shall conduct on-site and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State DOE WAP.
  - D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.
  - E. Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
  - F. In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations, or findings, and request for corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.
10. NONCOMPLIANCE WITH REQUIREMENTS OF THE AGREEMENT
- A. Determination and Notice
    - 1) If CSD determines that Contractor has not complied with the requirements of this Agreement, CSD shall provide Contractor with written notice setting forth: 1) the factual and legal bases for the determination of noncompliance; and 2) the corrective action(s) required and the date by which they must be taken.
    - 2) If CSD determines that Contractor's noncompliance constitutes a material breach of the Agreement, and that immediate action is required, CSD may initiate an enforcement action in accordance with the provisions in this section and applicable State and federal law.
  - B. For purposes of this section, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:
    - 1) constitutes fraud or gross negligence by Contractor or its agent(s);
    - 2) is likely to result in significant waste and/or abuse of Federal funds;



**EXHIBIT D**  
**(Standard Agreement)**

- 3) has a significant adverse impact on Contractor's ability to meet its administrative, financial or programmatic duties and obligations over the term of the contract or a significant portion thereof;
  - 4) violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;
  - 5) may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; OR
  - 6) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.
- C. For purposes of this section "enforcement action" means the imposition of any of the following: a) special conditions and/or sanctions, b) "high risk" designation; c) contract suspension; d) contract termination; or e) termination of service provider designation.
- D. Special Conditions and Sanctions
- 1) In addition to all other requirements set forth in this Agreement and/or in any guidance issued pursuant to this Agreement, CSD may impose special conditions, sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address a material breach of contract, as defined in Paragraph B, above.
  - 2) Special Conditions may include, but are not limited to:
    - a. obtaining training and/or technical assistance;
    - b. the imposition special or additional reporting requirements;
    - c. the provision of documentation; AND/OR
    - d. the requirement to amend or modify systems, procedures, and/or policies;
  - 3) Sanctions may include, but are not limited to:
    - a. the suspension of advances and/or reimbursements; AND/OR
    - b. the issuance of stop work orders.

**EXHIBIT D**  
**(Standard Agreement)**

- 4) The suspension of advances and/or reimbursements and the issuance of stop work orders are subject to the following provisions:
  - a. if Contractor elects to contest the action, Contractor shall have two working days following receipt of notice to show cause why the sanction should not be enforced;
  - b. CSD shall have two working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.
- 5) Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes as set out below in order to resolve outstanding issues through the established regulatory process;
- 6) Should Contractor fail to submit a writing to show cause or fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.
- 7) Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:
  - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
  - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
  - c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).
- 8) Enforcement Actions involving "High risk" Designation, Contract Suspension, Contract Termination and Termination of Service Provider Designation shall be initiated and conducted in accordance with the applicable provisions found in Title 22 California Code of Regulations § 100875 and other applicable State and federal statutes and regulations.
- 9) Lien Rights  
  
The State retains lien rights on all funds advanced.

**EXHIBIT D**  
**(Standard Agreement)**

11. APPEAL PROCESS WHEN SPECIAL CONDITIONS ARE IMPOSED

When Special Conditions are imposed, Contractor may rebut and/or appeal the action pursuant to Title 22, California Code of Regulations, § 100875.

12. AGREEMENT CHANGES

A. Amendment

- 1) A formal Amendment is required for changes to the term, total cost, or Maximum Amount of this Agreement, scope of work, and formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 2) Contractor shall advise the State when proposed changes to the contract also affect the Program Budget.

B. Minor Modifications

- 1) Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Agreement.
- 2) Minor Modifications shall not affect the maximum limits set for specific line items under this Agreement, i.e., administrative costs, health and safety.
- 3) Minor Modifications may include but not be limited to changes in Contractor's Local Plan made by mutual agreement between Contractor and CSD.

C. Process

- 1) If Contractor intends to request a contract amendment and/or modification, Contractor shall submit a Request for Amendment/Modification Energy, CSD 509, an updated budget if applicable, and a justification supporting the funds transfer request. Contractor shall assure that the request is submitted to CSD no later than 45 calendar days prior to the expiration date of this Agreement. Contractor may submit the signed request for amendment/modification to CSD via fax and/or mail.

**EXHIBIT D**  
**(Standard Agreement)**

- 2) Exceptions to this requirement include the following:

Modifications to the projected budget(s) that do not affect the maximum amount payable under this contract or the work to be performed within the specific DOE WAP program component and the exceptions provided for in EXHIBIT E, ADDITIONAL PROVISIONS, Section 2, PROVISION FOR FEDERALLY FUNDED GRANTS.

13. SYSTEM SECURITY REQUIREMENTS

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with California State Administrative Manual (SAM) Section 5310, Item 4, and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

A. General Information/Data Description

The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver application records for payment processing or contract activity reimbursement.

B. Services Offered

Data exchange between CSD and Contractor shall be handled through two methods: 1) a Contractor user must authenticate to upload data files in a secure socket layer connection; or 2) a secure user interface that is only available to Contractor users with a unique software authentication to see the login window and also a secure tunnel between CSD and the Contract user.

