

(2011 LIHEAP)

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

**ATTACHMENT II, CLAUSE XX. DAVIS BACON ACT REQUIREMENTS**

(Please see the attached document.)

## EXHIBIT D, ATTACHMENT II DAVIS-BACON ACT

### CLAUSE XX. DAVIS-BACON ACT REQUIREMENTS

**A. Definitions.** For purposes of this Clause, Clause XX, Contract Work Hours and Safety Standards Act, and Clause XXXX, Recipient Functions, the following definitions are applicable:

- (1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.
- (2) *"Construction, alteration or repair"* means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
  - (a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
  - (b) Painting and decorating; or
  - (c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
- (3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.
- (4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) *Contractor* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.
- (6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (7) *"Site of the work"*—
  - (a) Means--
    - (i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and
    - (ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;
  - (b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—
    - (i) They are dedicated exclusively, or nearly so, to performance of the project; and
    - (ii) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and
  - (c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively

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or nearly so, to the performance of an Award, Subaward, or Contract.

(8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(9) *Subrecipient* means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

### **B. Davis-Bacon Act**

(1)(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(i) Applicable to Recipient Only: Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

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- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**C. Rates of Wages**

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.

(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the

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appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

### ***D. Payrolls and Basic Records***

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(b) The Recipient is responsible for ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify --

- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without

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rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer; authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

***E. Withholding of Funds***

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

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***F. Apprentices and Trainees***

**(1) Apprentices**

- (a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—
  - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
  - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.
- (c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(2) Trainees**

- (a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
- (b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees

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shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

### ***G. Compliance with Copeland Act Requirements***

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

### ***H. Subawards and Contracts***

(1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis-Bacon Act Requirements" and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at

[http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413\\_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf).

Within 14 days after issuance of a Contract or lower-tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower-tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower-tier subcontracts. SF 1413 is available from the Contracting Officer or at

[http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413\\_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). The

Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

### ***I. Contract Termination -- Debarment***

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

### ***J. Compliance with Davis-Bacon and Related Act Regulations***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

### ***K. Disputes Concerning Labor Standards***

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes



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concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

### *L. Certification of Eligibility*

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### *M. Approval of Wage Rates*

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

### **Clause XXX. Contract Work Hours and Safety Standards Act**

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWHSSA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages.

(1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the

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same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.

D. Subcontracts. The Subrecipient shall insert in a Contract and a Contractor shall insert in any lower tier subcontracts, the clauses set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Clause in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower- tier subcontractors).

E. The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Clause XX, Davis-Bacon Act Requirements, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in Clause XX, Davis-Bacon Requirements.

### **Clause XXXX. RECIPIENT FUNCTIONS**

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;
- (d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
- (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
- (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
- (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
- (h) Provide copies of all records upon request by DOE or DOL in a timely manner.

(2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.

(3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

(2011 LIHEAP)

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

**ATTACHMENT III, STATEMENT AND ACKNOWLEDGMENT (Standard Form 1413)**

(Please see the attached document.)

## STATEMENT AND ACKNOWLEDGMENT

OMB No.: 9000-0014  
Expires: 5/31/2011

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

## PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR				5. SUBCONTRACTOR	
a. NAME				a. NAME	
b. STREET ADDRESS				b. STREET ADDRESS	
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
				d. STATE	
				e. ZIP CODE	
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDED FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	
10b. TITLE OF PERSON SIGNING		12. DATE SIGNED	

## PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6)  
Payrolls and Basic Records  
Withholding of Funds  
Disputes Concerning Labor Standards  
Compliance with Davis-Bacon and Related Act Regulations

Davis-Bacon Act  
Apprentices and Trainees  
Compliance with Copeland Act Requirements  
Subcontracts (Labor Standards)  
Contract Termination - Debarment  
Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C	
B		D	
15a. NAME OF PERSON SIGNING		16. BY (Signature)	
15b. TITLE OF PERSON SIGNING		17. DATE SIGNED	

(2011 LIHEAP)

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

**ATTACHMENT IV, PREVAILING WAGE DETERMINATION AND RESPONSE TO  
REQUEST, U.S. DEPARTMENT OF LABOR**

(Please see the attached document.)

## EXHIBIT D, ATTACHMENT IV

Request For Wage Determination And  
Response To Request

(Do not Reopen Act as Amended and Related Statutes)

FOR DEPARTMENT  
OF LABOR USE

## Response To Request

☐ Use wage determination issued for  
this area

☒ The attached decision noted below  
is applicable to this project.

## Decision Number

2009-CA-001

## Date of Decision

12/11/2009

## Expires

03/06/2010

## Supervisor's Decision Number

2009-CA-001

## Approved

 Shirley Ebbers, Director  
Division of Wage Determinations
U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division

## Mail Your Request To:

 U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Branch of Construction Contract Wage Determinations  
Washington, D.C. 20210

## Requesting Officer (Type name and signature)

 Lisa Kuznir  
Lisa.Kuznir@dol.gov  
Department, Agency, or Bureau  
Department of Energy/National Energy Technology Laboratory  
Phone Number  
304-285-4242

## Date of Request

02/11/2009

## Estimated Advertising Date

N/A

## Prior Decision Number (if any)

N/A

## Estimated \$ Value of Contract

☐ Under 1/2 MI ☐ 1/2 to 1 MI ☐ 1 to 5 MI ☐ Over 5 MI

## Type of Work

☐ Bldg. ☒ Resid.

## Estimated Bid Opening Date

☐ Highway ☐ Heavy

## Address to which wage determination should be mailed. (Print or type)

 3010 Collins Ferry Rd.  
PO Box 880  
Morgantown, WV 26507

 Fax Number  
304-285-4663

## Location of Project (City, County, State, Zip Code)

State of California - all counties

## Description of Work (Be specific) (Print or type)

RESIDENTIAL WEATHERIZATION/CONSTRUCTION

Describe the work to be performed. Minor repairs, batt insulation, blown insulation, window &amp; door repair and weatherstripping; air sealing; caulking; replacement of windows, doors; furnace/cooling major overhaul or replacement; furnace/cooling tune up and repair; electrical repairs; minor or incidental structural repairs; plumbing work; duct sealing and/or repair and/or replacement.

