

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



ITEM
3.15
(ID # 7962)

MEETING DATE:

Tuesday, September 25, 2018

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM PUBLIC HEALTH/ COMMUNITY ACTION PARTNERSHIP: Professional Master Service Agreements for Weatherization Services with Builder Services Group, Inc. dba TruTeam of California, Reliable Energy Management, Inc., and WSCL, Inc., Three Years [District: All] [Total Cost \$7,500,000 (\$2,500,000 annually) – 100% Federal Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Master Service Agreements for Weatherization Services with (a) Builder Services Group, Inc. dba TruTeam of California for an annual amount not to exceed \$1,000,000, (b) Reliable Energy Management, Inc. for an annual amount not to exceed \$1,000,000, and (c) WSCL, Inc. for an annual amount not to exceed \$500,000 through June 30, 2019 with two one-year options to renew, and authorize the Chairman of the Board to execute the agreements on behalf of the County of Riverside.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding as approved by County Counsel to: sign amendments that do not change the substantive terms of the agreements, exercise the options to renew annually for up two (2) additional one-year periods, and sign amendments to the compensation provisions that do not exceed the annual CPI rates.


ACTION: Policy


Kim Saruwatari, Director of Public Health 9/10/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: September 25, 2018
xc: RUHS-Public Health, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,500,000	\$ 2,500,000	\$ 7,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment: No	
			For Fiscal Year: 18/19-20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside University Health System - Public Health/ Community Action Partnership administers energy and weatherization programs that assist low-income families residing in Riverside County. The various funding sources allocate monies to these energy/weatherization programs in increments throughout the year. These funds are allocated to assist low-income consumers with repairing or replacing heating/cooling/water heater appliances to address health and safety issues; replacing refrigerators, doors, and windows; installing weather-stripping, mechanical ventilation, and other weatherization measures that contribute to high energy consumption. In addition to correcting health and safety issues, repairs, replacements, and installations, the funding contributes to an overall improvement in energy efficiency of the home that helps to reduce energy costs for our low-income constituents.

Impact on Citizens and Businesses

The Energy and Weatherization Program services low income populations by providing installation of energy conservation measures designed to reduce energy costs and to ensure any health and safety are addressed for those living in the home. Also, it provides employment opportunities through the use of local subcontractors and contributes to the health of the environment by reducing carbon emissions through the repair/replacement of inefficient or malfunctioning appliances, Warm-Air Heating, Ventilation and Air Condition systems, windows and other feasible weatherization measures.

SUPPLEMENTAL:

Additional Fiscal Information

No County General Funds will be required. Funds will be distributed as follows:

	TruTeam of Ca.	Reliable Energy Management	WSCL	TOTAL
FY 18/19	\$1,000,000	\$1,000,000	\$500,000	\$2,500,000
FY 19/20	\$1,000,000	\$1,000,000	\$500,000	\$2,500,000
FY 20/21	\$1,000,000	\$1,000,000	\$500,000	\$2,500,000
TOTAL	\$3,000,000	\$3,000,000	\$1,500,000	\$7,500,000


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

Contract History and Price Reasonableness

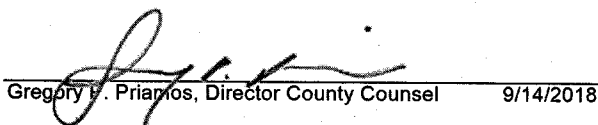
County Purchasing released a Request for Qualification (RFQu) CAARC-049 on Public Purchase. Twenty-Six vendors were invited to participate in the bid, thirteen vendors downloaded the RFQu and six vendors submitted their response to the RFQu. The responses were reviewed by the evaluation team consisting of Community Action Partnership, and each response was evaluated based on the criteria set forth in the RFQu, overall response to the RFQu requirements, bidders experience and ability to provide weatherization services, references, financial and overall compliance with the provisions of the RFQu. It was determined that Builder Services Group, Inc. dba TruTeam of California, Reliable Energy Management, Inc., and WSCL, Inc. as most responsive responsible bidders that can meet all of the requirements.

ATTACHMENTS:

- A. Professional Master Service Agreement for Weatherization Services between County of Riverside and Builder Services Group, Inc. dba TruTeam of California
- B. Professional Master Service Agreement for Weatherization Services between County of Riverside and Reliable Energy Management, Inc.
- C. Professional Master Service Agreement for Weatherization Services between County of Riverside and WSCL, Inc.


