

Community Action Partnership of Riverside County

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

MASTER AGREEMENT: CAP-13-018

CONTRACTOR: Western Insulation, L.P.

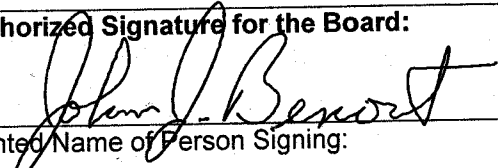
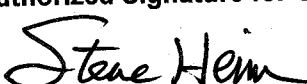
CONTRACT TERM: March 26, 2013 through February 28, 2014

WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP RIVERSIDE, desires to provide home weatherization services for **Southern California Gas Company**;

WHEREAS Western Insulation, L.P. has the expertise, special skills, knowledge and experience to provide these services;


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

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

Authorized Signature for the Board: 	Authorized Signature for Contractor: 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: STEVE HEIM
Title: Chairman, Board of Supervisors	Title: PRESIDENT
Address: 4080 Lemon Street Riverside, CA 92501	Address: 3383 Durahart Street Riverside, CA 92507
Date Signed: MAR 26 2013	Date Signed: 3/18/2013

FORM APPROVED COUNTY COUNSEL

BY:  DATE

ATTEST:
 KECIA HARPER, JHEM Clerk
 By  DEPUTY

MAR 26 2013 3-7

WESTERN INSULATION, L.P.
SOUTHERN CALIFORNIA GAS COMPANY
MASTER WEATHERIZATION AGREEMENT
TERMS AND CONDITIONS

Contents

I. ABBREVIATIONS.....	4
II. CAP RIVERSIDE RESPONSIBILITIES.....	4
III. CONTRACTOR RESPONSIBILITIES	4
IV. FISCAL PROVISIONS	4
A. COMPENSATION.....	4
B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS.....	5
C. FINANCIAL RESOURCES	5
D. RECORDS, INSPECTIONS, AND AUDITS.....	5
E. SUPPLANTATION.....	6
F. DISALLOWANCE	6
G. AVAILABILITY OF FUNDING.....	6
V. GENERAL PROVISIONS	6
A. EFFECTIVE PERIOD	6
B. CONFLICT OF INTEREST	6
C. NOTICES.....	7
D. CONFIDENTIALITY.....	7
E. CHILD ABUSE REPORTING.....	7
F. EMPLOYMENT PRACTICES.....	7
G. HOLD HARMLESS/INDEMNIFICATION.....	8
H. INSURANCE.....	8
I. COMMERCIAL CRIME COVERAGE (FIDELITY BOND).....	10
J. LICENSES AND PERMITS.....	10
K. INDEPENDENT CONTRACTOR.....	10
L. SUBCONTRACT FOR SERVICES.....	11
M. USE BY POLITICAL ENTITIES	11
N. ASSIGNMENT	11
O. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES.....	11
P. INSPECTION OF SERVICE	11
Q. CLEAN AIR/WATER ACTS	12
R. DISPUTES.....	12
S. DEBARMENT AND SUSPENSION	12
T. CERTIFICATION REGARDING DRUG FREE WORKPLACE	13
U. CERTIFICATION REGARDING LOBBYING	13
V. SANCTIONS.....	13
W. TERMINATION.....	13
X. MODIFICATION OF TERMS	13
Y. ENTIRE AGREEMENT.....	14

LIST OF ATTACHMENTS & EXHIBITS

- Exhibit A – Contractor Payment Request
- Exhibit B – Instructions for Contractor Payment Request
- Exhibit C – Certification Regarding Debarment, Suspension, and Related Matters
- Exhibit D – Certification Regarding Drug Free Workplace
- Exhibit E – Certification Regarding Lobbying
- Attachment A – Scope of Work – Southern California Gas Company

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

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

II. CAP RIVERSIDE RESPONSIBILITIES

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

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall

1. Assign staff to act as liaison to CAP RIVERSIDE
2. Provide a telephone number for service requests and emergency service responses between the hours of 7:00 a.m. to 8:00 p.m. Pacific Standard Time, Monday thru Friday.
3. Ensure response time for emergencies not exceed twenty-four hours, 7:00 a.m. thru 8:00 p.m., Pacific Standard Time, Monday thru Friday.
4. Ensure that they have the skills, experience and knowledge necessary to perform the work agreed to be performed under this Agreement, and that CAP RIVERSIDE relies upon the Contractor's representation about its skills, experience and knowledge to perform the Contractor's work in a competent manner.
5. Perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.
6. Provide and perform in a fully competent manner all services as described and specified in the Scope of Services (Attachment A) attached hereto and incorporated herein by this reference.

IV. FISCAL PROVISIONS

A. COMPENSATION

For the work completed on each dwelling weatherized by the Contractor to CAP Riverside's satisfactory inspection and upon receipt of all required paperwork and invoices, CAP Riverside will compensate the Contractor per unit of service as set forth in the written work order for the dwelling unit. The Contractor's invoice shall include an itemized accounting of all costs. The Contractor will be paid in accordance to the Payment Reimbursement Scheduled included in Attachments A. Any work completed without approval by CAP Riverside is subject to disallowance. Any costs incurred by the Contractor for the replacement of substandard materials and/or work shall be at the Contractor's expense and shall not be charged to CAP Riverside.

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

1. To request payment, the Contractor shall submit the Contractor Payment Request Form (Exhibit A) following the Instructions for Contractor Payment Request (Exhibit B). Supporting documentation such as permits, receipts, labor schedules, documentation to justify job references and job hours, and/or any other relevant information must accompany the Contractor Payment Request. Exhibits A and B are attached hereto and incorporated herein by these references.
2. In order to receive payment in a timely manner, Contractor shall submit invoices to CAP RIVERSIDE within five (5) working days after completion of work.
3. Services will be inspected by CAP RIVERSIDE within ten (10) working days from receipt of invoice.
4. CAP RIVERSIDE shall pay invoice upon release of fund from Southern California Gas Company.
5. All submissions will be received in the CAP RIVERSIDE office, addressed to:

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

C. FINANCIAL RESOURCES

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

D. RECORDS, INSPECTIONS, AND AUDITS

The Contractor is required to maintain auditable books, records, documents, including but not limited to receipts for all materials, job schedules/payroll time records, etc., and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for **ten (10)** years after final payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later. **Contractor must obtain written approval from CAP Riverside before destruction of any records pertaining to this agreement.**

1. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.

3. Should the Contractor disagree with any audit conducted by CAP RIVERSIDE, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP RIVERSIDE a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by CAP RIVERSIDE for such an audit.
4. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CAP RIVERSIDE in conducting such an audit.

E. SUPPLANTATION

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

F. DISALLOWANCE

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

G. AVAILABILITY OF FUNDING

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

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective March 26, 2013 through February 28, 2014. The period of performance shall be up to five (5) years, renewable in one (1) year increments from the date of the award, with no obligation by the County of Riverside to purchase any specified amount of services. The contract extension after the initial year shall be contingent upon prior year performance.

B. CONFLICT OF INTEREST

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

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

C. NOTICES

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

CAP RIVERSIDE:

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

CONTRACTOR:

Western Insulation, L.P.
3383 Durhart Street
Riverside, CA 92507
951-683-4429

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

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

E. CHILD ABUSE REPORTING

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

F. EMPLOYMENT PRACTICES

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

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

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

G. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

H. INSURANCE

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

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

2. **Commercial General Liability** insurance coverage, including but not limited to, premises liability, contractual liability, personal and advertising injury which may arise from or out of the Contractor's operations, or the performance of its obligations hereunder. Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured. Policy limits shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
3. **Vehicle Liability Insurance** – If the Contractor's vehicles or licensed mobile equipment are used or "may be used" on the County property, or used or "may be used" in any manner on behalf of the County, then the contractor shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured.
4. **General Insurance Provisions**
 - a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - b. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
 - c. The Contractor shall cause its insurance carrier(s) to furnish CAP RIVERSIDE with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to CAP RIVERSIDE prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless CAP RIVERSIDE receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect.
 - d. It is understood and agreed to by the parties hereto and the insurance companies that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as

primary, and the County's insurance and/or deductibles and/or self-insured retentions, or self-insured programs shall not be construed as contributory.

- e. CAP RIVERSIDE or the County Risk Manager reserves the right to adjust the monetary limits or types of insurance coverages during the term of this Agreement or any extensions thereof, if in the County Risk Manager or CAP RIVERSIDE's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

I. COMMERCIAL CRIME COVERAGE (FIDELITY BOND)

Prior to any disbursements, the Contractor agrees that its insurer shall forward to CAP RIVERSIDE an assurance that all persons working on behalf of the Contractor are covered by a fidelity bond that shall include coverage or substantial equivalents to Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the maximum agreement. Provision shall be made such that insurer shall notify CAP RIVERSIDE in the event that the bond is canceled or reduced. In either event, CAP RIVERSIDE shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure County of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by CAP RIVERSIDE.

J. LICENSES AND PERMITS

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

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

K. INDEPENDENT CONTRACTOR

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

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

L. SUBCONTRACT FOR SERVICES

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

M. USE BY POLITICAL ENTITIES

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

N. ASSIGNMENT

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

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

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

P. INSPECTION OF SERVICE

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

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

1. Require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and
2. Reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure

future performance of the service is in conformity with specifications and requirements of the contract, CAP RIVERSIDE shall have the right to either:

- a. Have the services performed in conformity with the contract specifications and charge to the contractor any cost occasioned to CAP RIVERSIDE that is directly related to the performance of such services. If CAP RIVERSIDE chooses alternative (A), CAP RIVERSIDE may withhold such costs from any amounts still owed to the Contractor under this or any other contractual agreements with CAP RIVERSIDE; or
 - b. Terminate this contract for default as provided in the Termination Clause.
3. If after the first inspection the work is not satisfactory, the Contractor will be charged a re-inspection fee of \$25.00 for the first re-inspection and \$50.00 for each inspection thereafter.

Q. CLEAN AIR/WATER ACTS

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

R. DISPUTES

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

S. DEBARMENT AND SUSPENSION

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

T. CERTIFICATION REGARDING DRUG FREE WORKPLACE

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

U. CERTIFICATION REGARDING LOBBYING

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

V. SANCTIONS

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

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of Purchasing and CAP RIVERSIDE; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by CAP RIVERSIDE. CAP RIVERSIDE shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

W. TERMINATION

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

GOVERNING LAW

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

X. MODIFICATION OF TERMS

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this paragraph shall be assessed within 30 days of when the Contractor received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may

receive and act upon any claim, which is asserted by the Contractor at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Y. ENTIRE AGREEMENT

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

CONTRACT PAYMENT REQUEST
CAP FORM # 2076A

Exhibit A

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

FROM:

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

Customer Name _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below

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

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

Unit of Service Payment

_____ (# of Units) x _____ (Unit Price) = \$ _____ (Total)

_____ (# of Units) x _____ (Unit Price) = \$ _____ (Total)

Any questions regarding this request should be directed to:

_____ Name _____ Phone # _____

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

Authorized Signature _____ Title _____ Date _____

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

CAARC
Business Unit (5) _____

530020
Account (6) _____

21050
Fund (5) _____

5200200000
Dept ID (10) _____

Program (5) _____

Class (10) _____

Project/Grant (15) _____

Vendor Code (10) _____

Purchase Order # and line # (10) _____ Invoice # _____

Amount Authorized _____
Comments
if amount authorized is different from amount requested _____

Programs _____ Date _____

Fiscal (Staff) _____ Date _____

Contracts _____ Date _____

Fiscal (Accountant) _____ Date _____

COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY
Instructions for Contractor Reimbursement Request

Exhibit B

CONTRACTOR REIMBURSEMENT REQUEST

- From: Business name and address
- "Contract Number" – Funding source (LIHEAP, DOE, SCG)
- "Customer Name
- "Amount Requested" - Fill in the total amount and billing period you are requesting payment for.
- "Contract Number" - Can be found on the first page of your contract.
- "Payable To" – Business name
- Authorized Signature

EVERYTHING BELOW THE THICK SOLID LINE IS FOR CAP RIVERSIDE USE ONLY.

CONTRACTOR EXPENDITURE REPORT FORM – If Applicable

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

- "Contractor " - Business name
- "Contract Number" - Can be found on the first page of your contract.
- "Report Month" - The billing period you are requesting payment for.
- "Approved Budget Amount" - Current itemized budget amount as approved (or amended) in accordance with the Fiscal Provisions of your executed agreement.
- "Monthly Expenditures" - Itemized expenditures incurred during the billing period.
- "Cumulative Expenditures" - Cumulative expenditures from previous billings plus current expenditures.
- "Unexpended Balance" - Approved budget amount less cumulative expenditures.

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND RELATED MATTERS**

Program: Weatherization

Period: March 1, 2013 through February 28, 2014

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three (3) year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally- or civilly-charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not had, within a three (3) year period preceding this AGREEMENT, one or more public (Federal, State, or local) transactions terminated for cause or default.

Signature

Title

Agency/Organization

Date

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND RELATED MATTERS**

Program: Weatherization

Period: March 26, 2013 through February 28, 2014

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three (3) year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally- or civilly- charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not had, within a three (3) year period preceding this AGREEMENT, one or more public (Federal, State, or local) transactions terminated for cause or default.

<i>Steve Heim</i>	<i>PRESIDENT</i>
Signature	Title
<i>WESTERN INSULATION L.P.</i>	<i>3/18/2013</i>
Agency/Organization	Date

CERTIFICATION

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

CONTRACTOR/BIDDER FIRM NAME <u>WESTERN INSULATION L.P.</u>		FEDERAL ID NUMBER
BY (Authorized Signature) <u>Steve Heim</u>		DATE EXECUTED <u>3/18/2013</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <u>STEVE HEIM PRESIDENT</u>		TELEPHONE NUMBER (include Area Code) <u>(951) 683-4429</u>
TITLE <u>PRESIDENT</u>		
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS <u>3383 DURAHART ST. RIVERSIDE, CA. 92507</u>		

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The person's or organization's policy of maintaining a drug-free workplace.
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

FAMILY SUPPORT ADMINISTRATION

Program: Weatherization

Period: March 26, 2013 through February 28, 2014

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

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

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

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

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

Signature

Title

Agency/Organizations

Date

Attachment A
Southern California
Gas Company
Scope of Work

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

from time to time. Contractor shall develop an early warning, self-evaluation process to identify problems and/or take corrective actions to ensure that policies and procedures are followed and Program goals are met. CAP Riverside or Southern California Gas Company may make unannounced visits during the course of the work to any site where training is being conducted, or where program data or documents are stored.

5. Contractor understands all Program Personnel must wear their issued photo identification badges at all times while conducting Program customer contact activities. Badges should be clearly visible above the waistline at all times.
6. Contractor shall be solely responsible for, and shall pay, reimburse, or replace any and all customer claims, losses, expenses, or liabilities resulting from all acts of Program Personnel.

C. Enrollment Process

1. In-home visits performed by Outreach Workers and measure assessment personnel will consist of the following in accordance with the P&P:
 - a. Income qualification of applicant and/or another Permanent Household Member;
 - b. Assessment of the structure for feasible Measures;
 - c. Providing energy education;
 - d. Providing customer information about Southern California Gas Company's other customer assistance program including, but not limited to CARE, Medical Baseline and Level Pay Plan;
 - e. Providing customer assistance in completing the CARE application and submitting it to CAP Riverside on behalf of the customer. The Contractor shall screen customers to minimize the submittal of duplicated applications for current CARE participants.
2. Contractor **shall not provide** Program Services to ineligible customers or dwellings.
3. It is the responsibility of the contractor's outreach staff to instruct DAP applicants in energy efficiency and conservation practices and measures once eligibility has been established. Following the energy education script, the Outreach Specialist presents the information contained in the Energy Education and Resource Guide. The Outreach Specialist's signature on the agreement verifies he/she has provided energy education and a DAP Welcome Letter to the applicant.
4. If the customer is not the Owner, the Contractor shall obtain the Owner's written authorization to perform the work by completing a "Property Owner Authorization" form prior to performing the work. The Contractor shall be responsible for advising the Owner of the scope of work to be performed, the limitations of Program, and of the potential that an inspection of some gas appliances may require the gas service to the appliance or to the entire structure to be shut-off if a hazardous or unsafe condition is identified (which may require additional repairs by the Owner at the Owner's expense) and cannot be repaired under the constraints of the Program.
5. Once the income eligibility/ownership documents have been viewed, copied and/or digitally photocopied and stored, and energy education and assessment have been completed, the Outreach Worker shall advise the customer of the recommended Work to be performed.
6. For dwelling units where a minimum of three gas measures cannot be installed, DAP will allow contractors to combine both gas and electric measures to meet the three measure minimum. Invoicing instructions for combining measures are provided in Schedule A.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

D. Income Calculation Methods

SEE SCHEDULE G

E. Service Eligibility

1. General

- a. In order to qualify a home for DAP services, the following specific criteria must be met:
 - i. The home must receive service from an active SCG account (except vacant units qualified under the 80/20 rule)
 - ii. The active SCG account must have an eligible rate code (as listed below)
 - iii. The home must be a full time residential dwelling
 - iv. The home must have a kitchen with running water, and a bathroom with a sink, toilet, and running water
 - v. All group living facilities must be classified as non-profit and a copy of their 501(c) (3) status must be maintained in the contractor's customer file.

2. Gas Accounts

- a. A gas account that serves a common facility such as a swimming pool, laundry room, recreation room etc, or a small commercial/industrial account which serves non-residential customers is not eligible for DAP services. Contractors are responsible for ensuring that gas accounts are active at the time of qualification. If gas account is not active at the time of installation, contractor must contact CAP Riverside for further instructions. Agreements received with ineligible gas accounts will be returned unpaid.
- b. Eligible Gas Account Rate Codes
 - i. Eligible gas accounts can be identified by the rate code, which is located on the gas bill. Rate codes are listed below:
 - (i) GR, GRL, GME (only if master metered), GS, GSL, GTR, GTRL, GTS, GTSL - Eligible for DAP Services
 - (ii) GME (Only if central living facility also serves as master meter), GN10L, GTNL, GTM - May be eligible for DAP services (requires pre-approval)
 - (iii) GMC, GN10, GTN - Ineligible for DAP services
- c. Master Meter and Central Facility accounts are not the same. Master meter accounts are defined as one meter supplying gas to two or more residential dwelling units. Central facility accounts are defined as one or more meters supplying gas for water heating, space heating, and/or cooking to residential dwelling units, that are also individually metered. There may be instances where one of the dwelling units may be served by the central facility meter. Pre-approval will be required.
- d. When submitting a DMRI request to Southern California Gas for master meter dwellings it is the responsibility of the contractor to submit all master meter account numbers associated with the "building complex" and include the following for each master meter account number:
 - i. Submit a Master Meter Request form to DAP
 - ii. Include only the units that will be weatherized
 - iii. Include the customer's name, address and unit number on the form
 - iv. List each customer separately.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

3. Home Ownership
 - a. In addition to those listed in the P&P, DataQuick® and deeds are accepted as proof of home ownership. DMV registration is accepted for mobile homes registered as vehicles. HCD (Housing and Community Development) registration website may be used to verify mobile home ownership. The printout must include the name of the property owner, the property address, a current registration date, and a registration expiration date. All home ownership documentation must be accurate and current based on the type of documentation provided (ex: mortgage statement is monthly while property tax is every six months).
 - b. A spouse whose name does not appear on property ownership documentation may sign as the property owner if the contractor has verified that the person signing the agreement is married to the person listed on the property ownership document. Verification may include viewing a copy of the marriage certificate or confirming that the customers share the same last name.
 - c. Proof of home ownership documentation must be submitted for all owner occupied homes at time of invoicing for appliances only.
4. Mobile/Manufactured Homes
 - a. The following mobile units are not eligible for services:
 - i. Mobile units used as offices
 - ii. Travel trailers or mobile units that are used for vacations rather than full-time residency
 - iii. Motor homes
 - iv. A travel trailer parked at a home and used as an extra bedroom.
 - v. Mobile homes with less than 320 square feet of floor area.
 - b. A "travel trailer" in a mobile home park that is used as a full time residence may be weatherized only with prior approval from the DAP representative.

F. Weatherization Process

1. **Contractor shall submit completed assessment for review. If approved, CAP Riverside will issue a job work order for measures to be installed.**
2. All Weatherization performed by the Contractor shall be in accordance with the P&P and shall include all feasible measures for which the dwelling qualifies.
3. Contractor shall provide sufficient equipment and personnel to meet the demand for all Weatherization and related appliance work.
4. Under no circumstances shall the Contractor perform Program Services in areas deemed to be potentially hazardous including but not limited to: exposed knob and tube wiring, exposed asbestos insulation or other asbestos materials, or deteriorated wiring due to insulation treated with aluminum sulfate. Upon encountering hazardous conditions, Contractor shall notify the customer and Owner, in writing of such condition (2) and only complete the installation of Measures in areas deemed safe by Contractor. Contractor shall document the hazardous condition(s) on the work order and in the HEAT System.
5. Contractor represents that it has the expertise to identify asbestos.
6. The Contractor shall review the recommendations with the customer and set up an appointment to have recommended Measures installed. The Contractor shall also provide the customer with the name and contact information of the Contractor that will be performing the work.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

7. The Contractor shall have the customer sign the work order and leave a copy for the customer as an acknowledgement that the Measures have been installed.
8. Contractor shall, at all times during the performance of the Program Services, maintain the customer's premises free from accumulation of waste material or debris and shall remove and dispose of it in accordance with all applicable laws at the Contractor's expense.

G. Natural Gas Appliance Testing (NGAT)

1. NGAT shall be performed on gas appliances in accordance with the P&P.
2. NAGT test within **five (5)** business days of the installation of infiltration measures, unless Contractor has made reasonable attempts but has been unable to gain access to dwelling.
3. When hazardous condition is observed on gas appliance, Contractor shall follow "Hazardous Condition Shut-off Procedure" in accordance with the P&P.
4. Contractor shall not perform a NGAT test in conjunction with the installation of non-infiltration measures.

H. Duct Testing and Sealing

DUCT Testing and Sealing shall be performed in accordance with the P&P and Tile 24.

I. Combustion and Ventilation Air

In the event a contractor installs infiltration measures and/or appliance services, the home is found to have inadequate Combustion and Ventilation Air (CVA) and venting cannot be provided to ensure adequate CVA, CAP shall not paid contractor for such services.

J. Quality Assurance & Inspection

1. Contractor shall develop quality control procedures to ensure high quality workmanship practices in the installation of Program Measures and to ensure quality educational Services have been provided to the customer. CAP Riverside reserves the right, after notification to the Contractor, to modify procedures to ensure effectiveness and quality of the Program.
2. Weatherization installations are inspected according to the appropriate California Conventional and Mobile Home weatherization Installation Standards (WIS) Manual. The purpose of these inspections is to ensure that all installations are completed according to program requirements. Contractor is obligated to make any appropriate corrections regardless of inspection date up to one (1) year after the installation.
3. Contractor shall maintain and forward records of all complaints, inquiries and resolutions to CAP Riverside as they are received and resolved. Contractor shall contact customer within **(24) twenty-four** hours of notification of complaint. In general, all complaints or inquiries shall be resolved with **five (5)** business days.
4. In case of conflict over a complaint or inquiry resolutions, CAP Riverside shall be the sole judge as to the acceptability of the Contractor's resolution efforts.
5. If work does not pass CAP Riverside's verification inspections, CAP Riverside will inform the Contractor in writing. Any correction required as a result of a non-hazardous failed inspection must be made within **five (5)** business days from date of notification. Any correction required as a result of a hazardous deficiency, must be corrected within **(24) twenty-four** hours after oral or written notification from CAP Riverside.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

6. CAP Riverside, at the expense of Contractor, may complete corrections not completed by Contractor within stated timeframes.
7. If after the first inspection, the work is not satisfactory, the Contractor will be charged a re-inspection fee of \$25.00 for the first re-inspection and \$50.00 for each re-inspection thereafter. If significant error are identified by SCG, CAP Riverside reserves the right to disallow cost of the entire invoice, including but not limited to enrollment fees, etc.
8. **Three (3)** failures within a 12-month period on the part of the Contractor to comply with the 30-day requirement for making corrections may result CAP Riverside revoking its approval of the subcontractor involved, and/or a default under the Agreement.

K. Invoicing & Reporting

1. Contractor shall invoice CAP Riverside for the installed measures and services on weekly schedule during the term of the Agreement. Invoices shall include all documentation to support customer and dwelling eligibility and the amount invoiced.
2. Contractor shall retain copies of all invoices, back-up documentation, invoices, receipts, itemization of approved materials etc. for a minimum of **ten (10)** years and until written authorization by CAP Riverside.

L. Performance Criteria

1. Consistent failure on the part of the Contractor to attain the performance criteria discussed below may result in their removal from the Program.
2. Contractor shall maintain an overall pass rate of 95% on all dwellings and Measures and services inspected. Pass rates are based on number of assigned homes and measures and services billed by Contractor.
3. CAP Riverside's right to audit shall include all sources of income documentation for all customers. Customer Agreements with missing, incomplete, or incorrect income documentation are NOT eligible for Program Services. Contractor understands that it is not authorized to, and shall NOT contact customers to obtain proof of eligibility from the customer after the audit begins, CAP Riverside shall notify Contractor if a customer who has received Services has been found to be ineligible for the Services rendered under the Program and shall provide Contractor documentation used to determine customer's ineligibility. Contractor shall reimburse CAP Riverside within **ten (10)** days of receipt of an invoice from CAP Riverside for all monies paid in ineligible customer Agreements.
4. CAP Riverside reserves the right to observe outreach, assessment, energy education, and installation activities conducted by contractor. Contractor shall provide CAP Riverside with schedules of the above activities upon request.
5. In the event and Outreach Worker error rate, those errors resulting in customer ineligibility, exceeds 3%, the Outreach Worker may lose authorization to perform income eligibility, assessment and energy education activities for this Program.

III. CAP RIVERSIDE'S RESPONSIBILITIES

- A. CAP Riverside shall review assessments and issue work order for measures to be installed.
- B. CAP Riverside shall provide all promotional and Program-related material as reasonable requested by the Contractor. Contractor shall be responsible for managing their inventory of promotional and Program-related material and shall provide CAP Riverside adequate lead-time to restock Contractor's inventory.

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- C. CAP Riverside shall inspect the Program documents and work performed to ensure compliance with Program standards and work performance.
- D. CAP Riverside reserves the right to withhold payment or request refunds from the contractor for any work performed and invoiced, in which the customer is ineligible for Program participation or for any work performed outside the scope of this agreement.

IV. SCHEDULE A

A. WEATHERIZATION INVOICE INSTRUCTIONS

- 1. Weatherization Invoices from Contractors to CAP Riverside shall include the information listed below. Any incomplete invoice received in CAP Riverside's office will be returned to the contractor. Payment will not be processed until the invoice is completed and resubmitted. Invoices shall include the following information:

a. DOCUMENTATION REQUIRED WHEN INCOME QUALIFIED BY SCG

i. **Single units (Includes Duplex, Triplex, Fourplex and Mobile Home)**

- (i) Customer Agreement
- (ii) Household Income Worksheet
- (iii) Income documentation*
- (iv) Assessment Form
- (v) Work Order
- (vi) NGAT Notice of Condition- When required
- (vii) Duct Testing and Sealing Work Order (when required).
- (viii) CFR-6R (when required (when required)
- (ix) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (x) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).

ii. **Multiple units (5 or more units)**

- (i) Multiple Property Master Agreement
- (ii) Customer Agreement- For each home receiving program services
- (iii) Household Income Worksheet- For each income qualified household
- (iv) Income documentation- For each income qualified household*
- (v) Assessment Form- For each home receiving program services
- (vi) Work Order- For each home receiving program services
- (vii) NGAT Notice of Condition- When required
- (viii) Duct Testing and Sealing Work Order – When required.
- (ix) CFR-6R – When required.
- (x) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (xi) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).
- (xii) * Not required under Income Qualification Methods 1-4 as stated in SCHEDULE G.

b. DOCUMENTATION REQUIRED WHEN INCOME QUALIFIED BY AN OVERLAPPING IOU

i. **Single units (Includes Duplex, Triplex, Fourplex and Mobile Home)**

- (i) Customer Agreement
- (ii) Assessment Form
- (iii) Copy of electric IOU Program Application/Agreement*
- (iv) Work Order

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

- (v) NGAT Notice of Condition- When required
- (vi) Duct Testing and Sealing Work Order – When required.
- (vii) CFR-6R – When required.
- (viii) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (ix) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).
- (x) Note: The NGAT Information Form is not required to be submitted with the invoice but a copy is to be maintained by the contractor in the customer file.

ii. Multiple units (5 or more units)

- (i) Multiple Property Master Agreement
- (ii) Customer Agreement- For each home receiving program services
- (iii) Assessment Form
- (iv) Copy of electric IOU Program Application/Agreement*
- (v) Work Order- For each home receiving program services
- (vi) NGAT Notice of Condition- When required
- (vii) Duct Testing and Sealing Work Order – When required.
- (viii) CFR-6R – When required.
- (ix) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (x) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).
- (xi) Program Application/Agreement for each electric utility is as follows:
 1. SCE - EMA Program Application
 2. PG&E - EPP Certification Form - Income Verification and Customer Commitment
 3. SDG&E - Customer Agreement
 4. Note: The NGAT Information Form is not required to be submitted with the invoice but a copy is to be maintained by the contractor in the customer file.

c. ADDITIONAL INVOICING REQUIREMENTS FOR VARIOUS SCENARIOS

i. Combining Gas and Electric Measures to Meet Three Measure Minimum

- (i) For dwelling units where a minimum of three gas measures cannot be installed, DAP will allow contractors to combine both gas and electric measures to meet the three measure minimum. For cases when electric measures are installed, contractor shall include the following additional documentation with the invoice:
 1. Copy of electric IOU Program Application*
 2. Copy of electric IOU Program Assessment Form, or copy of Installation Work Order for electric measure(s)**
 3. * Program Application/Agreement for each electric utility is as follows:
 - a. SCE - EMA Program Application
 - b. PG&E - EPP Certification Form - Income Verification and Customer Commitment
 - c. SDG&E - Customer Agreement
 - d. ** Copy of Program Assessment Form for each electric utility is as follows:
 - e. SCE - EMA Program Home Assessment Form
 - f. PG&E - EPP Certification Form - Home Assessment Form
 - g. SDG&E - In Home Assessment
 4. If CFL's are used as the combined third measure and are installed at the time of assessment, then a copy of the Installation Work Order is not required as long as the CFL installation information is documented on the Program Assessment Form.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

ii. **CARE Post Enrollment Verified (PEV)**

- (i) A screen print of the "Lead" screen showing the CARE Certified/Verified date within the past 12 months of applicant sign date (see below)
- (ii) A partially completed Household Income Worksheet with the following fields completed:
 1. "60 years of age or older"
 2. "Proof of Disability"
 3. Total household occupants
 4. Name of owner in the *Household Members* section for owner-occupied dwellings.
 5. Note: A copy of the partially completed HIW **does not** need to be provided to the applicant.

iii. **Categorical Eligibility**

- (i) Current proof of a household member on one of the programs listed in SCHEDULE G.