CHECK OR LIST CRAFTS NEEDED  
(Attach continuation sheet if needed)

Asbestos workers

Boilermakers

Bricklayers

Carpenters

Cement masons

Electricians

Glaziers

Ironworkers

Laborers (Specify classes)

HVAC Mechanic

Lathers

Marble &amp; tile setters, terrazzo workers

Painters

Plasterers

Plumbers

Roofers

Sheet metal workers

Soft floor layers

Steamfitters

Welders-rate for craft

Truck drivers

Power equipment operators

(Specify types)

Weatherization Worker

Other Crafts

S2009-CA-001

Issue Date: 12/11/2009

Exp. Date: 03/06/2010

## 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.

S2009-CA-001

Issue Date: 12/11/2009

Exp. Date: 03/06/2010

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.



S2009-CA-001

Issue Date: 12/11/2009

Exp. Date 03/06/2010

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+6.69	\$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)		
<b>Madera</b>	\$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		
<b>Marin</b>	\$15.46+1.07	\$18.00+3.55	\$27.00+.52	\$34.75+21.40	\$34.01+11.95+3%	\$40.80+22.60		
<b>Mariposa</b>	\$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		
<b>Mendocino</b>	\$13.00+2.78	\$18.00+3.55	\$20.00	\$7.76	\$7.47	\$7.47		
<b>Merced</b>	\$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		
<b>Modoc</b>	\$11.31+4.06	\$11.31+4.06	\$20.00	\$9.86	\$7.25+.905+1%	9.00+2.37		
<b>Mono</b>	\$11.18+.69	\$11.18+.69	\$17.93+1.54	\$13.00	\$12.67	\$10.00+1.25		
<b>Monterey</b>	\$15.39+.50	\$12.50+2.34	\$27.00+.52	\$30.62+20.96	\$29.87+11.94+3%	\$39.00+17.93		
<b>Napa</b>	\$15.14+1.09	\$18.00+3.55	\$27.00+.52	\$34.75+21.40	\$28.22+9.24+3%	\$30.60+17.10		
<b>Nevada</b>	\$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+.87	\$28.00+3.99	\$21.00+10.58	\$19.00+7.26+3%	\$29.97+12.91	
Placer	\$15.00+.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+3%	\$27.35+6.85	
San Benito	\$15.57+.91	\$12.50+2.34	\$27.00+.52	\$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+.93	\$21.90+2.60	\$27.00+.57	\$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	

(2011 LIHEAP)

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

**ATTACHMENT V, DAVIS-BACON WAGE CLASSIFICATIONS BY MEASURE**

(Please see the attached document.)

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

**(2011 LIHEAP)**

**ATTACHMENT V: DAVIS-BACON WAGE CLASSIFICATIONS BY MEASURE**

<b>Measure</b>	<b>Prevailing Wage Classification</b>
<b>Assessments/Diagnostics</b>	
Dwelling Assessment	N/A
Energy Audit	N/A
Combustion Appliance Safety Test	N/A
Blower Door Test	N/A
Duct Leakage Test	N/A
Contractor Post-Weatherization Inspection	N/A
<b>Weatherization Work</b>	
Attic Ventilation	Weatherization Worker
Boiler Repair	HVAC/Furnace/Heating & Cooling Mechanic
Boiler Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Carbon Monoxide Alarm	Weatherization Worker
Caulking	Weatherization Worker
Ceiling Fan	Electrician - General Residential Wage
Ceiling Insulation	Weatherization Worker
Compact Fluorescent Lamps - Hard Wire	Electrician - General Residential Wage
Compact Fluorescent Lamps - Thread Base	Weatherization Worker
Cooking Appliance Repair	Electrician - General Residential Wage
Cooking Appliance Replacement	Electrician - General Residential Wage
Cooling Repair	HVAC/Furnace/Heating & Cooling Mechanic
Cooling Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Cover Plate Gaskets	Weatherization Worker
Doors, Exterior (All Other Types)	Doors & Windows Weatherization Worker
Doors, Sliding Glass	Doors & Windows Weatherization Worker
Duct Insulation	Weatherization Worker
Duct Repair	Weatherization Worker
Duct Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Exterior Pipe Wrap	Weatherization Worker
Filter Replacement, Heating and Cooling Appliance	Weatherization Worker
Floor Foundation Venting	Weatherization Worker
Floor Insulation	Weatherization Worker
Glass Replacement	Doors & Windows Weatherization Worker
Heating Source Repair	HVAC/Furnace/Heating & Cooling Mechanic
Heating Source Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Hot Water Flow Restrictors and Showerheads	Weatherization Worker
Kitchen Exhaust Installation, Repair & Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Kneewall Insulation	Weatherization Worker
Mechanical Ventilation	Electrician - General Residential Wage
Microwave Oven	Weatherization Worker
Minor Envelope Repair	Weatherization Worker
Refrigerator Replacement	Weatherization Worker
Refrigerator Replacement - Grounding Plug	Electrician - General Residential Wage



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

**(2011 LIHEAP)**

<b>Measure</b>	<b>Prevailing Wage Classification</b>
Shadescreens	Weatherization Worker
Shutters	Weatherization Worker
Storm Windows	Weatherization Worker
Thermostat	HVAC/Furnace/Heating & Cooling Mechanic
Timer, Electric Water Heater	Electrician - General Residential Wage
Tinted Window Film	Weatherization Worker
Torchiere Lamp	Weatherization Worker
Vent Cover, Interior	Weatherization Worker
Wall Insulation, Stucco and Wood	Weatherization Worker
Water Heater Blanket	Weatherization Worker
Water Heater Pipe Wrap	Weatherization Worker
Water Heater Repair	Plumber - General Residential Wage
Water Heater Replacement	Plumber - General Residential Wage
Weatherstripping	Weatherization Worker
Window Repairs and Replacement	Doors & Windows Weatherization Worker

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

**(2011 LIHEAP)**

**ATTACHMENT VI, 2011 LIHEAP APPROVED LABOR RATES FOR UNITS**

(Please see the attached document.)