Teresa Summers, Director of Purchasing 9/12/2018


Melissa Noone, Associate Management Analyst 9/18/2018


Gregory F. Priamos, Director County Counsel 9/14/2018

PROFESSIONAL MASTER SERVICE AGREEMENT

for

WEATHERIZATION SERVICES

between

COUNTY OF RIVERSIDE

and

BUILDER SERVICES GROUP, INC. dba TRUTEAM OF CALIFORNIA



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This agreement (Agreement), made and entered into _____ this day of _____, 2018, by and between Builder Services Group, Inc., a State of Florida corporation, dba TruTeam of California (herein referred to as "SUBCONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, (herein referred to as "COUNTY" or "CAP"). The parties agree as follows:

1. Interpretation

For the purposes of this Agreement, the word "Contractor" in the referenced documents shall refer to COUNTY for work elements to be performed by COUNTY, and shall refer to "Subcontractor" for work elements assigned to the SUBCONTRACTOR under the terms of this Agreement. In the event of conflict between these documents and this Agreement, the terms of this Agreement shall apply.

2. On-Line Access

All of the California State Community Services and Development Department (CSD) compliance documents are available on-line on the CSD web site at: <http://www.providers.csd.ca.gov>. (On-line registration is required for access to the CSD web site.)

3. Description of Services

3.1 SUBCONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

3.2 SUBCONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBCONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

3.3 SUBCONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the SUBCONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. SUBCONTRACTOR is not to perform services or provide products outside of the Agreement.

3.4 Acceptance by the COUNTY of the SUBCONTRACTOR's performance under this Agreement does not operate as a release of SUBCONTRACTOR's responsibility for full compliance with the terms of this Agreement.

4. Period of Performance

This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2019, with options to renew for two (2) additional years in one (1) year increments, unless terminated earlier. SUBCONTRACTOR shall commence performance upon signature of this

Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

5. Compensation

5.1 The COUNTY shall pay the SUBCONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to SUBCONTRACTOR shall not exceed one million dollars (\$1,000,000) annually including all expenses. COUNTY shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY is not responsible for any costs incurred by the SUBCONTRACTOR for the replacement of substandard materials and /or any work of SUBCONTRACTOR's expenses related to this Agreement. Any work completed without approval by COUNTY is subject to disallowance.

5.2 The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. SUBCONTRACTOR must provide the procurement officer clear and convincing evidence that all of the following conditions exist:

- a) The increase is the result of increased costs at the manufacturer's level and not costs under the SUBCONTRACTOR's control, and that;
- b) The increase will not produce a higher profit margin for the SUBCONTRACTOR than that on the original contract, and that;
- c) The increase affects only certain items that are clearly identified by the COUNTY. For a list of these item, refer to all HVAC repair/replacement related materials and supplies in the price list, Exhibit B.

No retroactive price adjustments will be considered. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

5.3 COUNTY will compensate the SUBCONTRACTOR per unit of service as set forth in the written work order for the dwelling unit.

- a) To request payment, SUBCONTRACTOR shall submit the Subcontractor Payment Request form, attached hereto as Exhibit C, following the Instructions for Contractor Reimbursement Request form, attached hereto as Exhibit D. 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 Subcontractor Payment Request.

b) In order to receive payment in a timely manner, SUBCONTRACTOR shall submit invoices to COUNTY post approval of final inspection.

c) COUNTY shall pay invoice within thirty (30) business days from the date final invoice is submitted.

d) All submissions will be received in the COUNTY office, addressed to:

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

5.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBCONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

6. Financial Resources

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

7. Alteration or Changes to the Agreement

7.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance

under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7.2 Any claim by the SUBCONTRACTOR for additional payment related to this Agreement shall be made in writing by the SUBCONTRACTOR within 30 days of when the SUBCONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the SUBCONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the SUBCONTRACTOR pursuant to the claim. Nothing in this section shall excuse the SUBCONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

8. Termination

8.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the SUBCONTRACTOR stating the extent and effective date of termination.

8.2 COUNTY may, upon five (5) days written notice terminate this Agreement for SUBCONTRACTOR's default, if SUBCONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

8.3 After receipt of the notice of termination, SUBCONTRACTOR shall:

- a) Stop all work under this Agreement on the date specified in the notice of termination; and
- b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

8.4 After termination, COUNTY shall make payment only for SUBCONTRACTOR's performance up to the date of termination in accordance with this Agreement.