C. Data Sensitivity

- 1) The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
- 2) Appropriate levels of confidentiality for the data shall be based on established data classification (see SAM Section 5320.5).

**EXHIBIT D**  
**(Standard Agreement)**

D. Information Exchange Security

- 1) The security of the information being passed on this primary two-way connection shall be protected through the use of encryption software. The connections at each end shall be secured plus the physical location the application systems shall be within a controlled access facilities. Individual users may not have access to the data except through their systems security software that is logged in detail or controlled. All access will be controlled by authentication methods to validate the approved users.
- 2) Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
- 3) Both CSD and Contractor shall maintain security patches and anti-virus software updates.

E. Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).

F. Formal Security Guidelines

CSD's Computer Security Policy and Contractor's policy and procedures for internal controls shall conform to the standards and obligations for the protection of data established herein and shall ensure their implementation.

G. Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within 24 hours of discovery report to CSD any security incident contemplated herein. Policy governing the reporting of Security Incidents is detailed in section D 2 – L of the SAM Management Memorandum entitled, "Safeguarding Against and Responding to a Breach of Security Involving Personal Information."

**EXHIBIT D**  
**(Standard Agreement)**

H. Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.

I. Data Sharing Responsibilities

All primary and delegated secondary organization that share, exchange, or use personal, sensitive, or confidential data shall adhere to all CSD's policies and SAM guidelines. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

### CALIFORNIA RESIDENTIAL WEATHERIZATION WAGE DETERMINATION

This project wage determination is issued in response to a request from the Department of Energy (DOE) for prevailing wage rates specific to weatherization of residential structures as those structures are defined in the All Agency Memorandum 130 and 131. This wage determination has application only to weatherization construction projects on existing residential structures as described in the SF 308 submitted by DOE. The primary purpose of the project for which this wage determination is being issued is weatherization and is not for the renovation, repair, or new construction of residential structures. All other types of residential construction projects are subject to the published general residential wage determinations for the State of California found on [www.wdol.gov](http://www.wdol.gov).

General weatherization work for purposes of this wage determination is defined as minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors. In California, the Department's recent survey determined as a matter of prevailing practice that these duties are performed by a weatherization worker classification.

Additionally, specialty weatherization work is defined as the (1) replacement of doors and windows; (2) installation and repair of furnace/cooling (HVAC) systems and all associated work involved with the installation of the HVAC system including electrical, pipe, and duct work. In California, the Department's recent survey determined that the duties described by (1) above are performed by a Window and Door Replacement Worker, and by (2) above are performed by an HVAC worker.

Wage payment data submitted for the State of California included wage data information for a weatherization crew chief classification. This classification of worker is essentially a working foreman who performs the same tasks as the weatherization worker, but who is responsible for supervision, job oversight, forms completion, work assignments, and quality assurance. The additional duties are not "laborer or mechanic" work as defined by the Davis-Bacon and related Acts regulations, but are more supervisory in nature. The Department issues various classifications of workers when the duties are defined and distinct from all other classifications of workers on the wage determination. The "laborer or mechanic" duties of the crew chief are not sufficiently distinct to warrant the issuance of a separate classification on the wage determination. Moreover, the Department does not issue separate wage determinations based on a worker's skill, experience or individual training. Therefore, the weatherization crew chief is not listed as a separate classification of worker. The weatherization crew chief must be classified as a weatherization worker and paid at least the applicable wage determination rate of the weatherization worker when performing weatherization work. There is no restriction however to paying the weatherization crew chief more than the weatherization worker wage rate listed on the wage determination.

The rates listed on this wage determination are the minimum rates that may be paid the listed classification for the work performed. Wage rates are based strictly on work performed and are not based on the employee's level of experience, seniority, ability, etc. There are no levels of rates for this work. Workers performing the work described are due at least the minimum rates listed.

The following is a key to the chart below. Each county in the state is listed in alphabetical order on the far left side of the chart. There are two main columns separated by a bold line with the left column labeled Weatherization Survey Wage Determination and the right column labeled Existing Residential Wage Determination.

The three classifications listed under the **Weatherization Survey Wage Determination** column are the classifications and rates determined to be prevailing for weatherization work and are based on wage data submitted in response to the weatherization survey. Weatherization work, as well as the specific duties that may be performed by these three classifications, is defined on this project decision. The rate information under each classification is the basic hourly rate and fringe benefit (if fringe benefits were found to be prevailing). If there is no wage rate or fringe benefit listed under the classification column, usually the HVAC Worker, then there was no data or insufficient data from which to establish a rate and/or fringe benefit for that classification. If the work performed by that classification is needed for the project, then an additional classification request (conformance) must be made. **NOTE:** Classifications and rates listed under the Existing Residential Wage Determination Column may not be used for unlisted classifications/work in the Weatherization Survey Wage Determination column. See below for the procedure for requesting additional classifications and the form to request these classifications.