**2011 LIHEAP Approved Labor Rates for Units Leveraged with DOE ARRA  
For Billing Purposes**

Agency	Approved Labor Rate (1)	Applicable only when leveraging occurs with DOE ARRA funds	
		Approved Weatherization Worker and Door/Windows Labor Rate (2)	Specialty Work (HVAC, Plumbing, Electrical) Labor Rate (3)
Amador/Tuolumne	\$ 54	\$ 54	\$ 75
Butte	\$ 51	\$ 51	\$ 55
Central Coast	\$ 69	\$ 69	\$ 85
CES	\$ 60	\$ 60	\$ 63
City of Berkeley	\$ 67	\$ 74	\$ 85
Contra Costa	\$ 67	\$ 67	\$ 85
CRP	\$ 67	\$ 67	\$ 94
CSET	\$ 52	\$ 52	\$ 85
CUI	\$ 57	\$ 61	\$ 92
CVOC	\$ 57	\$ 57	\$ 69
Del Norte	\$ 54	\$ 54	\$ 56
El Dorado	\$ 58	\$ 58	\$ 83
Fresno	\$ 54	\$ 54	\$ 54
Glenn	\$ 55	\$ 57	\$ 55
Great Northern	\$ 52	\$ 52	\$ 52
Inyo/Mono	\$ 57	\$ 57	\$ 57
Kern	\$ 57	\$ 63	\$ 89
Kings	\$ 50	\$ 51	\$ 50
Lassen	\$ 52	\$ 52	\$ 52
MAAC	\$ 57	\$ 61	\$ 92
Madera	\$ 55	\$ 55	\$ 85
Maravilla	\$ 60	\$ 60	\$ 63
Mariposa	\$ 54	\$ 54	\$ 67
Merced	\$ 54	\$ 54	\$ 70
Nevada	\$ 52	\$ 54	\$ 92
North Coast	\$ 67	\$ 67	\$ 97
Orange	\$ 59	\$ 64	\$ 68
PACE	\$ 60	\$ 60	\$ 63
Plumas	\$ 52	\$ 64	\$ 52

**2011 LIHEAP Approved Labor Rates for Units Leveraged with DOE ARRA  
For Billing Purposes**

Agency	Approved Labor Rate (1)	Applicable only when leveraging occurs with DOE ARRA funds	
		Approved Weatherization Worker and Door/Windows Labor Rate (2)	Specialty Work (HVAC, Plumbing, Electrical) Labor Rate (3)
Project GO	\$ 58	\$ 58	\$ 83
Redwood (Humboldt)	\$ 54	\$ 54	\$ 56
Redwood (Modoc)	\$ 54	\$ 54	\$ 54
Riverside	\$ 58	\$ 58	\$ 60
Sacred Heart	\$ 69	\$ 69	\$ 85
San Bernardino	\$ 58	\$ 60	\$ 60
San Francisco	\$ 67	\$ 67	\$ 85
San Joaquin	\$ 59	\$ 60	\$ 100
San Luis Obispo	\$ 57	\$ 57	\$ 57
San Mateo	\$ 67	\$ 67	\$ 85
Santa Barbara	\$ 57	\$ 57	\$ 57
SHHIP	\$ 54	\$ 54	\$ 57
Spectrum	\$ 67	\$ 74	\$ 85
Ventura	\$ 63	\$ 67	\$ 91

Labor rates include factors for benefits, field supervision and support staff, overhead and downtime.

(1) Approved Labor Rates are based upon current EDD - OES Survey Data and are applicable to all weatherization and EHCS work not leveraged with DOE ARRA.

(2) Weatherization and Door/Window Worker Labor Rates are based upon the Department of Labor (DOL) Prevailing Wage Data. The higher of the Approved Labor Rate (EDD - OES) and the Weatherization and Door/Window Worker Labor Rate (DOL) was used and are applicable to all weatherization and EHCS work leveraged with DOE ARRA.

(3) Specialty Work Labor Rates are based upon the Department of Labor (DOL) Prevailing Wage Data (HVAC, Electric, Plumbing). The higher of the Approved Labor Rate (EDD - OES), Weatherization and Door/Window Worker Labor Rate (DOL) and Specialty Work Labor Rate was used and are applicable to all weatherization and EHCS work leveraged with DOE ARRA.

**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 LIHEAP 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 42 USC 1305 (Public Law 104-193, 110 Stat. 2168, 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. The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (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 nonprofit 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;

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- 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;
- 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 B above 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 Low-Income Home Energy Assistance Program.

3. PROCUREMENT

A. Contract Administration

- 1) Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block 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 of this Agreement. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR Part 92 (OMB Circular A-102 for state and local governments) and 45 CFR Part 74 (OMB Circular A-110 for nonprofit organizations) 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.

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- 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.
- 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 or where the total contract amount exceeds \$100,000, three competitive bids/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, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
  - a. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or
  - b. 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.

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- 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.

**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:
  - 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.



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- 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.

6. PRIORITIZATION OF SERVICES

- A. Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP EHCS.
- B. Activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years (5) and under are made aware of the assistance available under this Agreement.

7. 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.

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.

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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.

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 I, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

8. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

- A. In addition to the compliance monitoring described above, 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.

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- 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.
- 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).

9. **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.

10. **FAIR HEARING PROCESS FOR APPLICANTS FOR DENIAL OF BENEFITS BY CONTRACTOR: WEATHERIZATION, HEAP, AND ECIP**

- A. Contractor shall provide all interested individuals equal opportunity to apply for the Low-Income Home Energy Assistance Program and shall not discourage any interested individual from submitting an application for LIHEAP 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:

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- 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.
- 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.

11. COMPLAINT MANAGEMENT POLICIES AND PROCEDURES

- 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 LIHEAP. 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 formal 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. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.
- 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.

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- D. If the Contractor believes that the complainant will contact the media, State or Federal oversight agency or Governor's Office regarding the complaint, Contractor shall immediately notify their CSD Field Representative.

12. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in 45 CFR Part 92 and 45 CFR Part 74 (OMB 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. Contractor shall further maintain all such records until resolution of all related 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.

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

**PROGRAMMATIC PROVISIONS**

**1. SERVICE PRIORITY GUIDELINES**

- A. Contractor shall give first priority for services to those households with the highest energy burden and shall factor into its first priority for services those households with the following vulnerable populations: young children (ages 5 years or under), disabled, 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. For the ECIP Fast Track and HEAP program components, Contractor shall assign prioritization points for Energy Burden, Vulnerable Populations, Household Income, and any Optional Agency-Defined categories as referenced in EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- D. Due to limited funding, Contractors are discouraged from providing either:
  - 1) Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or
  - 2) Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors serving previously weatherized dwellings shall include the selection process for serving previously weatherized dwellings in EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- 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 LIHEAP program services and have an opportunity to apply for such services.

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**(Standard Agreement)**

**B. Intake**

Contractor shall use intake program funds for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

- 1) Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time.
- 2) Accept applications for assistance during regular business hours.
- 3) Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor.
- 4) Provide to low-income individuals who are physically infirm the means to submit applications for HEAP and ECIP without leaving their residences.
- 5) Provide intake only at sites accessible to the disabled.
- 6) Contractor shall utilize the Energy Intake Form as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and Department of Energy (DOE) program.

**3. ASSURANCE 16 ACTIVITY GUIDELINES**

Assurance 16 program funds shall be used for such services, including needs assessment, client education and budget counseling, and coordination with utility companies, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

**A. Needs Assessment**

Contractor shall conduct a needs assessment for each client that shall include computing the energy burden of each applicant's household and prioritizing households as described in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 1. SERVICE PRIORITY GUIDELINES, and EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.