8.5 SUBCONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by SUBCONTRACTOR; or in the event of SUBCONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, SUBCONTRACTOR shall not be entitled to any further compensation under this Agreement.

8.6 If the Agreement is federally or State funded, SUBCONTRACTOR cannot be debarred from the System for Award Management (SAM). SUBCONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

8.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

9. Ownership/Use of Contract Materials and Products

The SUBCONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by SUBCONTRACTOR for which SUBCONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. SUBCONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

10. Conduct of Subcontractor

10.1 The SUBCONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBCONTRACTOR's performance under this Agreement. The SUBCONTRACTOR further covenants that no person or Subcontractor having any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. The SUBCONTRACTOR agrees to inform the COUNTY of all the SUBCONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

10.2 The SUBCONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the SUBCONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

10.3 The SUBCONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

11. Inspection of Service; Quality Control/Assurance

11.1 COUNTY will perform one hundred percent (100%) inspection of completed work for compliance with the terms of this Agreement. SUBCONTRACTOR must complete all work to the satisfaction of COUNTY before receiving payment.

11.2 The SUBCONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the SUBCONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by SUBCONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the SUBCONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the SUBCONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to SUBCONTRACTOR any costs incurred by the COUNTY because of the SUBCONTRACTOR's failure to perform.

11.3 SUBCONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate SUBCONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the SUBCONTRACTOR.

12. Independent Contractor/Employment Eligibility

12.1 The SUBCONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBCONTRACTOR (including its employees, agents, and Subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any

retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and SUBCONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBCONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

12.2 SUBCONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. SUBCONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. SUBCONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

12.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

12.4 SUBCONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. SUBCONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. SUBCONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless SUBCONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to SUBCONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. SUBCONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

12.5 SUBCONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that

they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If SUBCONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, SUBCONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

12.6 SUBCONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

13. Subcontract for Work or Services

No contract shall be made by the SUBCONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the SUBCONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

14. Disputes

14.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The SUBCONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

14.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

15. Licensing and Permits

SUBCONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code and those outline

in Exhibit A, Scope of Services, of this Agreement. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBCONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

16. Use By Other Political Entities

The SUBCONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the SUBCONTRACTOR; and COUNTY shall in no way be responsible to SUBCONTRACTOR for other entities' purchases.

17. Non-Discrimination

SUBCONTRACTOR shall not be discriminated in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

18. Records and Documents

18.1 The SUBCONTRACTOR 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 SUBCONTRACTOR shall maintain these records for five (5) years after final payment has been made or until all pending County, state, and federal audits, if any, are completed, whichever is later. SUBCONTRACTOR must obtain written approval from COUNTY before destruction of any records pertaining to this Agreement.

18.2 SUBCONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or County of Riverside agency, a copy of this Agreement and such books, documents and

records as are necessary to certify the nature and extent of the SUBCONTRACTOR's costs related 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.

19. Confidentiality

19.1 The SUBCONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, Subcontractors or suppliers in advance of official announcement.

19.2 The SUBCONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The SUBCONTRACTOR shall not use such information for any purpose other than carrying out the SUBCONTRACTOR's obligations under this Agreement. The SUBCONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The SUBCONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

20. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with SUBCONTRACTOR in connection with this Agreement.

21. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

County of Riverside

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

Builder Services Group, Inc.

TruTeam of California
475 Rivera Street, #D
Riverside, CA 92501

22. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

23. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBCONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBCONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the SUBCONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If SUBCONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. SUBCONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

24. Hold Harmless/Indemnification

24.1 SUBCONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBONTRACTOR, 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. SUBCONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

24.2 With respect to any action or claim subject to indemnification herein by SUBCONTRACTOR, SUBCONTRACTOR 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 SUBCONTRACTOR indemnification to Indemnitees as set forth herein.

24.3 SUBCONTRACTOR'S obligation hereunder shall be satisfied when SUBCONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

25. Insurance

25.1 Without limiting or diminishing the SUBCONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, SUBCONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the SUBCONTRACTOR has employees as defined by the State of California, the SUBCONTRACTOR shall maintain statutory 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. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBCONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability 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.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then SUBCONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not 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. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) 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 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.