The classifications listed under the **Existing Residential Wage Determination** column are those classifications and rates currently published as prevailing on the residential general wage determinations. These wage determinations may be found at [www.wdol.gov](http://www.wdol.gov). The classifications and rates listed under the Existing Residential Wage Determination column may be used on weatherization projects only in those situations where the work is **different than that described for the three classifications listed under the Weatherization Survey Column**. For example, when an electrician is needed to perform electrical work not associated with the installation, repair, or overhaul of furnace or cooling equipment, then the existing electrician classification and rate listed under this column may be used for that work. The rate information under each classification is the basic hourly rate and a fringe benefit (if fringe benefits were found to be prevailing). If there is no wage rate or fringe benefit listed under the classification column, then there was no data or insufficient data from which to establish a rate and/or fringe benefit for that classification. If that unlisted classification is needed for the project, then a request for an additional classification (conformance) should be made. See below for the procedure for requesting additional classifications and the form to request these classifications.

Any unlisted classifications and rates (conformances) needed for work not listed on the chart below may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)). The procedure for requesting approval of an unlisted classification and rate (conformance) as well as a "pdf" copy of the form (SF Form 1444) may be found at <http://www.dol.gov/esa/whd/recovery/>. The SF Form 1444 may be sent to the Department electronically, by facsimile, or by mail. Electronic submissions should be sent to [09WeatherizationSurvey@dol.gov](mailto:09WeatherizationSurvey@dol.gov). Facsimile submissions should be sent to (202) 693-1432. Mailed forms should be sent to the address listed in Block 1 of the SF Form 1444. Any SF Form 1444 submitted for weatherization projects should be marked as being for weatherization projects and the project decision being used for the project should also be submitted with the SF Form 1444.



Weatherization Survey (S2009-CA-001)		Existing Residential Wage Determination (www.wdol.gov)				
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter (Excludes Door and Window Replacement, and work listed as performed by weatherization worker)	Electrician (Excludes electrical work associated with HVAC installation, overhaul, and work listed as performed by weatherization worker)	Plumber (Excludes work associated with HVAC installation repair or overhaul and work listed as performed by a weatherization worker)
Alameda	\$15.35+50	\$24.73+10.34	\$20.00+.38	\$36.50+21.40	\$29.87+11.95+3%	\$45.96+24.90
Alpine	\$11.18+69	\$11.18+69	\$17.93+1.54	\$13.00	\$12.67	\$10.25
Amador	\$16.14+5.71	\$16.14+5.71	\$17.93+1.54	\$18.58+6.455	\$17.93+3.38+3%	\$19.72+6.71
Butte	\$16.21+3.83	\$16.21+3.83	\$18.88+5.14	\$9.63+1.61	\$9.00	\$14.00+5.14
Calaveras	\$16.14+5.71	\$16.14+5.71	\$17.93+1.54	\$29.27+20.96	\$26.72+10.65+3%	\$27.35+6.85
Colusa	\$15.24+4.50	\$18.10+7.18	\$20.00	\$11.30+3.645	\$9.89+2.91	
Contra Costa	\$15.28	\$22.77+3.65	\$27.00+.52	\$36.50+21.40	\$29.87+11.95+3%	\$33.66+14.69
Del Norte	\$13.00+.25	\$13.00+.25	\$20.00	\$19.08+6.915 \$19.23+6.955	\$18.80+5.53+3%	\$16.47+9.45
El Dorado	\$13.97	\$13.97	\$18.88+5.14	\$29.27+20.96	\$29.87+11.95+3%	\$29.78+9.57

Weatherization Survey (S2009-CA-001)				Existing Residential Wage Determination (www.wdol.gov)			
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter* (See Page 3)	Electrician* (See Page 3)	Plumber* (See Page 3)	
Fresno	\$17.72+1.33	\$17.72+1.33	\$16.45+1.29	\$21.24+7.20	\$18.00+2.00+3%	\$34.25+18.43	
Glenn	\$15.24+4.50	\$18.10+7.18	\$17.93+1.54				
Humboldt	\$11.31+4.06	\$11.31+4.06	\$20.00	\$19.08+6.915	\$18.80+5.53+3%	\$16.47+9.45	
Imperial	\$10.00+2.77	\$10.00+2.77	\$24.00	\$21.00+10.58	\$32.45+11.08+3%	\$29.97+12.91	
Inyo	\$11.18+69.	\$11.18+0.69	\$17.93+1.54	\$13.00	\$12.67	\$10.00+1.25	
Kern	\$27.39+1.51	\$27.39+1.51	\$26.91+5.62	\$21.24+7.20	\$32.15+15.09+3%	\$29.97+12.91	
Kings	\$14.24+2.39	\$14.24+2.39	\$16.45+1.29	\$7.25	\$7.73	\$8.25	
Lake	\$13.00+2.78	\$18.00+3.55	\$20.00	\$7.76	\$7.47	\$7.47	
Lassen	\$10.20+.94	\$10.20+.94	\$20.00	\$9.86	\$7.25+.905+1%	9.00+2.37	
Los Angeles	\$19.00+3.96	\$19.17+3.90	\$28.00+.39	\$21.00+10.58	\$20.20+7.74+3%	\$29.97+12.91	