V. SCHEDULE C

A. **GAS COMPANY DOCUMENTS, SIGNATURE REQUIREMENTS, TIME LINES AND DOCUMENTATION REQUIREMENTS. *Copies of documents/forms are available upon request and may change accordingly.**

1. **DAP DOCUMENTS**

- a. **Energy Education and Resource Guide** is distributed to each qualified applicant at the time of program enrollment. Outreach Specialist must review the Energy Education and Resource Guide with the applicant at the time the applicant is signed up for the program.
- b. **DAP Welcome Letter** is distributed to each qualified applicant at the time of program enrollment. Outreach Specialist must review the Welcome Letter with the applicant at the time the applicant is signed up for the program.
- c. **Household Income Worksheet (HIW)** is used by Outreach Specialist to record the number of household members and calculate the total household income. Applicant and Outreach Specialist must sign and date the worksheet. It must be completely filled out and attached to the Customer Agreement. NOTE: only the "Total Household Income" amount may be rounded. An HIW is required for all enrollment types except when household has been qualified by other IOU. If other IOU has done the qualification a copy of other IOU's enrollment is required in lieu of the HIW.
- d. **Customer Agreement** is for So Cal Gas single-family or multifamily units. The document must be completely filled out, including the statistical data section. The owner, tenant (if applicable), and Outreach Specialist must sign and date this document.
- e. **Multi Property Agreement** must be signed and dated by the owner or an authorized representative for multiple unit dwellings where owner signature is not provided on the Customer Agreement form. Individual Customer Agreements must be signed by the tenants prior to any work being performed in the units.
- f. **Notice of Unsatisfactory Condition** must be provided to customer when a hazardous condition is discovered on the premises and may not be corrected immediately by the contractor.
- g. **Assessment Form** (or approved contractor assessment form) is used to identify program services which may be feasible to install in the home. All measures that are not being recommended must include a non-feasibility code on the form.

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- h. **Weatherization Work Order** (or approved contractor work order) is used to identify program services installed in the home.
- i. **Duct Testing and Sealing Work Order** form is used to record duct testing and sealing information when performed as a program measure or for Title 24 compliance.
- j. **CF6R** is used to record duct testing and sealing information for furnace replacements that fall under Title 24 duct testing and sealing requirements.
- k. For cases where Contractor uses approved contractor work order and a unit is leveraged with state funds, then documentation submitted with the agreement/invoice will be either:
 - i. The contractor work order form with the measures being billed to DAP clearly highlighted, or
 - ii. The "DAP Work Order" form specifying the measures being billed to DAP and the words "Leveraged" on the customer signature line. The customer does not need to sign the "DAP Work Order" since the customer signature will be on the approved contractor work order form.
- l. For those cases when a unit is not leveraged with state funds, the customer signature is on an approved contractor work order form and the contractor chooses to submit the "DAP Work Order" form with the agreement/invoice, contractor shall include the words "Customer signature on file" on the customer signature line.
- m. A customer signature shall be required after the installation of weatherization measures to ensure they have been completed to the customers' satisfaction. The location of the signature will depend on the form being used by the contractor (approved contractor work order form or "DAP Work Order" form).
- n. Non-feasibility codes shall be included on any submitted "DAP Work Order" for those SoCalGas eligible measures and specific minor home repairs as stated in Section 7.3.1 of the P&P Manual. At this time, contractors using approved work order forms have the option of recording non-feasibility information by either:
 - i. Using SCG non-feasibility codes, or
 - ii. Providing written detail as to why the measure(s) was not installed.

2. DAP Signature Requirements

- a. The applicant and Outreach Specialist must sign and date the Customer Agreement and the Household Income Worksheet where indicated. Payment for Customer Agreements with missing signatures will be disallowed or charged back
- b. An Outreach Specialist's signature verifies that he/she has asked for, reviewed, and documented all household income from all household members. His/her signature also verifies that the applicant has received a DAP Welcome Letter, an Energy Education and Resource Guide, and has received in-home energy education from Outreach Specialist. Additionally, the Outreach Specialist's signature verifies that all customer interaction has been conducted by the DAP certified Outreach Specialist signing the paperwork. The applicant (or authorized representative) must also sign the DAP work order and the DAP Notice of Condition (if issued).
- c. All applicants' signatures must be witnessed if printed, illegible, or an "X" or other mark is used. If printed or illegible signature, one witness is required (Outreach Specialist or installer can be the witness). If an "X" or other mark is used, two witnesses are required (Outreach Specialist can be one witness, and a neutral party must be the other witness). Witnesses must print and sign their full names (initials are not acceptable). All witnesses and applicants must be at least 18 years of age or older.

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- d. Signing an applicant's name or allowing someone other than the applicant to sign applicant's name on any DAP document is considered forgery and will result in immediate de-certification of the individual(s) involved.
- e. Contractor may obtain via US Mail Multi Property Agreements signed by Legal Property Owner or Legal Property Owner Authorized Representative with the following requirements
- f. Legal Property Owner or Legal Property Owner Authorized Representative is located outside of Contractor's service territory.
- g. Contact with Legal Property Owner or Legal Property Owner Authorized Representative is made by a DAP certified Outreach Specialist.
- h. Acceptable Ownership documentation is provided directly by Legal Property Owner or Legal Property Owner Authorized Representative.
- i. Outreach Specialist is required to meet with Legal Property Owner or Legal Property Owner Authorized Representative, collect and witness signatures and verify home ownership in person for Legal Property Owner or Legal Property Owner Authorized Representative who live within Contractor's service territory.

3. **Additional requirements**

- a. When a Legal Property Owner is an entity or is not available to sign required DAP forms and Legal Property Owner Authorized Representative will be signing on their behalf, a copy of an acceptable Home Ownership document must be submitted along with any additional documentation that may help establish relationship between owner and representative.
 - i. **Living Trust:**
 - (i) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE: Print the legal owner's name.
 - (ii) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The person named as the trustee signs their name and writes "trustee" over or after their signature.
 - (iii) CAP Riverside is only requiring copies of the page(s) that show the 1) name of the trust and 2) trustees. The entire trust is not required.
 - ii. **Power of Attorney**
 - (i) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE: Print the legal owner's name.
 - (ii) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The person with power of attorney signs their name and writes "POA" over or after their signature.
 - iii. **Management Agreement**
 - (i) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE: Print the legal owner's name.
 - (ii) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The authorized representative of the property management company must sign their name and include the name of the property management company over or after their signature.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

iv. **Property Owned by a Company or Corporation**

- (i) If the property is owned by a company or corporation, a letter (on company letterhead) stating the person signing the agreement has authority to sign for the company/corporation is required. A business card with the company/corporation name and the name of the person signing the agreement is also acceptable.

4. Timelines

a. Contractor has:

- i. 30 calendar days from lead creation to enrollment date
- ii. 10 calendar days from enrollment to data entry of customer agreement and assessment workflow steps.
- iii. 45 calendar days from enrollment date to data entry of work order measures.
- iv. 14 calendar days from when the Work Order work flow step is closed to submit accurate paperwork.
- v. 14 calendar days to correct and data enter a non-hazardous fail.
- vi. 24 hours to correct and data enter a hazardous fail.
- vii. 45 calendar days from Wx installation date to complete appliance repair.*
- viii. 45 calendar days from DAP approval notification date for appliance replacement.*
- ix. 14 calendar days from date of appliance repair or replacement to data enter results.
- x. * Appliance repair and replacement not addressed within 45 days of Wx installation date or DAP approval notification date may be given to another contractor. Comments need to be added to enrollment if work is "in progress".

b. Notes concerning time lines

- i. Agreements submitted after the specified time line may not be accepted without the approval of the Energy Programs Manager. Additionally, these agreements will have a negative impact on the Time Line KPI.
- ii. The "clock" does not stop or re-set if an agreement is rejected.

VI. SCHEDULE D

A. DAP ADVERTISING/PROMOTION POLICY FOR CONTRACTORS

1. Direct Assistance Program

a. Advertising/Promotion Policy for Contractors

i. Do's

- (i) Contractor shall use DAP issued ID Badge to identify himself or herself to the customer.
- (ii) Contractor should introduce himself or herself as an employee of "XYZ Agency/Company" and provide them with information pertaining to the Direct Assistance Program, jointly sponsored by Southern California Gas Company (The Gas Company®) and Southern California Edison.
- (iii) Contractor can distribute the Energy Education Packet to qualified customers.

ii. Don'ts

- (i) No unauthorized use of The Gas Company name and/or logo is permitted for advertisement or any promotional applications. The Gas Company name and logo are

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

registered trademarks, protected under trademark laws, and all rights are reserved by the trademark owner.

- (ii) Via the 2005 contract, Contractor shall perform DAP Services as an independent contractor and no principal-agent or employer-employee relationship or joint-venture or partnership shall be created with Company.
- (iii) Use of The Gas Company identity on contractor apparel or business cards is strictly prohibited, in order to prevent potential misrepresentation or the perception of implied endorsement.
- (iv) Per section 3.3.3 in the P&P (Other Work), the contractor is prohibited from selling other services to the customer or charging the customer for any other service.
- (v) Per Section 3.2.1 of the P&P (Promotional Guidelines), only promotional materials approved by the Utility Program Manager may be used to promote participation in the LIEE Program. Any uncertainty as to the use of the Southern California Gas Company name and/or logos, including The Gas Company and SoCalGasSM, in any advertisement or promotional application should be directed to the DAP Energy Programs Manager
- (vi) Any unauthorized use of the Southern California Gas Company name, logos and/or trademarks, including The Gas Company® and SoCalGasSM, may lead to the contractor's termination from the Direct Assistance Program and possible legal action.
- (vii) Note that this provision does not preclude the possibility of requiring a co-payment for the installation of one or more measures, if approved by the utility.

VII. SCHEDULE E

A. OUTREACH SPECIALIST DAP ID BADGE POLICY

1. Outreach Specialists who do not have an "active" ID badge will not be permitted to enroll customers for DAP services. This includes Outreach Specialists who have an ID badge status of "expired".
2. Renewals must be submitted to the DAP office no later than two business days prior to expiration date. Renewals that are submitted after this deadline are subject to a \$50 processing fee (charged to the Wx contractor). Outreach Specialists cannot conduct outreach activities without an active DAP ID badge. All agreements/invoices enrolled by an Outreach Specialist with an "expired" ID Badge (at the time of enrollment) will be rejected and not paid.
3. It is the Contractor's responsibility to ensure that their Outreach Specialist's CSLB HISR is current. Contractor shall notify the Company of relevant changes in the status of an Outreach Specialist's HISR.

B. DAP ID Badge Request Process

1. Please follow the process below when requesting a **NEW** DAP ID badge.
 - a. Email Rosie Magana at rmagana@semprautilities.com and Craig Allen at cdallen@semprautilities.com with the following information:
 - i. Legal Name as it appears on a secondary picture ID, or HISR
 - ii. Copy of secondary picture ID or HISR
 - iii. Badge type (Outreach, Installer, ARRP etc)
 - iv. Copy of Specialist Profile Form if one is not already in file
 - v. Class date or picture file if employee has not attended class yet
 - vi. Hire date
2. **RENEWALS AND REPLACEMENT** badge request should follow the process below.
 - a. Email Rosie Magana at rmagana@semprautilities.com and Craig Allen at cdallen@semprautilities.com with the following information:

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

- i. Legal Name as it appears on a secondary picture ID, or HISR
- ii. Copy of secondary picture ID or HISR
- iii. Current or Expired DAP ID badge number
- iv. Current and active HISR (if required)
- v. Reason for renewal (renewed HISR, or lost, stolen, damaged, etc)
- vi. Copy of Specialist Profile form if one is not already in file

VIII. SCHEDULE F

A. DUCT TESTING AND SEALING

1. Contractor must be equipped to perform needed duct testing and sealing in accordance with the P&P and Title 24 standards. Contractors shall use the Minneapolis Duct Blaster when performing duct testing.

B. Duct System Fails

1. A duct system that fails the inspection/verification will require the contractor to return to the customer's home and make any necessary corrections to the duct system. All labor or material used during additional visits will be at the contractor's expense.
2. Contractor will be assessed a \$100.00 charge back fee for duct systems that fail inspection/verification. Contractor has the option to contest a fail within fourteen (14) calendar days from the date the inspection results were posted on-line. For these cases, the contractor will be given the opportunity to observe the inspection/verification at the customer's home. Contested fails that are not overturned will result in a second \$100.00 charge back fee assessed to the contractor. Fails that are overturned will result in the contractor receiving a \$100.00 "Duct System Contested Fail - Overturn" fee for compensation.
3. Duct systems that fail inspection/verification two times will result in a meeting with the contractor, inspector/HERS rater and SoCalGas at the customers home to resolve fail and assure duct system meets requirements. Charge back fee of \$100.00 will be assessed to the party (contractor or inspector) at fault and \$100.00 will be credited to the party not at fault.

IX. SCHEDULE G

A. INCOME QUALIFICATION METHODS

1. Methods for Income Qualification

- a. Outreach Specialists shall utilize the most appropriate income qualification method when enrolling customers and the methods are as follows:
 - i. **Self-Certification**
 - ii. **PRIZM Codes**
 - (i) The HEAT System contains demographic/census type information for each account and customer in the form of a PRIZM Code. The CAP Riverside provides the Contractor the ability to use these codes to identify low income customers in specific areas of the service territory and allowing those customers to enroll into the LIEE program by self-certifying their income.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

- (ii) CAP Riverside will accept Self-Certification documentation for accounts having the following PRIZM Codes

46	52	56	60	64
47	53	57	61	65
48	54	58	62	66
49	55	59	63	

- (iii) Contractor is responsible for identifying those dwelling units that meet the criteria using the HEAT System. The PRIZM Code can be found on the "Lead" workflow step before the DMRI is created.

iii. **CARE Post Enrollment Verified (PEV) Accounts**

- (i) Customer accounts showing a "CARE Certified/Verified" date in the HEAT System within the past 12-months of the applicant sign date do not require income documentation/calculations as income verification was done within the past 12-months by another low-income IOU program.

iv. **Income Qualified by An Overlapping IOU**

- (i) Income documentation and calculations are not required for customers income-qualified for an overlapping electric IOU as long as:
1. The electric IOU Program Application/Agreement enrollment date is on or before the SCG DAP enrollment date.
 2. The electric IOU Program Application/Agreement enrollment date is within the past 12-months of the customer's signature on the Customer Agreement (DAP enrollment date)

v. **Categorical Eligibility**

- (i) Per Decision 06-12-038, utilities are authorized to implement Categorical Eligibility (CE).
- (ii) SoCalGas has determined the following Assistance Programs are eligible for CE:
1. TANF
 2. Cal-Works
 3. LIHEAP
 4. WIC
 5. Food Stamps
 6. Medi-Cal
 7. Healthy Families A and B
 8. Current proof of a household member on one of the above programs is required.
 9. See SCHEDULE G for additional requirements on Categorical Eligibility.

vi. **Full Income Documentation**

- (i) Outreach workers and assessors will use Income Calculation method for participants who do not qualify for Self Certification.
- (ii) The Income Calculation method is determined by the income documentation, not the income source (i.e.: "wages" are an income source and there are multiple ways to calculate income based check stub frequency). All check stubs, bank statements, and rental receipts must be dated within two months from customer sign date. If a pay period is not printed on the payroll check stub(s), customer must certify the pay period with a signed and dated statement written on the copy of the payroll check stub(s). Example: "I, John Smith, certify that this check stub covers a pay period of one week".

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

- (iii) Original eligibility documents (check stubs, bank statements, award letters, mortgage statements etc) are not to be collected. Only copies of eligibility documents should be collected.
- (iv) The utility will periodically audit income documentation retained by the contractor.

(v) Instructions:

1. Based on household member's income documentation you must first determine their payment frequency and if payment is considered REGULAR. Then you select the formula which you will use to calculate the household member's annual gross income. The number of income documents that must be obtained, may vary depending upon the information on the household members documents.

a. Regular Paycheck Stub

- i. A regular pay check stub must include the following:
- ii. Beginning and ending pay periods (NO CERTIFICATIONS)
- iii. Weekly paycheck stub must represent a minimum of 35 or more hours.
- iv. Bi-weekly and Semi-monthly stubs must represent a minimum of 75 or more hours.
- v. If the number of hours is not displayed, the paycheck stub must have hourly rate and must calculate using the hourly method.
- vi. Paycheck stubs must be dated within one month from sign date.
- vii. If the above criteria are met, income must be calculated using the methodologies below:

HOURLY:

Hourly rate is multiplied by 2080 hours

WEEKLY:

Obtain ONE check stub dated within ONE month from sign date

Multiply gross amount by 52

BI-WEEKLY:

Obtain ONE check stub dated within ONE month from sign date

Multiply by 26

SEMI-MONTHLY:

Obtain ONE check stub dated within ONE month from sign date

Multiply by 24

MONTHLY:

Obtain one check stub dated within two months from sign date

Multiply total gross amount by 12

b. Non Regular Paycheck Stub

- i. When the household member's income documentation does not meet the "REGULAR PAYCHECK STUB" criteria, income must be calculated using the methodologies below:

WEEKLY:

Obtain two consecutive check stubs dated within two months from sign date

Add total gross amount

Multiply by 26

BI-WEEKLY:

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

Obtain two consecutive check stubs dated within two months from sign date
 Add total gross amount
 Multiply by 13

SEMI-MONTHLY:

Obtain two consecutive check stubs dated within two months from sign date
 Add total gross amount
 Multiply by 12

MONTHLY:

Obtain one check stub dated within two months from sign date
 Multiply total gross amount by 12

c. State of California Unemployment and/or Disability Benefits:

- i. Obtain one check stub dated within two months from sign date
- ii. Multiply weekly rate by 52

d. Calculating Income When Customer Provides Yearly Documentation (Only Accepted From January 1 – June 30)

- i. Obtain current tax year's filing and any 1099, W-2, Schedule C, etc.
- ii. Use gross income for wages, salaries, and commissions
- iii. Use net profit amount for self employed customers

b. Additional Income Documentation

- i. In addition to the income documentation requirements in Table 2-3 of the Policy and Procedures Manual, the following documentation will also be accepted:
 - (i) Alimony or child support payments- Affidavit from recipient
 - (ii) Disability benefits, foster care payments, unemployment benefits, VA benefits, or specialist's compensation- Bank statement showing direct deposit.
 - (iii) Food stamps- Notice of Action
 - (iv) Pension or 401k payments or withdrawals- Bank statement showing direct deposit
 - (v) Social Security payments- Copy of un-cashed check or current 1099
 - (vi) Bank statements must show source of all deposits
- ii. Affidavits must be hand written (pre-printed forms are not allowed) by the person receiving the income and must include the following:
 - (i) Name of household member receiving income
 - (ii) Contact telephone number
 - (iii) Date affidavit was written
 - (iv) Type of business (Including business name and address)
 - (v) Amount of income
 - (vi) Frequency of income
 - (vii) Printed name and signature of self-employed household member (or employer, if affidavit is for cash employee)
 - (viii) Affidavits documenting cash wages from one employer cannot be used if the employee receives a paycheck stub.
- iii. Although YTD (year to date) is not a calculation method, YTD earnings must be considered when calculating income. For example: If YTD income (from check stub) exceeds the income allowance, customer does not qualify.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

- iv. If income tax returns are used, a copy of the current signed and dated federal income tax filing showing gross annual income, and copies of any 1099's, W-2's, Schedule C's etc are required. Additionally, federal income tax filings and 1099's are only accepted from January 1st through June 30th, and only for the current tax year.
- v. It is the responsibility of the contractor to ensure that only approved income and or ownership documentation is used to determine customer eligibility. In the event that unapproved income, ownership documentation is submitted, payment may be disallowed.

X. SCHEDULE H

A. CATEGORICAL ELIGIBILITY

1. Description

- a. Customers may be eligible to participate in the Low Income Energy Efficiency (LIEE) program (SCG DAP) under Categorical Eligibility. With proof of current participation of a household member, in any one of the following Local, State, or Federal assistance programs the customer is eligible for SCG LIEE enrollment.

Program	Documentation Needed
TANF (AFDC) or Cal-Works	Award letter, Notice of Action or letter from welfare office and/or ID card. Or, with customer's approval, a screen print from the issuing agency showing current benefits or the caseworker will fax information as designated by the customer (to the outreach entity or the utility).
LIHEAP	Proof of direct payment to the utility (from CSD, CBO or line item on monthly bill) or a copy of CSD Energy Intake Form (CSD 43) showing customer has been qualified for LIHEAP services (from CSD or CBO).
WIC	WIC Authorization Folder (WAF) with ID Number. (The Authorization Folder has the date of their scheduled appointments. Customer is not able to receive benefits without the folder or proof of current monthly appointment.)
Food Stamps	Award Letter, Notice of Action or letter of eligibility. Or, with customer's approval, a screen print from the issuing agency showing current benefits or the caseworker will fax information as designated by the customer (to the outreach entity or the utility).
Medi-Cal	Letter of eligibility and/or ID card. Or, with customer's approval, a screen print from the issuing agency showing current benefits or the caseworker will fax information as designated by the customer (to the outreach entity or the utility).
Healthy Families A and B <u>Note: Plan "C" does not qualify for categorical enrollment</u>	Current Welcome Letter and program ID card. The Welcome Letter should have a date of when the program participation began.

B. Policy:

1. Proof of current participation must be the most current document from the issuing agency and must be dated within the previous 12 months.
2. Default to other enrollment method if proof of participation in the program(s) listed above is not the most current or is unavailable.
3. The 10 year rule still applies and assessment of property is still required.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

**2013 Southern California Gas Company #5660025401
Maximum Reimbursement Rates for Weatherization**

SERVICE TYPE		MAXIMUM REIMBURSEMENT	FREQUENCY
Enrollment	Customer is enrolled in ESAP by another Investor Owned Utility (IOU) and no income-documentation is required for SCG enrollment.	\$26.00	One per home
	Customer is not enrolled in ESAP Program by another IOU- Self Certification	\$42.00	
	Customer is enrolled in ESAP through the Full Documentation process	\$46.00	
Assessment	Assessment for all Gas Measures	\$20.00	One per home
HE Clothes Washer Assessment	Assessment for HE Clothes Washer- Complete clothes washer assessment form. Home must have an operational clothes washer and dryer.	\$5.00	One per home
Program Services Declined	Program Services Declined- Document and data entry of customer unwilling or unable to participate.	\$4.00	One per home and only when customer is NOT enrolled
Energy Education	Reimbursement is provided only if contractor is not billing another IOU for the same service. (Standard)	\$15.00	One per home
	Reimbursement for homes where customer is enrolled in ESAP by another IOU at the same time. (Leveraged)	\$7.50	

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Income Re-Certification	Admin and program support services (includes processing, data entry, back office support and invoicing)	\$20.00	One per home
	Customer is enrolled in ESAP through the Full Documentation process	\$42.00	
	Customer enrolled in ESAP through the Self-Certification/Categorical process	\$26.00	
Admin/Program Support	Admin and program support services (includes processing, data entry, back office support and invoicing)	\$10.00	One per home
	Processing fee (administrative fee for processing enrollment and assessment paperwork)	\$5.00	

WEATHERIZATION FEES	UNIT	MAXIMUM REIMBURSEMENT
Crew Trip Fee - Applies only to work orders enrolled by a different contractor where weatherization services are not feasible.	Per Home- Cannot be charged in conjunction with "Crew Trip Fee" below.	\$67.80
Crew Trip Fee- Applies only to dwellings that received water measures only (Outreach and Installation completed by same contractor)	Per Home- Cannot be charged in conjunction with "Crew Trip Fee" above.	\$33.90

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Attachment A

WEATHERIZATION MEASURES/SERVICES	UNIT	VARIABLE COSTS	LABOR	MAXIMUM REIMBURSEMENT
Air Conditioner Cover (Window/Wall)	Each			\$35.50
Appliance Closet Door Latch	Each			\$16.25
Appliance Closet Door Weatherstripping-Foam Tape	Each			\$10.75
Appliance Closet Door Weatherstripping – Rigid Gasket	Each			\$43.75
Attic Access Cover	Each			\$29.75
Attic Access New (includes cover)	Each			\$70.00
Attic Access Weatherstripping	Each			\$10
Attic Insulation	Per Sq. Ft.	\$1.06 Per Sq. Ft.		Varies
Attic Insulation - R13 (Knee wall)	Per Sq. Ft.	\$0.62 Per Sq. Ft.		Varies
Caulking- (Maximum of 100' without CAP approval)	Per Lin. Ft.	\$0.37 Per Lin. Ft.		Varies
Combustion and Ventilation Air (CVA)	Each Appliance			\$58.25
Door - 24", 28", 30", 32", & 36", Solid Core	Each			\$101.00
Door - 34" & 42" Solid Core,	Each			\$160.75
Door, Deadbolt	Each			\$33.50
Door- Louvered	Each			\$124.00
Door—Half Lite	Each			\$160.75
Door Handle	Each			\$5.25
Door Hinges, locking pin	Each			\$12.00
Door Hinges, loose pin	Each			\$9.75
Door Hinges, spring	Each			\$16.75
Door jamb stock including caulking	Per Lin. Ft.	\$2.54 Per Lin. Ft.	\$25.42	Varies

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

Door, Lockset	Each			\$33.50
Door, Lockset Brace (1 per door)	Each			\$35.25
Door or window casing including caulking	Per Lin. Ft.	\$0.63 Per Lin. Ft.	\$16.95	Varies
Door Shoe	Each			\$18.50
Door Specialty	Each	Cost + 10%	\$33.90	Varies
Door Stop including caulking	Per Lin. Ft.	\$0.51 Per Lin. Ft.	\$8.48	Varies
Door, Striker plate, regular	Each			\$6.50
Door, Striker plate, safety	Each			\$6.75
Door Sweep	Each			\$18.50
Door Threshold	Each			\$20.50
Double door slide bolt	Each			\$11.25
Dryer Venting - Opening With Vent	Each			\$58.25
Dryer Venting - Vent Only	Each			\$21.25
Duct Repair - in conjunction with attic Insulation	Each			\$20.75
Evaporative Cooler Register Cover	Each			\$35.50
Exhaust Venting (Kitchen/Bath) - Opening With Vent	Each			\$58.25
Exhaust Venting (Kitchen/Bath) - Vent Only	Each			\$21.50
Exhaust Venting Mobile Home (Kitchen)	Each			\$58.25
Faucet Aerator (Kitchen/Bath)	Each			\$6.50
Faucet Aerator Adapter	Each			\$6.50
Flex Connector (done in conjunction with Standing Pilot Retrofit Kit)	Each			\$23.75
Furnace Clean and Tune	Each			\$56.50
Furnace Filter (done in conjunction with Furnace Clean and Tune)	Each			\$10.50

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Glass: D.S. or S.S. including glazing compound. (Per sash)	Per Sq. Ft.	\$2.54 Per Sq. Ft	\$42.38.	Varies
Glass: Specialty	Each	Cost + 10%	\$42.38	Varies
Glass: Tempered or Polycarbonate including glazing compound. (Per sash)	Per Sq. Ft.	\$4.00 Per Sq. Ft.	\$42.38	Varies
Glass Replace-Louvered (jalousie) Windows (Glass panel)	Each			\$10.00
Glazing Compound per window-from corner to corner (At least one entire edge)	Per Window			\$11.00
Hand Held Showerhead	Each			\$34.00
Line Valve (done in conjunction with Standing Pilot Retrofit Kit)	Each			\$23.75
Low Flow Showerhead	Each			\$16.75
Natural Gas Appliance Testing (NGAT) – Leveraging Fee (per home)	Per Home			\$1.00
Natural Gas Appliance Testing (NGAT)- (per home)	Per Home			\$28.50
Roof Mastic (in conjunction with dormer or mushroom vent)	Per Home			\$12.25
Seal FAU Platform (Caulking Around Base)	Each			\$17.00
Showerhead Diverter Valve	Each			\$33.25
Shower Adapter	Each			\$5.25
Silicone Caulking (crack or bb hole)	Each			\$9.75
Standing Pilot Retrofit Kit (Requires C20 License)	Each			\$277.00
Switch & Outlet Gaskets & Covers	Per Home			\$9.00
Thermostatic Shower Valve	Each			\$39.62
Vent Screen	Each			\$9.75
Vent – Eave	Each			\$19.75

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Attachment A

Wall Repair – Utility Penetration	Per Home			\$10.25
Wall Repair (stucco patch or plywood)	Per Home			\$40.50
Wall Repair (tape joint compound, plaster)	Per Home			\$37.75
Water Heater Blanket – Central	Each			\$85.75
Water Heater Blanket– Individual	Each			\$51.00
Water Heater Pipe Insulation	Each			\$19.75
Weatherstripping – Attic Access	Each			\$10.75
Weatherstripping & Caulking-rigid gasket	Each			\$43.75
Weatherstripping- Foam Tape/V-Strip	Each			\$10.75
Window Set Assembly	Each	Cost + 10%	\$50.86	Varies
Duct Testing (includes Admin fee)	Per Appliance			\$133.00
Duct Sealing - 60 minutes or less	Per Appliance		Duct Sealing is limited to one fee per appliance and only if duct system has been sealed.	\$113.00
Duct Sealing - 61-90 minutes	Per Appliance			\$170.00
Duct Sealing - greater than 90 minutes	Per Appliance			\$226.00
Duct Board Installation	Per Appliance			\$61.25

Community Action Partnership of Riverside County

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

MASTER AGREEMENT: CAP-13-017

CONTRACTOR: Reliable Energy Management, Inc.

CONTRACT TERM: March 26, 2013 through February 28, 2014

WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP RIVERSIDE, desires to provide home weatherization services for **Southern California Gas Company**;

WHEREAS Reliable Energy Management, Inc. has the expertise, special skills, knowledge and experience to provide these services;

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

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

ATTEST:
 KECIA HARRER-JHEM, Clerk
 DEPUTY
 BY: *[Signature]*

Authorized Signature for the Board: <i>[Signature]</i>	Authorized Signature for Contractor: <i>[Signature]</i>
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: RON GARCIA
Title: Chairman, Board of Supervisors	Title: President
Address: 4080 Lemon Street Riverside, CA 92501	Address: 7201 Rosecrans Avenue Paramount, CA 90723
Date Signed: MAR 26 2013	Date Signed: 3/14/13

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 NEAL R. KIPNIS DATE

MAR 26 2013 3-7

**RELIABLE ENERGY MANAGEMENT, INC.
SOUTHERN CALIFORNIA GAS COMPANY
MASTER WEATHERIZATION AGREEMENT
TERMS AND CONDITIONS**

Contents

- I. ABBREVIATIONS.....4**
- II. CAP RIVERSIDE RESPONSIBILITIES.....4**
- III. CONTRACTOR RESPONSIBILITIES4**
- IV. FISCAL PROVISIONS.....4**
 - A. COMPENSATION.....4
 - B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS5
 - C. FINANCIAL RESOURCES5
 - D. RECORDS, INSPECTIONS, AND AUDITS5
 - E. SUPPLANTATION.....6
 - F. DISALLOWANCE6
 - G. AVAILABILITY OF FUNDING6
- V. GENERAL PROVISIONS6**
 - A. EFFECTIVE PERIOD6
 - B. CONFLICT OF INTEREST6
 - C. NOTICES.....7
 - D. CONFIDENTIALITY.....7
 - E. CHILD ABUSE REPORTING.....7
 - F. EMPLOYMENT PRACTICES.....7
 - G. HOLD HARMLESS/INDEMNIFICATION8
 - H. INSURANCE.....8
 - I. COMMERCIAL CRIME COVERAGE (FIDELITY BOND)10
 - J. LICENSES AND PERMITS.....10
 - K. INDEPENDENT CONTRACTOR.....10
 - L. SUBCONTRACT FOR SERVICES.....11
 - M. USE BY POLITICAL ENTITIES11
 - N. ASSIGNMENT.....11
 - O. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES11
 - P. INSPECTION OF SERVICE11
 - Q. CLEAN AIR/WATER ACTS12
 - R. DISPUTES.....12
 - S. DEBARMENT AND SUSPENSION12
 - T. CERTIFICATION REGARDING DRUG FREE WORKPLACE13
 - U. CERTIFICATION REGARDING LOBBYING13
 - V. SANCTIONS.....13
 - W. TERMINATION.....13
 - X. MODIFICATION OF TERMS13
 - Y. ENTIRE AGREEMENT14

LIST OF EXHIBITS AND ATTACHMENTS

- Exhibit A – Contractor Payment Request
- Exhibit B – Instructions for Contractor Payment Request
- Exhibit C – Certification Regarding Debarment, Suspension, and Related Matters
- Exhibit D – Certification Regarding Drug Free Workplace
- Exhibit E – Certification Regarding Lobbying
- Attachment A – Scope of Work – Southern California Gas Company

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

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

II. CAP RIVERSIDE RESPONSIBILITIES

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

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall

1. Assign staff to act as liaison to CAP RIVERSIDE
2. Provide a telephone number for service requests and emergency service responses between the hours of 7:00 a.m. to 8:00 p.m. Pacific Standard Time, Monday thru Friday.
3. Ensure response time for emergencies not exceed twenty-four hours, 7:00 a.m. thru 8:00 p.m., Pacific Standard Time, Monday thru Friday.
4. Ensure that they have the skills, experience and knowledge necessary to perform the work agreed to be performed under this Agreement, and that CAP RIVERSIDE relies upon the Contractor's representation about its skills, experience and knowledge to perform the Contractor's work in a competent manner.
5. Perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.
6. Provide and perform in a fully competent manner all services as described and specified in the Scope of Services (Attachment A) attached hereto and incorporated herein by this reference.