2) The SUBCONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, SUBCONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which

guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) SUBCONTRACTOR shall cause SUBCONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, showing such insurance is in full force and effect. Further, thirty (30) days written notice shall be given to the County of 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 the County of 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 coverage's set forth herein and the insurance required herein is in full force and effect. SUBCONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the SUBCONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBCONTRACTOR has become inadequate.

6) SUBCONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) SUBCONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

26. Commercial Crime Coverage (Fidelity Bond)

Prior to any disbursements, the SUBCONTRACTOR agrees that its insurer shall forward to COUNTY an assurance that all persons working on behalf of the SUBCONTRACTOR are covered by a fidelity bond that shall include coverage or substantial equivalents to Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud. SUBCONTRACTOR'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 COUNTY in the event that the bond is canceled or adequate coverage has been obtained. If the SUBCONTRACTOR fails to obtain or assure COUNTY of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by COUNTY.

27. Debarment and Suspension

SUBCONTRACTOR shall review, sign, and return the Certification Regarding Debarment, Suspension and Related Matters form, Exhibit E, which is attached hereto and incorporated herein by this reference.

28. Certification Regarding Lobbying

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

29. Drug Free Workplace Certification

SUBCONTRACTOR shall review, sign and return the Drug Free Workplace Certification form, Exhibit G, which is attached hereto and incorporated herein by this reference.

30. Child Abuse Reporting

SUBCONTRACTOR shall establish a procedure acceptable to COUNTY 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.

31. Sanctions

Failure by the SUBCONTRACTOR 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. County Purchasing may also:

- a) Afford the SUBCONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of COUNTY; and/or
 - b) Discontinue reimbursement to the SUBCONTRACTOR for, and during the period in which the SUBCONTRACTOR is in breach, the reimbursement of which the SUBCONTRACTOR shall not be entitled to recover later; and/or
 - c) Withhold funds pending a cure of the breach; and/or
 - d) Offset against any monies billed by the SUBCONTRACTOR but yet unpaid by COUNTY.
- COUNTY shall give the SUBCONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

32. Lead Hazard (Pre-1979 Buildings)

In Pre-1979 dwellings, SUBCONTRACTOR is to proceed as though a lead hazard exists, performing in a manner to protect against that hazard in accordance with CSD Lead Safe Weatherization and EPA Renovations Rules.

33. General

33.1 SUBCONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

33.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

33.3 In the event the SUBCONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the SUBCONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the SUBCONTRACTOR.

33.4 SUBCONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

33.5 SUBCONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The SUBCONTRACTOR warrants that it has good title to all materials or products used by SUBCONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

33.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

33.7 The COUNTY agrees to cooperate with the SUBCONTRACTOR in the SUBCONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the SUBCONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

33.8 SUBCONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. SUBCONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBCONTRACTOR shall comply with the more restrictive law or regulation.

33.9 SUBCONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

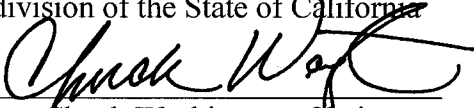
33.10 SUBCONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

33.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

33.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

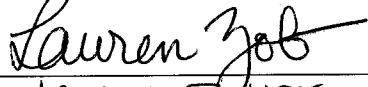
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors

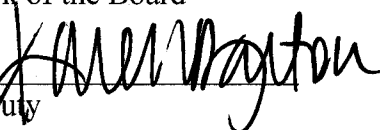
Dated: SEP 25 2018

Builder Services Group, Inc dba TruTeam of California

By: 
Name: Lauren Zohar
Title: Risk & Contracts Manager

Dated: 8/28/18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

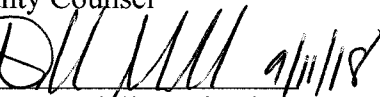
By:  9/11/18
Danielle Maland,
Deputy County Counsel

EXHIBIT A**SCOPE OF SERVICE****A. General Weatherization Services**

1. COUNTY provides weatherization services for low-income, single and multi-family households located in Riverside County service territory. Clients served include both owners and renters who meet income eligibility requirements.
2. By providing weatherization services, COUNTY aims to:
 - a. Reduce energy consumption by installing weatherization measures and related repairs which improve the overall energy efficiency of the home; and
 - b. Enhance client health and safety by providing adequate ventilation, safety functioning of combustion appliances, proper zonal pressures and smoke/carbon monoxide detectors.
3. A certified Assessor will conduct a weatherization assessment on each household which served as the scope of work for the job.
4. Weatherization services shall be provided to low-income individuals and families in support of the following programs:
 - a. U.S. Department of Health and Human Services Low-Income Home Energy Assistance Program (LIHEAP) weatherization assistance services;
 - b. The U.S. Department of Energy Weatherization Assistance Program (DOE WAP);
 - c. The Low-Income Weatherization Program (LIWP) allocated through the State of California Greenhouse Gas Reduction Fund (GGRF); and
 - d. Other Energy/Water Efficiency Programs similar to above that CAP may be receiving.