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**B. Client Education/Budget Counseling – General Requirements**

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 EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS. Contractor shall include at least the following:

- 1) 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.
- 2) Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
- 3) Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

**C. Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific**

- 1) In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, mold and lead-based paint education.
- 2) Occupants of pre-1978 units to be weatherized must receive the pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and School."
- 3) Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."
- 4) Contractor shall provide to the client 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.
- 5) Contractor shall provide to the client 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.



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D. Coordination

- 1) Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, CARE/RRP, DOE, 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.
- 2) Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income and a proactive educational concept in serving clients. This includes expending up to five percent (5%) of the Assurance 16 allocation for attending the California Public Utilities Commission's Low-Income Oversight Board Committee meeting.

4. LIHEAP AGENCY PLAN

- A. Contractor shall submit an annual LIHEAP Agency Plan to CSD by September 30 of each calendar year or a later date as determined by CSD. The LIHEAP Agency Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.
- B. CSD will review the annual LIHEAP Agency Plan to ensure compliance with federal and state laws and departmental requirements.

If the LIHEAP Agency Plan documents do not provide reasonable demonstration that the Contractor's services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD will ask Contractor to supplement the responses or documents accordingly prior to execution of this Agreement.

- C. Specific sections and documents of the most current LIHEAP Agency Plan will be incorporated and referenced under EXHIBIT H of this Agreement, to include:

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- 1) Service Objectives and Goals by LIHEAP Component:
  - a. Weatherization, Weatherization Services:
    - i. Question 2. Projected number of dwellings by quarter;
    - ii. Question 3. Description of prioritizing weatherization services; and
    - iii. Question 5. Weatherization Energy Burden and Vulnerable Population Goals.
  - b. Energy Crisis Intervention Program (ECIP), ECIP Services:  
Question 4. Modification to the typical heating and /or cooling season.

- 2) Agency Priority Plan indicating:
  - a. ECIP-FT/HEAP Projected Goals and Percentages of Vulnerable Populations;
  - b. ECIP-FT/HEAP Income Ranges and Points;
  - c. ECIP FT/HEAP Energy Burden Ranges and Points;
  - d. ECIP-FT/HEAP Vulnerable Populations and Points; and
  - e. ECIP-FT/HEAP Agency Defined Categories and Points.

D. CSD's approval of the LIHEAP Agency Plan documents submitted by Contractor shall not be construed as prior approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal requirements that the actual costs are allowable and allocable pursuant to all laws, regulations, and this Agreement.

5. HEAP/WPO ACTIVITY GUIDELINES

A. Applicant Eligibility

- 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.

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- 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 LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.
  - 3) Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.
- B. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.
- C. Contractor may establish a maximum benefit for WPO payments; such maximum shall be consistently applied.
- D. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.
- E. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:
- 1) Contractor shall complete the ECIP Payment Confirmation (Non-Regulated Utility Companies Only) (CSD 415) or Contractor's equivalent.
  - 2) Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
  - 3) CSD shall not make payments to clients for WPO assistance.
  - 4) Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- F. Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- G. Unless a different, formal, or documented agreement exists to the contrary, Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred.

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6. WEATHERIZATION ACTIVITY GUIDELINES

A. Applicant Eligibility

- 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) 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 2011 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 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.

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, 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 including 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.

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- 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 six-(6) month period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.
- 5) **Permission to Provide Services**
  - a. Contractor shall obtain written permission of the owner-occupied dwelling, and/or of the owner of a rental unit, or his/her agent prior to performing any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent or the Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent. At a minimum, the written documentation and/or notification shall include the following:
    - i. General permission to do assessment and weatherization work;
    - ii. Notification of specific work to be done before the work is done;
    - iii. Notification of significant structural and engineering changes; and
    - iv. Confirmation of work completed.
  - b. If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupied dwelling and/or from 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.

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- 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) Multi-Unit Dwellings
- a. In accordance with 10 CFR 440.22(b) (2), Contractor may weatherize a building containing rental dwelling units when not less than 66% (50% for duplexes and four-unit buildings) of the dwelling units in the building:
    - i. Are eligible dwelling units, or
    - 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 \$3,055 maximum average per unit.
  - d. Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent for each complex and shall maintain a copy in each individual client file

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- 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 signed a copy of the Energy Service Agreement for Rental Units (CSD 515) or Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent, 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, cooking appliances, and water heaters shall be performed in unoccupied multi-unit dwellings under the LIHEAP weatherization program 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 under ECIP EHCS, Contractor may disable the appliance to eliminate the immediate hazard in accordance with ECIP Policy and Procedures, EXHIBIT F, ATTACHMENT I, and the CSD Weatherization Installation Standards and CSD Weatherization Policies and Procedures. No other ECIP EHCS activities are allowed.
    - ii. If the dwelling is later occupied with an eligible applicant, Contractor may provide the appliance services and upon the completion of service, shall report the dwelling as previously weatherized.
- 8) Previously Weatherized Dwellings
- a. 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.

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- b. Completed weatherized dwellings under this Agreement and reported to CSD after January 1, 2011: Contractors can perform measures not previously installed with the initial weatherization service.
  - c. A previously applied measure may be reinstalled during its useful life term, as described on EXHIBIT B, ATTACHMENT IV, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file. If the useful life term has expired for the previously applied measure, then Contractor can provide the replacement measure under reweatherization without justification.
  - d. Unoccupied multi-unit dwellings previously weatherized in accordance with this Agreement and subsequently upon tenant occupation receives appliance repair and/or replacement services shall constitute a reweatherized dwelling.
  - e. If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Agreement. The dwelling and occupant eligibility must be recertified.
  - f. Contractor shall not report demographics for reweatherized dwellings when reweatherization services occurred during the same contract period.
- 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 signs the Energy Service Agreement for Rental Units (CSD 515), Service Agreements for Unoccupied Multi-Unit Dwellings (CSD 515D), or Contractor's equivalent as applicable.
  - c. No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Agreement.