IV. FISCAL PROVISIONS

A. COMPENSATION

For the work completed on each dwelling weatherized by the Contractor to CAP Riverside's satisfactory inspection and upon receipt of all required paperwork and invoices, CAP Riverside will compensate the Contractor per unit of service as set forth in the written work order for the dwelling unit. The Contractor's invoice shall include an itemized accounting of all costs. The Contractor will be paid in accordance to the Payment Reimbursement Scheduled included in Attachments A. Any work completed without approval by CAP Riverside is subject to disallowance. Any costs incurred by the Contractor for the replacement of substandard materials and/or work shall be at the Contractor's expense and shall not be charged to CAP Riverside.

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

1. To request payment, the Contractor shall submit the Contractor Payment Request Form (Exhibit A) following the Instructions for Contractor Payment Request (Exhibit B). Supporting documentation such as permits, receipts, labor schedules, documentation to justify job references and job hours, and/or any other relevant information must accompany the Contractor Payment Request. Exhibits A and B are attached hereto and incorporated herein by these references.
2. In order to receive payment in a timely manner, Contractor shall submit invoices to CAP RIVERSIDE within five (5) working days after completion of work.
3. Services will be inspected by CAP RIVERSIDE within ten (10) working days from receipt of invoice.
4. CAP RIVERSIDE shall pay invoice upon release of funds by Southern California Gas Company.
5. All submissions will be received in the CAP RIVERSIDE office, addressed to:

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

C. FINANCIAL RESOURCES

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

D. RECORDS, INSPECTIONS, AND AUDITS

The Contractor is required to maintain auditable books, records, documents, including but not limited to receipts for all materials, job schedules/payroll time records, etc., and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for **ten (10)** years after final payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later. **Contractor must obtain written approval from CAP Riverside before destruction of any records pertaining to this agreement.**

1. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.

3. Should the Contractor disagree with any audit conducted by CAP RIVERSIDE, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP RIVERSIDE a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by CAP RIVERSIDE for such an audit.
4. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CAP RIVERSIDE in conducting such an audit.

E. SUPPLANTATION

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

F. DISALLOWANCE

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

G. AVAILABILITY OF FUNDING

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

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective March 26, 2013 through February 28, 2014. The period of performance shall be up to five (5) years, renewable in one (1) year increments from the date of the award, with no obligation by the County of Riverside to purchase any specified amount of services. The contract extension after the initial year shall be contingent upon prior year performance.

B. CONFLICT OF INTEREST

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

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

C. NOTICES

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

CAP RIVERSIDE:

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

CONTRACTOR:

Reliable Energy Management, Inc.
7201 Rosecrans Avenue
Paramount, CA 90723
(562) 984-5308

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

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

E. CHILD ABUSE REPORTING

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

F. EMPLOYMENT PRACTICES

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

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

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

G. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

H. INSURANCE

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

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

2. **Commercial General Liability** insurance coverage, including but not limited to, premises liability, contractual liability, personal and advertising injury which may arise from or out of the Contractor's operations, or the performance of its obligations hereunder. Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured. Policy limits shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
3. **Vehicle Liability Insurance** – If the Contractor's vehicles or licensed mobile equipment are used or "may be used" on the County property, or used or "may be used" in any manner on behalf of the County, then the contractor shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured.
4. **General Insurance Provisions**
 - a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - b. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Contractor's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
 - c. The Contractor shall cause its insurance carrier(s) to furnish CAP RIVERSIDE with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to CAP RIVERSIDE prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless CAP RIVERSIDE receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect.
 - d. It is understood and agreed to by the parties hereto and the insurance companies that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as

primary, and the County's insurance and/or deductibles and/or self-insured retentions, or self-insured programs shall not be construed as contributory.

- e. CAP RIVERSIDE or the County Risk Manager reserves the right to adjust the monetary limits or types of insurance coverages during the term of this Agreement or any extensions thereof, if in the County Risk Manager or CAP RIVERSIDE's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

I. COMMERCIAL CRIME COVERAGE (FIDELITY BOND)

Prior to any disbursements, the Contractor agrees that its insurer shall forward to CAP RIVERSIDE an assurance that all persons working on behalf of the Contractor are covered by a fidelity bond that shall include coverage or substantial equivalents to Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the maximum agreement. Provision shall be made such that insurer shall notify CAP RIVERSIDE in the event that the bond is canceled or reduced. In either event, CAP RIVERSIDE shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure County of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by CAP RIVERSIDE

J. LICENSES AND PERMITS

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

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

K. INDEPENDENT CONTRACTOR

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

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

L. SUBCONTRACT FOR SERVICES

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

M. USE BY POLITICAL ENTITIES

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

N. ASSIGNMENT

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

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

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

P. INSPECTION OF SERVICE

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

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

1. Require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and
2. Reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure

future performance of the service is in conformity with specifications and requirements of the contract, CAP RIVERSIDE shall have the right to either:

- a. Have the services performed in conformity with the contract specifications and charge to the contractor any cost occasioned to CAP RIVERSIDE that is directly related to the performance of such services. If CAP RIVERSIDE chooses alternative (A), CAP RIVERSIDE may withhold such costs from any amounts still owed to the Contractor under this or any other contractual agreements with CAP RIVERSIDE; or
 - b. Terminate this contract for default as provided in the Termination Clause.
3. If after the first inspection the work is not satisfactory, the Contractor will be charged a re-inspection fee of \$25.00 for the first re-inspection and \$50.00 for each inspection thereafter

Q. CLEAN AIR/WATER ACTS

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

R. DISPUTES

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

S. DEBARMENT AND SUSPENSION

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

T. CERTIFICATION REGARDING DRUG FREE WORKPLACE

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

U. CERTIFICATION REGARDING LOBBYING

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

V. SANCTIONS

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

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of Purchasing and CAP RIVERSIDE; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by CAP RIVERSIDE. CAP RIVERSIDE shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

W. TERMINATION

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

GOVERNING LAW

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

X. MODIFICATION OF TERMS

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this paragraph shall be assessed within 30 days of when the Contractor received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may

receive and act upon any claim, which is asserted by the Contractor at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Y. ENTIRE AGREEMENT

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

CONTRACT PAYMENT REQUEST
CAP FORM # 2076A

Exhibit A

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

FROM:

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

Customer Name _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below

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

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

Unit of Service Payment

_____ (# of Units) x _____ (Unit Price) = \$ _____ (Total)

_____ (# of Units) x _____ (Unit Price) = \$ _____ (Total)

Any questions regarding this request should be directed to:

_____ Name _____ Phone # _____

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

Authorized Signature _____ Title _____ Date _____

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

CAARC
Business Unit (5) _____

530020
Account (6) _____

21050
Fund (5) _____

5200200000
Dept ID (10) _____

Program (5) _____

Class (10) _____

Project/Grant (15) _____

Vendor Code (10) _____

Purchase Order # and line # (10) _____ Invoice # _____

Amount Authorized _____
Comments
if amount authorized is different from amount requested _____

Programs _____ Date _____

Fiscal (Staff) _____ Date _____

Contracts _____ Date _____

Fiscal (Accountant) _____ Date _____

RETURN TO CAP RIVERSIDE, FISCAL DIVISION

COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY
Instructions for Contractor Reimbursement Request

Exhibit B

CONTRACTOR REIMBURSEMENT REQUEST

- From: Business name and address
- "Contract Number" – Funding source (LIHEAP, DOE, SCG)
- "Customer Name:
- "Amount Requested" - Fill in the total amount and billing period you are requesting payment for.
- "Contract Number" - Can be found on the first page of your contract.
- "Payable To" – Business name
- Authorized Signature

EVERYTHING BELOW THE THICK SOLID LINE IS FOR CAP RIVERSIDE USE ONLY.

CONTRACTOR EXPENDITURE REPORT FORM – If Applicable

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

- "Contractor " - Business name
- "Contract Number" - Can be found on the first page of your contract.
- "Report Month" - The billing period you are requesting payment for.
- "Approved Budget Amount" - Current itemized budget amount as approved (or amended) in accordance with the Fiscal Provisions of your executed agreement.
- "Monthly Expenditures" - Itemized expenditures incurred during the billing period.
- "Cumulative Expenditures" - Cumulative expenditures from previous billings plus current expenditures.
- "Unexpended Balance" - Approved budget amount less cumulative expenditures.

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND RELATED MATTERS**

Program: Weatherization

Period: March 1, 2013 through February 28, 2014

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three (3) year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally- or civilly- charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not had, within a three (3) year period preceding this AGREEMENT, one or more public (Federal, State, or local) transactions terminated for cause or default.

Signature	<i>[Handwritten Signature]</i>	Title
		<i>President</i>
Agency/Organization	<i>Reliable ENERGY Mgmt. INC</i>	Date
		<i>3/14/13</i>

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

Exhibit D

CERTIFICATION

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

CONTRACTOR/BIDDER FIRM NAME <i>Reliable ENERGY Mgmt. INC</i>		FEDERAL ID NUMBER <i>95-4517339</i>
BY (Authorized Signature) <i>[Signature]</i>		DATE EXECUTED <i>3/14/13</i>
PRINTED NAME AND TITLE OF PERSON SIGNING <i>RON G GARCIA President</i>		TELEPHONE NUMBER (Include Area Code) <i>(800) 692-4011</i>
TITLE		
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS		

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

FAMILY SUPPORT ADMINISTRATION

Program: Weatherization

Period: March 1, 2013 through February 28, 2014

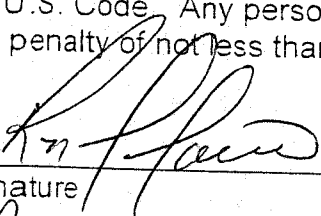
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

 Signature	President Title
Reliable ENERGY Mgmt, INC Agency/Organizations	3/14/13 Date

Attachment A
Southern California
Gas Company
Scope of Work

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

I. SUMMARY

This Program is designed to help low-income residential Customers control their energy costs by providing comprehensive no-cost energy education, energy-efficient weatherization services. DAP Services are directed to income-qualified residential customers who are within the income guidelines established by the CPUC for the CARE Program. The income guidelines are based on 200% of the Federal poverty levels for households of different sizes. All Services performed shall be in conformance with the California Conventional Home and Mobile Home Weatherization Installation Standards, the California Statewide Low Income Energy Efficiency (LIEE) Policy and Procedures Manual, the Southern California Gas Company Supplemental Policy and Procedures, the Uniform Mechanical Code, the Uniform Building Code, and any other applicable Federal, State and City Codes, regulations, or ordinances.

II. CONTRACTOR'S RESPONSIBILITY

The Program consists of the following components, which the Contractor shall be responsible to implement:

A. Program Promotion

The Contractor shall be responsible for promoting the Program by canvassing within CAP Riverside's Service Territory, determining the customers' eligibility for the Program, and soliciting owners to encourage customer's participation.

All promotional ideas, collateral materials and literature must meet CAP Riverside's Design Standards and must be approved by same in writing prior to use. Contractor shall obtain CAP Riverside's written approval of weatherization material prior to their use under the program.

B. Program Personnel

1. Contractor shall pre-screen and qualify employees in accordance with the following standards:
 - a. Contractor shall employ its best efforts to ensure that a minimum of two (2) previous employment reference checks have been completed for Program Personnel.
 - b. Program Personnel shall be screened for use of drugs identified by the Substance Abuse and Mental Health Administration (generally; Canabinoids, Cocaine, Opiates, Phencyclidine, and Amphetamines) or as otherwise requested by CAP Riverside.
 - c. Contractor shall conduct a California Department of Motor Vehicles (DMV) check for all Program Personnel employed for the purpose of providing Program Services. The check shall minimally include proof of valid driver's license and proof of personal insurance. Contractor shall advise Program Personnel that they may be subject to complete a driver's safety training course which may be scheduled by CAP Riverside at no expense to Contractor.
2. Contractor shall provide CAP Riverside with proof of Contractor State License Board (SLB) salesperson registration information of all Contractor outreach personnel or shall provide proof of current CSLB registration exemption.
3. Training: Contractor agrees to utilize only Southern California Gas Company trained outreach personnel to perform outreach services. Training shall include P&P policies including policies related to the initial application processing, certification of eligibility, post-enrollment verification procedures, and installation standards.
4. Management: Contractor shall ensure that all information about the Program provided by Program Personnel to customers is true and accurate. This may include, but is not limited to, ensuring that all Program Personnel are timely informed of changes in Program eligibility requirements that may occur

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

from time to time. Contractor shall develop an early warning, self-evaluation process to identify problems and/or take corrective actions to ensure that policies and procedures are followed and Program goals are met. CAP Riverside or Southern California Gas Company may make unannounced visits during the course of the work to any site where training is being conducted, or where program data or documents are stored.

5. Contractor understands all Program Personnel must wear their issued photo identification badges at all times while conducting Program customer contact activities. Badges should be clearly visible above the waistline at all times.
6. Contractor shall be solely responsible for, and shall pay, reimburse, or replace any and all customer claims, losses, expenses, or liabilities resulting from all acts of Program Personnel.

C. Enrollment Process

1. In-home visits performed by Outreach Workers and measure assessment personnel will consists of the following in accordance with the P&P:
 - a. Income qualification of applicant and/or another Permanent Household Member;
 - b. Assessment of the structure for feasible Measures;
 - c. Providing energy education;
 - d. Providing customer information about Southern California Gas Company Company's other customer assistance program including, but not limited to CARE, Medical Baseline and Level Pay Plan;
 - e. Providing customer assistance in completing the CARE application and submitting it to CAP Riverside on behalf of the customer. The Contractor shall screen customers to minimize the submittal of duplicated applications for current CARE participants.
2. Contractor **shall not provide** Program Services to ineligible customers or dwellings.
3. It is the responsibility of the contractor's outreach staff to instruct DAP applicants in energy efficiency and conservation practices and measures once eligibility has been established. Following the energy education script, the Outreach Specialist presents the information contained in the Energy Education and Resource Guide. The Outreach Specialist's signature on the agreement verifies he/she has provided energy education and a DAP Welcome Letter to the applicant.
4. If the customer is not the Owner, the Contractor shall obtain the Owner's written authorization to perform the work by completing a "Property Owner Authorization" form prior to performing the work. The Contractor shall be responsible for advising the Owner of the scope of work to be performed, the limitations of Program, and of the potential that an inspection of some gas appliances may require the gas service to the appliance or to the entire structure to be shut-off if a hazardous or unsafe condition is identified (which may require additional repairs by the Owner at the Owner's expense) and cannot be repaired under the constraints of the Program.
5. Once the income eligibility/ownership documents have been viewed, copied and/or digitally photocopied and stored, and energy education and assessment have been completed, the Outreach Worker shall advise the customer of the recommended Work to be performed.
6. For dwelling units where a minimum of three gas measures cannot be installed, DAP will allow contractors to combine both gas and electric measures to meet the three measure minimum. Invoicing instructions for combining measures are provided in Schedule A.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

D. Income Calculation Methods

SEE SCHEDULE G

E. Service Eligibility

1. General

- a. In order to qualify a home for DAP services; the following specific criteria must be met:
 - i. The home must receive service from an active SCG account (except vacant units qualified under the 80/20 rule)
 - ii. The active SCG account must have an eligible rate code (as listed below)
 - iii. The home must be a full time residential dwelling
 - iv. The home must have a kitchen with running water, and a bathroom with a sink, toilet, and running water
 - v. All group living facilities must be classified as non-profit and a copy of their 501(c) (3) status must be maintained in the contractor's customer file.

2. Gas Accounts

- a. A gas account that serves a common facility such as a swimming pool, laundry room, recreation room etc, or a small commercial/industrial account which serves non-residential customers is not eligible for DAP services. Contractors are responsible for ensuring that gas accounts are active at the time of qualification. If gas account is not active at the time of installation, contractor must contact CAP Riverside for further instructions. Agreements received with ineligible gas accounts will be returned unpaid.
- b. Eligible Gas Account Rate Codes
 - i. Eligible gas accounts can be identified by the rate code, which is located on the gas bill. Rate codes are listed below:
 - (i) GR, GRL, GME (only if master metered), GS, GSL, GTR, GTRL, GTS, GTSL - Eligible for DAP Services
 - (ii) GME (Only if central living facility also serves as master meter), GN10L, GTNL, GTM - May be eligible for DAP services (requires pre-approval)
 - (iii) GMC, GN10, GTN - Ineligible for DAP services
- c. Master Meter and Central Facility accounts are not the same. Master meter accounts are defined as one meter supplying gas to two or more residential dwelling units. Central facility accounts are defined as one or more meters supplying gas for water heating, space heating, and/or cooking to residential dwelling units, that are also individually metered. There may be instances where one of the dwelling units may be served by the central facility meter. Pre-approval will be required.
- d. When submitting a DMRI request to Southern California Gas for master meter dwellings it is the responsibility of the contractor to submit all master meter account numbers associated with the "building complex" and include the following for each master meter account number:
 - i. Submit a Master Meter Request form to DAP
 - ii. Include only the units that will be weatherized
 - iii. Include the customer's name, address and unit number on the form
 - iv. List each customer separately.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

3. Home Ownership
 - a. In addition to those listed in the P&P, DataQuick® and deeds are accepted as proof of home ownership. DMV registration is accepted for mobile homes registered as vehicles. HCD (Housing and Community Development) registration website may be used to verify mobile home ownership. The printout must include the name of the property owner, the property address, a current registration date, and a registration expiration date. All home ownership documentation must be accurate and current based on the type of documentation provided (ex: mortgage statement is monthly while property tax is every six months).
 - b. A spouse whose name does not appear on property ownership documentation may sign as the property owner if the contractor has verified that the person signing the agreement is married to the person listed on the property ownership document. Verification may include viewing a copy of the marriage certificate or confirming that the customers share the same last name.
 - c. Proof of home ownership documentation must be submitted for all owner occupied homes at time of invoicing for appliances only.
4. Mobile/Manufactured Homes
 - a. The following mobile units are not eligible for services:
 - i. Mobile units used as offices
 - ii. Travel trailers or mobile units that are used for vacations rather than full-time residency
 - iii. Motor homes
 - iv. A travel trailer parked at a home and used as an extra bedroom.
 - v. Mobile homes with less than 320 square feet of floor area.
 - b. A "travel trailer" in a mobile home park that is used as a full time residence may be weatherized only with prior approval from the DAP representative.

F. Weatherization Process

1. **Contractor shall submit completed assessment for review. If approved, CAP Riverside will issue a job work order for measures to be installed.**
2. All Weatherization performed by the Contractor shall be in accordance with the P&P and shall include all feasible measures for which the dwelling qualifies.
3. Contractor shall provide sufficient equipment and personnel to meet the demand for all Weatherization and related appliance work.
4. Under no circumstances shall the Contractor perform Program Services in areas deemed to be potentially hazardous including but not limited to: exposed knob and tube wiring, exposed asbestos insulation or other asbestos materials, or deteriorated wiring due to insulation treated with aluminum sulfate. Upon encountering hazardous conditions, Contractor shall notify the customer and Owner, in writing of such condition (2) and only complete the installation of Measures in areas deemed safe by Contractor. Contractor shall document the hazardous condition(s) on the work order and in the HEAT System.
5. Contractor represents that it has the expertise to identify asbestos.
6. The Contractor shall review the recommendations with the customer and set up an appointment to have recommended Measures installed. The Contractor shall also provide the customer with the name and contact information of the Contractor that will be performing the work.

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

7. The Contractor shall have the customer sign the work order and leave a copy for the customer as an acknowledgement that the Measures have been installed.
8. Contractor shall, at all times during the performance of the Program Services, maintain the customer's premises free from accumulation of waste material or debris and shall remove and dispose of it in accordance with all applicable laws at the Contractor's expense.

G. Natural Gas Appliance Testing (NGAT)

1. NGAT shall be performed on gas appliances in accordance with the P&P.
2. NAGT test within **five (5)** business days of the installation of infiltration measures, unless Contractor has made reasonable attempts but has been unable to gain access to dwelling.
3. When hazardous condition is observed on gas appliance, Contractor shall follow "Hazardous Condition Shut-off Procedure" in accordance with the P&P.
4. Contractor shall not perform a NGAT test in conjunction with the installation of non-infiltration measures.

H. Duct Testing and Sealing

DUCT Testing and Sealing shall be performed in accordance with the P&P and Tile 24.

I. Combustion and Ventilation Air

In the event a contractor installs infiltration measures and/or appliance services, the home is found to have inadequate Combustion and Ventilation Air (CVA) and venting cannot be provided to ensure adequate CVA, CAP shall not paid contractor for such services.

J. Quality Assurance & Inspection

1. Contractor shall develop quality control procedures to ensure high quality workmanship practices in the installation of Program Measures and to ensure quality educational Services have been provided to the customer. CAP Riverside reserves the right, after notification to the Contractor, to modify procedures to ensure effectiveness and quality of the Program.
2. Weatherization installations are inspected according to the appropriate California Conventional and Mobile Home weatherization Installation Standards (WIS) Manual. The purpose of these inspections is to ensure that all installations are completed according to program requirements. Contractor is obligated to make any appropriate corrections regardless of inspection date up to one (1) year after the installation.
3. Contractor shall maintain and forward records of all complaints, inquiries and resolutions to CAP Riverside as they are received and resolved. Contractor shall contact customer within **(24) twenty-four** hours of notification of complaint. In general, all complaints or inquiries shall be resolved with **five (5)** business days.
4. In case of conflict over a complaint or inquiry resolutions, CAP Riverside shall be the sole judge as to the acceptability of the Contractor's resolution efforts.
5. If work does not pass CAP Riverside's verification inspections, CAP Riverside will inform the Contractor in writing. Any correction required as a result of a non-hazardous failed inspection must be made within **five (5)** business days from date of notification. Any correction required as a result of a hazardous deficiency, must be corrected within **(24) twenty-four** hours after oral or written notification from CAP Riverside.

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

6. CAP Riverside, at the expense of Contractor, may complete corrections not completed by Contractor within stated timeframes.
7. If after the first inspection, the work is not satisfactory, the Contractor will be charged a re-inspection fee of \$25.00 for the first re-inspection and \$50.00 for each re-inspection thereafter. If significant error are identified by SCG, CAP Riverside reserves the right to disallow cost of the entire invoice, including but not limited to enrollment fees, etc.
8. **Three (3)** failures within a 12-month period on the part of the Contractor to comply with the 30-day requirement for making corrections may result CAP Riverside revoking its approval of the subcontractor involved, and/or a default under the Agreement.

K. Invoicing & Reporting

1. Contractor shall invoice CAP Riverside for the installed measures and services on weekly schedule during the term of the Agreement. Invoices shall include all documentation to support customer and dwelling eligibility and the amount invoiced.
2. Contractor shall retain copies of all invoices, back-up documentation, invoices, receipts, itemization of approved materials etc. for a minimum of **ten (10)** years and until written authorization by CAP Riverside.

L. Performance Criteria

1. Consistent failure on the part of the Contractor to attain the performance criteria discussed below may result in their removal from the Program.
2. Contractor shall maintain an overall pass rate of 95% on all dwellings and Measures and services inspected. Pass rates are based on number of assigned homes and measures and services billed by Contractor.
3. CAP Riverside's right to audit shall include all sources of income documentation for all customers. Customer Agreements with missing, incomplete, or incorrect income documentation are NOT eligible for Program Services. Contractor understands that it is not authorized to, and shall NOT contact customers to obtain proof of eligibility from the customer after the audit begins, CAP Riverside shall notify Contractor if a customer who has received Services has been found to be ineligible for the Services rendered under the Program and shall provide Contractor documentation used to determine customer's ineligibility. Contractor shall reimburse CAP Riverside within **ten (10)** days of receipt of an invoice from CAP Riverside for all monies paid in ineligible customer Agreements.
4. CAP Riverside reserves the right to observe outreach, assessment, energy education, and installation activities conducted by contractor. Contractor shall provide CAP Riverside with schedules of the above activities upon request.
5. In the event and Outreach Worker error rate, those errors resulting in customer ineligibility, exceeds 3%, the Outreach Worker may lose authorization to perform income eligibility, assessment and energy education activities for this Program.

III. CAP RIVERSIDE'S RESPONSIBILITIES

- A. CAP Riverside shall review assessments and issue work order for measures to be installed.
- B. CAP Riverside shall provide all promotional and Program-related material as reasonable requested by the Contractor. Contractor shall be responsible for managing their inventory of promotional and Program-related material and shall provide CAP Riverside adequate lead-time to restock Contractor's inventory.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

- C. CAP Riverside shall inspect the Program documents and work performed to ensure compliance with Program standards and work performance.
- D. CAP Riverside reserves the right to withhold payment or request refunds from the contractor for any work performed and invoiced, in which the customer is ineligible for Program participation or for any work performed outside the scope of this agreement.

IV. SCHEDULE A

A. WEATHERIZATION INVOICE INSTRUCTIONS

- 1. Weatherization Invoices from Contractors to CAP Riverside shall include the information listed below. Any incomplete invoice received in CAP Riverside's office will be returned to the contractor. Payment will not be processed until the invoice is completed and resubmitted. Invoices shall include the following information:

a. DOCUMENTATION REQUIRED WHEN INCOME QUALIFIED BY SCG

i. Single units (Includes Duplex, Triplex, Fourplex and Mobile Home)

- (i) Customer Agreement
- (ii) Household Income Worksheet
- (iii) Income documentation*
- (iv) Assessment Form
- (v) Work Order
- (vi) NGAT Notice of Condition- When required
- (vii) Duct Testing and Sealing Work Order (when required).
- (viii) CFR-6R(when required (when required)
- (ix) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (x) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).

ii. Multiple units (5 or more units)

- (i) Multiple Property Master Agreement
- (ii) Customer Agreement- For each home receiving program services
- (iii) Household Income Worksheet- For each income qualified household
- (iv) Income documentation- For each income qualified household*
- (v) Assessment Form- For each home receiving program services
- (vi) Work Order- For each home receiving program services
- (vii) NGAT Notice of Condition- When required
- (viii) Duct Testing and Sealing Work Order – When required.
- (ix) CFR-6R – When required.
- (x) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (xi) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).
- (xii) * Not required under Income Qualification Methods 1-4 as stated in SCHEDULE G.

b. DOCUMENTATION REQUIRED WHEN INCOME QUALIFIED BY AN OVERLAPPING IOU

i. Single units (Includes Duplex, Triplex, Fourplex and Mobile Home)

- (i) Customer Agreement
- (ii) Assessment Form
- (iii) Copy of electric IOU Program Application/Agreement*
- (iv) Work Order

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- (v) NGAT Notice of Condition- When required
- (vi) Duct Testing and Sealing Work Order – When required.
- (vii) CFR-6R – When required.
- (viii) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (ix) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).
- (x) Note: The NGAT Information Form is not required to be submitted with the invoice but a copy is to be maintained by the contractor in the customer file.

ii. **Multiple units (5 or more units)**

- (i) Multiple Property Master Agreement
- (ii) Customer Agreement- For each home receiving program services
- (iii) Assessment Form
- (iv) Copy of electric IOU Program Application/Agreement*
- (v) Work Order- For each home receiving program services
- (vi) NGAT Notice of Condition- When required
- (vii) Duct Testing and Sealing Work Order – When required.
- (viii) CFR-6R – When required.
- (ix) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (x) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).
- (xi) Program Application/Agreement for each electric utility is as follows:
 1. SCE - EMA Program Application
 2. PG&E - EPP Certification Form - Income Verification and Customer Commitment
 3. SDG&E - Customer Agreement
 4. Note: The NGAT Information Form is not required to be submitted with the invoice but a copy is to be maintained by the contractor in the customer file.

c. **ADDITIONAL INVOICING REQUIREMENTS FOR VARIOUS SCENARIOS**i. **Combining Gas and Electric Measures to Meet Three Measure Minimum**

- (i) For dwelling units where a minimum of three gas measures cannot be installed, DAP will allow contractors to combine both gas and electric measures to meet the three measure minimum. For cases when electric measures are installed, contractor shall include the following additional documentation with the invoice:
 1. Copy of electric IOU Program Application*
 2. Copy of electric IOU Program Assessment Form, or copy of Installation Work Order for electric measure(s)**
 3. * Program Application/Agreement for each electric utility is as follows:
 - a. SCE - EMA Program Application
 - b. PG&E - EPP Certification Form - Income Verification and Customer Commitment
 - c. SDG&E - Customer Agreement
 - d. ** Copy of Program Assessment Form for each electric utility is as follows:
 - e. SCE - EMA Program Home Assessment Form
 - f. PG&E - EPP Certification Form - Home Assessment Form
 - g. SDG&E - In Home Assessment
 4. If CFL's are used as the combined third measure and are installed at the time of assessment, then a copy of the Installation Work Order is not required as long as the CFL installation information is documented on the Program Assessment Form.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

ii. **CARE Post Enrollment Verified (PEV)**

- (i) A screen print of the "Lead" screen showing the CARE Certified/Verified date within the past 12 months of applicant sign date (see below)
- (ii) A partially completed Household Income Worksheet with the following fields completed:
 1. "60 years of age or older"
 2. "Proof of Disability"
 3. Total household occupants
 4. Name of owner in the *Household Members* section for owner-occupied dwellings.
 5. Note: A copy of the partially completed HIW **does not** need to be provided to the applicant.

iii. **Categorical Eligibility**

- (i) Current proof of a household member on one of the programs listed in SCHEDULE G.