Weatherization Survey (S2009-CA-001)				Existing Residential Wage Determination (www.wdol.gov)			
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter* (See Page 3)	Electrician* (See Page 3)	Plumber* (See Page 3)	
Madera	\$12.02+3.85	\$12.14+3.94	\$16.45+1.29	\$21.24+7.20	\$31.35+13.70+3%	\$34.25+18.43	
Marin	\$15.46+1.07	\$18.00+3.55	\$27.00+.52	\$34.75+21.40	\$34.01+11.95+3%	\$40.80+22.60	
Mariposa	\$11.77+4.33	\$14.94+4.11	\$26.91+5.62	\$29.27+20.96	\$22.10+9.24+3%	\$27.35+6.85	
Mendocino	\$13.00+2.78	\$18.00+3.55	\$20.00	\$7.76	\$7.47	\$7.47	
Merced	\$12.02+3.85	\$12.14+3.94	\$16.45+1.29	\$21.24+7.20	\$19.50+13.30+6.5%	\$13.00+7.30	
Modoc	\$11.31+4.06	\$11.31+4.06	\$20.00	\$9.86	\$7.25+.905+1%	9.00+2.37	
Mono	\$11.18+.69	\$11.18+.69	\$17.93+1.54	\$13.00	\$12.67	\$10.00+1.25	
Monterey	\$15.39+.50	\$12.50+2.34	\$27.00+.52	\$30.62+20.96	\$29.87+11.94+3%	\$39.00+17.93	
Napa	\$15.14+1.09	\$18.00+3.55	\$27.00+.52	\$34.75+21.40	\$28.22+9.24+3%	\$30.60+17.10	
Nevada	\$19.56+3.83	\$19.56+3.83	\$20.00	\$29.27+20.96	\$38.43+11.40+3%	\$27.35+6.85	

Weatherization Survey (S2009-CA-001)				Existing Residential Wage Determination (www.wdol.gov)			
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter* (See Page 3)	Electrician* (See Page 3)	Plumber* (See Page 3)	
Orange	\$21.15+4.13	\$28.55+8.7	\$28.00+3.99	\$21.00+10.58	\$19.00+7.26+3%	\$29.97+12.91	
Placer	\$15.00+6.60	\$15.00+0.60	\$18.88+5.14	\$29.77+21.40	\$29.87+11.95+3%	\$27.35+6.85	
Plumas	\$21.55+9.15	\$21.55+9.15	\$20.00	\$11.57	\$9.00	\$14.00	
Riverside	\$15.00	\$20.00	\$24.00	\$21.00+10.58	\$18.00+7.45+3%	\$29.97+12.91	
Sacramento	\$17.04+3.55	\$17.53+4.94	\$18.88+5.14	\$29.77+21.40	\$38.43+11.40+9%	\$27.35+6.85	
San Benito	\$15.57+9.1	\$12.50+2.34	\$27.00+5.2	\$30.62+21.40	\$29.87+11.95+3%	\$30.90+7.90	
San Bernardino	\$23.28+3.37	\$23.42+3.30	\$21.28+3.30	\$21.00+10.58	\$19.00+7.26+3%	\$29.97+12.91	
San Diego	\$16.62+10.27	\$16.62+10.27	\$17.10+1.43	\$37.28+10.58	\$37.35+11.08+3%	\$35.97+15.86	
San Francisco	\$17.08+9.93	\$21.90+2.60	\$27.00+5.7	\$36.50+21.40	\$29.87+11.95+3%	\$40.80+22.60	
San Joaquin	\$19.32+6.82	\$19.32+6.82	\$26.91+5.62	\$21.24+7.20	\$33.00+20.04+7.5%	\$13.00+7.30	

Weatherization Survey (S2009-CA-001)				Existing Residential Wage Determination (www.wdol.gov)			
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter* (See Page 3)	Electrician* (See Page 3)	Plumber* (See Page 3)	
San Louis Obispo	\$16.71+4.45	\$16.71+4.45	\$20.19	\$21.00+10.58	\$17.75+4.50+3%	\$29.97+12.91	
San Mateo	\$16.44+3.89	\$17.00+5.45	\$27.00+.52	\$36.50+21.40	\$29.87+11.95+3%	\$27.35+6.85	
Santa Barbara	\$18.52	\$15.00	\$20.19	\$21.00+10.58	\$17.50+0.50+3%*	\$29.97+12.91	
Santa Clara	\$17.00+5.45	\$17.00+5.45	\$27.00+.57	\$36.50+21.40	\$29.87+11.95+3%	\$30.90+7.90	
Santa Cruz	\$15.41+.75	\$12.50+2.34	\$27.00+.57	\$30.62+20.96	\$29.87+11.95+3%	\$39.00+17.93	
Shasta	\$14.44+6.30	\$14.57+6.48	\$18.88+5.14	\$9.91	\$11.00+.39	\$10.00	
Sierra	\$21.55+9.15	\$21.55+9.15	\$20.00	\$8.50	\$10.00	\$7.25	
Siskiyou	\$12.00+5.50	\$12.00+5.50	\$20.00	\$9.91	\$11.00+.39	\$10.00	
Solano	\$15.23+1.03	\$18.00+3.55	\$27.00+.52	\$36.50+21.40	\$34.01+11.95+3%	\$30.60+17.10	
Sonoma	\$15.02+1.07	\$18.00+3.55	\$27.00+.52	\$36.50+21.40	\$34.01+11.95+3%	\$40.80+28.96	