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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 additional Priority Measures are installed, or
  - b. In the event Ceiling Insulation is not feasible, at least three Priority Measures are installed.
- 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 Priority measures are installed or, in the event ceiling insulation is not feasible, at least three (3) Priority measures are installed.
  - a. Installation of ceiling insulation shall 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 Priority measure for each unit served by the same water heater.
  - c. Insulation of a common water heater shall qualify as a Priority measure for each unit served by the same water heater.
- 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.
- 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 Priority Measures to fewer than needed to qualify the dwelling for weatherization. In this case, Contractor may substitute noninfiltration reduction Optional Measures as needed for the nonfeasible caulking and/or weatherstripping measures.
- 5) The minimum number of weatherization measures may be leveraged with other weatherization programs excluding DOE ARRA. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

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**D. Dwelling Assessments**

- 1) Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.
- 2) Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subdivision D.6) a.iv.
- 3) Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training, including the completion of Combustion Appliance Safety Training, and Duct Diagnostic Training, CSD's Dwelling Assessment Field Training, and Basic Weatherization Training. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Worksite Safety.
- 4) 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. Exemptions to this requirement may be granted for agencies where it is economically challenging and/or operationally impractical to achieve the desired job separation between weatherization field staff. In order to receive an exemption, Contractor must submit a written request to CSD for review and approval.
- 5) Contractor shall provide written documentation or 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.
- 6) Dwelling Assessment Performance
  - a. Dwelling assessments shall include the following required activities:

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- 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.
  - iv. Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subdivision D.6) 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 LIHEAP 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.

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- 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 the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.
- 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 the blower door diagnostic testing only for shell sealing purposes on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) including mobile homes, and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement. Blower door diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

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- 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 dwellings 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 11, TRAINING REQUIREMENTS.
- 5) If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.

**F. Health and Safety Measures**

- 1) Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
- 2) Contractor is authorized to mitigate health and safety hazards generated by combustion appliances, preserve or improve indoor air quality, and address knob-and-tube wiring. In addition to all provisions in this Agreement regarding Health and Safety Measures, Contractor must adhere to the attached Health and Safety Appliance Replacement Policy, ATTACHMENT III, to this EXHIBIT F, to seek reimbursement for replacing specified appliances.
- 3) Health or Safety Hazard Repair or Replacement, Carbon Monoxide/Alarm, and Priority Insulation measures must be installed in priority order. Other Priority measures must be installed before optional measures, and no measure shall be excluded, unless the:
  - a. Blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;
  - b. Dwelling already has that measure in place;
  - c. Measure cannot be properly installed;

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- d. Client refuses installation (client refusal is to be documented and placed in file);
  - e. Maximum dollar limit is reached; or
  - f. Measure is not needed or required.
- 4) After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Priority and Optional Measures. Non-Priority Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.
- 5) If a health or safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Priority Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:
- a. The combustion appliance is repaired or replaced; and
  - b. All remaining feasible Priority Measures are installed up to the maximum dollar limit.
- 6) If the dollar limit has not been reached in installing feasible Priority measures, Contractor may install optional measures.
- 7) Health and Safety Measures
- a. The following health and safety guidelines are applicable to heating and cooling appliance services delivered through the LIHEAP Weatherization component and are restricted to occupied SFD and/or MUD units:
    - i. A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source.
    - ii. A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.
  - b. Any and all health and safety heating/cooling appliance service shall be performed in accordance with the following guidelines:

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- i. All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and well being of individuals or the household.
  - ii. All such appliance replacements are further subject to the Health and Safety Appliance Replacement Policy, EXHIBIT F, ATTACHMENT III.
  - iii. For those conditions where a true crisis exists and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.
    - (a) Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.
    - (b) Occupant shall certify that all of the manufacturer's safety instructions will be abided by.
    - (c) Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.
  - iv. The age of a heating/cooling appliance shall not be used as a basis for replacement.
- c. Prior to the performance of any heating/cooling appliance service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
- d. Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 30 percent (30%) of the cost of installing a new replacement unit.

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- e. If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.
- f. When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

7. **ENERGY CRISIS INTERVENTION PROGRAM (ECIP) SERVICES ACTIVITY GUIDELINES**

A. Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 U.S.C. § 8622(1)], including:

- 1) A natural disaster (whether or not officially declared),
- 2) A significant home energy supply shortage or disruption,
- 3) An official declaration of a significant increase in:
  - a. Home energy costs,
  - b. Home energy disconnections,
  - c. Enrollment in public benefit programs, or
  - d. Unemployment and layoffs, or
- 4) An official emergency declaration by the Secretary of Health and Human Services.
- 5) In those situations where there is not an official federal, state or local declaration of emergency, i.e., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.



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**B. Capacity and Responsibility to Provide Emergency Assistance**

- 1) Contractor acknowledges that federal and state law requires recipients of ECIP funding to be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance that resolves the energy crisis, and Contractor acknowledges that the program must meet minimum requirements for timing and accessibility to eligible applicants as further defined at 42 USC § 8623(c).
- 2) Contractor agrees to provide all reasonable information requested by CSD during the term of this Agreement in order to enable CSD to assess Contractor's current energy crisis intervention program.
- 3) Federal and state law permit the allowability and allocability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Agreement permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" provided by federal law and this Agreement.

**C. ECIP Fast Track and WPO**

- 1) ECIP Fast Track and WPO Services shall be provided in accordance with EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- 2) Applicant Eligibility
  - a. Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.
  - b. 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 LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.
  - c. Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

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- d. Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures, EXHIBIT F, ATTACHMENT I, and EXHIBIT G, DEFINITIONS.
  - e. ECIP Fast Track Utility Assistance
    - i. The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company (-ies) and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.
    - ii. An emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, in which case ECIP Fast Track payment(s) shall not be made.
  - f. In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO must meet at least one of the following criteria pursuant to Government Code §16367.5 (e):
    - i. Proof of utility shutoff notice;
    - ii. Proof of energy termination;
    - iii. Insufficient funds to establish a new energy account;
    - iv. Insufficient funds to pay a delinquent utility bill; or
    - v. Insufficient funds to pay for essential firewood, oil, or propane.
- 3) ECIP Fast Track Benefit Determination

ECIP Fast Track benefits shall be determined using an ECIP Fast Track base amount and, when applicable, an agency-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

- a. Contractor shall ensure that the total ECIP Fast Track benefit amount (ECIP Fast Track base amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company in energy charges, reconnection fees, and other assessed utility fees/surcharges to alleviate the crisis situation.

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- b. When only issuing a ECIP Fast Track base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.
  - c. Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (ECIP Fast Track plus supplemental benefit amount) does not exceed \$1,000.
  - d. Contractor shall provide full justification by documenting the client file(s) to include the amount of charges and verification by the utility company.
  - e. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved EXHIBIT H, 2011 AGENCY PRIORITY PLAN WEATHERIZATION AND ECIP-EHCS, and the LIHEAP Eligibility and Verification Guide.
- 4) ECIP Fast Track/WPO Payment Guidelines
- a. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.
  - b. Contractor may establish a maximum benefit for WPO payments; such maximum shall be consistently applied.
  - c. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.
  - d. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:
    - i. Not later than 48 hours after a household is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis.