V. **SCHEDULE C**

A. **GAS COMPANY DOCUMENTS, SIGNATURE REQUIREMENTS, TIME LINES AND DOCUMENTATION REQUIREMENTS. *Copies of documents/forms are available upon request and may change accordingly.**

1. **DAP DOCUMENTS**

- a. **Energy Education and Resource Guide** is distributed to each qualified applicant at the time of program enrollment. Outreach Specialist must review the Energy Education and Resource Guide with the applicant at the time the applicant is signed up for the program.
- b. **DAP Welcome Letter** is distributed to each qualified applicant at the time of program enrollment. Outreach Specialist must review the Welcome Letter with the applicant at the time the applicant is signed up for the program.
- c. **Household Income Worksheet (HIW)** is used by Outreach Specialist to record the number of household members and calculate the total household income. Applicant and Outreach Specialist must sign and date the worksheet. It must be completely filled out and attached to the Customer Agreement. NOTE: only the "Total Household Income" amount may be rounded. An HIW is required for all enrollment types except when household has been qualified by other IOU. If other IOU has done the qualification a copy of other IOU's enrollment is required in lieu of the HIW.
- d. **Customer Agreement** is for So Cal Gas single-family or multifamily units. The document must be completely filled out, including the statistical data section. The owner, tenant (if applicable), and Outreach Specialist must sign and date this document.
- e. **Multi Property Agreement** must be signed and dated by the owner or an authorized representative for multiple unit dwellings where owner signature is not provided on the Customer Agreement form. Individual Customer Agreements must be signed by the tenants prior to any work being performed in the units.
- f. **Notice of Unsatisfactory Condition** must be provided to customer when a hazardous condition is discovered on the premises and may not be corrected immediately by the contractor.
- g. **Assessment Form** (or approved contractor assessment form) is used to identify program services which may be feasible to install in the home. All measures that are not being recommended must include a non-feasibility code on the form.

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- h. **Weatherization Work Order** (or approved contractor work order) is used to identify program services installed in the home.
- i. **Duct Testing and Sealing Work Order** form is used to record duct testing and sealing information when performed as a program measure or for Title 24 compliance.
- j. **CF6R** is used to record duct testing and sealing information for furnace replacements that fall under Title 24 duct testing and sealing requirements.
- k. For cases where Contractor uses approved contractor work order and a unit is leveraged with state funds, then documentation submitted with the agreement/invoice will be either:
 - i. The contractor work order form with the measures being billed to DAP clearly highlighted, or
 - ii. The "DAP Work Order" form specifying the measures being billed to DAP and the words "Leveraged" on the customer signature line. The customer does not need to sign the "DAP Work Order" since the customer signature will be on the approved contractor work order form.
- l. For those cases when a unit is not leveraged with state funds, the customer signature is on an approved contractor work order form and the contractor chooses to submit the "DAP Work Order" form with the agreement/invoice, contractor shall include the words "Customer signature on file" on the customer signature line.
- m. A customer signature shall be required after the installation of weatherization measures to ensure they have been completed to the customers' satisfaction. The location of the signature will depend on the form being used by the contractor (approved contractor work order form or "DAP Work Order" form).
- n. Non-feasibility codes shall be included on any submitted "DAP Work Order" for those SoCalGas eligible measures and specific minor home repairs as stated in Section 7.3.1 of the P&P Manual. At this time, contractors using approved work order forms have the option of recording non-feasibility information by either:
 - i. Using SCG non-feasibility codes, or
 - ii. Providing written detail as to why the measure(s) was not installed.

2. DAP Signature Requirements

- a. The applicant and Outreach Specialist must sign and date the Customer Agreement and the Household Income Worksheet where indicated. Payment for Customer Agreements with missing signatures will be disallowed or charged back
- b. An Outreach Specialist's signature verifies that he/she has asked for, reviewed, and documented all household income from all household members. His/her signature also verifies that the applicant has received a DAP Welcome Letter, an Energy Education and Resource Guide, and has received in-home energy education from Outreach Specialist. Additionally, the Outreach Specialist's signature verifies that all customer interaction has been conducted by the DAP certified Outreach Specialist signing the paperwork. The applicant (or authorized representative) must also sign the DAP work order and the DAP Notice of Condition (if issued).
- c. All applicants' signatures must be witnessed if printed, illegible, or an "X" or other mark is used. If printed or illegible signature, one witness is required (Outreach Specialist or installer can be the witness). If an "X" or other mark is used, two witnesses are required (Outreach Specialist can be one witness, and a neutral party must be the other witness). Witnesses must print and sign their full names (initials are not acceptable). All witnesses and applicants must be at least 18 years of age or older.

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- d. Signing an applicant's name or allowing someone other than the applicant to sign applicant's name on any DAP document is considered forgery and will result in immediate de-certification of the individual(s) involved.
 - e. Contractor may obtain via US Mail Multi Property Agreements signed by Legal Property Owner or Legal Property Owner Authorized Representative with the following requirements
 - f. Legal Property Owner or Legal Property Owner Authorized Representative is located outside of Contractor's service territory.
 - g. Contact with Legal Property Owner or Legal Property Owner Authorized Representative is made by a DAP certified Outreach Specialist.
 - h. Acceptable Ownership documentation is provided directly by Legal Property Owner or Legal Property Owner Authorized Representative.
 - i. Outreach Specialist is required to meet with Legal Property Owner or Legal Property Owner Authorized Representative, collect and witness signatures and verify home ownership in person for Legal Property Owner or Legal Property Owner Authorized Representative who live within Contractor's service territory.
3. **Additional requirements**
- a. When a Legal Property Owner is an entity or is not available to sign required DAP forms and Legal Property Owner Authorized Representative will be signing on their behalf, a copy of an acceptable Home Ownership document must be submitted along with any additional documentation that may help establish relationship between owner and representative.
 - i. **Living Trust:**
 - (i) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE: Print the legal owner's name.
 - (ii) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The person named as the trustee signs their name and writes "trustee" over or after their signature.
 - (iii) CAP Riverside is only requiring copies of the page(s) that show the 1) name of the trust and 2) trustees. The entire trust is not required.
 - ii. **Power of Attorney**
 - (i) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE: Print the legal owner's name.
 - (ii) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The person with power of attorney signs their name and writes "POA" over or after their signature.
 - iii. **Management Agreement**
 - (i) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE: Print the legal owner's name.
 - (ii) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The authorized representative of the property management company must sign their name and include the name of the property management company over or after their signature.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

iv. ***Property Owned by a Company or Corporation***

- (i) If the property is owned by a company or corporation, a letter (on company letterhead) stating the person signing the agreement has authority to sign for the company/corporation is required. A business card with the company/corporation name and the name of the person signing the agreement is also acceptable.

4. Timelines

a. Contractor has:

- i. 30 calendar days from lead creation to enrollment date
- ii. 10 calendar days from enrollment to data entry of customer agreement and assessment workflow steps.
- iii. 45 calendar days from enrollment date to data entry of work order measures.
- iv. 14 calendar days from when the Work Order work flow step is closed to submit accurate paperwork.
- v. 14 calendar days to correct and data enter a non-hazardous fail.
- vi. 24 hours to correct and data enter a hazardous fail.
- vii. 45 calendar days from Wx installation date to complete appliance repair.*
- viii. 45 calendar days from DAP approval notification date for appliance replacement.*
- ix. 14 calendar days from date of appliance repair or replacement to data enter results.
- x. * Appliance repair and replacement not addressed within 45 days of Wx installation date or DAP approval notification date may be given to another contractor. Comments need to be added to enrollment if work is "in progress".

b. Notes concerning time lines

- i. Agreements submitted after the specified time line may not be accepted without the approval of the Energy Programs Manager. Additionally, these agreements will have a negative impact on the Time Line KPI.
- ii. The "clock" does not stop or re-set if an agreement is rejected.

VI. SCHEDULE D

A. DAP ADVERTISING/PROMOTION POLICY FOR CONTRACTORS

1. Direct Assistance Program

a. Advertising/Promotion Policy for Contractors

i. Do's

- (i) Contractor shall use DAP issued ID Badge to identify himself or herself to the customer.
- (ii) Contractor should introduce himself or herself as an employee of "XYZ Agency/Company" and provide them with information pertaining to the Direct Assistance Program, jointly sponsored by Southern California Gas Company (The Gas Company®) and Southern California Edison.
- (iii) Contractor can distribute the Energy Education Packet to qualified customers.

ii. Don'ts

- (i) No unauthorized use of The Gas Company name and/or logo is permitted for advertisement or any promotional applications. The Gas Company name and logo are

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

registered trademarks, protected under trademark laws, and all rights are reserved by the trademark owner.

- (ii) Via the 2005 contract, Contractor shall perform DAP Services as an independent contractor and no principal-agent or employer-employee relationship or joint-venture or partnership shall be created with Company.
- (iii) Use of The Gas Company identity on contractor apparel or business cards is strictly prohibited, in order to prevent potential misrepresentation or the perception of implied endorsement.
- (iv) Per section 3.3.3 in the P&P (Other Work), the contractor is prohibited from selling other services to the customer or charging the customer for any other service.
- (v) Per Section 3.2.1 of the P&P (Promotional Guidelines), only promotional materials approved by the Utility Program Manager may be used to promote participation in the LIEE Program. Any uncertainty as to the use of the Southern California Gas Company name and/or logos, including The Gas Company and SoCalGasSM, in any advertisement or promotional application should be directed to the DAP Energy Programs Manager
- (vi) Any unauthorized use of the Southern California Gas Company name, logos and/or trademarks, including The Gas Company® and SoCalGasSM, may lead to the contractor's termination from the Direct Assistance Program and possible legal action.
- (vii) Note that this provision does not preclude the possibility of requiring a co-payment for the installation of one or more measures, if approved by the utility.

VII. SCHEDULE E

A. OUTREACH SPECIALIST DAP ID BADGE POLICY

1. Outreach Specialists who do not have an "active" ID badge will not be permitted to enroll customers for DAP services. This includes Outreach Specialists who have an ID badge status of "expired".
2. Renewals must be submitted to the DAP office no later than two business days prior to expiration date. Renewals that are submitted after this deadline are subject to a \$50 processing fee (charged to the Wx contractor). Outreach Specialists cannot conduct outreach activities without an active DAP ID badge. All agreements/invoices enrolled by an Outreach Specialist with an "expired" ID Badge (at the time of enrollment) will be rejected and not paid.
3. It is the Contractor's responsibility to ensure that their Outreach Specialist's CSLB HISR is current. Contractor shall notify the Company of relevant changes in the status of an Outreach Specialist's HISR.

B. DAP ID Badge Request Process

1. Please follow the process below when requesting a **NEW** DAP ID badge.
 - a. Email Rosie Magana at rmagana@semprautilities.com and Craig Allen at cdallen@semprautilities.com with the following information:
 - i. Legal Name as it appears on a secondary picture ID, or HISR
 - ii. Copy of secondary picture ID or HISR
 - iii. Badge type (Outreach, Installer, ARRP etc)
 - iv. Copy of Specialist Profile Form if one is not already in file
 - v. Class date or picture file if employee has not attended class yet
 - vi. Hire date
2. **RENEWALS AND REPLACEMENT** badge request should follow the process below.
 - a. Email Rosie Magana at rmagana@semprautilities.com and Craig Allen at cdallen@semprautilities.com with the following information:

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- i. Legal Name as it appears on a secondary picture ID, or HISR
- ii. Copy of secondary picture ID or HISR
- iii. Current or Expired DAP ID badge number
- iv. Current and active HISR (if required)
- v. Reason for renewal (renewed HISR, or lost, stolen, damaged, etc)
- vi. Copy of Specialist Profile form if one is not already in file

VIII. SCHEDULE F

A. DUCT TESTING AND SEALING

1. Contractor must be equipped to perform needed duct testing and sealing in accordance with the P&P and Title 24 standards. Contractors shall use the Minneapolis Duct Blaster when performing duct testing.

B. Duct System Fails

1. A duct system that fails the inspection/verification will require the contractor to return to the customer's home and make any necessary corrections to the duct system. All labor or material used during additional visits will be at the contractor's expense.
2. Contractor will be assessed a \$100.00 charge back fee for duct systems that fail inspection/verification. Contractor has the option to contest a fail within fourteen (14) calendar days from the date the inspection results were posted on-line. For these cases, the contractor will be given the opportunity to observe the inspection/verification at the customer's home. Contested fails that are not overturned will result in a second \$100.00 charge back fee assessed to the contractor. Fails that are overturned will result in the contractor receiving a \$100.00 "Duct System Contested Fail - Overturn" fee for compensation.
3. Duct systems that fail inspection/verification two times will result in a meeting with the contractor, inspector/HERS rater and SoCalGas at the customers home to resolve fail and assure duct system meets requirements. Charge back fee of \$100.00 will be assessed to the party (contractor or inspector) at fault and \$100.00 will be credited to the party not at fault.

IX. SCHEDULE G

A. INCOME QUALIFICATION METHODS

1. Methods for Income Qualification

- a. Outreach Specialists shall utilize the most appropriate income qualification method when enrolling customers and the methods are as follows:
 - i. **Self-Certification**
 - ii. **PRIZM Codes**
 - (i) The HEAT System contains demographic/census type information for each account and customer in the form of a PRIZM Code. The CAP Riverside provides the Contractor the ability to use these codes to identify low income customers in specific areas of the service territory and allowing those customers to enroll into the LIEE program by self-certifying their income.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

- (ii) CAP Riverside will accept Self-Certification documentation for accounts having the following PRIZM Codes

46	52	56	60	64
47	53	57	61	65
48	54	58	62	66
49	55	59	63	

- (iii) Contractor is responsible for identifying those dwelling units that meet the criteria using the HEAT System. The PRIZM Code can be found on the "Lead" workflow step before the DMRI is created.

iii. **CARE Post Enrollment Verified (PEV) Accounts**

- (i) Customer accounts showing a "CARE Certified/Verified" date in the HEAT System within the past 12-months of the applicant sign date do not require income documentation/calculations as income verification was done within the past 12-months by another low-income IOU program.

iv. **Income Qualified by An Overlapping IOU**

- (i) Income documentation and calculations are not required for customers income-qualified for an overlapping electric IOU as long as:
1. The electric IOU Program Application/Agreement enrollment date is on or before the SCG DAP enrollment date.
 2. The electric IOU Program Application/Agreement enrollment date is within the past 12-months of the customer's signature on the Customer Agreement (DAP enrollment date)

v. **Categorical Eligibility**

- (i) Per Decision 06-12-038, utilities are authorized to implement Categorical Eligibility (CE).
- (ii) SoCalGas has determined the following Assistance Programs are eligible for CE:
1. TANF
 2. Cal-Works
 3. LIHEAP
 4. WIC
 5. Food Stamps
 6. Medi-Cal
 7. Healthy Families A and B
 8. Current proof of a household member on one of the above programs is required.
 9. See SCHEDULE G for additional requirements on Categorical Eligibility.

vi. **Full Income Documentation**

- (i) Outreach workers and assessors will use Income Calculation method for participants who do not qualify for Self Certification.
- (ii) The Income Calculation method is determined by the income documentation, not the income source (i.e.: "wages" are an income source and there are multiple ways to calculate income based check stub frequency). All check stubs, bank statements, and rental receipts must be dated within two months from customer sign date. If a pay period is not printed on the payroll check stub(s), customer must certify the pay period with a signed and dated statement written on the copy of the payroll check stub(s). Example: "I, John Smith, certify that this check stub covers a pay period of one week".

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- (iii) Original eligibility documents (check stubs, bank statements, award letters, mortgage statements etc) are not to be collected. Only copies of eligibility documents should be collected.
- (iv) The utility will periodically audit income documentation retained by the contractor.

(v) Instructions:

1. Based on household member's income documentation you must first determine their payment frequency and if payment is considered REGULAR. Then you select the formula which you will use to calculate the household member's annual gross income. The number of income documents that must be obtained, may vary depending upon the information on the household members documents.

a. Regular Paycheck Stub

- i. A regular pay check stub must include the following:
- ii. Beginning and ending pay periods (NO CERTIFICATIONS)
- iii. Weekly paycheck stub must represent a minimum of 35 or more hours.
- iv. Bi-weekly and Semi-monthly stubs must represent a minimum of 75 or more hours.
- v. If the number of hours is not displayed, the paycheck stub must have hourly rate and must calculate using the hourly method.
- vi. Paycheck stubs must be dated within one month from sign date.
- vii. If the above criteria are met, income must be calculated using the methodologies below:

HOURLY:

Hourly rate is multiplied by 2080 hours

WEEKLY:

Obtain ONE check stub dated within ONE month from sign date

Multiply gross amount by 52

BI-WEEKLY:

Obtain ONE check stub dated within ONE month from sign date

Multiply by 26

SEMI-MONTHLY:

Obtain ONE check stub dated within ONE month from sign date

Multiply by 24

MONTHLY:

Obtain one check stub dated within two months from sign date

Multiply total gross amount by 12

b. Non Regular Paycheck Stub

- i. When the household member's income documentation does not meet the "REGULAR PAYCHECK STUB criteria, income must be calculated using the methodologies below:

WEEKLY:

Obtain two consecutive check stubs dated within two months from sign date

Add total gross amount

Multiply by 26

BI-WEEKLY:

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Obtain two consecutive check stubs dated within two months from sign date
Add total gross amount
Multiply by 13

SEMI-MONTHLY:

Obtain two consecutive check stubs dated within two months from sign date
Add total gross amount
Multiply by 12

MONTHLY:

Obtain one check stub dated within two months from sign date
Multiply total gross amount by 12

c. State of California Unemployment and/or Disability Benefits:

- i. Obtain one check stub dated within two months from sign date
- ii. Multiply weekly rate by 52

d. Calculating Income When Customer Provides Yearly Documentation (Only Accepted From January 1 – June 30)

- i. Obtain current tax year's filing and any 1099, W-2, Schedule C, etc.
- ii. Use gross income for wages, salaries, and commissions
- iii. Use net profit amount for self employed customers

b. Additional Income Documentation

- i. In addition to the income documentation requirements in Table 2-3 of the Policy and Procedures Manual, the following documentation will also be accepted:
 - (i) Alimony or child support payments- Affidavit from recipient
 - (ii) Disability benefits, foster care payments, unemployment benefits, VA benefits, or specialist's compensation- Bank statement showing direct deposit.
 - (iii) Food stamps- Notice of Action
 - (iv) Pension or 401k payments or withdrawals- Bank statement showing direct deposit
 - (v) Social Security payments- Copy of un-cashed check or current 1099
 - (vi) Bank statements must show source of all deposits
- ii. Affidavits must be hand written (pre-printed forms are not allowed) by the person receiving the income and must include the following:
 - (i) Name of household member receiving income
 - (ii) Contact telephone number
 - (iii) Date affidavit was written
 - (iv) Type of business (Including business name and address)
 - (v) Amount of income
 - (vi) Frequency of income
 - (vii) Printed name and signature of self-employed household member (or employer, if affidavit is for cash employee)
 - (viii) Affidavits documenting cash wages from one employer cannot be used if the employee receives a paycheck stub.
- iii. Although YTD (year to date) is not a calculation method, YTD earnings must be considered when calculating income. For example: If YTD income (from check stub) exceeds the income allowance, customer does not qualify.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

- iv. If income tax returns are used, a copy of the current signed and dated federal income tax filing showing gross annual income, and copies of any 1099's, W-2's, Schedule C's etc are required. Additionally, federal income tax filings and 1099's are only accepted from January 1st through June 30th, and only for the current tax year.
- v. It is the responsibility of the contractor to ensure that only approved income and or ownership documentation is used to determine customer eligibility. In the event that unapproved income, ownership documentation is submitted, payment may be disallowed.

X. SCHEDULE H

A. CATEGORICAL ELIGIBILITY

1. Description

- a. Customers may be eligible to participate in the Low Income Energy Efficiency (LIEE) program (SCG DAP) under Categorical Eligibility. With proof of current participation of a household member, in any one of the following Local, State, or Federal assistance programs the customer is eligible for SCG LIEE enrollment.

Program	Documentation Needed
TANF (AFDC) or Cal-Works	Award letter, Notice of Action or letter from welfare office and/or ID card. Or, with customer's approval, a screen print from the issuing agency showing current benefits or the caseworker will fax information as designated by the customer (to the outreach entity or the utility).
LIHEAP	Proof of direct payment to the utility (from CSD, CBO or line item on monthly bill) or a copy of CSD Energy Intake Form (CSD 43) showing customer has been qualified for LIHEAP services (from CSD or CBO).
WIC	WIC Authorization Folder (WAF) with ID Number. (The Authorization Folder has the date of their scheduled appointments. Customer is not able to receive benefits without the folder or proof of current monthly appointment.)
Food Stamps	Award Letter, Notice of Action or letter of eligibility. Or, with customer's approval, a screen print from the issuing agency showing current benefits or the caseworker will fax information as designated by the customer (to the outreach entity or the utility).
Medi-Cal	Letter of eligibility and/or ID card. Or, with customer's approval, a screen print from the issuing agency showing current benefits or the caseworker will fax information as designated by the customer (to the outreach entity or the utility).
Healthy Families A and B <u>Note:</u> Plan "C" does not qualify for categorical enrollment	Current Welcome Letter and program ID card. The Welcome Letter should have a date of when the program participation began.

B. Policy:

1. Proof of current participation must be the most current document from the issuing agency and must be dated within the previous 12 months.
2. Default to other enrollment method if proof of participation in the program(s) listed above is not the most current or is unavailable.
3. The 10 year rule still applies and assessment of property is still required.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

**2013 Southern California Gas Company #5660025401
Maximum Reimbursement Rates for Weatherization**

SERVICE TYPE		MAXIMUM REIMBURSEMENT	FREQUENCY
Enrollment	Customer is enrolled in ESAP by another Investor Owned Utility (IOU) and no income-documentation is required for SCG enrollment.	\$26.00	One per home
	Customer is not enrolled in ESAP Program by another IOU- Self Certification	\$42.00	
	Customer is enrolled in ESAP through the Full Documentation process	\$46.00	
Assessment	Assessment for all Gas Measures	\$20.00	One per home
HE Clothes Washer Assessment	Assessment for HE Clothes Washer- Complete clothes washer assessment form. Home must have an operational clothes washer and dryer.	\$5.00	One per home
Program Services Declined	Program Services Declined- Document and data entry of customer unwilling or unable to participate.	\$4.00	One per home and only when customer is NOT enrolled
Energy Education	Reimbursement is provided only if contractor is not billing another IOU for the same service. (Standard)	\$15.00	One per home
	Reimbursement for homes where customer is enrolled in ESAP by another IOU at the same time. (Leveraged)	\$7.50	

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

Income Re-Certification	Admin and program support services (includes processing, data entry, back office support and invoicing)	\$20.00	One per home
	Customer is enrolled in ESAP through the Full Documentation process	\$42.00	
	Customer enrolled in ESAP through the Self-Certification/Categorical process	\$26.00	
Admin/Program Support	Admin and program support services (includes processing, data entry, back office support and invoicing)	\$10.00	One per home
	Processing fee (administrative fee for processing enrollment and assessment paperwork)	\$5.00	

WEATHERIZATION FEES	UNIT	MAXIMUM REIMBURSEMENT
Crew Trip Fee - Applies only to work orders enrolled by a different contractor where weatherization services are not feasible.	Per Home- Cannot be charged in conjunction with "Crew Trip Fee" below.	\$67.80
Crew Trip Fee- Applies only to dwellings that received water measures only (Outreach and Installation completed by same contractor)	Per Home- Cannot be charged in conjunction with "Crew Trip Fee" above.	\$33.90

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

WEATHERIZATION MEASURES/SERVICES	UNIT	VARIABLE COSTS	LABOR	MAXIMUM REIMBURSEMENT
Air Conditioner Cover (Window/Wall)	Each			\$35.50
Appliance Closet Door Latch	Each			\$16.25
Appliance Closet Door Weatherstripping-Foam Tape	Each			\$10.75
Appliance Closet Door Weatherstripping – Rigid Gasket	Each			\$43.75
Attic Access Cover	Each			\$29.75
Attic Access New (includes cover)	Each			\$70.00
Attic Access Weatherstripping	Each			\$10
Attic Insulation	Per Sq. Ft.	\$1.06 Per Sq. Ft.		Varies
Attic Insulation - R13 (Knee wall)	Per Sq. Ft.	\$0.62 Per Sq. Ft.		Varies
Caulking- (Maximum of 100' without CAP approval)	Per Lin. Ft.	\$0.37 Per Lin. Ft.		Varies
Combustion and Ventilation Air (CVA)	Each Appliance			\$58.25
Door - 24", 28", 30", 32", & 36", Solid Core	Each			\$101.00
Door - 34" & 42" Solid Core,	Each			\$160.75
Door, Deadbolt	Each			\$33.50
Door- Louvered	Each			\$124.00
Door—Half Lite	Each			\$160.75
Door Handle	Each			\$5.25
Door Hinges, locking pin	Each			\$12.00
Door Hinges, loose pin	Each			\$9.75
Door Hinges, spring	Each			\$16.75
Door jamb stock including caulking	Per Lin. Ft.	\$2.54 Per Lin. Ft.	\$25.42	Varies

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

Door, Lockset	Each			\$33.50
Door, Lockset Brace (1 per door)	Each			\$35.25
Door or window casing including caulking	Per Lin. Ft.	\$0.63 Per Lin. Ft.	\$16.95	Varies
Door Shoe	Each			\$18.50
Door Specialty	Each	Cost + 10%	\$33.90	Varies
Door Stop including caulking	Per Lin. Ft.	\$0.51 Per Lin. Ft.	\$8.48	Varies
Door, Striker plate, regular	Each			\$6.50
Door, Striker plate, safety	Each			\$6.75
Door Sweep	Each			\$18.50
Door Threshold	Each			\$20.50
Double door slide bolt	Each			\$11.25
Dryer Venting - Opening With Vent	Each			\$58.25
Dryer Venting - Vent Only	Each			\$21.25
Duct Repair – in conjunction with attic Insulation	Each			\$20.75
Evaporative Cooler Register Cover	Each			\$35.50
Exhaust Venting (Kitchen/Bath) - Opening With Vent	Each			\$58.25
Exhaust Venting (Kitchen/Bath) - Vent Only	Each			\$21.50
Exhaust Venting Mobile Home (Kitchen)	Each			\$58.25
Faucet Aerator (Kitchen/Bath)	Each			\$6.50
Faucet Aerator Adapter	Each			\$6.50
Flex Connector (done in conjunction with Standing Pilot Retrofit Kit)	Each			\$23.75
Furnace Clean and Tune	Each			\$56.50
Furnace Filter (done in conjunction with Furnace Clean and Tune)	Each			\$10.50

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Glass: D.S. or S.S. including glazing compound. (Per sash)	Per Sq. Ft.	\$2.54 Per Sq. Ft	\$42.38.	Varies
Glass: Specialty	Each	Cost + 10%	\$42.38	Varies
Glass: Tempered or Polycarbonate including glazing compound. (Per sash)	Per Sq. Ft.	\$4.00 Per Sq. Ft.	\$42.38	Varies
Glass Replace-Louvered (jalousie) Windows (Glass panel)	Each			\$10.00
Glazing Compound per window-from corner to corner (At least one entire edge)	Per Window			\$11.00
Hand Held Showerhead	Each			\$34.00
Line Valve (done in conjunction with Standing Pilot Retrofit Kit)	Each			\$23.75
Low Flow Showerhead	Each			\$16.75
Natural Gas Appliance Testing (NGAT) – Leveraging Fee (per home)	Per Home			\$1.00
Natural Gas Appliance Testing (NGAT)- (per home)	Per Home			\$28.50
Roof Mastic (in conjunction with dormer or mushroom vent)	Per Home			\$12.25
Seal FAU Platform (Caulking Around Base)	Each			\$17.00
Showerhead Diverter Valve	Each			\$33.25
Shower Adapter	Each			\$5.25
Silicone Caulking (crack or bb hole)	Each			\$9.75
Standing Pilot Retrofit Kit (Requires C20 License)	Each			\$277.00
Switch & Outlet Gaskets & Covers	Per Home			\$9.00
Thermostatic Shower Valve	Each			\$39.62
Vent Screen	Each			\$9.75
Vent – Eave	Each			\$19.75

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Wall Repair – Utility Penetration	Per Home			\$10.25
Wall Repair (stucco patch or plywood)	Per Home			\$40.50
Wall Repair (tape joint compound, plaster)	Per Home			\$37.75
Water Heater Blanket – Central	Each			\$85.75
Water Heater Blanket– Individual	Each			\$51.00
Water Heater Pipe Insulation	Each			\$19.75
Weatherstripping – Attic Access	Each			\$10.75
Weatherstripping & Caulking-rigid gasket	Each			\$43.75
Weatherstripping- Foam Tape/V-Strip	Each			\$10.75
Window Set Assembly	Each	Cost + 10%	\$50.86	Varies
Duct Testing (includes Admin fee)	Per Appliance			\$133.00
Duct Sealing - 60 minutes or less	Per Appliance		Duct Sealing is limited to one fee per appliance and only if duct system has been sealed.	\$113.00
Duct Sealing - 61-90 minutes	Per Appliance			\$170.00
Duct Sealing - greater than 90 minutes	Per Appliance			\$226.00
Duct Board Installation	Per Appliance			\$61.25

Community Action Partnership of Riverside County

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

MASTER AGREEMENT: CAP-13-019

CONTRACTOR: Ace and Sons Construction, Inc.