Weatherization Survey (S2009-CA-001)				Existing Residential Wage Determination (www.wdol.gov)			
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter* (See Page 3)	Electrician* (See Page 3)	Plumber* (See Page 3)	
Stanislaus	\$14.82+1.22	\$15.09+3.84	\$26.91+5.62	\$21.24+7.20	\$19.50+13.30+6.5%	\$13.00+7.30	
Sutter	\$17.53+4.94	\$17.53+4.94	\$18.88+5.14	\$29.27+20.96	\$38.43+11.40+3%	\$34.50+17.93	
Tehama	\$14.44+6.30	\$14.57+6.48	\$20.00	\$8.56	\$10.12	\$9.67	
Trinity	\$15.24+4.50	\$18.10+7.18	\$20.00	\$8.56	\$10.12	\$9.67	
Tulare	\$8.00	\$8.00	\$14.67+1.38	\$21.24+7.20	\$31.35+13.70+3%	\$34.25+18.43	
Tuolumne	\$16.14+5.71	\$16.14+5.71	\$17.53+1.54	\$29.27+20.96	\$26.72+10.65+3%	\$34.50+17.93	
Ventura	\$25.00+5.29	\$25.00+5.29	\$20.19	\$21.00+10.58	\$33.55+13.25+3%	\$29.97+12.91	
Yolo	\$13.00+2.78	\$18.00+3.55	\$18.88+5.14	\$29.77+21.40	\$38.43+11.40+3%	\$29.79+9.57	
Yuba	\$17.53+4.94	\$17.53+4.94	\$18.88+5.41	\$29.27+20.96	\$29.87+11.95+3%	\$27.35+6.85	

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

1. **PROVISIONS FOR FEDERALLY FUNDED GRANTS**

A. Contractor certifies that it possesses legal authority to apply to the State for DOE WAP funds and assures compliance with the purposes as set forth in 42 USC 8621 et seq., as amended.

B. Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

C. IIRIRA Section 508. NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS. Section 432 (d) of the personal responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. 1642) as amended exempts non profit Charitable Organizations under this title to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in section 401 (c) ) or any State or local public benefit (as defined in section 411(c) ).

2. **FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS**

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

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

B. 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;

**EXHIBIT E**  
**(Standard Agreement)**

- C. 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
- D. Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Exhibit E. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the DOE WAP.

3. PROCUREMENT

A. Contract Administration

- 1) Contractors shall administer this Agreement in accordance with all federal and state rules and regulations governing DOE WAP grants pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in EXHIBIT B to this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in OMB Circulars A-102 and A-110 and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.



**EXHIBIT E**  
**(Standard Agreement)**

- 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors where the per-unit cost exceeds \$5,000, three competitive quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
- 5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner ensuring that all qualified individuals and entities are made aware of the opportunity to participate. Contractor shall comply with the following requirements at Contractor's election:
  - a. Contractor shall submit for CSD's review and approval the written procurement procedures developed pursuant to Section 3. A. 1) above.
  - b. Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD. CSD must approve. Contractors cannot execute purchases, leases, or subcontracts for services until approved by CSD when the purchase or lease meets either of the following provisions:
    - i. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or
    - ii. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- 6) Noncompliance with any of the provisions in this Section 3 shall result in a disallowance of the costs of the procurement transaction.

**EXHIBIT E**  
**(Standard Agreement)**

- 7) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of State-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
  - a. Maintaining insurance coverage against loss or damage to such property or equipment.
  - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.
- 8) Contractor shall comply with the provisions governing the acquisition of equipment and/or vehicles with federal funds set forth in 10 CFR 600.232.

B. Limitation on Use of Funds

Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

4. AFFIRMATIVE ACTION COMPLIANCE

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

5. NONDISCRIMINATION COMPLIANCE

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:

**EXHIBIT E**  
**(Standard Agreement)**

- 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
- 2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.
- 3) Rehabilitation Act of 1973, as amended.
- 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- 5) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
- 6) Public Law 101-336, Americans with Disabilities Act of 1990, as amended.

6. SPECIFIC ASSURANCES

A. Pro-Children Act of 1994

- 1) This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).
- 2) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For detailed explanation, see [www.csd.ca.gov](http://www.csd.ca.gov).

B. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

C. Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

**EXHIBIT E**  
**(Standard Agreement)**

D. Political Activities

- 1) Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
- 2) Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

E. Lobbying Activities

- 1) Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
- 2) If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, EXHIBIT H, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

7. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

- A. Any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the state, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefor.
- C. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.

**EXHIBIT E**  
**(Standard Agreement)**

D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

8. FAIR HEARING PROCESS FOR ALLEGED VIOLATION OF THE CIVIL RIGHTS ACT AGAINST CONTRACTOR

A. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

B. The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations (CFR), Section 81.1 et seq.

9. FAIR HEARING PROCESS FOR APPLICANTS FOR DENIAL OF BENEFITS BY CONTRACTOR

A. Contractor shall provide all interested individuals equal opportunity to apply for DOE WAP programs, and shall not discourage any interested individual from submitting an application for DOE WAP assistance. Contractor shall act upon all applications in writing within fifteen (15) working days.