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- ii. Not later than 18 hours after a household applies is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.
- iii. When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be sent to the client via an account credit letter from CSD or the utility company, or it shall be shown as a credit on the utility bill(s).

5) ECIP WPO Payment Guidelines Specific

- a. Contractor shall complete the ECIP Payment Confirmation (Non-Regulated Utility Companies Only) (CSD 415) or Contractor's equivalent.
- b. Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
- c. CSD shall not make payments to clients for WPO assistance.
- d. Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- e. Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- f. Unless a different, formal, or documented agreement exists to the contrary, Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred.

D. ECIP Emergency Heating and Cooling Services (EHCS)

1) Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in Weatherization Activity Guidelines, EXHIBIT F.6.A.

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2) Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in Weatherization Activity Guidelines, EXHIBIT F6.B.

3) Dwelling Assessments

- a. Assessment of the dwelling shall meet all requirements as described in Weatherization Activity Guidelines, EXHIBIT F.6.D.
- b. Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

4) Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

- a. The applicant is income eligible and is able to submit the required documentation to complete the eligibility of the dwelling;
- b. The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;
- c. The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures, EXHIBIT F, ATTACHMENT I; and
- d. The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures, EXHIBIT F, ATTACHMENT I.

E. Natural Disasters

- 1) When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.
- 2) Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

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- 3) The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8. SEVERE WEATHER ENERGY ASSISTANCE AND TRANSPORTATION SERVICES (SWEATS) ACTIVITY GUIDELINES

- A. The Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy, EXHIBIT F, ATTACHMENT II, was developed by CSD to facilitate the delivery of allowable LIHEAP services, including utility assistance and weatherization, during a bona fide emergency. The policy includes guidelines and other criteria which, if followed, will authorize the Contractor to expend LIHEAP funds to respond to eligible beneficiaries impacted by the emergency.

The activation of SWEATS services is at CSD's sole discretion and will be time-limited according to CSD's official notification. In the event a bona fide emergency occurs during CSD nonbusiness hours, Contractor at its discretion may elect to activate the terms and conditions of SWEATS. The local activation of SWEATS will remain in effect until CSD's next official business day.

- B. Eligible households may receive the following SWEATS emergency services:
  - 1) Utility Assistance
  - 2) Temporary Shelter, Coats, and Blankets
  - 3) Transportation Services
  - 4) Portable Heating and Cooling Appliances and Generators
- C. For Applicant Eligibility, Service Provisions, Reimbursements, Reporting, and Record-keeping requirements, refer to EXHIBIT F, ATTACHMENT II - SWEATS Policy.

9. PROGRAM STANDARDS AND REGULATORY REQUIREMENTS

- A. Program Standards
  - 1) Contractor shall adhere to all CSD program standards pursuant to the following documents and manuals which have been incorporated by reference and made part of this Agreement as if attached hereto:
    - a. CSD Low-Income Weatherization Assistance Program Policies;
    - b. CSD Weatherization Installation Standards (WIS);
    - c. CSD Inspection Policies and Procedures;

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- d. CSD LIHEAP/DOE Program Health and Safety Appliance Replacement Policy, EXHIBIT F, ATTACHMENT III;
  - e. ECIP Policy and Procedures, EXHIBIT F, ATTACHMENT I;
  - f. CSD Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy, EXHIBIT F, ATTACHMENT II; and
  - g. Official State and Federal Program Notices
- 2) In the event of disagreement between policies and field protocols contained within the Weatherization Installation Standard Manual and/or the Weatherization Policies and Procedures and this Agreement, Contractor shall abide by the terms of this Agreement.

**B. Regulations**

- 1) Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement is not included in the manual and/or is more stringent.
- 2) All applicable dwellings shall be in compliance with California Energy Commission 2008 Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.
- 3) Services provided to all applicable pre-1978 dwellings shall be in compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures.
- 4) All materials procured for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Government or 45 CFR Part 74, Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations.
- 5) All materials must be in compliance with Department of Energy rules in 10 CFR 440, Appendix A.

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**C. Title 24**

- 1) Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks and cannot be repaired.
- 2) Title 24 requirements are applicable only to energy conservation measures installed to dwelling located within Contractor's specific California Energy Commission (CEC) Climate Zone. For a listing of the CEC climate zones, refer to the CSD website at [www.csd.ca.gov](http://www.csd.ca.gov).
- 3) Contractor shall obtain the services of a qualified HERS Program Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Agreement.
- 4) Contractor shall obtain the services of a certified HERS Rater to perform the required field verification and diagnostic testing. The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

**D. Pre-1978 Dwellings**

- 1) Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.
- 2) HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.
- 3) Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent.



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10. QUALITY ASSURANCE

A. Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Agreement. Such assurance will be documented on the Weatherization Building Assessment and Job Order Sheet (CSD 540) or Contractor's equivalent and shall be signed and dated by a certifying agency representative.

B. Post-Weatherization Inspections

- 1) Contractor shall perform Post-Weatherization Inspections on 25 percent (25%) of the total weatherized dwellings under this Agreement. Post-Weatherization Inspections shall be proportional to the number of completed units for each reporting period.
- 2) Contractors shall give priority to inspecting dwellings receiving the following weatherization services/measures:
  - a. Combustion Appliance Safety Testing;
  - b. Blower Door Testing;
  - c. Ceiling Insulation; and
  - d. Minor Envelope Repairs.
- 3) Post-inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with weatherization guidelines. At a minimum, the post-inspection shall review the following:
  - a. Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent to verify that all specified measures were accurately reported and invoiced to CSD;
  - b. All measures were completely installed in accordance with said terms and conditions of this Agreement. In addition, installed measures shall be reviewed to determine the absence of any feasible Mandatory Measure not installed and/or the installation of a measure (nonfeasible measure) that may be in noncompliance with said standards and the terms and conditions of this Agreement;

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- c. Verification that the unit received blower door and duct leakage testing;
  - d. Inspection of all combustion appliances receiving combustion application safety testing; and
  - e. Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether preexisting or resulting from the performance of weatherization services, have been successfully remedied.
- 4) Contractor shall ensure that post-weatherization inspections are performed by trained staff successfully completing training requirements as specified in this Exhibit F, Section 11, TRAINING REQUIREMENTS.
  - 5) Inspector shall certify performed Post Weatherization Inspections of dwelling units by completing and signing Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in client file.
  - 6) Contractors shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Agreement. Exemptions to this requirement may be granted for agencies where it is economically challenging and/or operationally impractical to achieve the desired job separation between weatherization field staff. In order to receive an exemption, Contractor must submit a written request to CSD for review and approval. Contractor may have the same staff perform unit dwelling assessment and post-weatherization inspection activities.