CONTRACT TERM: March 26, 2013 through February 28, 2014

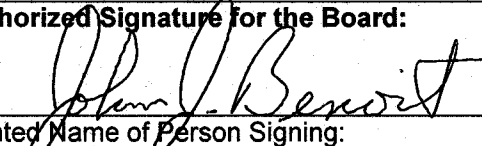
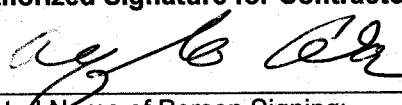
WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP RIVERSIDE, desires to provide home weatherization, for **Southern California Gas Company**;

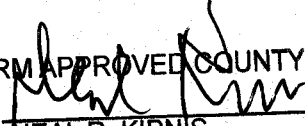
WHEREAS Ace and Sons Construction, Inc. has the expertise, special skills, knowledge and experience to provide these services;

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

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

ATTEST:
 KECIA HARPER-IHEM, Clerk
 BY:  DEPUTY

Authorized Signature for the Board: 	Authorized Signature for Contractor: 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: ALFREDO COLON
Title: Chairman, Board of Supervisors	Title: OWNER
Address: 4080 Lemon Street Riverside, CA 92501	Address: 1710 Palmyrita Avenue, Suite 5 Riverside, CA 92507
Date Signed: MAR 26 2013	Date Signed: 3/18/13

FORM APPROVED COUNTY COUNSEL
 BY:  DATE: 3/12/13
 NEAL R. KIPNIS

MAR 26 2013 3-7

ACE AND SONS CONSTRUCTION, INC.
SOUTHERN CALIFORNIA GAS COMPANY
MASTER WEATHERIZATION AGREEMENT
TERMS AND CONDITIONS

Contents

I. ABBREVIATIONS.....	4
II. CAP RIVERSIDE RESPONSIBILITIES.....	4
III. CONTRACTOR RESPONSIBILITIES	4
IV. FISCAL PROVISIONS.....	4
A. COMPENSATION.....	4
B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS	5
C. FINANCIAL RESOURCES.....	5
D. RECORDS, INSPECTIONS, AND AUDITS	5
E. SUPPLANTATION	6
F. DISALLOWANCE.....	6
G. AVAILABILITY OF FUNDING	6
V. GENERAL PROVISIONS	6
A. EFFECTIVE PERIOD.....	6
B. CONFLICT OF INTEREST.....	6
C. NOTICES	7
D. CONFIDENTIALITY	7
E. CHILD ABUSE REPORTING	7
F. EMPLOYMENT PRACTICES	7
G. HOLD HARMLESS/INDEMNIFICATION	8
H. INSURANCE.....	8
I. COMMERCIAL CRIME COVERAGE (FIDELITY BOND).....	10
J. LICENSES AND PERMITS	10
K. INDEPENDENT CONTRACTOR.....	10
L. SUBCONTRACT FOR SERVICES	11
M. USE BY POLITICAL ENTITIES.....	11
N. ASSIGNMENT	11
O. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES.....	11
P. INSPECTION OF SERVICE.....	11
Q. CLEAN AIR/WATER ACTS.....	12
R. DISPUTES	12
S. DEBARMENT AND SUSPENSION.....	12
T. CERTIFICATION REGARDING DRUG FREE WORKPLACE.....	13
U. CERTIFICATION REGARDING LOBBYING	13
V. SANCTIONS	13
W. TERMINATION	13
X. MODIFICATION OF TERMS.....	13
Y. ENTIRE AGREEMENT	14

LIST OF ATTACHMENTS & EXHIBITS

- Exhibit A – Contractor Payment Request
- Exhibit B – Instructions for Contractor Payment Request
- Exhibit C – Certification Regarding Debarment, Suspension, and Related Matters
- Exhibit D – Certification Regarding Drug Free Workplace
- Exhibit E – Certification Regarding Lobbying
- Attachment A – Scope of Work – Southern California Gas Company

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

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

II. CAP RIVERSIDE RESPONSIBILITIES

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

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall

1. Assign staff to act as liaison to CAP RIVERSIDE
2. Provide a telephone number for service requests and emergency service responses between the hours of 7:00 a.m. to 8:00 p.m. Pacific Standard Time, Monday thru Friday.
3. Ensure response time for emergencies not exceed twenty-four hours, 7:00 a.m. thru 8:00 p.m., Pacific Standard Time, Monday thru Friday.
4. Ensure that they have the skills, experience and knowledge necessary to perform the work agreed to be performed under this Agreement, and that CAP RIVERSIDE relies upon the Contractor's representation about its skills, experience and knowledge to perform the Contractor's work in a competent manner.
5. Perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.
6. Provide and perform in a fully competent manner all services as described and specified in the Scope of Services (Attachment A) attached hereto and incorporated herein by this reference.

IV. FISCAL PROVISIONS

A. COMPENSATION

For the work completed on each dwelling weatherized by the Contractor to CAP Riverside's satisfactory inspection and upon receipt of all required paperwork and invoices, CAP Riverside will compensate the Contractor per unit of service as set forth in the written work order for the dwelling unit. The Contractor's invoice shall include an itemized accounting of all costs. The Contractor will be paid in accordance to the Payment Reimbursement Scheduled included in Attachments A. Any work completed without approval by CAP Riverside is subject to disallowance. Any costs incurred by the Contractor for the replacement of substandard materials and/or work shall be at the Contractor's expense and shall not be charged to CAP Riverside.

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

1. To request payment, the Contractor shall submit the Contractor Payment Request Form (Exhibit A) following the Instructions for Contractor Payment Request (Exhibit B). Supporting documentation such as permits, receipts, labor schedules, documentation to justify job references and job hours, and/or any other relevant information must accompany the Contractor Payment Request. Exhibits A and B are attached hereto and incorporated herein by these references.
2. In order to receive payment in a timely manner, Contractor shall submit invoices to CAP RIVERSIDE within five (5) working days after completion of work.
3. Services will be inspected by CAP RIVERSIDE within ten (10) working days from receipt of invoice.
4. CAP RIVERSIDE shall pay invoice upon release of funds by Southern California Gas Company.
5. All submissions will be received in the CAP RIVERSIDE office, addressed to:

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

C. FINANCIAL RESOURCES

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

D. RECORDS, INSPECTIONS, AND AUDITS

The Contractor is required to maintain auditable books, records, documents, including but not limited to receipts for all materials, job schedules/payroll time records, etc., and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for **ten (10)** years after final payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later. **Contractor must obtain written approval from CAP Riverside before destruction of any records pertaining to this agreement.**

1. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.

3. Should the Contractor disagree with any audit conducted by CAP RIVERSIDE, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP RIVERSIDE a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by CAP RIVERSIDE for such an audit.
4. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CAP RIVERSIDE in conducting such an audit.

E. SUPPLANTATION

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

F. DISALLOWANCE

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

G. AVAILABILITY OF FUNDING

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

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective March 26, 2013 through February 28, 2014. The period of performance shall be up to five (5) years, renewable in one (1) year increments from the date of the award, with no obligation by the County of Riverside to purchase any specified amount of services. The contract extension after the initial year shall be contingent upon prior year performance.

B. CONFLICT OF INTEREST

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

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

C. NOTICES

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

CAP RIVERSIDE:

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

CONTRACTOR:

Ace and Sons Construction, Inc.
1710 Palmyrita Avenue, Suite 5
Riverside, CA 92507
951-274-3903

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

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

E. CHILD ABUSE REPORTING

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

F. EMPLOYMENT PRACTICES

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

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

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

G. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

H. INSURANCE

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

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

2. **Commercial General Liability** insurance coverage, including but not limited to, premises liability, contractual liability, personal and advertising injury which may arise from or out of the Contractor's operations, or the performance of its obligations hereunder. Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured. Policy limits shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
3. **Vehicle Liability Insurance** – If the Contractor's vehicles or licensed mobile equipment are used or "may be used" on the County property, or used or "may be used" in any manner on behalf of the County, then the contractor shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured.
4. **General Insurance Provisions**
 - a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - b. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
 - c. The Contractor shall cause its insurance carrier(s) to furnish CAP RIVERSIDE with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to CAP RIVERSIDE prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless CAP RIVERSIDE receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect.
 - d. It is understood and agreed to by the parties hereto and the insurance companies that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as

primary, and the County's insurance and/or deductibles and/or self-insured retentions, or self-insured programs shall not be construed as contributory.

- e. CAP RIVERSIDE or the County Risk Manager reserves the right to adjust the monetary limits or types of insurance coverages during the term of this Agreement or any extensions thereof, if in the County Risk Manager or CAP RIVERSIDE's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

I. COMMERCIAL CRIME COVERAGE (FIDELITY BOND)

Prior to any disbursements, the Contractor agrees that its insurer shall forward to CAP RIVERSIDE an assurance that all persons working on behalf of the Contractor are covered by a fidelity bond that shall include coverage or substantial equivalents to Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the maximum agreement. Provision shall be made such that insurer shall notify CAP RIVERSIDE in the event that the bond is canceled or reduced. In either event, CAP RIVERSIDE shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure County of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by CAP RIVERSIDE.

J. LICENSES AND PERMITS

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

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

K. INDEPENDENT CONTRACTOR

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

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

L. SUBCONTRACT FOR SERVICES

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

M. USE BY POLITICAL ENTITIES

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

N. ASSIGNMENT

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

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

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

P. INSPECTION OF SERVICE

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

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

1. Require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and
2. Reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure

future performance of the service is in conformity with specifications and requirements of the contract, CAP RIVERSIDE shall have the right to either:

- a. Have the services performed in conformity with the contract specifications and charge to the contractor any cost occasioned to CAP RIVERSIDE that is directly related to the performance of such services. If CAP RIVERSIDE chooses alternative (A), CAP RIVERSIDE may withhold such costs from any amounts still owed to the Contractor under this or any other contractual agreements with CAP RIVERSIDE; or
 - b. Terminate this contract for default as provided in the Termination Clause.
3. If after the first inspection the work is not satisfactory, the Contractor will be charged a re-inspection fee of \$25.00 for the first re-inspection and \$50.00 for each inspection thereafter.

Q. CLEAN AIR/WATER ACTS

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

R. DISPUTES

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

S. DEBARMENT AND SUSPENSION

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

T. CERTIFICATION REGARDING DRUG FREE WORKPLACE

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

U. CERTIFICATION REGARDING LOBBYING

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

V. SANCTIONS

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

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of Purchasing and CAP RIVERSIDE; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by CAP RIVERSIDE. CAP RIVERSIDE shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

W. TERMINATION

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

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

X. MODIFICATION OF TERMS

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this paragraph shall be assessed within 30 days of when the Contractor received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may

receive and act upon any claim, which is asserted by the Contractor at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Y. ENTIRE AGREEMENT

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

CONTRACT PAYMENT REQUEST
CAP FORM # 2076A

Exhibit A

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

FROM:

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

Customer Name _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below

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

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

Unit of Service Payment

_____ (# of Units) x _____ (Unit Price) = \$ _____ (Total)

_____ (# of Units) x _____ (Unit Price) = \$ _____ (Total)

Any questions regarding this request should be directed to:

_____ Name _____ Phone # _____

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

Authorized Signature _____ Title _____ Date _____

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

CAARC
 Business Unit (5) _____

530020
 Account (6) _____

21050
 Fund (5) _____

5200200000
 Dept ID (10) _____

Program (5) _____

Class (10) _____

Project/Grant (15) _____

Vendor Code (10) _____

Purchase Order # and line # (10) _____ Invoice # _____

Amount Authorized _____
 Comments
 if amount authorized is different from amount requested _____

Programs _____ Date _____

Fiscal (Staff) _____ Date _____

Contracts _____ Date _____

Fiscal (Accountant) _____ Date _____

COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY
Instructions for Contractor Reimbursement Request

Exhibit B

CONTRACTOR REIMBURSEMENT REQUEST

- From: Business name and address
- "Contract Number" – Funding source (LIHEAP, DOE, SCG)
- "Customer Name:
- "Amount Requested" - Fill in the total amount and billing period you are requesting payment for.
- "Contract Number" - Can be found on the first page of your contract.
- "Payable To" – Business name
- Authorized Signature

EVERYTHING BELOW THE THICK SOLID LINE IS FOR CAP RIVERSIDE USE ONLY.

CONTRACTOR EXPENDITURE REPORT FORM – If Applicable

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

- "Contractor " - Business name
- "Contract Number" - Can be found on the first page of your contract.
- "Report Month" - The billing period you are requesting payment for.
- "Approved Budget Amount" - Current itemized budget amount as approved (or amended) in accordance with the Fiscal Provisions of your executed agreement.
- "Monthly Expenditures" - Itemized expenditures incurred during the billing period.
- "Cumulative Expenditures" - Cumulative expenditures from previous billings plus current expenditures.
- "Unexpended Balance" - Approved budget amount less cumulative expenditures.

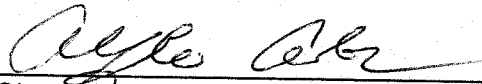

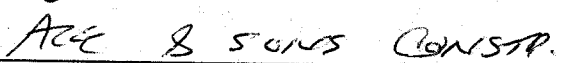

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND RELATED MATTERS**

Program: Weatherization

Period: March 26, 2013 through February 28, 2014

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three (3) year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally- or civilly- charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not had, within a three (3) year period preceding this AGREEMENT, one or more public (Federal, State, or local) transactions terminated for cause or default.

	
Signature	Title
	
Agency/Organization	Date

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

Exhibit D**CERTIFICATION**

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

ACE & SONS CONSTR.		FEDERAL ID NUMBER	52-2224639
BY (Authorized Signature) [Signature]		DATE EXECUTED	3/11/13
PRINTED NAME AND TITLE OF PERSON SIGNING OWNER		TELEPHONE NUMBER (Include Area Code)	(951) 274-3703
TITLE 1710 PARMYRITA AVE #5 RIVERSIDE CA 92507			
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS			

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____^(DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

FAMILY SUPPORT ADMINISTRATION

Program: Weatherization

Period: March 26, 2013 through February 28, 2014

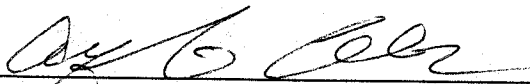
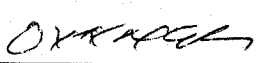
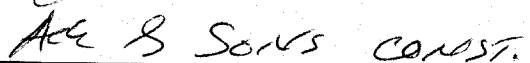
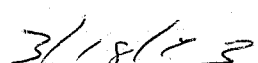
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

	
Signature	Title
	
Agency/Organizations	Date

Attachment A
Southern California
Gas Company
Scope of Work

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

I. SUMMARY

This Program is designed to help low-income residential Customers control their energy costs by providing comprehensive no-cost energy education, energy-efficient weatherization services. DAP Services are directed to income-qualified residential customers who are within the income guidelines established by the CPUC for the CARE Program. The income guidelines are based on 200% of the Federal poverty levels for households of different sizes. All Services performed shall be in conformance with the California Conventional Home and Mobile Home Weatherization Installation Standards, the California Statewide Low Income Energy Efficiency (LIEE) Policy and Procedures Manual, the Southern California Gas Company Supplemental Policy and Procedures, the Uniform Mechanical Code, the Uniform Building Code, and any other applicable Federal, State and City Codes, regulations, or ordinances.

II. CONTRACTOR'S RESPONSIBILITY

The Program consists of the following components, which the Contractor shall be responsible to implement:

A. Program Promotion

The Contractor shall be responsible for promoting the Program by canvassing within CAP Riverside's Service Territory, determining the customers' eligibility for the Program, and soliciting owners to encourage customer's participation.

All promotional ideas, collateral materials and literature must meet CAP Riverside's Design Standards and must be approved by same in writing prior to use. Contractor shall obtain CAP Riverside's written approval of weatherization material prior to their use under the program.

B. Program Personnel

1. Contractor shall pre-screen and qualify employees in accordance with the following standards:
 - a. Contractor shall employ its best efforts to ensure that a minimum of two (2) previous employment reference checks have been completed for Program Personnel.
 - b. Program Personnel shall be screened for use of drugs identified by the Substance Abuse and Mental Health Administration (generally; Canabinoids, Cocaine, Opiates, Phencyclidine, and Amphetamines) or as otherwise requested by CAP Riverside.
 - c. Contractor shall conduct a California Department of Motor Vehicles (DMV) check for all Program Personnel employed for the purpose of providing Program Services. The check shall minimally include proof of valid driver's license and proof of personal insurance. Contractor shall advise Program Personnel that they may be subject to complete a driver's safety training course which may be scheduled by CAP Riverside at no expense to Contractor.
2. Contractor shall provide CAP Riverside with proof of Contractor State License Board (SLB) salesperson registration information of all Contractor outreach personnel or shall provide proof of current CSLB registration exemption.
3. Training: Contractor agrees to utilize only Southern California Gas Company trained outreach personnel to perform outreach services. Training shall include P&P policies including policies related to the initial application processing, certification of eligibility, post-enrollment verification procedures, and installation standards.
4. Management: Contractor shall ensure that all information about the Program provided by Program Personnel to customers is true and accurate. This may include, but is not limited to, ensuring that all Program Personnel are timely informed of changes in Program eligibility requirements that may occur

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

from time to time. Contractor shall develop an early warning, self-evaluation process to identify problems and/or take corrective actions to ensure that policies and procedures are followed and Program goals are met. CAP Riverside or Southern California Gas Company may make unannounced visits during the course of the work to any site where training is being conducted, or where program data or documents are stored.

5. Contractor understands all Program Personnel must wear their issued photo identification badges at all times while conducting Program customer contact activities. Badges should be clearly visible above the waistline at all times.
6. Contractor shall be solely responsible for, and shall pay, reimburse, or replace any and all customer claims, losses, expenses, or liabilities resulting from all acts of Program Personnel.

C. Enrollment Process

1. In-home visits performed by Outreach Workers and measure assessment personnel will consist of the following in accordance with the P&P:
 - a. Income qualification of applicant and/or another Permanent Household Member;
 - b. Assessment of the structure for feasible Measures;
 - c. Providing energy education;
 - d. Providing customer information about Southern California Gas Company's other customer assistance program including, but not limited to CARE, Medical Baseline and Level Pay Plan;
 - e. Providing customer assistance in completing the CARE application and submitting it to CAP Riverside on behalf of the customer. The Contractor shall screen customers to minimize the submittal of duplicated applications for current CARE participants.
2. Contractor **shall not provide** Program Services to ineligible customers or dwellings.
3. It is the responsibility of the contractor's outreach staff to instruct DAP applicants in energy efficiency and conservation practices and measures once eligibility has been established. Following the energy education script, the Outreach Specialist presents the information contained in the Energy Education and Resource Guide. The Outreach Specialist's signature on the agreement verifies he/she has provided energy education and a DAP Welcome Letter to the applicant.
4. If the customer is not the Owner, the Contractor shall obtain the Owner's written authorization to perform the work by completing a "Property Owner Authorization" form prior to performing the work. The Contractor shall be responsible for advising the Owner of the scope of work to be performed, the limitations of Program, and of the potential that an inspection of some gas appliances may require the gas service to the appliance or to the entire structure to be shut-off if a hazardous or unsafe condition is identified (which may require additional repairs by the Owner at the Owner's expense) and cannot be repaired under the constraints of the Program.
5. Once the income eligibility/ownership documents have been viewed, copied and/or digitally photocopied and stored, and energy education and assessment have been completed, the Outreach Worker shall advise the customer of the recommended Work to be performed.
6. For dwelling units where a minimum of three gas measures cannot be installed, DAP will allow contractors to combine both gas and electric measures to meet the three measure minimum. Invoicing instructions for combining measures are provided in Schedule A.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

D. Income Calculation Methods

SEE SCHEDULE G

E. Service Eligibility

1. General

- a. In order to qualify a home for DAP services; the following specific criteria must be met:
- i. The home must receive service from an active SCG account (except vacant units qualified under the 80/20 rule)
 - ii. The active SCG account must have an eligible rate code (as listed below)
 - iii. The home must be a full time residential dwelling
 - iv. The home must have a kitchen with running water, and a bathroom with a sink, toilet, and running water
 - v. All group living facilities must be classified as non-profit and a copy of their 501(c) (3) status must be maintained in the contractor's customer file.

2. Gas Accounts

- a. A gas account that serves a common facility such as a swimming pool, laundry room, recreation room etc, or a small commercial/industrial account which serves non-residential customers is not eligible for DAP services. Contractors are responsible for ensuring that gas accounts are active at the time of qualification. If gas account is not active at the time of installation, contractor must contact CAP Riverside for further instructions. Agreements received with ineligible gas accounts will be returned unpaid.
- b. Eligible Gas Account Rate Codes
- i. Eligible gas accounts can be identified by the rate code, which is located on the gas bill. Rate codes are listed below:
 - (i) GR, GRL, GME (only if master metered), GS, GSL, GTR, GTRL, GTS, GTSL - Eligible for DAP Services
 - (ii) GME (Only if central living facility also serves as master meter), GN10L, GTNL, GTM - May be eligible for DAP services (requires pre-approval)
 - (iii) GMC, GN10, GTN - Ineligible for DAP services
- c. Master Meter and Central Facility accounts are not the same. Master meter accounts are defined as one meter supplying gas to two or more residential dwelling units. Central facility accounts are defined as one or more meters supplying gas for water heating, space heating, and/or cooking to residential dwelling units, that are also individually metered. There may be instances where one of the dwelling units may be served by the central facility meter. Pre-approval will be required.
- d. When submitting a DMRI request to Southern California Gas for master meter dwellings it is the responsibility of the contractor to submit all master meter account numbers associated with the "building complex" and include the following for each master meter account number:
- i. Submit a Master Meter Request form to DAP
 - ii. Include only the units that will be weatherized
 - iii. Include the customer's name, address and unit number on the form
 - iv. List each customer separately.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

3. Home Ownership
 - a. In addition to those listed in the P&P, DataQuick® and deeds are accepted as proof of home ownership. DMV registration is accepted for mobile homes registered as vehicles. HCD (Housing and Community Development) registration website may be used to verify mobile home ownership. The printout must include the name of the property owner, the property address, a current registration date, and a registration expiration date. All home ownership documentation must be accurate and current based on the type of documentation provided (ex: mortgage statement is monthly while property tax is every six months).
 - b. A spouse whose name does not appear on property ownership documentation may sign as the property owner if the contractor has verified that the person signing the agreement is married to the person listed on the property ownership document. Verification may include viewing a copy of the marriage certificate or confirming that the customers share the same last name.
 - c. Proof of home ownership documentation must be submitted for all owner occupied homes at time of invoicing for appliances only.
4. Mobile/Manufactured Homes
 - a. The following mobile units are not eligible for services:
 - i. Mobile units used as offices
 - ii. Travel trailers or mobile units that are used for vacations rather than full-time residency
 - iii. Motor homes
 - iv. A travel trailer parked at a home and used as an extra bedroom.
 - v. Mobile homes with less than 320 square feet of floor area.
 - b. A "travel trailer" in a mobile home park that is used as a full time residence may be weatherized only with prior approval from the DAP representative.

F. Weatherization Process

1. **Contractor shall submit completed assessment for review. If approved, CAP Riverside will issue a job work order for measures to be installed.**
2. All Weatherization performed by the Contractor shall be in accordance with the P&P and shall include all feasible measures for which the dwelling qualifies.
3. Contractor shall provide sufficient equipment and personnel to meet the demand for all Weatherization and related appliance work.
4. Under no circumstances shall the Contractor perform Program Services in areas deemed to be potentially hazardous including but not limited to: exposed knob and tube wiring, exposed asbestos insulation or other asbestos materials, or deteriorated wiring due to insulation treated with aluminum sulfate. Upon encountering hazardous conditions, Contractor shall notify the customer and Owner, in writing of such condition (2) and only complete the installation of Measures in areas deemed safe by Contractor. Contractor shall document the hazardous condition(s) on the work order and in the HEAT System.
5. Contractor represents that it has the expertise to identify asbestos.
6. The Contractor shall review the recommendations with the customer and set up an appointment to have recommended Measures installed. The Contractor shall also provide the customer with the name and contact information of the Contractor that will be performing the work.

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

7. The Contractor shall have the customer sign the work order and leave a copy for the customer as an acknowledgement that the Measures have been installed.
8. Contractor shall, at all times during the performance of the Program Services, maintain the customer's premises free from accumulation of waste material or debris and shall remove and dispose of it in accordance with all applicable laws at the Contractor's expense.

G. Natural Gas Appliance Testing (NGAT)

1. NGAT shall be performed on gas appliances in accordance with the P&P.
2. NAGT test within **five (5)** business days of the installation of infiltration measures, unless Contractor has made reasonable attempts but has been unable to gain access to dwelling.
3. When hazardous condition is observed on gas appliance, Contractor shall follow "Hazardous Condition Shut-off Procedure" in accordance with the P&P.
4. Contractor shall not perform a NGAT test in conjunction with the installation of non-infiltration measures.

H. Duct Testing and Sealing

DUCT Testing and Sealing shall be performed in accordance with the P&P and Tile 24.

I. Combustion and Ventilation Air

In the event a contractor installs infiltration measures and/or appliance services, the home is found to have inadequate Combustion and Ventilation Air (CVA) and venting cannot be provided to ensure adequate CVA, CAP shall not paid contractor for such services.

J. Quality Assurance & Inspection

1. Contractor shall develop quality control procedures to ensure high quality workmanship practices in the installation of Program Measures and to ensure quality educational Services have been provided to the customer. CAP Riverside reserves the right, after notification to the Contractor, to modify procedures to ensure effectiveness and quality of the Program.
2. Weatherization installations are inspected according to the appropriate California Conventional and Mobile Home weatherization Installation Standards (WIS) Manual. The purpose of these inspections is to ensure that all installations are completed according to program requirements. Contractor is obligated to make any appropriate corrections regardless of inspection date up to one (1) year after the installation.
3. Contractor shall maintain and forward records of all complaints, inquiries and resolutions to CAP Riverside as they are received and resolved. Contractor shall contact customer within **(24) twenty-four** hours of notification of complaint. In general, all complaints or inquiries shall be resolved with **five (5)** business days.
4. In case of conflict over a complaint or inquiry resolutions, CAP Riverside shall be the sole judge as to the acceptability of the Contractor's resolution efforts.
5. If work does not pass CAP Riverside's verification inspections, CAP Riverside will inform the Contractor in writing. Any correction required as a result of a non-hazardous failed inspection must be made within **five (5)** business days from date of notification. Any correction required as a result of a hazardous deficiency, must be corrected within **(24) twenty-four** hours after oral or written notification from CAP Riverside.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

Attachment A

6. CAP Riverside, at the expense of Contractor, may complete corrections not completed by Contractor within stated timeframes.
7. If after the first inspection, the work is not satisfactory, the Contractor will be charged a re-inspection fee of \$25.00 for the first re-inspection and \$50.00 for each re-inspection thereafter. If significant error are identified by SCG, CAP Riverside reserves the right to disallow cost of the entire invoice, including but not limited to enrollment fees, etc.
8. **Three (3)** failures within a 12-month period on the part of the Contractor to comply with the 30-day requirement for making corrections may result CAP Riverside revoking its approval of the subcontractor involved, and/or a default under the Agreement.

K. Invoicing & Reporting

1. Contractor shall invoice CAP Riverside for the installed measures and services on weekly schedule during the term of the Agreement. Invoices shall include all documentation to support customer and dwelling eligibility and the amount invoiced.
2. Contractor shall retain copies of all invoices, back-up documentation, invoices, receipts, itemization of approved materials etc. for a minimum of **ten (10)** years and until written authorization by CAP Riverside.

L. Performance Criteria

1. Consistent failure on the part of the Contractor to attain the performance criteria discussed below may result in their removal from the Program.
2. Contractor shall maintain an overall pass rate of 95% on all dwellings and Measures and services inspected. Pass rates are based on number of assigned homes and measures and services billed by Contractor.
3. CAP Riverside's right to audit shall include all sources of income documentation for all customers. Customer Agreements with missing, incomplete, or incorrect income documentation are NOT eligible for Program Services. Contractor understands that it is not authorized to, and shall NOT contact customers to obtain proof of eligibility from the customer after the audit begins, CAP Riverside shall notify Contractor if a customer who has received Services has been found to be ineligible for the Services rendered under the Program and shall provide Contractor documentation used to determine customer's ineligibility. Contractor shall reimburse CAP Riverside within **ten (10)** days of receipt of an invoice from CAP Riverside for all monies paid in ineligible customer Agreements.
4. CAP Riverside reserves the right to observe outreach, assessment, energy education, and installation activities conducted by contractor. Contractor shall provide CAP Riverside with schedules of the above activities upon request.
5. In the event and Outreach Worker error rate, those errors resulting in customer ineligibility, exceeds 3%, the Outreach Worker may lose authorization to perform income eligibility, assessment and energy education activities for this Program.

III. CAP RIVERSIDE'S RESPONSIBILITIES

- A. CAP Riverside shall review assessments and issue work order for measures to be installed.
- B. CAP Riverside shall provide all promotional and Program-related material as reasonable requested by the Contractor. Contractor shall be responsible for managing their inventory of promotional and Program-related material and shall provide CAP Riverside adequate lead-time to restock Contractor's inventory.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

- C. CAP Riverside shall inspect the Program documents and work performed to ensure compliance with Program standards and work performance.
- D. CAP Riverside reserves the right to withhold payment or request refunds from the contractor for any work performed and invoiced, in which the customer is ineligible for Program participation or for any work performed outside the scope of this agreement.

IV. SCHEDULE A

A. WEATHERIZATION INVOICE INSTRUCTIONS

1. Weatherization Invoices from Contractors to CAP Riverside shall include the information listed below. Any incomplete invoice received in CAP Riverside's office will be returned to the contractor. Payment will not be processed until the invoice is completed and resubmitted. Invoices shall include the following information:

a. DOCUMENTATION REQUIRED WHEN INCOME QUALIFIED BY SCG

i. Single units (Includes Duplex, Triplex, Fourplex and Mobile Home)

- (i) Customer Agreement
- (ii) Household Income Worksheet
- (iii) Income documentation*
- (iv) Assessment Form
- (v) Work Order
- (vi) NGAT Notice of Condition- When required
- (vii) Duct Testing and Sealing Work Order (when required).
- (viii) CFR-6R(when required (when required)
- (ix) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (x) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).

ii. Multiple units (5 or more units)

- (i) Multiple Property Master Agreement
- (ii) Customer Agreement- For each home receiving program services
- (iii) Household Income Worksheet- For each income qualified household
- (iv) Income documentation- For each income qualified household*
- (v) Assessment Form- For each home receiving program services
- (vi) Work Order- For each home receiving program services
- (vii) NGAT Notice of Condition- When required
- (viii) Duct Testing and Sealing Work Order – When required.
- (ix) CFR-6R – When required.
- (x) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (xi) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).
- (xii) * Not required under Income Qualification Methods 1-4 as stated in SCHEDULE G.

b. DOCUMENTATION REQUIRED WHEN INCOME QUALIFIED BY AN OVERLAPPING IOU

i. Single units (Includes Duplex, Triplex, Fourplex and Mobile Home)

- (i) Customer Agreement
- (ii) Assessment Form
- (iii) Copy of electric IOU Program Application/Agreement*
- (iv) Work Order

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- (v) NGAT Notice of Condition- When required
- (vi) Duct Testing and Sealing Work Order – When required.
- (vii) CFR-6R – When required.
- (viii) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (ix) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).
- (x) Note: The NGAT Information Form is not required to be submitted with the invoice but a copy is to be maintained by the contractor in the customer file.

ii. **Multiple units (5 or more units)**

- (i) Multiple Property Master Agreement
- (ii) Customer Agreement- For each home receiving program services
- (iii) Assessment Form
- (iv) Copy of electric IOU Program Application/Agreement*
- (v) Work Order- For each home receiving program services
- (vi) NGAT Notice of Condition- When required
- (vii) Duct Testing and Sealing Work Order – When required.
- (viii) CFR-6R – When required.
- (ix) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (x) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).
- (xi) Program Application/Agreement for each electric utility is as follows:
 1. SCE - EMA Program Application
 2. PG&E - EPP Certification Form - Income Verification and Customer Commitment
 3. SDG&E - Customer Agreement
 4. Note: The NGAT Information Form is not required to be submitted with the invoice but a copy is to be maintained by the contractor in the customer file.

c. **ADDITIONAL INVOICING REQUIREMENTS FOR VARIOUS SCENARIOS**i. **Combining Gas and Electric Measures to Meet Three Measure Minimum**

- (i) For dwelling units where a minimum of three gas measures cannot be installed, DAP will allow contractors to combine both gas and electric measures to meet the three measure minimum. For cases when electric measures are installed, contractor shall include the following additional documentation with the invoice:
 1. Copy of electric IOU Program Application*
 2. Copy of electric IOU Program Assessment Form, or copy of Installation Work Order for electric measure(s)**
 3. * Program Application/Agreement for each electric utility is as follows:
 - a. SCE - EMA Program Application
 - b. PG&E - EPP Certification Form - Income Verification and Customer Commitment
 - c. SDG&E - Customer Agreement
 - d. ** Copy of Program Assessment Form for each electric utility is as follows:
 - e. SCE - EMA Program Home Assessment Form
 - f. PG&E - EPP Certification Form - Home Assessment Form
 - g. SDG&E - In Home Assessment
 4. If CFL's are used as the combined third measure and are installed at the time of assessment, then a copy of the Installation Work Order is not required as long as the CFL installation information is documented on the Program Assessment Form.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

- ii. **CARE Post Enrollment Verified (PEV)**
 - (i) A screen print of the "Lead" screen showing the CARE Certified/Verified date within the past 12 months of applicant sign date (see below)
 - (ii) A partially completed Household Income Worksheet with the following fields completed:
 - 1. "60 years of age or older"
 - 2. "Proof of Disability"
 - 3. Total household occupants
 - 4. Name of owner in the *Household Members* section for owner-occupied dwellings.
 - 5. Note: A copy of the partially completed HIW **does not** need to be provided to the applicant.
- iii. **Categorical Eligibility**
 - (i) Current proof of a household member on one of the programs listed in SCHEDULE G.