B. Specifications Summary

1. Material shall be installed in accordance with the specifications and policies outlined in the Weatherization Installation Standards (WIS), the Weatherization Field Guide (FG), State and local law, and 10 CFR 440 Appendix A, Standards for Weatherization Material. Bidding Subcontractors must be able to provide all measures – labor and materials – specified in the Weatherization Measure Matrix in accordance with all applicable federal, state, County, and local standards and specifications. All prices are for weatherization measures installed according to industry and program standards and include labor, material, job site cleanup, overhead, and all other costs. Prices should reflect all costs associated with the Subcontractor's delivery, installation, and administration of the weatherization program.

All materials used in the weatherization program must meet the specification of the various funding authorities.

C. Process of Job Completion

1. Outreach and Assessment: COUNTY will be responsible for client outreach, intake and assessment and for identifying the measures to be performed.
2. Subcontractor Tasking: COUNTY will develop a Work Order (WO) for each dwelling detailing the measures identified through the Weatherization Assessment; this WO is the direction to the SUBCONTRACTOR for effort to be accomplished. SUBCONTRACTOR will accept WO, complete pricing and submit back to COUNTY for approval before beginning any work. COUNTY will provide the SUBCONTRACTOR with assigned WO's as available.
3. Award of Work orders: The number of WO's assigned to a SUBCONTRACTOR under this Agreement will be determined solely by COUNTY.
 - a. SUBCONTRACTOR shall not perform any measures on any WO which violates subcontract Terms and Conditions, **including those which would cause the total allowable cost to be exceeded**, (see Exhibit A and B); or any measures deemed non-feasible.
 - b. As soon as such an issue is discovered, the issue is to be brought to the attention of the COUNTY Program Manager for resolution and written direction before proceeding with any additional work on the WO.
4. Change Request via Amended Work Order: In the event that SUBCONTRACTOR visits dwelling and discovers additional measures not covered on WO, SUBCONTRACTOR must submit a Change Request via Amended Work Order (AWO) with updated pricing for COUNTY's approval. AWO document will be submitted to COUNTY for approval by Lead Inspector and Energy Division Manager. Change Request work cannot be completed without COUNTY's approval.
5. Inspection: COUNTY will perform 100% inspection of completed work for compliance with the terms of this Agreement.
 - a. SUBCONTRACTOR must complete all work to the satisfaction of COUNTY before receiving payment.
 - b. Any items identified on inspection as incomplete by SUBCONTRACTOR, that are not remedied through process of Inspection Corrections (see below), and completed In-House by COUNTY will be reimbursed to COUNTY against SUBCONTRACTOR final invoice.

6. Inspection Corrections: COUNTY will identify all necessary corrections on properties at time of initial inspection and forward to SUBCONTRACTOR for remediation. SUBCONTRACTOR is required to inform COUNTY of scheduling of identified corrections. COUNTY will verify corrections by Correction Verification appointment, to be scheduled with Sub for day Sub is scheduled to finalize corrections, onsite.
 - a. Sub has 5-business days to either complete corrections, or inform COUNTY of necessity for additional time to complete corrections.
 - b. In the event additional corrections remain post meeting for onsite Correction Verification appointment and/or if Sub fails to schedule Correction Verification appointment with COUNTY, COUNTY will complete a follow-up inspection and a \$25 fee will be charged against Sub final invoice for each additional follow-up inspection.
7. File Submission: SUBCONTRACTOR agrees to follow all procedures that identify how to properly complete and submit all required paperwork and billing files, according to policy and procedures attached hereto as Exhibit H, Subcontractor Billing Procedure.