**C. Third-Party Inspections**

- 1) The State reserves the right to use a third-party inspector to review and verify that the weatherization activities performed under this Agreement conform to applicable standards and practices.
- 2) Unless Contractor assumes the task of arranging inspection visits with the selected weatherization clients, Contractor shall provide the use of a telephone to the inspector.
- 3) Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspections visits.

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- 4) Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by the State or its designee within 20 working days of written notification.
- 5) Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation. The immediate hazard shall be eliminated within 24 hours, and hazardous conditions shall be completely resolved within five (5) working days of written notification. The time period may be extended for circumstances beyond the Contractor's control; however, the time extension must be approved in writing by CSD prior to the expiration of the five working days.

**D. Noncompliance**

- 1) Contractor shall be subject to the withholding of reimbursement for failure to completely resolve a Hazardous Condition within five working days or within the modified completion date for units receiving a time period extension. The reimbursement sanction will immediately apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question.
- 2) If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.
- 3) If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the noninstalled measure or quantity will be withheld from subsequent reimbursements.
- 4) Contractors will be subject to Special Conditions if it is determined that one or more of the following conditions exist:
  - a. Contractor has a history of unsatisfactory performance.

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- b. Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
- c. Failure to remedy an identified Hazardous Condition in a timely manner (elimination of immediate hazard within 24 hours and complete resolution correction within five working days of written notification).
- d. Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

**11. TRAINING REQUIREMENTS**

- A. All training, as indicated by employee classification in ATTACHMENT IV shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where noted below.
- B. Training Provisions for New Staff of Contractor and Subcontractors with Prior Experience Providing Weatherization services under a CSD Program:
  - 1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization services pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in EXHIBIT F, SECTION 11.D.
  - 2) Within 30 days of employment, weatherization employees of Contractor and subcontractors shall receive Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Energy Auditor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, conduct an audit on, weatherize, or inspect a dwelling unit until the required Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.
  - 3) Within 90 days of employment, all weatherization employees of Contractor and subcontractors shall receive Basic Weatherization Training.

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- 4) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.
  - a. Subsequent to successful completion of the Duct Leakage/Blower Door Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
  - b. Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 5) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.
  - a. Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.
  - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 6) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training. Certificates of Completion shall be issued following completion of the second phase ("field portion") of the training.

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- a. Subsequent to successful completion of Field Assessment Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.
  - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 7) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.
  - a. Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.
  - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 8) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform assessments and/or field supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training.
- 9) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.
- C. Training Provisions for Existing Staff of Contractor and Subcontractors with Prior CSD Experience Providing Weatherization Services under a CSD Program:

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- 1) For the purposes of this section, subcontractors must have prior experience providing weatherization services pursuant to a CSD program. Subcontractors who do not have prior weatherization services experience pursuant to a CSD program must follow the training provisions in EXHIBIT F, Section 11.D.
- 2) Existing weatherization employees of Contractor and subcontractors shall receive the Worksite Safety, Environmental Hazards Awareness, and Lead-Safe Weatherization Training.
- 3) Within 90 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors that have completed the following classes at a CSD-approved training center prior to the dates listed below. Employees for whom no training dates at a CSD-approved training center are recorded (but have field experience of at least 12 months performing weatherization services and diagnostic testing for CSD weatherization programs) shall be required to take and pass an online "test out" or receive the required CSD-approved trainings. Employees not completing the required diagnostic testing training or successfully "testing out" of the training shall no longer be able to perform the diagnostic tests.
  - a. Basic Weatherization – November 2003
  - b. Duct Blaster – April 2006
  - c. Blower Door – April 2006
- 4) Within 120 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors who perform the combustion appliance safety test and that have (1) completed Combustion Appliance Safety Training through a CSD-approved training center prior to April 2006, or (2) who have no training dates recorded shall receive Combustion Appliance Safety Training.
  - a. Employees who received Combustion Appliance Safety Training prior to April 2006 through a CSD-approved training center may continue to perform the diagnostic testing; however, Contractor shall provide documentation verifying the past completion of the required training. Employees shall receive the training in order to continue performing the combustion appliance safety test after the required 120-day time period has lapsed or pass an online CAS test. Employees who have not completed the required CAS training or successfully "testing out" of the training shall no longer be able to perform diagnostic tests.

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- b. Employees who have never received the Combustion Appliance Safety Training through a CSD-approved training center shall not perform the combustion appliance safety test until the required training is received.
- 5) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform Assessments, Energy Audits, and/or Field Supervision shall receive Assessment Training.
- 6) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance Training.
- D. Subcontractors who have never provided basic weatherization services pursuant to a CSD program are required to have all staff complete the entire required course of training, relative to their job classification, as detailed in EXHIBIT F, ATTACHMENT IV, prior to commencing unit production work.
- E. Training Provisions for Staff of Subcontractors Who Provide Specialty Services
 

All field employees of subcontractors who perform the of HVAC work for a Contractor are strongly encouraged to receive the required CSD-approved training. If the subcontractor does not receive the training, it shall be the responsibility of the Contractor to perform all pre-and post-combustion appliance safety diagnostic testing for all HVAC services performed by subcontractors.
- F. For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.
- G. EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.



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For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

H. Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:

- 1) Current CSD Weatherization Installation Standards;
- 2) CSD Low-Income Weatherization Assistance Program Policies;
- 3) Other applicable policies and procedures; and
- 4) Official State and Federal Program Notices.

12. CONTRACTOR LICENSING

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement certify that they possess and will continue to have an active Class "B" General Building Contractor license, issued in the agency's name/qualifying individual by the Contractors' State License Board (CSLB). Contractor shall notify CSD when any changes in licensing occur. Contractor shall possess all applicable licenses as required by the CSLB to carry out the installation and/or repairs of Central HVAC Systems, Furnaces, and Boilers.

13. SPECIAL LICENSING - WEATHERIZATION

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

14. EPA CERTIFICATIONS

A. All Contractors shall be certified as an EPA Certified Firm in accordance with EPA's Regulation on Residential Property Renovations requirements (40 CFR 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are exempt from being certified as a firm.