V. SCHEDULE C

A. GAS COMPANY DOCUMENTS, SIGNATURE REQUIREMENTS, TIME LINES AND DOCUMENTATION REQUIREMENTS. *Copies of documents/forms are available upon request and may change accordingly.

1. DAP DOCUMENTS

- a. **Energy Education and Resource Guide** is distributed to each qualified applicant at the time of program enrollment. Outreach Specialist must review the Energy Education and Resource Guide with the applicant at the time the applicant is signed up for the program.
- b. **DAP Welcome Letter** is distributed to each qualified applicant at the time of program enrollment. Outreach Specialist must review the Welcome Letter with the applicant at the time the applicant is signed up for the program.
- c. **Household Income Worksheet (HIW)** is used by Outreach Specialist to record the number of household members and calculate the total household income. Applicant and Outreach Specialist must sign and date the worksheet. It must be completely filled out and attached to the Customer Agreement. NOTE: only the "Total Household Income" amount may be rounded. An HIW is required for all enrollment types except when household has been qualified by other IOU. If other IOU has done the qualification a copy of other IOU's enrollment is required in lieu of the HIW.
- d. **Customer Agreement** is for So Cal Gas single-family or multifamily units. The document must be completely filled out, including the statistical data section. The owner, tenant (if applicable), and Outreach Specialist must sign and date this document.
- e. **Multi Property Agreement** must be signed and dated by the owner or an authorized representative for multiple unit dwellings where owner signature is not provided on the Customer Agreement form. Individual Customer Agreements must be signed by the tenants prior to any work being performed in the units.
- f. **Notice of Unsatisfactory Condition** must be provided to customer when a hazardous condition is discovered on the premises and may not be corrected immediately by the contractor.
- g. **Assessment Form** (or approved contractor assessment form) is used to identify program services which may be feasible to install in the home. All measures that are not being recommended must include a non-feasibility code on the form.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

- h. **Weatherization Work Order** (or approved contractor work order) is used to identify program services installed in the home.
- i. **Duct Testing and Sealing Work Order** form is used to record duct testing and sealing information when performed as a program measure or for Title 24 compliance.
- j. **CF6R** is used to record duct testing and sealing information for furnace replacements that fall under Title 24 duct testing and sealing requirements.
- k. For cases where Contractor uses approved contractor work order and a unit is leveraged with state funds, then documentation submitted with the agreement/invoice will be either:
 - i. The contractor work order form with the measures being billed to DAP clearly highlighted, or
 - ii. The "DAP Work Order" form specifying the measures being billed to DAP and the words "Leveraged" on the customer signature line. The customer does not need to sign the "DAP Work Order" since the customer signature will be on the approved contractor work order form.
- l. For those cases when a unit is not leveraged with state funds, the customer signature is on an approved contractor work order form and the contractor chooses to submit the "DAP Work Order" form with the agreement/invoice, contractor shall include the words "Customer signature on file" on the customer signature line.
- m. A customer signature shall be required after the installation of weatherization measures to ensure they have been completed to the customers' satisfaction. The location of the signature will depend on the form being used by the contractor (approved contractor work order form or "DAP Work Order" form).
- n. Non-feasibility codes shall be included on any submitted "DAP Work Order" for those SoCalGas eligible measures and specific minor home repairs as stated in Section 7.3.1 of the P&P Manual. At this time, contractors using approved work order forms have the option of recording non-feasibility information by either:
 - i. Using SCG non-feasibility codes, or
 - ii. Providing written detail as to why the measure(s) was not installed.

2. **DAP Signature Requirements**

- a. The applicant and Outreach Specialist must sign and date the Customer Agreement and the Household Income Worksheet where indicated. Payment for Customer Agreements with missing signatures will be disallowed or charged back
- b. An Outreach Specialist's signature verifies that he/she has asked for, reviewed, and documented all household income from all household members. His/her signature also verifies that the applicant has received a DAP Welcome Letter, an Energy Education and Resource Guide, and has received in-home energy education from Outreach Specialist. Additionally, the Outreach Specialist's signature verifies that all customer interaction has been conducted by the DAP certified Outreach Specialist signing the paperwork. The applicant (or authorized representative) must also sign the DAP work order and the DAP Notice of Condition (if issued).
- c. All applicants' signatures must be witnessed if printed, illegible, or an "X" or other mark is used. If printed or illegible signature, one witness is required (Outreach Specialist or installer can be the witness). If an "X" or other mark is used, two witnesses are required (Outreach Specialist can be one witness, and a neutral party must be the other witness). Witnesses must print and sign their full names (initials are not acceptable). All witnesses and applicants must be at least 18 years of age or older.

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- d. Signing an applicant's name or allowing someone other than the applicant to sign applicant's name on any DAP document is considered forgery and will result in immediate de-certification of the individual(s) involved.
- e. Contractor may obtain via US Mail Multi Property Agreements signed by Legal Property Owner or Legal Property Owner Authorized Representative with the following requirements
- f. Legal Property Owner or Legal Property Owner Authorized Representative is located outside of Contractor's service territory.
- g. Contact with Legal Property Owner or Legal Property Owner Authorized Representative is made by a DAP certified Outreach Specialist.
- h. Acceptable Ownership documentation is provided directly by Legal Property Owner or Legal Property Owner Authorized Representative.
- i. Outreach Specialist is required to meet with Legal Property Owner or Legal Property Owner Authorized Representative, collect and witness signatures and verify home ownership in person for Legal Property Owner or Legal Property Owner Authorized Representative who live within Contractor's service territory.

3. **Additional requirements**

- a. When a Legal Property Owner is an entity or is not available to sign required DAP forms and Legal Property Owner Authorized Representative will be signing on their behalf, a copy of an acceptable Home Ownership document must be submitted along with any additional documentation that may help establish relationship between owner and representative.

i. **Living Trust:**

- (i) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE: Print the legal owner's name.
- (ii) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The person named as the trustee signs their name and writes "trustee" over or after their signature.
- (iii) CAP Riverside is only requiring copies of the page(s) that show the 1) name of the trust and 2) trustees. The entire trust is not required.

ii. **Power of Attorney**

- (i) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE: Print the legal owner's name.
- (ii) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The person with power of attorney signs their name and writes "POA" over or after their signature.

iii. **Management Agreement**

- (i) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE: Print the legal owner's name.
- (ii) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The authorized representative of the property management company must sign their name and include the name of the property management company over or after their signature.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

iv. Property Owned by a Company or Corporation

- (i) If the property is owned by a company or corporation, a letter (on company letterhead) stating the person signing the agreement has authority to sign for the company/corporation is required. A business card with the company/corporation name and the name of the person signing the agreement is also acceptable.

4. Timelines

a. Contractor has:

- i. 30 calendar days from lead creation to enrollment date
- ii. 10 calendar days from enrollment to data entry of customer agreement and assessment workflow steps.
- iii. 45 calendar days from enrollment date to data entry of work order measures.
- iv. 14 calendar days from when the Work Order work flow step is closed to submit accurate paperwork.
- v. 14 calendar days to correct and data enter a non-hazardous fail.
- vi. 24 hours to correct and data enter a hazardous fail.
- vii. 45 calendar days from Wx installation date to complete appliance repair.*
- viii. 45 calendar days from DAP approval notification date for appliance replacement.*
- ix. 14 calendar days from date of appliance repair or replacement to data enter results.
- x. * Appliance repair and replacement not addressed within 45 days of Wx installation date or DAP approval notification date may be given to another contractor. Comments need to be added to enrollment if work is "in progress".

b. Notes concerning time lines

- i. Agreements submitted after the specified time line may not be accepted without the approval of the Energy Programs Manager. Additionally, these agreements will have a negative impact on the Time Line KPI.
- ii. The "clock" does not stop or re-set if an agreement is rejected.

VI. SCHEDULE D

A. DAP ADVERTISING/PROMOTION POLICY FOR CONTRACTORS

1. Direct Assistance Program

a. Advertising/Promotion Policy for Contractors

i. Do's

- (i) Contractor shall use DAP issued ID Badge to identify himself or herself to the customer.
- (ii) Contractor should introduce himself or herself as an employee of "XYZ Agency/Company" and provide them with information pertaining to the Direct Assistance Program, jointly sponsored by Southern California Gas Company (The Gas Company®) and Southern California Edison.
- (iii) Contractor can distribute the Energy Education Packet to qualified customers.

ii. Don'ts

- (i) No unauthorized use of The Gas Company name and/or logo is permitted for advertisement or any promotional applications. The Gas Company name and logo are

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

registered trademarks, protected under trademark laws, and all rights are reserved by the trademark owner.

- (ii) Via the 2005 contract, Contractor shall perform DAP Services as an independent contractor and no principal-agent or employer-employee relationship or joint-venture or partnership shall be created with Company.
- (iii) Use of The Gas Company identity on contractor apparel or business cards is strictly prohibited, in order to prevent potential misrepresentation or the perception of implied endorsement.
- (iv) Per section 3.3.3 in the P&P (Other Work), the contractor is prohibited from selling other services to the customer or charging the customer for any other service.
- (v) Per Section 3.2.1 of the P&P (Promotional Guidelines), only promotional materials approved by the Utility Program Manager may be used to promote participation in the LIEE Program. Any uncertainty as to the use of the Southern California Gas Company name and/or logos, including The Gas Company and SoCalGasSM, in any advertisement or promotional application should be directed to the DAP Energy Programs Manager
- (vi) Any unauthorized use of the Southern California Gas Company name, logos and/or trademarks, including The Gas Company® and SoCalGasSM, may lead to the contractor's termination from the Direct Assistance Program and possible legal action.
- (vii) Note that this provision does not preclude the possibility of requiring a co-payment for the installation of one or more measures, if approved by the utility.

VII. SCHEDULE E

A. OUTREACH SPECIALIST DAP ID BADGE POLICY

1. Outreach Specialists who do not have an "active" ID badge will not be permitted to enroll customers for DAP services. This includes Outreach Specialists who have an ID badge status of "expired".
2. Renewals must be submitted to the DAP office no later than two business days prior to expiration date. Renewals that are submitted after this deadline are subject to a \$50 processing fee (charged to the Wx contractor). Outreach Specialists cannot conduct outreach activities without an active DAP ID badge. All agreements/invoices enrolled by an Outreach Specialist with an "expired" ID Badge (at the time of enrollment) will be rejected and not paid.
3. It is the Contractor's responsibility to ensure that their Outreach Specialist's CSLB HISR is current. Contractor shall notify the Company of relevant changes in the status of an Outreach Specialist's HISR.

B. DAP ID Badge Request Process

1. Please follow the process below when requesting a **NEW** DAP ID badge.
 - a. Email Rosie Magana at rmagana@semprautilities.com and Craig Allen at cdallen@semprautilities.com with the following information:
 - i. Legal Name as it appears on a secondary picture ID, or HISR
 - ii. Copy of secondary picture ID or HISR
 - iii. Badge type (Outreach, Installer, ARRP etc)
 - iv. Copy of Specialist Profile Form if one is not already in file
 - v. Class date or picture file if employee has not attended class yet
 - vi. Hire date
2. **RENEWALS AND REPLACEMENT** badge request should follow the process below.
 - a. Email Rosie Magana at rmagana@semprautilities.com and Craig Allen at cdallen@semprautilities.com with the following information:

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

- i. Legal Name as it appears on a secondary picture ID, or HISR
- ii. Copy of secondary picture ID or HISR
- iii. Current or Expired DAP ID badge number
- iv. Current and active HISR (if required)
- v. Reason for renewal (renewed HISR, or lost, stolen, damaged, etc)
- vi. Copy of Specialist Profile form if one is not already in file

VIII. SCHEDULE F

A. DUCT TESTING AND SEALING

1. Contractor must be equipped to perform needed duct testing and sealing in accordance with the P&P and Title 24 standards. Contractors shall use the Minneapolis Duct Blaster when performing duct testing.

B. Duct System Fails

1. A duct system that fails the inspection/verification will require the contractor to return to the customer's home and make any necessary corrections to the duct system. All labor or material used during additional visits will be at the contractor's expense.
2. Contractor will be assessed a \$100.00 charge back fee for duct systems that fail inspection/verification. Contractor has the option to contest a fail within fourteen (14) calendar days from the date the inspection results were posted on-line. For these cases, the contractor will be given the opportunity to observe the inspection/verification at the customer's home. Contested fails that are not overturned will result in a second \$100.00 charge back fee assessed to the contractor. Fails that are overturned will result in the contractor receiving a \$100.00 "Duct System Contested Fail - Overturn" fee for compensation.
3. Duct systems that fail inspection/verification two times will result in a meeting with the contractor, inspector/HERS rater and SoCalGas at the customers home to resolve fail and assure duct system meets requirements. Charge back fee of \$100.00 will be assessed to the party (contractor or inspector) at fault and \$100.00 will be credited to the party not at fault.

IX. SCHEDULE G

A. INCOME QUALIFICATION METHODS

1. Methods for Income Qualification

- a. Outreach Specialists shall utilize the most appropriate income qualification method when enrolling customers and the methods are as follows:
 - i. **Self-Certification**
 - ii. **PRIZM Codes**
 - (i) The HEAT System contains demographic/census type information for each account and customer in the form of a PRIZM Code. The CAP Riverside provides the Contractor the ability to use these codes to identify low income customers in specific areas of the service territory and allowing those customers to enroll into the LIEE program by self-certifying their income.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

- (ii) CAP Riverside will accept Self-Certification documentation for accounts having the following PRIZM Codes

46	52	56	60	64
47	53	57	61	65
48	54	58	62	66
49	55	59	63	

- (iii) Contractor is responsible for identifying those dwelling units that meet the criteria using the HEAT System. The PRIZM Code can be found on the "Lead" workflow step before the DMRI is created.

iii. **CARE Post Enrollment Verified (PEV) Accounts**

- (i) Customer accounts showing a "CARE Certified/Verified" date in the HEAT System within the past 12-months of the applicant sign date do not require income documentation/calculations as income verification was done within the past 12-months by another low-income IOU program.

iv. **Income Qualified by An Overlapping IOU**

- (i) Income documentation and calculations are not required for customers income-qualified for an overlapping electric IOU as long as:
1. The electric IOU Program Application/Agreement enrollment date is on or before the SCG DAP enrollment date.
 2. The electric IOU Program Application/Agreement enrollment date is within the past 12-months of the customer's signature on the Customer Agreement (DAP enrollment date)

v. **Categorical Eligibility**

- (i) Per Decision 06-12-038, utilities are authorized to implement Categorical Eligibility (CE).
(ii) SoCalGas has determined the following Assistance Programs are eligible for CE:
1. TANF
 2. Cal-Works
 3. LIHEAP
 4. WIC
 5. Food Stamps
 6. Medi-Cal
 7. Healthy Families A and B
 8. Current proof of a household member on one of the above programs is required.
 9. See SCHEDULE G for additional requirements on Categorical Eligibility.

vi. **Full Income Documentation**

- (i) Outreach workers and assessors will use Income Calculation method for participants who do not qualify for Self Certification.
(ii) The Income Calculation method is determined by the income documentation, not the income source (i.e.: "wages" are an income source and there are multiple ways to calculate income based check stub frequency). All check stubs, bank statements, and rental receipts must be dated within two months from customer sign date. If a pay period is not printed on the payroll check stub(s), customer must certify the pay period with a signed and dated statement written on the copy of the payroll check stub(s). Example: "I, John Smith, certify that this check stub covers a pay period of one week".

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- (iii) Original eligibility documents (check stubs, bank statements, award letters, mortgage statements etc) are not to be collected. Only copies of eligibility documents should be collected.
- (iv) The utility will periodically audit income documentation retained by the contractor.

(v) Instructions:

1. Based on household member's income documentation you must first determine their payment frequency and if payment is considered REGULAR. Then you select the formula which you will use to calculate the household member's annual gross income. The number of income documents that must be obtained, may vary depending upon the information on the household members documents.

a. Regular Paycheck Stub

- i. A regular pay check stub must include the following:
- ii. Beginning and ending pay periods (NO CERTIFICATIONS)
- iii. Weekly paycheck stub must represent a minimum of 35 or more hours.
- iv. Bi-weekly and Semi-monthly stubs must represent a minimum of 75 or more hours.
- v. If the number of hours is not displayed, the paycheck stub must have hourly rate and must calculate using the hourly method.
- vi. Paycheck stubs must be dated within one month from sign date.
- vii. If the above criteria are met, income must be calculated using the methodologies below:

HOURLY:

Hourly rate is multiplied by 2080 hours

WEEKLY:Obtain ONE check stub dated within ONE month from sign date
Multiply gross amount by 52BI-WEEKLY:Obtain ONE check stub dated within ONE month from sign date
Multiply by 26SEMI-MONTHLY:Obtain ONE check stub dated within ONE month from sign date
Multiply by 24MONTHLY:Obtain one check stub dated within two months from sign date
Multiply total gross amount by 12b. Non Regular Paycheck Stub

- i. When the household member's income documentation does not meet the "REGULAR PAYCHECK STUB" criteria, income must be calculated using the methodologies below:

WEEKLY:Obtain two consecutive check stubs dated within two months from sign date
Add total gross amount
Multiply by 26BI-WEEKLY:

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Obtain two consecutive check stubs dated within two months from sign date
Add total gross amount
Multiply by 13

SEMI-MONTHLY:

Obtain two consecutive check stubs dated within two months from sign date
Add total gross amount
Multiply by 12

MONTHLY:

Obtain one check stub dated within two months from sign date
Multiply total gross amount by 12

c. State of California Unemployment and/or Disability Benefits:

- i. Obtain one check stub dated within two months from sign date
- ii. Multiply weekly rate by 52

d. Calculating Income When Customer Provides Yearly Documentation (Only Accepted From January 1 – June 30)

- i. Obtain current tax year's filing and any 1099, W-2, Schedule C, etc.
- ii. Use gross income for wages, salaries, and commissions
- iii. Use net profit amount for self employed customers

b. Additional Income Documentation

- i. In addition to the income documentation requirements in Table 2-3 of the Policy and Procedures Manual, the following documentation will also be accepted:
 - (i) Alimony or child support payments- Affidavit from recipient
 - (ii) Disability benefits, foster care payments, unemployment benefits, VA benefits, or specialist's compensation- Bank statement showing direct deposit.
 - (iii) Food stamps- Notice of Action
 - (iv) Pension or 401k payments or withdrawals- Bank statement showing direct deposit
 - (v) Social Security payments- Copy of un-cashed check or current 1099
 - (vi) Bank statements must show source of all deposits
- ii. Affidavits must be hand written (pre-printed forms are not allowed) by the person receiving the income and must include the following:
 - (i) Name of household member receiving income
 - (ii) Contact telephone number
 - (iii) Date affidavit was written
 - (iv) Type of business (Including business name and address)
 - (v) Amount of income
 - (vi) Frequency of income
 - (vii) Printed name and signature of self-employed household member (or employer, if affidavit is for cash employee)
 - (viii) Affidavits documenting cash wages from one employer cannot be used if the employee receives a paycheck stub.
- iii. Although YTD (year to date) is not a calculation method, YTD earnings must be considered when calculating income. For example: If YTD income (from check stub) exceeds the income allowance, customer does not qualify.

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- iv. If income tax returns are used, a copy of the current signed and dated federal income tax filing showing gross annual income, and copies of any 1099's, W-2's, Schedule C's etc are required. Additionally, federal income tax filings and 1099's are only accepted from January 1st through June 30th, and only for the current tax year.
- v. It is the responsibility of the contractor to ensure that only approved income and or ownership documentation is used to determine customer eligibility. In the event that unapproved income, ownership documentation is submitted, payment may be disallowed.

X. SCHEDULE H

A. CATEGORICAL ELIGIBILITY

1. Description

- a. Customers may be eligible to participate in the Low Income Energy Efficiency (LIEE) program (SCG DAP) under Categorical Eligibility. With proof of current participation of a household member, in any one of the following Local, State, or Federal assistance programs the customer is eligible for SCG LIEE enrollment.

Program	Documentation Needed
TANF (AFDC) or Cal-Works	Award letter, Notice of Action or letter from welfare office and/or ID card. Or, with customer's approval, a screen print from the issuing agency showing current benefits or the caseworker will fax information as designated by the customer (to the outreach entity or the utility).
LIHEAP	Proof of direct payment to the utility (from CSD, CBO or line item on monthly bill) or a copy of CSD Energy Intake Form (CSD 43) showing customer has been qualified for LIHEAP services (from CSD or CBO).
WIC	WIC Authorization Folder (WAF) with ID Number. (The Authorization Folder has the date of their scheduled appointments. Customer is not able to receive benefits without the folder or proof of current monthly appointment.)
Food Stamps	Award Letter, Notice of Action or letter of eligibility. Or, with customer's approval, a screen print from the issuing agency showing current benefits or the caseworker will fax information as designated by the customer (to the outreach entity or the utility).
Medi-Cal	Letter of eligibility and/or ID card. Or, with customer's approval, a screen print from the issuing agency showing current benefits or the caseworker will fax information as designated by the customer (to the outreach entity or the utility).
Healthy Families A and B <u>Note:</u> Plan "C" does not qualify for categorical enrollment	Current Welcome Letter and program ID card. The Welcome Letter should have a date of when the program participation began.

B. Policy:

1. Proof of current participation must be the most current document from the issuing agency and must be dated within the previous 12 months.
2. Default to other enrollment method if proof of participation in the program(s) listed above is not the most current or is unavailable.
3. The 10 year rule still applies and assessment of property is still required.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

**2013 Southern California Gas Company #5660025401
Maximum Reimbursement Rates for Weatherization**

SERVICE TYPE		MAXIMUM REIMBURSEMENT	FREQUENCY
Enrollment	Customer is enrolled in ESAP by another Investor Owned Utility (IOU) and no income-documentation is required for SCG enrollment.	\$26.00	One per home
	Customer is not enrolled in ESAP Program by another IOU- Self Certification	\$42.00	
	Customer is enrolled in ESAP through the Full Documentation process	\$46.00	
Assessment	Assessment for all Gas Measures	\$20.00	One per home
HE Clothes Washer Assessment	Assessment for HE Clothes Washer- Complete clothes washer assessment form. Home must have an operational clothes washer and dryer.	\$5.00	One per home
Program Services Declined	Program Services Declined- Document and data entry of customer unwilling or unable to participate.	\$4.00	One per home and only when customer is NOT enrolled
Energy Education	Reimbursement is provided only if contractor is not billing another IOU for the same service. (Standard)	\$15.00	One per home
	Reimbursement for homes where customer is enrolled in ESAP by another IOU at the same time. (Leveraged)	\$7.50	

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Income Re-Certification	Admin and program support services (includes processing, data entry, back office support and invoicing)	\$20.00	One per home
	Customer is enrolled in ESAP through the Full Documentation process	\$42.00	
	Customer enrolled in ESAP through the Self-Certification/Categorical process	\$26.00	
Admin/Program Support	Admin and program support services (includes processing, data entry, back office support and invoicing)	\$10.00	One per home
	Processing fee (administrative fee for processing enrollment and assessment paperwork)	\$5.00	

WEATHERIZATION FEES	UNIT	MAXIMUM REIMBURSEMENT
Crew Trip Fee - Applies only to work orders enrolled by a different contractor where weatherization services are not feasible.	Per Home- Cannot be charged in conjunction with "Crew Trip Fee" below.	\$67.80
Crew Trip Fee- Applies only to dwellings that received water measures only (Outreach and Installation completed by same contractor)	Per Home- Cannot be charged in conjunction with "Crew Trip Fee" above.	\$33.90

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

WEATHERIZATION MEASURES/SERVICES	UNIT	VARIABLE COSTS	LABOR	MAXIMUM REIMBURSEMENT
Air Conditioner Cover (Window/Wall)	Each			\$35.50
Appliance Closet Door Latch	Each			\$16.25
Appliance Closet Door Weatherstripping-Foam Tape	Each			\$10.75
Appliance Closet Door Weatherstripping – Rigid Gasket	Each			\$43.75
Attic Access Cover	Each			\$29.75
Attic Access New (includes cover)	Each			\$70.00
Attic Access Weatherstripping	Each			\$10
Attic Insulation	Per Sq. Ft.	\$1.06 Per Sq. Ft.		Varies
Attic Insulation - R13 (Knee wall)	Per Sq. Ft.	\$0.62 Per Sq. Ft.		Varies
Caulking- (Maximum of 100' without CAP approval)	Per Lin. Ft.	\$0.37 Per Lin. Ft.		Varies
Combustion and Ventilation Air (CVA)	Each Appliance			\$58.25
Door - 24", 28", 30", 32", & 36", Solid Core	Each			\$101.00
Door - 34" & 42" Solid Core,	Each			\$160.75
Door, Deadbolt	Each			\$33.50
Door- Louvered	Each			\$124.00
Door—Half Lite	Each			\$160.75
Door Handle	Each			\$5.25
Door Hinges, locking pin	Each			\$12.00
Door Hinges, loose pin	Each			\$9.75
Door Hinges, spring	Each			\$16.75
Door jamb stock including caulking	Per Lin. Ft.	\$2.54 Per Lin. Ft.	\$25.42	Varies

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

Door, Lockset	Each			\$33.50
Door, Lockset Brace (1 per door)	Each			\$35.25
Door or window casing including caulking	Per Lin. Ft.	\$0.63 Per Lin. Ft.	\$16.95	Varies
Door Shoe	Each			\$18.50
Door Specialty	Each	Cost + 10%	\$33.90	Varies
Door Stop including caulking	Per Lin. Ft.	\$0.51 Per Lin. Ft.	\$8.48	Varies
Door, Striker plate, regular	Each			\$6.50
Door, Striker plate, safety	Each			\$6.75
Door Sweep	Each			\$18.50
Door Threshold	Each			\$20.50
Double door slide bolt	Each			\$11.25
Dryer Venting - Opening With Vent	Each			\$58.25
Dryer Venting - Vent Only	Each			\$21.25
Duct Repair - in conjunction with attic Insulation	Each			\$20.75
Evaporative Cooler Register Cover	Each			\$35.50
Exhaust Venting (Kitchen/Bath) - Opening With Vent	Each			\$58.25
Exhaust Venting (Kitchen/Bath) - Vent Only	Each			\$21.50
Exhaust Venting Mobile Home (Kitchen)	Each			\$58.25
Faucet Aerator (Kitchen/Bath)	Each			\$6.50
Faucet Aerator Adapter	Each			\$6.50
Flex Connector (done in conjunction with Standing Pilot Retrofit Kit)	Each			\$23.75
Furnace Clean and Tune	Each			\$56.50
Furnace Filter (done in conjunction with Furnace Clean and Tune)	Each			\$10.50

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Glass: D.S. or S.S. including glazing compound. (Per sash)	Per Sq. Ft.	\$2.54 Per Sq. Ft	\$42.38.	Varies
Glass: Specialty	Each	Cost + 10%	\$42.38	Varies
Glass: Tempered or Polycarbonate including glazing compound. (Per sash)	Per Sq. Ft.	\$4.00 Per Sq. Ft.	\$42.38	Varies
Glass Replace-Louvered (jalousie) Windows (Glass panel)	Each			\$10.00
Glazing Compound per window-from corner to corner (At least one entire edge)	Per Window			\$11.00
Hand Held Showerhead	Each			\$34.00
Line Valve (done in conjunction with Standing Pilot Retrofit Kit)	Each			\$23.75
Low Flow Showerhead	Each			\$16.75
Natural Gas Appliance Testing (NGAT) – Leveraging Fee (per home)	Per Home			\$1.00
Natural Gas Appliance Testing (NGAT)- (per home)	Per Home			\$28.50
Roof Mastic (in conjunction with dormer or mushroom vent)	Per Home			\$12.25
Seal FAU Platform (Caulking Around Base)	Each			\$17.00
Showerhead Diverter Valve	Each			\$33.25
Shower Adapter	Each			\$5.25
Silicone Caulking (crack or bb hole)	Each			\$9.75
Standing Pilot Retrofit Kit (Requires C20 License)	Each			\$277.00
Switch & Outlet Gaskets & Covers	Per Home			\$9.00
Thermostatic Shower Valve	Each			\$39.62
Vent Screen	Each			\$9.75
Vent – Eave	Each			\$19.75

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Attachment A

Wall Repair – Utility Penetration	Per Home			\$10.25
Wall Repair (stucco patch or plywood)	Per Home			\$40.50
Wall Repair (tape joint compound, plaster)	Per Home			\$37.75
Water Heater Blanket – Central	Each			\$85.75
Water Heater Blanket– Individual	Each			\$51.00
Water Heater Pipe Insulation	Each			\$19.75
Weatherstripping – Attic Access	Each			\$10.75
Weatherstripping & Caulking-rigid gasket	Each			\$43.75
Weatherstripping- Foam Tape/V-Strip	Each			\$10.75
Window Set Assembly	Each	Cost + 10%	\$50.86	Varies
Duct Testing (includes Admin fee)	Per Appliance			\$133.00
Duct Sealing - 60 minutes or less	Per Appliance		Duct Sealing is limited to one fee per appliance and only if duct system has been sealed.	\$113.00
Duct Sealing - 61-90 minutes	Per Appliance			\$170.00
Duct Sealing - greater than 90 minutes	Per Appliance			\$226.00
Duct Board Installation	Per Appliance			\$61.25

Community Action Partnership of Riverside County

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

MASTER AGREEMENT:

CAP-13-020

CONTRACTOR:

Synergy Companies

CONTRACT TERM:

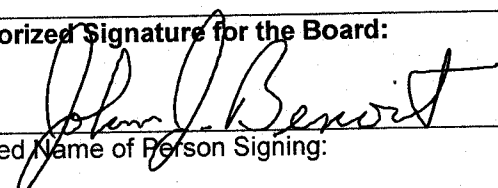
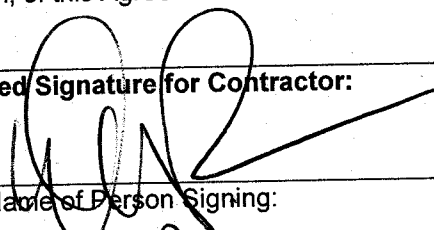
March 26, 2013 through February 28, 2014

WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP RIVERSIDE, desires to provide home weatherization services for **Southern California Gas Company**;

WHEREAS Synergy Companies has the expertise, special skills, knowledge and experience to provide these services;

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

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

<p>Authorized Signature for the Board: </p>	<p>Authorized Signature for Contractor: </p>
<p>Printed Name of Person Signing: John J. Benoit</p>	<p>Printed Name of Person Signing: Douglas W. Pella</p>
<p>Title: Chairman, Board of Supervisors</p>	<p>Title: VP Operations</p>
<p>Address: 4080 Lemon Street Riverside, CA 92501</p>	<p>Address: 90 Business Park Dr. Perris, CA 92571</p>
<p>Date Signed: MAR 26 2013</p>	<p>Date Signed: 3/15/13</p>

FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

ATTEST:
 KECIA HARPER-JHEM, Clerk
 By: 
 DEPUTY

MAR 26 2013 3-7

SYNERGY COMPANIES
SOUTHERN CALIFORNIA GAS COMPANY
MASTER WEATHERIZATION AGREEMENT
TERMS AND CONDITIONS

Contents

I. ABBREVIATIONS.....	4
II. CAP RIVERSIDE RESPONSIBILITIES.....	4
III. CONTRACTOR RESPONSIBILITIES	4
IV. FISCAL PROVISIONS.....	4
A. COMPENSATION.....	4
B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS	4
C. FINANCIAL RESOURCES.....	5
D. RECORDS, INSPECTIONS, AND AUDITS	5
E. SUPPLANTATION.....	6
F. DISALLOWANCE.....	6
G. AVAILABILITY OF FUNDING	6
V. GENERAL PROVISIONS	6
A. EFFECTIVE PERIOD.....	6
B. CONFLICT OF INTEREST.....	6
C. NOTICES	7
D. CONFIDENTIALITY.....	7
E. CHILD ABUSE REPORTING	7
F. EMPLOYMENT PRACTICES	7
G. HOLD HARMLESS/INDEMNIFICATION	8
H. INSURANCE.....	8
I. COMMERCIAL CRIME COVERAGE (FIDELITY BOND).....	10
J. LICENSES AND PERMITS	10
K. INDEPENDENT CONTRACTOR.....	10
L. SUBCONTRACT FOR SERVICES	11
M. USE BY POLITICAL ENTITIES.....	11
N. ASSIGNMENT	11
O. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES.....	11
P. INSPECTION OF SERVICE.....	11
Q. CLEAN AIR/WATER ACTS.....	12
R. DISPUTES	12
S. DEBARMENT AND SUSPENSION.....	12
T. CERTIFICATION REGARDING DRUG FREE WORKPLACE.....	13
U. CERTIFICATION REGARDING LOBBYING	13
V. SANCTIONS	13
W. TERMINATION	13
X. MODIFICATION OF TERMS.....	13
Y. ENTIRE AGREEMENT	14

LIST OF ATTACHMENTS & EXHIBITS

- Exhibit A – Contractor Payment Request
- Exhibit B – Instructions for Contractor Payment Request
- Exhibit C – Certification Regarding Debarment, Suspension, and Related Matters
- Exhibit D – Certification Regarding Drug Free Workplace
- Exhibit E – Certification Regarding Lobbying
- Attachment A – Scope of Work – Southern California Gas Company

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

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

II. CAP RIVERSIDE RESPONSIBILITIES

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

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall

1. Assign staff to act as liaison to CAP RIVERSIDE
2. Provide a telephone number for service requests and emergency service responses between the hours of 7:00 a.m. to 8:00 p.m. Pacific Standard Time, Monday thru Friday.
3. Ensure response time for emergencies not exceed twenty-four hours, 7:00 a.m. thru 8:00 p.m., Pacific Standard Time, Monday thru Friday.
4. Ensure that they have the skills, experience and knowledge necessary to perform the work agreed to be performed under this Agreement, and that CAP RIVERSIDE relies upon the Contractor's representation about its skills, experience and knowledge to perform the Contractor's work in a competent manner.
5. Perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.
6. Provide and perform in a fully competent manner all services as described and specified in the Scope of Services (Attachments A) attached hereto and incorporated herein by this reference.