B. Pursuant to Title 22 of the California Code of Regulations, Section 100805, Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of Section 100805 subdivision (b), plus:

- 1) Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about the right to appeal to both the Contractor and to CSD.
- 2) Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.

**EXHIBIT E**  
**(Standard Agreement)**

- 3) Provisions that ensure that Contractor notifies the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall simultaneously provide a copy of the final decision to the Manager of CSD's Energy Services Division.
- 4) Provisions to enable Contractor to collate information on denials and appeals in its regular program reporting.

10. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

11. COMPLAINT MANAGEMENT

- A. Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under the DOE ARRA Program. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.
- B. Contractor shall ensure that all complaints are documented, and include the date, time, client name and address, and nature of the complaint, and the actions undertaken by the Contractor to resolve the issue.

**EXHIBIT E**  
**(Standard Agreement)**

- C. If the Contractor's efforts did not result in a resolution, the Contractor may refer the client to the CSD Field Representative assigned to the Contractor. The Contractor shall contact the CSD Field Representative directly and explain the issue, actions taken to resolve the issue, and provide to the CSD Field Representative any supporting documentation that demonstrates the Contractor's attempts to resolve the issue.

12. PUBLICATIONS

- A. Contractor is encouraged to publish or otherwise make publicly available the results of the work conducted under the award, subject to regulations in Section B below.
- B. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

*Acknowledgment:* "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

*Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

13. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, neither the State nor Federal Government shall be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

**EXHIBIT F**  
**(Standard Agreement)**

**PROGRAMMATIC PROVISIONS**

1. **SERVICE PRIORITY GUIDELINES**

- A. Contractor shall give first priority for weatherization services to those households that have the highest energy burden and high residential energy users and shall factor into its first priority for services those households with the following vulnerable populations: families with children under the age of 19, persons with disabilities, and elderly persons (ages 60 years or older).
- B. Contractor may give first priority for services to those households whose members have life-threatening emergencies.
- C. Additional priorities shall be as set forth in ARRA EXHIBIT F, LOCAL PLAN, ATTACHMENT I, Priority Plan Narrative must include consideration for determining households that would qualify for energy audit assessments and installation of optional measures.
- D. Due to limited funding, Contractors shall ensure compliance with the DOE Reweathering Policy when providing services to dwellings previously weatherized from September 30, 1994 and earlier. Contractors serving previously weatherized dwellings shall include the selection process for serving previously weatherized dwellings in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT II, DOE WEATHERIZATION PRIORITY PLAN NARRATIVE (CSD 793).
- E. Equitable Treatment  
  
Contractor shall assure that owners and renters receive equitable treatment under this program.

2. **OUTREACH AND INTAKE ACTIVITY GUIDELINES**

A. Outreach

Contractor shall perform appropriate outreach activities to ensure that households in the service area are informed about all DOE WAP program services and have an opportunity to apply for such services.



**EXHIBIT F**  
**(Standard Agreement)**

**B. Client Education / Budget Counseling**

- 1) Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with the Contractor's approved DOE WEATHERIZATION PRIORITY PLAN NARRATIVE (CSD 793), EXHIBIT B, ATTACHMENT II, Contractors shall include at least the following:
  - a. Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;
  - b. Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household;
  - c. Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency;
  - d. The EPA pamphlet "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools" for occupants of pre-1978 dwellings;
  - e. The EPA pamphlet "A Brief Guide to Mold, Moisture, and Your Home";
  - f. A description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling;
  - g. An explanation of the action of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures;
  - h. Disclosure of any identified health, safety, or structural hazard conditions or deficiencies to the property owner and occupying tenant.

**EXHIBIT F**  
**(Standard Agreement)**

- 2) Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or Contractor's equivalent, which substantiates that the client was provided with energy conservation, budget counseling and mold and lead-based paint education.
- 3) In the event pre-existing health, safety, or structural conditions prevent the delivery of weatherization services or a particular measure, Contractor shall complete the CSD Weatherization Deferral Form to document the reason(s) for the service deferral and provide a copy to the property owner and occupying tenant.

C. Coordination

Contractor shall refer all potentially eligible applicants including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, CARE/RRP, DOE WAP, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

4. WEATHERIZATION ACTIVITY GUIDELINES

A. Applicant Eligibility

- 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to seventy-five percent (75%) of the State median income.
- 2) Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the 2009 LIHEAP Eligibility and Verification Guide at [www.csd.ca.gov/programs](http://www.csd.ca.gov/programs).
- 3) Contractor shall certify a household's income eligibility prior to the delivery of all energy program services.
- 4) Contractor shall collect and maintain copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

**EXHIBIT F**  
**(Standard Agreement)**

- 5) Contractor shall reimburse DOE for all costs associated with the delivery of weatherization services covered under this agreement to dwellings occupied by family units ineligible for weatherization assistance at the time such services were provided.