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- B. Contractors shall have at least one certified renovator on staff who is trained by EPA-approved training providers. Contractors who subcontract all of their weatherization and ECIP EHCS services shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.
- C. Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

15. LEVERAGING ACTIVITIES

- A. Contractor is strongly encouraged to provide weatherization services to ECIP EHCS-serviced dwellings using LIHEAP, DOE, and/or utility-funded weatherization services excluding DOE ARRA.
- B. Leveraging weatherization funds may be used to install mandatory and/or optional measures in a dwelling in any order practical to the application of weatherization measures. Client files shall be documented accordingly.
- C. Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the LIHEAP Weatherization and/or the ECIP EHCS program is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall at a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.
- D. CSD ensures that this information will be utilized for the sole purpose of verifying the delivery of services. CSD also reserves the right to use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable standards and practices. Contractor shall ensure that duplicate billings for the same product or service do not occur.

16. RECORD-KEEPING RESPONSIBILITIES

- A. Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, and appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.
- B. Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Agreement.

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**C. All Client Files – General Requirements**

Contractor shall maintain a separate file for each applicant certified as eligible to receive assistance. Said files shall include at least the following documentation, if applicable:

- 1) For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600) and supporting documents;
- 2) Energy Intake Form (CSD 43) or Contractor's equivalent. Priority points must be written in the designated space on the Intake Form;
- 3) Utility/energy bill(s) for all sources of energy used by qualified households;
- 4) Source documentation supporting eligibility; and
- 5) Client Education Confirmation of Receipt (CSD 321) or Contractor equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements.

**D. Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO**

Contractor shall maintain the following documents for each applicant receiving cash assistance services, if applicable:

- 1) A source document that substantiates the ECIP Fast Track supplemental payment that shall include the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 7.C.3) ECIP Fast Track Benefit Determination; and
- 2) A source document substantiating the portion of rent that is allocated toward energy costs (HEAP and ECIP: Utilities included in rent and WPO only).

**E. Client Files - Weatherization and/or ECIP EHCS Specific**

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

- 1) Weatherization Building Assessment and Job Order Sheet (CSD 540) or Contractor's equivalent;

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- 2) Combustion Appliance Safety Inspection Form (CASIF);
- 3) Blower Door and Duct Blaster Data Sheet (BDDDBDS);
- 4) CSD Hazardous Correction Work Plan (HCWP);
- 5) CSD Weatherization Deferral Form and other source documentation supporting deferrals and appeals;
- 6) Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent;
- 7) ECIP Heating and Cooling Justification Form (CSD 57);
- 8) Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent;
- 9) Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent;
- 10) Service Agreement for Unoccupied Multi-Unit Dwelling, (CSD 515d) or Contractor's equivalent;
- 11) Contractor Post Weatherization Inspection Report (CSD 611);
- 12) Weatherization Inspection Report (WIR) (CSD 581);
- 13) Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent;
- 14) Required building permits, or building permit applications or documentation of permit cost; and a copy of the final permit with appropriate signatures;
- 15) Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;
- 16) Waivers from CSD to exceed maximum costs of weatherization measures;
- 17) Source documentation that substantiates all actual labor hours and all costs for labor and materials;
- 18) Source documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

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- 19) Source documentation that substantiates the criteria and basis for replacement of all gas and electric appliances including results of all required diagnostic tests results and the nonfeasibility of all mandatory measures not performed or installed;
- 20) Source documentation indicating the manufacturer, manufacture date, make, and model of all replaced refrigerators;
- 21) Source documentation and records substantiating mileage claims by individual weatherized SFD and MUD Unit;
- 22) Source documentation substantiating the referral to CSD or non-CSD weatherization programs for units receiving ECIP EHCS services;
- 23) Source documentation of HERS inspection;
- 24) Source documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster; and
- 25) All other documentation required by CSD Program Standards.

**F. Client Files – Severe Weather Energy Assistance and Transportation Services (SWEATS) Specific**

- 1) Contractor shall maintain the following documents for each applicant receiving services under SWEATS, if applicable:
  - a. Severe Weather Energy Assistance and Transportation Services Intake Form (CSD 51) or Energy Intake Form (CSD 43) or Contractor's equivalent to CSD 43;
  - b. Temporary Emergency Portable Appliance Loan Agreement and Waiver (CSD 52); and
  - c. Source documentation and records substantiating mileage claims for units receiving services under SWEATS.
- 2) Contractor shall maintain the following documents for each applicant receiving Utility Assistance services under SWEATS:
  - a. Severe Weather Energy Assistance and Transportation Services Intake Form (CSD 51) or Energy Intake Form (CSD 43) or Contractor's equivalent to CSD 43;
  - b. Documentation of utility charges at the time of intake; and

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- c. Source documentation that substantiates the household's economic hardship as a direct result of the disaster.

G. Weatherization and ECIP EHCS Specific

1) Labor and Materials

- a. Contractor shall maintain source documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.
- b. Contractor shall document all costs expended under this Agreement with purchase orders, inventory records, and payroll records identifying the funding source.
- c. Contractor shall maintain source documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD Weatherization Installation Standards and/or state, county, or local regulations.

2) Training

Contractor and subcontractors who perform weatherization and ECIP EHCS services are required to maintain a training log for current and former employees. The Weatherization Staff Training Log (CSD 784), or Contractor's equivalent, shall be used for this purpose. The training log shall document for each employee all training received and shall include for each training session/course the source/location, type/content, and completion date. The training log information for terminated employees must be maintained for a period of 18 months after termination date. Such training log shall be maintained in the Contractor's file and shall be made available for review by CSD upon request.

3) Equipment

- a. Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.
- b. Contractor and subcontractors who perform blower door and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

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- c. Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

**H. Automation**

- 1) Contractor shall use an automated application system capable of supporting LIHEAP's data collection and reporting requirements. Contractor must use ServTraq, ServTraqLITE, or equivalent software database transfer method to transmit client data to CSD. No database transfer will be accepted prior to the completion of ServTraqLITE training or, for those using a stand-alone database application, successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's data entry standards. Contractor shall assure that adequate files are maintained as required in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 16. RECORD-KEEPING RESPONSIBILITIES."
- 2) Contractor shall also be responsible for monitoring the CLASS online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing agency's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing the State with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CLASS to reissue benefit(s).
- 3) Utilizing reporting options available within the CLASS On-Line System, Contractor shall be responsible for generating HEAP and ECIP (FastTrack) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

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

17. ATTACHMENTS TO THE CONTRACT

The following documents are hereby attached to this Exhibit.

- |    |                |  |
|----|----------------|--|
| A. | ATTACHMENT I   | ECIP Policy and Procedures   |
| B. | ATTACHMENT II  | Severe Weather Energy Assistance and<br>Transportation Services (SWEATS) Policy          |
| C. | ATTACHMENT III | CSD LIHEAP/DOE Weatherization Programs<br>Health and Safety Appliance Replacement Policy |
| D. | ATTACHMENT IV  | Training Requirements Matrix   |