IV. FISCAL PROVISIONS

A. COMPENSATION

For the work completed on each dwelling weatherized by the Contractor to CAP Riverside's satisfactory inspection and upon receipt of all required paperwork and invoices, CAP Riverside will compensate the Contractor per unit of service as set forth in the written work order for the dwelling unit. The Contractor's invoice shall include an itemized accounting of all costs. The Contractor will be paid in accordance to the Payment Reimbursement Scheduled included in Attachment A. Any work completed without approval by CAP Riverside is subject to disallowance. Any costs incurred by the Contractor for the replacement of substandard materials and/or work shall be at the Contractor's expense and shall not be charged to CAP Riverside.

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

1. To request payment, the Contractor shall submit the Contractor Payment Request Form (Exhibit A) following the Instructions for Contractor Payment Request (Exhibit B). Supporting documentation such as permits, receipts, labor schedules, documentation to justify job references and job hours, and/or any other relevant information must accompany the Contractor Payment Request. Exhibits A and B are attached hereto and incorporated herein by these references.
2. In order to receive payment in a timely manner, Contractor shall submit invoices to CAP RIVERSIDE within five (5) working days after completion of work.
3. Services will be inspected by CAP RIVERSIDE within ten (10) working days from receipt of invoice.
4. CAP RIVERSIDE shall pay invoice upon release of funds from Southern California Gas Company.
5. All submissions will be received in the CAP RIVERSIDE office, addressed to:

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

C. FINANCIAL RESOURCES

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

D. RECORDS, INSPECTIONS, AND AUDITS

The Contractor is required to maintain auditable books, records, documents, including but not limited to receipts for all materials, job schedules/payroll time records, etc., and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for **ten (10)** years after final payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later. **Contractor must obtain written approval from CAP Riverside before destruction of any records pertaining to this agreement.**

1. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.

3. Should the Contractor disagree with any audit conducted by CAP RIVERSIDE, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP RIVERSIDE a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by CAP RIVERSIDE for such an audit.
4. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CAP RIVERSIDE in conducting such an audit.

E. SUPPLANTATION

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

F. DISALLOWANCE

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

G. AVAILABILITY OF FUNDING

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

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective March 26, 2013 through February 28, 2014. The period of performance shall be up to five (5) years, renewable in one (1) year increments from the date of the award, with no obligation by the County of Riverside to purchase any specified amount of services. The contract extension after the initial year shall be contingent upon prior year performance.

B. CONFLICT OF INTEREST

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

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

C. NOTICES

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

CAP RIVERSIDE:

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

CONTRACTOR:

Synergy Companies
90 Business Park Dr.
Perris, CA 92571
951-259-8800

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

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

E. CHILD ABUSE REPORTING

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

F. EMPLOYMENT PRACTICES

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

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

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

G. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

H. INSURANCE

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

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

2. **Commercial General Liability** insurance coverage, including but not limited to, premises liability, contractual liability, personal and advertising injury which may arise from or out of the Contractor's operations, or the performance of its obligations hereunder. Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured. Policy limits shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
3. **Vehicle Liability Insurance** – If the Contractor's vehicles or licensed mobile equipment are used or "may be used" on the County property, or used or "may be used" in any manner on behalf of the County, then the contractor shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured.
4. **General Insurance Provisions**
 - a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - b. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
 - c. The Contractor shall cause its insurance carrier(s) to furnish CAP RIVERSIDE with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to CAP RIVERSIDE prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless CAP RIVERSIDE receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect.
 - d. It is understood and agreed to by the parties hereto and the insurance companies that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as

primary, and the County's insurance and/or deductibles and/or self-insured retentions, or self-insured programs shall not be construed as contributory.

- e. CAP RIVERSIDE or the County Risk Manager reserves the right to adjust the monetary limits or types of insurance coverages during the term of this Agreement or any extensions thereof, if in the County Risk Manager or CAP RIVERSIDE's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

I. COMMERCIAL CRIME COVERAGE (FIDELITY BOND)

Prior to any disbursements, the Contractor agrees that its insurer shall forward to CAP RIVERSIDE an assurance that all persons working on behalf of the Contractor are covered by a fidelity bond that shall include coverage or substantial equivalents to Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the maximum agreement. Provision shall be made such that insurer shall notify CAP RIVERSIDE in the event that the bond is canceled or reduced. In either event, CAP RIVERSIDE shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure County of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by CAP RIVERSIDE.

J. LICENSES AND PERMITS

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

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

K. INDEPENDENT CONTRACTOR

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

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

L. SUBCONTRACT FOR SERVICES

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

M. USE BY POLITICAL ENTITIES

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

N. ASSIGNMENT

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

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

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

P. INSPECTION OF SERVICE

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

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

1. Require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and
2. Reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure

future performance of the service is in conformity with specifications and requirements of the contract, CAP RIVERSIDE shall have the right to either:

- a. Have the services performed in conformity with the contract specifications and charge to the contractor any cost occasioned to CAP RIVERSIDE that is directly related to the performance of such services. If CAP RIVERSIDE chooses alternative (A), CAP RIVERSIDE may withhold such costs from any amounts still owed to the Contractor under this or any other contractual agreements with CAP RIVERSIDE; or
 - b. Terminate this contract for default as provided in the Termination Clause.
3. If after the first inspection the work is not satisfactory, the Contractor will be charged a re-inspection fee of \$25.00 for the first re-inspection and \$50.00 for each inspection thereafter.

Q. CLEAN AIR/WATER ACTS

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

R. DISPUTES

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

S. DEBARMENT AND SUSPENSION

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

T. CERTIFICATION REGARDING DRUG FREE WORKPLACE

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

U. CERTIFICATION REGARDING LOBBYING

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

V. SANCTIONS

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

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of Purchasing and CAP RIVERSIDE; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by CAP RIVERSIDE. CAP RIVERSIDE shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

W. TERMINATION

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

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

X. MODIFICATION OF TERMS

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this paragraph shall be assessed within 30 days of when the Contractor received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the Contractor at any time prior to final

payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Y. ENTIRE AGREEMENT

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

CONTRACT PAYMENT REQUEST
CAP FORM # 2076A

Exhibit A

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

FROM:

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

Customer Name _____

Total amount requested _____ for the period of _____ 20 _____

Select 1 Payment Type(s) Below

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

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

Unit of Service Payment

_____ (# of Units) x _____ (Unit Price) = \$ _____ (Total)

_____ (# of Units) x _____ (Unit Price) = \$ _____ (Total)

Any questions regarding this request should be directed to:

_____ Name _____ Phone # _____

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

Authorized Signature _____ Title _____ Date _____

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

CAARC
 Business Unit (5) _____

530020
 Account (6) _____

21050
 Fund (5) _____

5200200000
 Dept ID (10) _____

Program (5) _____

Class (10) _____

Project/Grant (15) _____

Vendor Code (10) _____

Purchase Order # and line # (10) _____ Invoice # _____

Amount Authorized _____
 Comments
 if amount authorized is different from amount requested _____

Programs _____ Date _____

Fiscal (Staff) _____ Date _____

Contracts _____ Date _____

Fiscal (Accountant) _____ Date _____

RETURN TO CAP RIVERSIDE, FISCAL DIVISION

COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY
Instructions for Contractor Reimbursement Request

Exhibit B

CONTRACTOR REIMBURSEMENT REQUEST

- From: Business name and address
- "Contract Number" – Funding source (LIHEAP, DOE, SCG)
- "Customer Name:
- "Amount Requested" - Fill in the total amount and billing period you are requesting payment for.
- "Contract Number" - Can be found on the first page of your contract.
- "Payable To" – Business name
- Authorized Signature

EVERYTHING BELOW THE THICK SOLID LINE IS FOR CAP RIVERSIDE USE ONLY.

CONTRACTOR EXPENDITURE REPORT FORM – If Applicable

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

- "Contractor " - Business name
- "Contract Number" - Can be found on the first page of your contract.
- "Report Month" - The billing period you are requesting payment for.
- "Approved Budget Amount" - Current itemized budget amount as approved (or amended) in accordance with the Fiscal Provisions of your executed agreement.
- "Monthly Expenditures" - Itemized expenditures incurred during the billing period.
- "Cumulative Expenditures" - Cumulative expenditures from previous billings plus current expenditures.
- "Unexpended Balance" - Approved budget amount less cumulative expenditures.

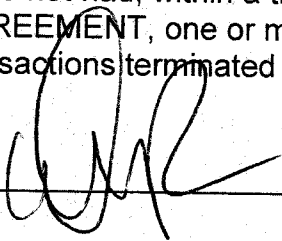
**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND RELATED MATTERS**

Program: Weatherization

Period: March 26, 2013 through February 28, 2014

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three (3) year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally- or civilly- charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not had, within a three (3) year period preceding this AGREEMENT, one or more public (Federal, State, or local) transactions terminated for cause or default.



Signature

VP operations

Title

Syracuse Companies

Agency/Organization

2/15/13

Date

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

Exhibit D

CERTIFICATION

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

CONTRACTOR/BIDDER FIRM NAME Synco Companies FEDERAL ID NUMBER _____

BY (Authorized Signatory) [Signature] DATE EXECUTED: 3/15/13

PRINTED NAME AND TITLE OF PERSON SIGNING Douglas W Price VP Operations TELEPHONE NUMBER (include Area Code) (951) 443-6151

TITLE _____

CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 90 Business Park Dr Perris CA 92571

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The person's or organization's policy of maintaining a drug-free workplace.
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

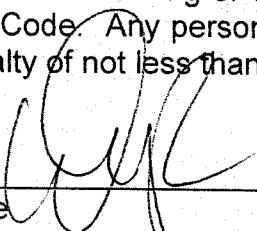
Program: Weatherization

Period: March 26, 2013 through February 28, 2014

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature		Title	VP Operations
Agency/Organizations	Sunny Companies	Date	3/15/13

Attachment A
Southern California
Gas Company
Scope of Work

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

I. SUMMARY

This Program is designed to help low-income residential Customers control their energy costs by providing comprehensive no-cost energy education, energy-efficient weatherization services. DAP Services are directed to income-qualified residential customers who are within the income guidelines established by the CPUC for the CARE Program. The income guidelines are based on 200% of the Federal poverty levels for households of different sizes. All Services performed shall be in conformance with the California Conventional Home and Mobile Home Weatherization Installation Standards, the California Statewide Low Income Energy Efficiency (LIEE) Policy and Procedures Manual, the Southern California Gas Company Supplemental Policy and Procedures, the Uniform Mechanical Code, the Uniform Building Code, and any other applicable Federal, State and City Codes, regulations, or ordinances.

II. CONTRACTOR'S RESPONSIBILITY

The Program consists of the following components, which the Contractor shall be responsible to implement:

A. Program Promotion

The Contractor shall be responsible for promoting the Program by canvassing within CAP Riverside's Service Territory, determining the customers' eligibility for the Program, and soliciting owners to encourage customer's participation.

All promotional ideas, collateral materials and literature must meet CAP Riverside's Design Standards and must be approved by same in writing prior to use. Contractor shall obtain CAP Riverside's written approval of weatherization material prior to their use under the program.

B. Program Personnel

1. Contractor shall pre-screen and qualify employees in accordance with the following standards:
 - a. Contractor shall employ its best efforts to ensure that a minimum of two (2) previous employment reference checks have been completed for Program Personnel.
 - b. Program Personnel shall be screened for use of drugs identified by the Substance Abuse and Mental Health Administration (generally; Canabinoids, Cocaine, Opiates, Phencyclidine, and Amphetamines) or as otherwise requested by CAP Riverside.
 - c. Contractor shall conduct a California Department of Motor Vehicles (DMV) check for all Program Personnel employed for the purpose of providing Program Services. The check shall minimally include proof of valid driver's license and proof of personal insurance. Contractor shall advise Program Personnel that they may be subject to complete a driver's safety training course which may be scheduled by CAP Riverside at no expense to Contractor.
2. Contractor shall provide CAP Riverside with proof of Contractor State License Board (SLB) salesperson registration information of all Contractor outreach personnel or shall provide proof of current CSLB registration exemption.
3. Training: Contractor agrees to utilize only Southern California Gas Company trained outreach personnel to perform outreach services. Training shall include P&P policies including policies related to the initial application processing, certification of eligibility, post-enrollment verification procedures, and installation standards.
4. Management: Contractor shall ensure that all information about the Program provided by Program Personnel to customers is true and accurate. This may include, but is not limited to, ensuring that all Program Personnel are timely informed of changes in Program eligibility requirements that may occur

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

from time to time. Contractor shall develop an early warning, self-evaluation process to identify problems and/or take corrective actions to ensure that policies and procedures are followed and Program goals are met. CAP Riverside or Southern California Gas Company may make unannounced visits during the course of the work to any site where training is being conducted, or where program data or documents are stored.

5. Contractor understands all Program Personnel must wear their issued photo identification badges at all times while conducting Program customer contact activities. Badges should be clearly visible above the waistline at all times.
6. Contractor shall be solely responsible for, and shall pay, reimburse, or replace any and all customer claims, losses, expenses, or liabilities resulting from all acts of Program Personnel.

C. Enrollment Process

1. In-home visits performed by Outreach Workers and measure assessment personnel will consist of the following in accordance with the P&P:
 - a. Income qualification of applicant and/or another Permanent Household Member;
 - b. Assessment of the structure for feasible Measures;
 - c. Providing energy education;
 - d. Providing customer information about Southern California Gas Company's other customer assistance program including, but not limited to CARE, Medical Baseline and Level Pay Plan;
 - e. Providing customer assistance in completing the CARE application and submitting it to CAP Riverside on behalf of the customer. The Contractor shall screen customers to minimize the submittal of duplicated applications for current CARE participants.
2. Contractor **shall not provide** Program Services to ineligible customers or dwellings.
3. It is the responsibility of the contractor's outreach staff to instruct DAP applicants in energy efficiency and conservation practices and measures once eligibility has been established. Following the energy education script, the Outreach Specialist presents the information contained in the Energy Education and Resource Guide. The Outreach Specialist's signature on the agreement verifies he/she has provided energy education and a DAP Welcome Letter to the applicant.
4. If the customer is not the Owner, the Contractor shall obtain the Owner's written authorization to perform the work by completing a "Property Owner Authorization" form prior to performing the work. The Contractor shall be responsible for advising the Owner of the scope of work to be performed, the limitations of Program, and of the potential that an inspection of some gas appliances may require the gas service to the appliance or to the entire structure to be shut-off if a hazardous or unsafe condition is identified (which may require additional repairs by the Owner at the Owner's expense) and cannot be repaired under the constraints of the Program.
5. Once the income eligibility/ownership documents have been viewed, copied and/or digitally photocopied and stored, and energy education and assessment have been completed, the Outreach Worker shall advise the customer of the recommended Work to be performed.
6. For dwelling units where a minimum of three gas measures cannot be installed, DAP will allow contractors to combine both gas and electric measures to meet the three measure minimum. Invoicing instructions for combining measures are provided in Schedule A.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

D. Income Calculation Methods

SEE SCHEDULE G

E. Service Eligibility

1. General

- a. In order to qualify a home for DAP services; the following specific criteria must be met:
 - i. The home must receive service from an active SCG account (except vacant units qualified under the 80/20 rule)
 - ii. The active SCG account must have an eligible rate code (as listed below)
 - iii. The home must be a full time residential dwelling
 - iv. The home must have a kitchen with running water, and a bathroom with a sink, toilet, and running water
 - v. All group living facilities must be classified as non-profit and a copy of their 501(c) (3) status must be maintained in the contractor's customer file.

2. Gas Accounts

- a. A gas account that serves a common facility such as a swimming pool, laundry room, recreation room etc, or a small commercial/industrial account which serves non-residential customers is not eligible for DAP services. Contractors are responsible for ensuring that gas accounts are active at the time of qualification. If gas account is not active at the time of installation, contractor must contact CAP Riverside for further instructions. Agreements received with ineligible gas accounts will be returned unpaid.
- b. Eligible Gas Account Rate Codes
 - i. Eligible gas accounts can be identified by the rate code, which is located on the gas bill. Rate codes are listed below:
 - (i) GR, GRL, GME (only if master metered), GS, GSL, GTR, GTRL, GTS, GTSL - Eligible for DAP Services
 - (ii) GME (Only if central living facility also serves as master meter), GN10L, GTNL, GTM - May be eligible for DAP services (requires pre-approval)
 - (iii) GMC, GN10, GTN - Ineligible for DAP services
- c. Master Meter and Central Facility accounts are not the same. Master meter accounts are defined as one meter supplying gas to two or more residential dwelling units. Central facility accounts are defined as one or more meters supplying gas for water heating, space heating, and/or cooking to residential dwelling units, that are also individually metered. There may be instances where one of the dwelling units may be served by the central facility meter. Pre-approval will be required.
- d. When submitting a DMRI request to Southern California Gas for master meter dwellings it is the responsibility of the contractor to submit all master meter account numbers associated with the "building complex" and include the following for each master meter account number:
 - i. Submit a Master Meter Request form to DAP
 - ii. Include only the units that will be weatherized
 - iii. Include the customer's name, address and unit number on the form
 - iv. List each customer separately.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

3. Home Ownership
 - a. In addition to those listed in the P&P, DataQuick® and deeds are accepted as proof of home ownership. DMV registration is accepted for mobile homes registered as vehicles. HCD (Housing and Community Development) registration website may be used to verify mobile home ownership. The printout must include the name of the property owner, the property address, a current registration date, and a registration expiration date. All home ownership documentation must be accurate and current based on the type of documentation provided (ex: mortgage statement is monthly while property tax is every six months).
 - b. A spouse whose name does not appear on property ownership documentation may sign as the property owner if the contractor has verified that the person signing the agreement is married to the person listed on the property ownership document. Verification may include viewing a copy of the marriage certificate or confirming that the customers share the same last name.
 - c. Proof of home ownership documentation must be submitted for all owner occupied homes at time of invoicing for appliances only.
4. Mobile/Manufactured Homes
 - a. The following mobile units are not eligible for services:
 - i. Mobile units used as offices
 - ii. Travel trailers or mobile units that are used for vacations rather than full-time residency
 - iii. Motor homes
 - iv. A travel trailer parked at a home and used as an extra bedroom.
 - v. Mobile homes with less than 320 square feet of floor area.
 - b. A "travel trailer" in a mobile home park that is used as a full time residence may be weatherized only with prior approval from the DAP representative.

F. Weatherization Process

1. **Contractor shall submit completed assessment for review. If approved, CAP Riverside will issue a job work order for measures to be installed.**
2. All Weatherization performed by the Contractor shall be in accordance with the P&P and shall include all feasible measures for which the dwelling qualifies.
3. Contractor shall provide sufficient equipment and personnel to meet the demand for all Weatherization and related appliance work.
4. Under no circumstances shall the Contractor perform Program Services in areas deemed to be potentially hazardous including but not limited to: exposed knob and tube wiring, exposed asbestos insulation or other asbestos materials, or deteriorated wiring due to insulation treated with aluminum sulfate. Upon encountering hazardous conditions, Contractor shall notify the customer and Owner, in writing of such condition (2) and only complete the installation of Measures in areas deemed safe by Contractor. Contractor shall document the hazardous condition(s) on the work order and in the HEAT System.
5. Contractor represents that it has the expertise to identify asbestos.
6. The Contractor shall review the recommendations with the customer and set up an appointment to have recommended Measures installed. The Contractor shall also provide the customer with the name and contact information of the Contractor that will be performing the work.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

7. The Contractor shall have the customer sign the work order and leave a copy for the customer as an acknowledgement that the Measures have been installed.
8. Contractor shall, at all times during the performance of the Program Services, maintain the customer's premises free from accumulation of waste material or debris and shall remove and dispose of it in accordance with all applicable laws at the Contractor's expense.

G. Natural Gas Appliance Testing (NGAT)

1. NGAT shall be performed on gas appliances in accordance with the P&P.
2. NAGT test within **five (5)** business days of the installation of infiltration measures, unless Contractor has made reasonable attempts but has been unable to gain access to dwelling.
3. When hazardous condition is observed on gas appliance, Contractor shall follow "Hazardous Condition Shut-off Procedure" in accordance with the P&P.
4. Contractor shall not perform a NGAT test in conjunction with the installation of non-infiltration measures.

H. Duct Testing and Sealing

DUCT Testing and Sealing shall be performed in accordance with the P&P and Tile 24.

I. Combustion and Ventilation Air

In the event a contractor installs infiltration measures and/or appliance services, the home is found to have inadequate Combustion and Ventilation Air (CVA) and venting cannot be provided to ensure adequate CVA, CAP shall not paid contractor for such services.

J. Quality Assurance & Inspection

1. Contractor shall develop quality control procedures to ensure high quality workmanship practices in the installation of Program Measures and to ensure quality educational Services have been provided to the customer. CAP Riverside reserves the right, after notification to the Contractor, to modify procedures to ensure effectiveness and quality of the Program.
2. Weatherization installations are inspected according to the appropriate California Conventional and Mobile Home weatherization Installation Standards (WIS) Manual. The purpose of these inspections is to ensure that all installations are completed according to program requirements. Contractor is obligated to make any appropriate corrections regardless of inspection date up to one (1) year after the installation.
3. Contractor shall maintain and forward records of all complaints, inquiries and resolutions to CAP Riverside as they are received and resolved. Contractor shall contact customer within **(24) twenty-four** hours of notification of complaint. In general, all complaints or inquiries shall be resolved with **five (5)** business days.
4. In case of conflict over a complaint or inquiry resolutions, CAP Riverside shall be the sole judge as to the acceptability of the Contractor's resolution efforts.
5. If work does not pass CAP Riverside's verification inspections, CAP Riverside will inform the Contractor in writing. Any correction required as a result of a non-hazardous failed inspection must be made within **five (5)** business days from date of notification. Any correction required as a result of a hazardous deficiency, must be corrected within **(24) twenty-four** hours after oral or written notification from CAP Riverside.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

6. CAP Riverside, at the expense of Contractor, may complete corrections not completed by Contractor within stated timeframes.
7. If after the first inspection, the work is not satisfactory, the Contractor will be charged a re-inspection fee of \$25.00 for the first re-inspection and \$50.00 for each re-inspection thereafter. If significant error are identified by SCG, CAP Riverside reserves the right to disallow cost of the entire invoice, including but not limited to enrollment fees, etc.
8. **Three (3)** failures within a 12-month period on the part of the Contractor to comply with the 30-day requirement for making corrections may result CAP Riverside revoking its approval of the subcontractor involved, and/or a default under the Agreement.

K. Invoicing & Reporting

1. Contractor shall invoice CAP Riverside for the installed measures and services on weekly schedule during the term of the Agreement. Invoices shall include all documentation to support customer and dwelling eligibility and the amount invoiced.
2. Contractor shall retain copies of all invoices, back-up documentation, invoices, receipts, itemization of approved materials etc. for a minimum of **ten (10)** years and until written authorization by CAP Riverside.

L. Performance Criteria

1. Consistent failure on the part of the Contractor to attain the performance criteria discussed below may result in their removal from the Program.
2. Contractor shall maintain an overall pass rate of 95% on all dwellings and Measures and services inspected. Pass rates are based on number of assigned homes and measures and services billed by Contractor.
3. CAP Riverside's right to audit shall include all sources of income documentation for all customers. Customer Agreements with missing, incomplete, or incorrect income documentation are NOT eligible for Program Services. Contractor understands that it is not authorized to, and shall NOT contact customers to obtain proof of eligibility from the customer after the audit begins, CAP Riverside shall notify Contractor if a customer who has received Services has been found to be ineligible for the Services rendered under the Program and shall provide Contractor documentation used to determine customer's ineligibility. Contractor shall reimburse CAP Riverside within **ten (10)** days of receipt of an invoice from CAP Riverside for all monies paid in ineligible customer Agreements.
4. CAP Riverside reserves the right to observe outreach, assessment, energy education, and installation activities conducted by contractor. Contractor shall provide CAP Riverside with schedules of the above activities upon request.
5. In the event and Outreach Worker error rate, those errors resulting in customer ineligibility, exceeds 3%, the Outreach Worker may lose authorization to perform income eligibility, assessment and energy education activities for this Program.

III. CAP RIVERSIDE'S RESPONSIBILITIES

- A. CAP Riverside shall review assessments and issue work order for measures to be installed.
- B. CAP Riverside shall provide all promotional and Program-related material as reasonable requested by the Contractor. Contractor shall be responsible for managing their inventory of promotional and Program-related material and shall provide CAP Riverside adequate lead-time to restock Contractor's inventory.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

- C. CAP Riverside shall inspect the Program documents and work performed to ensure compliance with Program standards and work performance.
- D. CAP Riverside reserves the right to withhold payment or request refunds from the contractor for any work performed and invoiced, in which the customer is ineligible for Program participation or for any work performed outside the scope of this agreement.

IV. SCHEDULE A

A. WEATHERIZATION INVOICE INSTRUCTIONS

1. Weatherization Invoices from Contractors to CAP Riverside shall include the information listed below. Any incomplete invoice received in CAP Riverside's office will be returned to the contractor. Payment will not be processed until the invoice is completed and resubmitted. Invoices shall include the following information:

a. DOCUMENTATION REQUIRED WHEN INCOME QUALIFIED BY SCG

i. Single units (Includes Duplex, Triplex, Fourplex and Mobile Home)

- (i) Customer Agreement
- (ii) Household Income Worksheet
- (iii) Income documentation*
- (iv) Assessment Form
- (v) Work Order
- (vi) NGAT Notice of Condition- When required
- (vii) Duct Testing and Sealing Work Order (when required).
- (viii) CFR-6R(when required (when required)
- (ix) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (x) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).

ii. Multiple units (5 or more units)

- (i) Multiple Property Master Agreement
- (ii) Customer Agreement- For each home receiving program services
- (iii) Household Income Worksheet- For each income qualified household
- (iv) Income documentation- For each income qualified household*
- (v) Assessment Form- For each home receiving program services
- (vi) Work Order- For each home receiving program services
- (vii) NGAT Notice of Condition- When required
- (viii) Duct Testing and Sealing Work Order – When required.
- (ix) CFR-6R – When required.
- (x) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (xi) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).
- (xii) * Not required under Income Qualification Methods 1-4 as stated in SCHEDULE G.

b. DOCUMENTATION REQUIRED WHEN INCOME QUALIFIED BY AN OVERLAPPING IOU

i. Single units (Includes Duplex, Triplex, Fourplex and Mobile Home)

- (i) Customer Agreement
- (ii) Assessment Form
- (iii) Copy of electric IOU Program Application/Agreement*
- (iv) Work Order

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

- (v) NGAT Notice of Condition- When required
- (vi) Duct Testing and Sealing Work Order – When required.
- (vii) CFR-6R – When required.
- (viii) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (ix) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).
- (x) Note: The NGAT Information Form is not required to be submitted with the invoice but a copy is to be maintained by the contractor in the customer file.

ii. Multiple units (5 or more units)

- (i) Multiple Property Master Agreement
- (ii) Customer Agreement- For each home receiving program services
- (iii) Assessment Form
- (iv) Copy of electric IOU Program Application/Agreement*
- (v) Work Order- For each home receiving program services
- (vi) NGAT Notice of Condition- When required
- (vii) Duct Testing and Sealing Work Order – When required.
- (viii) CFR-6R – When required.
- (ix) When available, a copy of the current gas bill should be kept in Contractor customer file.
- (x) POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).
- (xi) Program Application/Agreement for each electric utility is as follows:
 1. SCE - EMA Program Application
 2. PG&E - EPP Certification Form - Income Verification and Customer Commitment
 3. SDG&E - Customer Agreement
 4. Note: The NGAT Information Form is not required to be submitted with the invoice but a copy is to be maintained by the contractor in the customer file.

c. ADDITIONAL INVOICING REQUIREMENTS FOR VARIOUS SCENARIOS

i. Combining Gas and Electric Measures to Meet Three Measure Minimum

- (i) For dwelling units where a minimum of three gas measures cannot be installed, DAP will allow contractors to combine both gas and electric measures to meet the three measure minimum. For cases when electric measures are installed, contractor shall include the following additional documentation with the invoice:
 1. Copy of electric IOU Program Application*
 2. Copy of electric IOU Program Assessment Form, or copy of Installation Work Order for electric measure(s)**
 3. * Program Application/Agreement for each electric utility is as follows:
 - a. SCE - EMA Program Application
 - b. PG&E - EPP Certification Form - Income Verification and Customer Commitment
 - c. SDG&E - Customer Agreement
 - d. ** Copy of Program Assessment Form for each electric utility is as follows:
 - e. SCE - EMA Program Home Assessment Form
 - f. PG&E - EPP Certification Form - Home Assessment Form
 - g. SDG&E - In Home Assessment
 4. If CFL's are used as the combined third measure and are installed at the time of assessment, then a copy of the Installation Work Order is not required as long as the CFL installation information is documented on the Program Assessment Form.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

ii. **CARE Post Enrollment Verified (PEV)**

- (i) A screen print of the "Lead" screen showing the CARE Certified/Verified date within the past 12 months of applicant sign date (see below)
- (ii) A partially completed Household Income Worksheet with the following fields completed:
 - 1. "60 years of age or older"
 - 2. "Proof of Disability"
 - 3. Total household occupants
 - 4. Name of owner in the *Household Members* section for owner-occupied dwellings.
 - 5. Note: A copy of the partially completed HIW **does not** need to be provided to the applicant.

iii. **Categorical Eligibility**

- (i) Current proof of a household member on one of the programs listed in SCHEDULE G.