**B. Dwelling Eligibility**

- 1) The certification shall remain in effect for a period of 120 days from the date the household is determined income eligible.
- 2) Contractor shall perform the assessment of weatherized dwellings within 120 days of the determination of the household's income eligibility to receive weatherization assistance services. In the event the Contractor is unable to perform the weatherization dwelling assessment within the 120-day period, the Contractor shall obtain updated income verification documentation to recertify the household's income eligibility, prior to commencing the delivery of any form of weatherization assistance service, include the dwelling assessment.
- 3) Contractor shall complete the post-combustion appliance safety test within sixty (60) days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.
- 4) Contractor shall complete weatherization services within six (6) months from the date of the original assessment of a dwelling. In the event the Contractor is unable to perform all weatherization services within the 6-month period, the Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.
- 5) **Permission to Provide Services**
  - a. Contractor shall obtain general written permission of the owner-occupied dwelling or the tenant and the owner of a rental unit or owner's agent to perform an assessment and weatherization work prior to performing any such services. Such permission for rental units shall be recorded on the Energy Service Agreement for Occupied/Unoccupied Single or Multi-Family Rental Units (CSD 515).

**EXHIBIT F**  
**(Standard Agreement)**

- b. If during the course of performing weatherization and/or heating and cooling appliance repair or replacement services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall notify the owner-occupied dwelling and/or the owner of a rental unit prior to continuing with the scheduled work.
- 6) Rent Increase Restrictions
- a. For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.
  - b. Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint including date complaint was made, date investigations began, and results.
  - c. Should a complaint be found valid, Contractor shall obtain the amount equal to the weatherization work performed on that unit from the landlord and, if previously reimbursed from CSD, remit that amount to CSD along with details of the investigation.
- 7) Multiple Unit Dwellings
- a. In accordance with 10 CFR 440.22(b)(2), Contractor may weatherize a large multi-family building or complex containing more than 5 individual dwelling units when not than less than 66 percent of the dwelling units in the building, or in the case of duplexes and four-plexes, where 50 percent of the units within the building:
    - i. Are eligible dwelling units, or

**EXHIBIT F**  
**(Standard Agreement)**

- ii. The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.
  
- b. If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required.
  
- c. The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$6,500 maximum average per unit.
  
- d. Contractor shall complete a Multi-Family Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent for each complex and shall maintain a copy in each individual client file.
  
- e. Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.
  
- f. The owner has signed a copy of the Energy Service Agreement for Rental Units (CSD 515), authorizing the weatherization work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;
  
- g. No undue or excessive enhancement shall occur to the value of the dwelling units.
  
- h. The repair and replacement of heating appliances, and water heaters shall be performed at the option of the Contractor in unoccupied multi-unit dwellings under DOE WAP only if a dangerous indoor air quality condition is found to exist, e.g., carbon monoxide hazard or gas leak and/or fire hazard.
  
- i. If a dangerous indoor air quality condition and/or fire hazard is found to exist, Contractor shall disable the appliance to eliminate the immediate hazard in accordance with CSD Weatherization Installation Standards and Policies and Procedures.

**EXHIBIT F**  
**(Standard Agreement)**

- ii. If the dwelling is later occupied with an eligible applicant, Contractor may provide the appliance services and shall report the dwelling as previously weatherized. Upon the completion of service, Contractor shall report the dwelling as previously weatherized.
- 8) Previously Weatherized Dwellings
- a. Weatherization services for a dwelling unit previously weatherized using DOE funds are not allowable EXCEPT if:
    - i. A dwelling unit has been damaged by fire, flood, or act of nature and repair of the damage to weatherization materials is not paid for by insurance;
    - ii. A dwelling unit weatherized using DOE WAP or other Federal program funds prior to September 30, 1994 needs further weatherization assistance; or
    - iii. A dwelling unit weatherized using DOE WAP or other Federal program funds after September 30, 1994 did not receive a full complement of services and previously unapplied allowable measures are to be installed.
  - b. Each dwelling must receive a new assessment, diagnostic testing and energy audit which takes into account any previous energy conservation improvements to the dwelling. Only those energy conservation measures at or above a savings-to-investment ratio (SIR) of 1 are allowable.
  - c. Measures installed outside those weatherization measures disclosed during the dwelling's initial weatherization assessment constitute a reweatherized dwelling.
  - d. Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization. Contractor shall not report demographics for reweatherized dwellings.
  - e. If the previous weatherization was performed under CSD or other federal or a nonfederal program, the dwelling and occupant eligibility must be recertified.

**EXHIBIT F**  
**(Standard Agreement)**

9) Ineligible Dwellings

- a. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.
- b. Contractor shall not weatherize any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of the Weatherization Building Assessment and Job Order Sheet (CSD 540) and the Energy Services Agreement for Rental Units (CSD 515) as applicable.
- c. Contractor shall not weatherize a dwelling having master-metered units unless direct savings to individual tenants can be documented. Contractor shall place such documentation in the client's file.
- d. No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, hotel, motel, etc. may be weatherized under this Agreement.

10) Temporary Shelters/Homeless Individuals

Eligibility of the occupants may be assumed if the owner/operator will certify in writing that occupancy is limited to no more than 90 calendar days and that admittance criterion complies with CSD contract eligibility guidelines, whether or not rent is paid has no effect on eligibility.