V. SCHEDULE C

A. **GAS COMPANY DOCUMENTS, SIGNATURE REQUIREMENTS, TIME LINES AND DOCUMENTATION REQUIREMENTS.** *Copies of documents/forms are available upon request and may change accordingly.

1. **DAP DOCUMENTS**

- a. **Energy Education and Resource Guide** is distributed to each qualified applicant at the time of program enrollment. Outreach Specialist must review the Energy Education and Resource Guide with the applicant at the time the applicant is signed up for the program.
- b. **DAP Welcome Letter** is distributed to each qualified applicant at the time of program enrollment. Outreach Specialist must review the Welcome Letter with the applicant at the time the applicant is signed up for the program.
- c. **Household Income Worksheet (HIW)** is used by Outreach Specialist to record the number of household members and calculate the total household income. Applicant and Outreach Specialist must sign and date the worksheet. It must be completely filled out and attached to the Customer Agreement. NOTE: only the "Total Household Income" amount may be rounded. An HIW is required for all enrollment types except when household has been qualified by other IOU. If other IOU has done the qualification a copy of other IOU's enrollment is required in lieu of the HIW.
- d. **Customer Agreement** is for So Cal Gas single-family or multifamily units. The document must be completely filled out, including the statistical data section. The owner, tenant (if applicable), and Outreach Specialist must sign and date this document.
- e. **Multi Property Agreement** must be signed and dated by the owner or an authorized representative for multiple unit dwellings where owner signature is not provided on the Customer Agreement form. Individual Customer Agreements must be signed by the tenants prior to any work being performed in the units.
- f. **Notice of Unsatisfactory Condition** must be provided to customer when a hazardous condition is discovered on the premises and may not be corrected immediately by the contractor.
- g. **Assessment Form** (or approved contractor assessment form) is used to identify program services which may be feasible to install in the home. All measures that are not being recommended must include a non-feasibility code on the form.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

- h. **Weatherization Work Order** (or approved contractor work order) is used to identify program services installed in the home.
- i. **Duct Testing and Sealing Work Order** form is used to record duct testing and sealing information when performed as a program measure or for Title 24 compliance.
- j. **CF6R** is used to record duct testing and sealing information for furnace replacements that fall under Title 24 duct testing and sealing requirements.
- k. For cases where Contractor uses approved contractor work order and a unit is leveraged with state funds, then documentation submitted with the agreement/invoice will be either:
 - i. The contractor work order form with the measures being billed to DAP clearly highlighted, or
 - ii. The "DAP Work Order" form specifying the measures being billed to DAP and the words "Leveraged" on the customer signature line. The customer does not need to sign the "DAP Work Order" since the customer signature will be on the approved contractor work order form.
- l. For those cases when a unit is not leveraged with state funds, the customer signature is on an approved contractor work order form and the contractor chooses to submit the "DAP Work Order" form with the agreement/invoice, contractor shall include the words "Customer signature on file" on the customer signature line.
- m. A customer signature shall be required after the installation of weatherization measures to ensure they have been completed to the customers' satisfaction. The location of the signature will depend on the form being used by the contractor (approved contractor work order form or "DAP Work Order" form).
- n. Non-feasibility codes shall be included on any submitted "DAP Work Order" for those SoCalGas eligible measures and specific minor home repairs as stated in Section 7.3.1 of the P&P Manual. At this time, contractors using approved work order forms have the option of recording non-feasibility information by either:
 - i. Using SCG non-feasibility codes, or
 - ii. Providing written detail as to why the measure(s) was not installed.

2. **DAP Signature Requirements**

- a. The applicant and Outreach Specialist must sign and date the Customer Agreement and the Household Income Worksheet where indicated. Payment for Customer Agreements with missing signatures will be disallowed or charged back
- b. An Outreach Specialist's signature verifies that he/she has asked for, reviewed, and documented all household income from all household members. His/her signature also verifies that the applicant has received a DAP Welcome Letter, an Energy Education and Resource Guide, and has received in-home energy education from Outreach Specialist. Additionally, the Outreach Specialist's signature verifies that all customer interaction has been conducted by the DAP certified Outreach Specialist signing the paperwork. The applicant (or authorized representative) must also sign the DAP work order and the DAP Notice of Condition (if issued).
- c. All applicants' signatures must be witnessed if printed, illegible, or an "X" or other mark is used. If printed or illegible signature, one witness is required (Outreach Specialist or installer can be the witness). If an "X" or other mark is used, two witnesses are required (Outreach Specialist can be one witness, and a neutral party must be the other witness). Witnesses must print and sign their full names (initials are not acceptable). All witnesses and applicants must be at least 18 years of age or older.

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- d. Signing an applicant's name or allowing someone other than the applicant to sign applicant's name on any DAP document is considered forgery and will result in immediate de-certification of the individual(s) involved.
 - e. Contractor may obtain via US Mail Multi Property Agreements signed by Legal Property Owner or Legal Property Owner Authorized Representative with the following requirements
 - f. Legal Property Owner or Legal Property Owner Authorized Representative is located outside of Contractor's service territory.
 - g. Contact with Legal Property Owner or Legal Property Owner Authorized Representative is made by a DAP certified Outreach Specialist.
 - h. Acceptable Ownership documentation is provided directly by Legal Property Owner or Legal Property Owner Authorized Representative.
 - i. Outreach Specialist is required to meet with Legal Property Owner or Legal Property Owner Authorized Representative, collect and witness signatures and verify home ownership in person for Legal Property Owner or Legal Property Owner Authorized Representative who live within Contractor's service territory.
3. **Additional requirements**
- a. When a Legal Property Owner is an entity or is not available to sign required DAP forms and Legal Property Owner Authorized Representative will be signing on their behalf, a copy of an acceptable Home Ownership document must be submitted along with any additional documentation that may help establish relationship between owner and representative.
 - i. **Living Trust:**
 - (i) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE: Print the legal owner's name.
 - (ii) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The person named as the trustee signs their name and writes "trustee" over or after their signature.
 - (iii) CAP Riverside is only requiring copies of the page(s) that show the 1) name of the trust and 2) trustees. The entire trust is not required.
 - ii. **Power of Attorney**
 - (i) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE: Print the legal owner's name.
 - (ii) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The person with power of attorney signs their name and writes "POA" over or after their signature.
 - iii. **Management Agreement**
 - (i) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE: Print the legal owner's name.
 - (ii) On the line labeled, AUTHORIZED LEGAL PROPERTY OWNER REPRESENTATIVE'S SIGNATURE: The authorized representative of the property management company must sign their name and include the name of the property management company over or after their signature.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

iv. Property Owned by a Company or Corporation

- (i) If the property is owned by a company or corporation, a letter (on company letterhead) stating the person signing the agreement has authority to sign for the company/corporation is required. A business card with the company/corporation name and the name of the person signing the agreement is also acceptable.

4. Timelines

a. Contractor has:

- i. 30 calendar days from lead creation to enrollment date
- ii. 10 calendar days from enrollment to data entry of customer agreement and assessment workflow steps.
- iii. 45 calendar days from enrollment date to data entry of work order measures.
- iv. 14 calendar days from when the Work Order work flow step is closed to submit accurate paperwork.
- v. 14 calendar days to correct and data enter a non-hazardous fail.
- vi. 24 hours to correct and data enter a hazardous fail.
- vii. 45 calendar days from Wx installation date to complete appliance repair.*
- viii. 45 calendar days from DAP approval notification date for appliance replacement.*
- ix. 14 calendar days from date of appliance repair or replacement to data enter results.
- x. * Appliance repair and replacement not addressed within 45 days of Wx installation date or DAP approval notification date may be given to another contractor. Comments need to be added to enrollment if work is "in progress".

b. Notes concerning time lines

- i. Agreements submitted after the specified time line may not be accepted without the approval of the Energy Programs Manager. Additionally, these agreements will have a negative impact on the Time Line KPI.
- ii. The "clock" does not stop or re-set if an agreement is rejected.

VI. SCHEDULE D

A. DAP ADVERTISING/PROMOTION POLICY FOR CONTRACTORS

1. Direct Assistance Program

a. Advertising/Promotion Policy for Contractors

i. Do's

- (i) Contractor shall use DAP issued ID Badge to identify himself or herself to the customer.
- (ii) Contractor should introduce himself or herself as an employee of "XYZ Agency/Company" and provide them with information pertaining to the Direct Assistance Program, jointly sponsored by Southern California Gas Company (The Gas Company®) and Southern California Edison.
- (iii) Contractor can distribute the Energy Education Packet to qualified customers.

ii. Don'ts

- (i) No unauthorized use of The Gas Company name and/or logo is permitted for advertisement or any promotional applications. The Gas Company name and logo are

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

registered trademarks, protected under trademark laws, and all rights are reserved by the trademark owner.

- (ii) Via the 2005 contract, Contractor shall perform DAP Services as an independent contractor and no principal-agent or employer-employee relationship or joint-venture or partnership shall be created with Company.
- (iii) Use of The Gas Company identity on contractor apparel or business cards is strictly prohibited, in order to prevent potential misrepresentation or the perception of implied endorsement.
- (iv) Per section 3.3.3 in the P&P (Other Work), the contractor is prohibited from selling other services to the customer or charging the customer for any other service.
- (v) Per Section 3.2.1 of the P&P (Promotional Guidelines), only promotional materials approved by the Utility Program Manager may be used to promote participation in the LIEE Program. Any uncertainty as to the use of the Southern California Gas Company name and/or logos, including The Gas Company and SoCalGasSM, in any advertisement or promotional application should be directed to the DAP Energy Programs Manager
- (vi) Any unauthorized use of the Southern California Gas Company name, logos and/or trademarks, including The Gas Company® and SoCalGasSM, may lead to the contractor's termination from the Direct Assistance Program and possible legal action.
- (vii) Note that this provision does not preclude the possibility of requiring a co-payment for the installation of one or more measures, if approved by the utility.

VII. SCHEDULE E

A. OUTREACH SPECIALIST DAP ID BADGE POLICY

1. Outreach Specialists who do not have an "active" ID badge will not be permitted to enroll customers for DAP services. This includes Outreach Specialists who have an ID badge status of "expired".
2. Renewals must be submitted to the DAP office no later than two business days prior to expiration date. Renewals that are submitted after this deadline are subject to a \$50 processing fee (charged to the Wx contractor). Outreach Specialists cannot conduct outreach activities without an active DAP ID badge. All agreements/invoices enrolled by an Outreach Specialist with an "expired" ID Badge (at the time of enrollment) will be rejected and not paid.
3. It is the Contractor's responsibility to ensure that their Outreach Specialist's CSLB HISR is current. Contractor shall notify the Company of relevant changes in the status of an Outreach Specialist's HISR.

B. DAP ID Badge Request Process

1. Please follow the process below when requesting a **NEW** DAP ID badge.
 - a. Email Rosie Magana at rmagana@semprautilities.com and Craig Allen at cdallen@semprautilities.com with the following information:
 - i. Legal Name as it appears on a secondary picture ID, or HISR
 - ii. Copy of secondary picture ID or HISR
 - iii. Badge type (Outreach, Installer, ARRP etc)
 - iv. Copy of Specialist Profile Form if one is not already in file
 - v. Class date or picture file if employee has not attended class yet
 - vi. Hire date
2. **RENEWALS AND REPLACEMENT** badge request should follow the process below.
 - a. Email Rosie Magana at rmagana@semprautilities.com and Craig Allen at cdallen@semprautilities.com with the following information:

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

- i. Legal Name as it appears on a secondary picture ID, or HISR
- ii. Copy of secondary picture ID or HISR
- iii. Current or Expired DAP ID badge number
- iv. Current and active HISR (if required)
- v. Reason for renewal (renewed HISR, or lost, stolen, damaged, etc)
- vi. Copy of Specialist Profile form if one is not already in file

VIII. SCHEDULE F**A. DUCT TESTING AND SEALING**

1. Contractor must be equipped to perform needed duct testing and sealing in accordance with the P&P and Title 24 standards. Contractors shall use the Minneapolis Duct Blaster when performing duct testing.

B. Duct System Fails

1. A duct system that fails the inspection/verification will require the contractor to return to the customer's home and make any necessary corrections to the duct system. All labor or material used during additional visits will be at the contractor's expense.
2. Contractor will be assessed a \$100.00 charge back fee for duct systems that fail inspection/verification. Contractor has the option to contest a fail within fourteen (14) calendar days from the date the inspection results were posted on-line. For these cases, the contractor will be given the opportunity to observe the inspection/verification at the customer's home. Contested fails that are not overturned will result in a second \$100.00 charge back fee assessed to the contractor. Fails that are overturned will result in the contractor receiving a \$100.00 "Duct System Contested Fail - Overturn" fee for compensation.
3. Duct systems that fail inspection/verification two times will result in a meeting with the contractor, inspector/HERS rater and SoCalGas at the customers home to resolve fail and assure duct system meets requirements. Charge back fee of \$100.00 will be assessed to the party (contractor or inspector) at fault and \$100.00 will be credited to the party not at fault.

IX. SCHEDULE G**A. INCOME QUALIFICATION METHODS****1. Methods for Income Qualification**

- a. Outreach Specialists shall utilize the most appropriate income qualification method when enrolling customers and the methods are as follows:
 - i. **Self-Certification**
 - ii. **PRIZM Codes**
 - (i) The HEAT System contains demographic/census type information for each account and customer in the form of a PRIZM Code. The CAP Riverside provides the Contractor the ability to use these codes to identify low income customers in specific areas of the service territory and allowing those customers to enroll into the LIEE program by self-certifying their income.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

- (ii) CAP Riverside will accept Self-Certification documentation for accounts having the following PRIZM Codes

46	52	56	60	64
47	53	57	61	65
48	54	58	62	66
49	55	59	63	

- (iii) Contractor is responsible for identifying those dwelling units that meet the criteria using the HEAT System. The PRIZM Code can be found on the "Lead" workflow step before the DMRI is created.

iii. **CARE Post Enrollment Verified (PEV) Accounts**

- (i) Customer accounts showing a "CARE Certified/Verified" date in the HEAT System within the past 12-months of the applicant sign date do not require income documentation/calculations as income verification was done within the past 12-months by another low-income IOU program.

iv. **Income Qualified by An Overlapping IOU**

- (i) Income documentation and calculations are not required for customers income-qualified for an overlapping electric IOU as long as:
1. The electric IOU Program Application/Agreement enrollment date is on or before the SCG DAP enrollment date.
 2. The electric IOU Program Application/Agreement enrollment date is within the past 12-months of the customer's signature on the Customer Agreement (DAP enrollment date)

v. **Categorical Eligibility**

- (i) Per Decision 06-12-038, utilities are authorized to implement Categorical Eligibility (CE).
- (ii) SoCalGas has determined the following Assistance Programs are eligible for CE:
1. TANF
 2. Cal-Works
 3. LIHEAP
 4. WIC
 5. Food Stamps
 6. Medi-Cal
 7. Healthy Families A and B
 8. Current proof of a household member on one of the above programs is required.
 9. See SCHEDULE G for additional requirements on Categorical Eligibility.

vi. **Full Income Documentation**

- (i) Outreach workers and assessors will use Income Calculation method for participants who do not qualify for Self Certification.
- (ii) The Income Calculation method is determined by the income documentation, not the income source (i.e.: "wages" are an income source and there are multiple ways to calculate income based check stub frequency). All check stubs, bank statements, and rental receipts must be dated within two months from customer sign date. If a pay period is not printed on the payroll check stub(s), customer must certify the pay period with a signed and dated statement written on the copy of the payroll check stub(s). Example: "I, John Smith, certify that this check stub covers a pay period of one week".

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

- (iii) Original eligibility documents (check stubs, bank statements, award letters, mortgage statements etc) are not to be collected. Only copies of eligibility documents should be collected.
- (iv) The utility will periodically audit income documentation retained by the contractor.
- (v) Instructions:

1. Based on household member's income documentation you must first determine their payment frequency and if payment is considered REGULAR. Then you select the formula which you will use to calculate the household member's annual gross income. The number of income documents that must be obtained, may vary depending upon the information on the household members documents.

a. Regular Paycheck Stub

- i. A regular pay check stub must include the following:
- ii. Beginning and ending pay periods (NO CERTIFICATIONS)
- iii. Weekly paycheck stub must represent a minimum of 35 or more hours.
- iv. Bi-weekly and Semi-monthly stubs must represent a minimum of 75 or more hours.
- v. If the number of hours is not displayed, the paycheck stub must have hourly rate and must calculate using the hourly method.
- vi. Paycheck stubs must be dated within one month from sign date.
- vii. If the above criteria are met, income must be calculated using the methodologies below:

HOURLY:

Hourly rate is multiplied by 2080 hours

WEEKLY:

Obtain ONE check stub dated within ONE month from sign date

Multiply gross amount by 52

BI-WEEKLY:

Obtain ONE check stub dated within ONE month from sign date

Multiply by 26

SEMI-MONTHLY:

Obtain ONE check stub dated within ONE month from sign date

Multiply by 24

MONTHLY:

Obtain one check stub dated within two months from sign date

Multiply total gross amount by 12

b. Non Regular Paycheck Stub

- i. When the household member's income documentation does not meet the "REGULAR PAYCHECK STUB criteria, income must be calculated using the methodologies below:

WEEKLY:

Obtain two consecutive check stubs dated within two months from sign date

Add total gross amount

Multiply by 26

BI-WEEKLY:

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

Obtain two consecutive check stubs dated within two months from sign date
 Add total gross amount
 Multiply by 13

SEMI-MONTHLY:

Obtain two consecutive check stubs dated within two months from sign date
 Add total gross amount
 Multiply by 12

MONTHLY:

Obtain one check stub dated within two months from sign date
 Multiply total gross amount by 12

c. State of California Unemployment and/or Disability Benefits:

- i. Obtain one check stub dated within two months from sign date
- ii. Multiply weekly rate by 52

d. Calculating Income When Customer Provides Yearly Documentation (Only Accepted From January 1 – June 30)

- i. Obtain current tax year's filing and any 1099, W-2, Schedule C, etc.
- ii. Use gross income for wages, salaries, and commissions
- iii. Use net profit amount for self employed customers

b. Additional Income Documentation

- i. In addition to the income documentation requirements in Table 2-3 of the Policy and Procedures Manual, the following documentation will also be accepted:
 - (i) Alimony or child support payments- Affidavit from recipient
 - (ii) Disability benefits, foster care payments, unemployment benefits, VA benefits, or specialist's compensation- Bank statement showing direct deposit.
 - (iii) Food stamps- Notice of Action
 - (iv) Pension or 401k payments or withdrawals- Bank statement showing direct deposit
 - (v) Social Security payments- Copy of un-cashed check or current 1099
 - (vi) Bank statements must show source of all deposits
- ii. Affidavits must be hand written (pre-printed forms are not allowed) by the person receiving the income and must include the following:
 - (i) Name of household member receiving income
 - (ii) Contact telephone number
 - (iii) Date affidavit was written
 - (iv) Type of business (Including business name and address)
 - (v) Amount of income
 - (vi) Frequency of income
 - (vii) Printed name and signature of self-employed household member (or employer, if affidavit is for cash employee)
 - (viii) Affidavits documenting cash wages from one employer cannot be used if the employee receives a paycheck stub.
- iii. Although YTD (year to date) is not a calculation method, YTD earnings must be considered when calculating income. For example: If YTD income (from check stub) exceeds the income allowance, customer does not qualify.

2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK

- iv. If income tax returns are used, a copy of the current signed and dated federal income tax filing showing gross annual income, and copies of any 1099's, W-2's, Schedule C's etc are required. Additionally, federal income tax filings and 1099's are only accepted from January 1st through June 30th, and only for the current tax year.
- v. It is the responsibility of the contractor to ensure that only approved income and or ownership documentation is used to determine customer eligibility. In the event that unapproved income, ownership documentation is submitted, payment may be disallowed.

X. SCHEDULE H

A. CATEGORICAL ELIGIBILITY

1. Description

- a. Customers may be eligible to participate in the Low Income Energy Efficiency (LIEE) program (SCG DAP) under Categorical Eligibility. With proof of current participation of a household member, in any one of the following Local, State, or Federal assistance programs the customer is eligible for SCG LIEE enrollment.

Program	Documentation Needed
TANF (AFDC) or Cal-Works	Award letter, Notice of Action or letter from welfare office and/or ID card. Or, with customer's approval, a screen print from the issuing agency showing current benefits or the caseworker will fax information as designated by the customer (to the outreach entity or the utility).
LIHEAP	Proof of direct payment to the utility (from CSD, CBO or line item on monthly bill) or a copy of CSD Energy Intake Form (CSD 43) showing customer has been qualified for LIHEAP services (from CSD or CBO).
WIC	WIC Authorization Folder (WAF) with ID Number. (The Authorization Folder has the date of their scheduled appointments. Customer is not able to receive benefits without the folder or proof of current monthly appointment.)
Food Stamps	Award Letter, Notice of Action or letter of eligibility. Or, with customer's approval, a screen print from the issuing agency showing current benefits or the caseworker will fax information as designated by the customer (to the outreach entity or the utility).
Medi-Cal	Letter of eligibility and/or ID card. Or, with customer's approval, a screen print from the issuing agency showing current benefits or the caseworker will fax information as designated by the customer (to the outreach entity or the utility).
Healthy Families A and B <u>Note:</u> Plan "C" does not qualify for categorical enrollment	Current Welcome Letter and program ID card. The Welcome Letter should have a date of when the program participation began.

B. Policy:

1. Proof of current participation must be the most current document from the issuing agency and must be dated within the previous 12 months.
2. Default to other enrollment method if proof of participation in the program(s) listed above is not the most current or is unavailable.
3. The 10 year rule still applies and assessment of property is still required.

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

**2013 Southern California Gas Company #5660025401
Maximum Reimbursement Rates for Weatherization**

SERVICE TYPE		MAXIMUM REIMBURSEMENT	FREQUENCY
Enrollment	Customer is enrolled in ESAP by another Investor Owned Utility (IOU) and no income-documentation is required for SCG enrollment.	\$26.00	One per home
	Customer is not enrolled in ESAP Program by another IOU- Self Certification	\$42.00	
	Customer is enrolled in ESAP through the Full Documentation process	\$46.00	
Assessment	Assessment for all Gas Measures	\$20.00	One per home
HE Clothes Washer Assessment	Assessment for HE Clothes Washer- Complete clothes washer assessment form. Home must have an operational clothes washer and dryer.	\$5.00	One per home
Program Services Declined	Program Services Declined- Document and data entry of customer unwilling or unable to participate.	\$4.00	One per home and only when customer is NOT enrolled
Energy Education	Reimbursement is provided only if contractor is not billing another IOU for the same service. (Standard)	\$15.00	One per home
	Reimbursement for homes where customer is enrolled in ESAP by another IOU at the same time. (Leveraged)	\$7.50	

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Income Re-Certification	Admin and program support services (includes processing, data entry, back office support and invoicing)	\$20.00	One per home
	Customer is enrolled in ESAP through the Full Documentation process	\$42.00	
	Customer enrolled in ESAP through the Self-Certification/Categorical process	\$26.00	
Admin/Program Support	Admin and program support services (includes processing, data entry, back office support and invoicing)	\$10.00	One per home
	Processing fee (administrative fee for processing enrollment and assessment paperwork)	\$5.00	

WEATHERIZATION FEES	UNIT	MAXIMUM REIMBURSEMENT
Crew Trip Fee - Applies only to work orders enrolled by a different contractor where weatherization services are not feasible.	Per Home- Cannot be charged in conjunction with "Crew Trip Fee" below.	\$67.80
Crew Trip Fee- Applies only to dwellings that received water measures only (Outreach and Installation completed by same contractor)	Per Home- Cannot be charged in conjunction with "Crew Trip Fee" above.	\$33.90

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

WEATHERIZATION MEASURES/SERVICES	UNIT	VARIABLE COSTS	LABOR	MAXIMUM REIMBURSEMENT
Air Conditioner Cover (Window/Wall)	Each			\$35.50
Appliance Closet Door Latch	Each			\$16.25
Appliance Closet Door Weatherstripping-Foam Tape	Each			\$10.75
Appliance Closet Door Weatherstripping – Rigid Gasket	Each			\$43.75
Attic Access Cover	Each			\$29.75
Attic Access New (includes cover)	Each			\$70.00
Attic Access Weatherstripping	Each			\$10
Attic Insulation	Per Sq. Ft.	\$1.06 Per Sq. Ft.		Varies
Attic Insulation - R13 (Knee wall)	Per Sq. Ft.	\$0.62 Per Sq. Ft.		Varies
Caulking- (Maximum of 100' without CAP approval)	Per Lin. Ft.	\$0.37 Per Lin. Ft.		Varies
Combustion and Ventilation Air (CVA)	Each Appliance			\$58.25
Door - 24", 28", 30", 32", & 36", Solid Core	Each			\$101.00
Door - 34" & 42" Solid Core,	Each			\$160.75
Door, Deadbolt	Each			\$33.50
Door- Louvered	Each			\$124.00
Door—Half Lite	Each			\$160.75
Door Handle	Each			\$5.25
Door Hinges, locking pin	Each			\$12.00
Door Hinges, loose pin	Each			\$9.75
Door Hinges, spring	Each			\$16.75
Door jamb stock including caulking	Per Lin. Ft.	\$2.54 Per Lin. Ft.	\$25.42	Varies

2013 SOUTHERN CALIFORNIA GAS COMPANY

#5660025401

SCOPE OF WORK

Door, Lockset	Each			\$33.50
Door, Lockset Brace (1 per door)	Each			\$35.25
Door or window casing including caulking	Per Lin. Ft.	\$0.63 Per Lin. Ft.	\$16.95	Varies
Door Shoe	Each			\$18.50
Door Specialty	Each	Cost + 10%	\$33.90	Varies
Door Stop including caulking	Per Lin. Ft.	\$0.51 Per Lin. Ft.	\$8.48	Varies
Door, Striker plate, regular	Each			\$6.50
Door, Striker plate, safety	Each			\$6.75
Door Sweep	Each			\$18.50
Door Threshold	Each			\$20.50
Double door slide bolt	Each			\$11.25
Dryer Venting - Opening With Vent	Each			\$58.25
Dryer Venting - Vent Only	Each			\$21.25
Duct Repair – in conjunction with attic Insulation	Each			\$20.75
Evaporative Cooler Register Cover	Each			\$35.50
Exhaust Venting (Kitchen/Bath) - Opening With Vent	Each			\$58.25
Exhaust Venting (Kitchen/Bath) - Vent Only	Each			\$21.50
Exhaust Venting Mobile Home (Kitchen)	Each			\$58.25
Faucet Aerator (Kitchen/Bath)	Each			\$6.50
Faucet Aerator Adapter	Each			\$6.50
Flex Connector (done in conjunction with Standing Pilot Retrofit Kit)	Each			\$23.75
Furnace Clean and Tune	Each			\$56.50
Furnace Filter (done in conjunction with Furnace Clean and Tune)	Each			\$10.50

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Glass: D.S. or S.S. including glazing compound. (Per sash)	Per Sq. Ft.	\$2.54 Per Sq. Ft	\$42.38.	Varies
Glass: Specialty	Each	Cost + 10%	\$42.38	Varies
Glass: Tempered or Polycarbonate including glazing compound. (Per sash)	Per Sq. Ft.	\$4.00 Per Sq. Ft.	\$42.38	Varies
Glass Replace-Louvered (jalousie) Windows (Glass panel)	Each			\$10.00
Glazing Compound per window-from corner to corner (At least one entire edge)	Per Window			\$11.00
Hand Held Showerhead	Each			\$34.00
Line Valve (done in conjunction with Standing Pilot Retrofit Kit)	Each			\$23.75
Low Flow Showerhead	Each			\$16.75
Natural Gas Appliance Testing (NGAT) – Leveraging Fee (per home)	Per Home			\$1.00
Natural Gas Appliance Testing (NGAT)- (per home)	Per Home			\$28.50
Roof Mastic (in conjunction with dormer or mushroom vent)	Per Home			\$12.25
Seal FAU Platform (Caulking Around Base)	Each			\$17.00
Showerhead Diverter Valve	Each			\$33.25
Shower Adapter	Each			\$5.25
Silicone Caulking (crack or bb hole)	Each			\$9.75
Standing Pilot Retrofit Kit (Requires C20 License)	Each			\$277.00
Switch & Outlet Gaskets & Covers	Per Home			\$9.00
Thermostatic Shower Valve	Each			\$39.62
Vent Screen	Each			\$9.75
Vent – Eave	Each			\$19.75

**2013 SOUTHERN CALIFORNIA GAS COMPANY
#5660025401
SCOPE OF WORK**

Wall Repair – Utility Penetration	Per Home			\$10.25
Wall Repair (stucco patch or plywood)	Per Home			\$40.50
Wall Repair (tape joint compound, plaster)	Per Home			\$37.75
Water Heater Blanket – Central	Each			\$85.75
Water Heater Blanket– Individual	Each			\$51.00
Water Heater Pipe Insulation	Each			\$19.75
Weatherstripping – Attic Access	Each			\$10.75
Weatherstripping & Caulking-rigid gasket	Each			\$43.75
Weatherstripping- Foam Tape/V-Strip	Each			\$10.75
Window Set Assembly	Each	Cost + 10%	\$50.86	Varies
Duct Testing (includes Admin fee)	Per Appliance			\$133.00
Duct Sealing - 60 minutes or less	Per Appliance		Duct Sealing is limited to one fee per appliance and only if duct system has been sealed.	\$113.00
Duct Sealing - 61-90 minutes	Per Appliance			\$170.00
Duct Sealing - greater than 90 minutes	Per Appliance			\$226.00
Duct Board Installation	Per Appliance			\$61.25