11) Group Homes

If the building does not qualify as a multi-family structure, income eligibility is based on all occupants as a group, and the building must be weatherized as a single dwelling unit.

C. Minimum Requirements for Weatherization Services

- 1) Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or other program may be weatherized under this Agreement only if:
  - a. Ceiling Insulation plus two (2) additional Mandatory Measures are installed, or

**EXHIBIT F**  
**(Standard Agreement)**

- b. In the event Ceiling Insulation is not feasible, at least three (3) Mandatory Measures are installed.
  - c. Blower door and duct leakage diagnostics may be counted as Mandatory Measures for the purpose of meeting the minimum number of measures.
- 2) Multi-unit dwellings that have not been previously weatherized under a CSD program or other program, may qualify for weatherization services only if ceiling insulation plus two (2) additional Mandatory measures are installed or, in the event ceiling insulation is not feasible, at least three (3) Mandatory measures.
- a. Installation of ceiling insulation may be counted as a ceiling insulation measure for each unit within that building envelope.
  - b. Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.
  - c. Insulation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.
  - d. Blower door and duct leakage diagnostics can be counted as Mandatory Measures for the purpose of meeting the minimum number of measures.
- 3) If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred and the dwelling ineligibility documented in the client file.
- a. If, in the judgment of the assessor or installation personnel, any condition exists which may endanger the health and safety of workers or occupants, weatherization shall not proceed until the condition is corrected.
  - b. In addition to nonfeasibility criteria in the CSD Weatherization Installation Standards, the decision to defer weatherization may be based upon the presence of conditions including, but not limited to the following:
    - i. The building structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that:



**EXHIBIT F**  
**(Standard Agreement)**

1. Failure is imminent and the conditions cannot be corrected within the scope of WAP reimbursements;  
or
  2. Full assessment and/or diagnostic tests cannot be performed due to the structural deficiencies of the dwelling.
- ii. The house has sewage leakage or other sanitation problems which, if work were to begin, would further endanger the client and/or weatherization installers.
  - iii. Moisture problems are so severe they cannot be resolved within the scope of the program's Minor Envelope Repair provisions.
- 4) Repair of large leaks identified by blower door testing may reduce shell leakage so close to the Minimum Ventilation Requirement (MVR) that caulking and/or weatherstripping are not feasible, thus reducing the number of feasible Mandatory Measures to fewer than needed to qualify the dwelling for weatherization. In this case, Contractor may substitute noninfiltration reduction as needed in accordance with the CSD Measure Installation Policies and Procedures incorporated by reference to this Agreement, and available on the CSD website at [www.csd.ca.gov](http://www.csd.ca.gov).
  - 5) The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

**D. Dwelling Assessments**

- 1) Contractor shall assess eligible dwellings to identify the specific energy-efficiency and health and safety services to be offered under the allowable scope of services outlined in this agreement.
- 2) Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training, as specified in this Exhibit F, Section 7, TRAINING REQUIREMENTS.

**EXHIBIT F**  
**(Standard Agreement)**

- 3) Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.
- 4) Contractor shall provide notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of the following:
  - a. Any significant structural and engineering changes required to complete the weatherization work before the specified work commences; and
  - b. Confirmation of the work completed.
- 5) Dwelling Assessment Performance
  - a. Dwelling assessments shall include the following required activities:
    - i. The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this agreement. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable.
    - ii. The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention, and the offering of prescribed list of health and safety measures needed to remedy noted conditions.
    - iii. The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

**EXHIBIT F**  
**(Standard Agreement)**

- iv. Determination of whether the dwelling meets the criteria for Historic Preservation Review as specified in Subdivision b below.
  
- b. Historic Preservation Review of Dwellings
  - i. To ensure compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the DOE ARRA Program on dwellings that are 45 years or older. For purposes of this Agreement, the historic review shall be known as the Historic Preservation Review.
  
  - ii. The Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR 60.4.
  
  - iii. When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in Subdivision ii., Contractor shall initiate the Historic Preservation Review process as specified in CSD Historic Preservation Review Policy incorporated by reference to this Agreement, and available on the CSD website at [www.csd.ca.gov](http://www.csd.ca.gov).
  
- c. Combustion Appliance Safety (CAS) Tests
  - i. The completion of a pre- combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

**EXHIBIT F**  
**(Standard Agreement)**

- ii. If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install noninfiltration reduction measures.
  
- d. If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.
  - i. Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral Form.
  
  - ii. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

**E. Diagnostic Testing**

- 1) Contractor shall perform blower door diagnostic testing only for shell sealing purposes on a all single-family and multi unit building types weatherized under this agreement in accordance with CSD blower door testing standards and policies and procedures. Infiltration reduction measures subject to blower door diagnostics shall not be installed if the diagnostic testing is not performed.
  
- 2) Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a preweatherization blower door test.
  
- 3) Duct Blaster diagnostic testing shall be required on all weatherized dwellings units with forced-air systems.
  
- 4) Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training, as specified in this Exhibit F, Section 7, TRAINING REQUIREMENTS.