D. General Requirements

1. Satisfactory Completion: SUBCONTRACTOR is responsible for verifying all measures have been completed satisfactorily in compliance with the terms of this Agreement. The cost of this verification is not separately reimbursable and is to be included in SUBCONTRACTOR's loaded labor rate for measures performed. COUNTY reserves the right to determine what constitutes the satisfactory completion of the work performed by SUBCONTRACTORS under this contract, and to require reasonable corrections or additional work above and beyond that which might be required by governing building codes.
2. Permitting: SUBCONTRACTORS will apply for and obtain permits with the appropriate jurisdiction for all work performed under this contract in accordance with local jurisdiction and program guidelines requiring a permit, e.g., roofing, windows, insulation. SUBCONTRACTORS shall arrange for inspections by appropriate local entities and ensure that final inspections are satisfactorily completed and documented.
3. Lead Safe Work Practice and EPA Renovator Certification: Participating SUBCONTRACTORS and all crew members performing work on a WO from COUNTY must attend training and receive certification in Lead Safe Work Practices (LSWP) and EPA Renovator. Individuals who are not certified will not be permitted to supervise and/or work on the homes to be weatherized. COUNTY reserves the right to require recertification of LSWP/EPA of any of Subcontractors'

employees or those individuals who perform work or services for Subcontractor on a WO from COUNTY.

4. Warranty

- a. SUBCONTRACTOR hereby warrant its work against all deficiencies and defects in workmanship and materials for the full term required by applicable law or the term that is given by the suppliers or manufacturers of any materials involved, but in no event less than one (1) year and or outlined by WIS, Field, and CSD from the date of substantial completion of each Job.
- b. SUBCONTRACTOR shall at its own cost and expense promptly amend and make good any defective workmanship and materials to the entire approval and acceptance of COUNTY. Additional cost incurred (mileage, crew hourly wage, additional material, etc.), will be made at the expense of SUBCONTRACTOR.
- c. In the event COUNTY must remedy defects or make changes, COUNTY may offset against any sums due or to become due to the SUBCONTRACTOR cost incurred.

5. Subcontract Management and Oversight: COUNTY is responsible to the CSD for performance of the all LIHEAP, ECIP and DOE Weatherization contracts and their use for clients in Riverside County. COUNTY will perform oversight integration of SUBCONTRACTOR efforts with in-house efforts in a manner to ensure that all work performed on behalf of COUNTY follows CSD guidelines, Weatherization installation Standards (WIS), Field Guide and State/Local Building Safety Codes; is cost effective and conducted in a business-like manner at all times providing maximum client benefit derived from this Agreement and that the terms and conditions of the underlying Agreements are fully met. COUNTY shall provide consultation and technical assistance in carrying out the terms of this Agreement. COUNTY will provide oversight of SUBCONTRACTOR efforts to include regular management reviews, review of documentation and other efforts deemed necessary to obtain quality subcontract performance. COUNTY will provide clarification of any Agreement terms and conditions as requested by SUBCONTRACTOR, as well as updated information provided by funding source directly related to contractual performance and services.

6. Subcontractor Licensing Requirements:

- a. Possess and maintain an active Class "B" General Building Contractor License, issued by the Contractors' State License Board (CLSB) in the name of the agency/qualifying individual;
 - 1) Fulfill the requirement of, and receive certification pursuant to the Toxic Substances Control Act (TCSA). Section 402;
 - 2) SUBCONTRACTOR is responsible for ensuring that all Subcontractors have an active licensing and are in good standing for the duration of this Agreement; and
 - 3) SUBCONTRACTOR shall notify COUNTY when any changes in licensing occur.

- 4) Special licensing may also be required for the installation and or repair of appliances, space heaters, water heaters, solar, and Central HVAC units, if two or more weatherization measures are not installed in a single units. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require s C-10 license.
- 5) Possess all applicable licenses ae required by the CSLB to carry out the installation and or repairs of Central HVAC Systems, Furnaces and Boilers.
- 6) By acceptance of a Work Order SUBCONTRACTOR acknowledges their responsibility to comply accordingly with this Agreement installation and or repairs.

b. SUBCONTRACTOR whose work potentially disturbs lead paint shall be an EPA Certified Firm and have EPA Certified Renovators on staff.

E. Completion Timelines

1. SUBCONTRACTOR has 5-business days from date of receipt to complete and submit priced WO's back to COUNTY.
2. SUBCONTRACTOR has 30-days (1-month) to complete all measures identified on WO and Submit Statement of Work File (SOW) back to COUNTY for scheduling of Final Inspection. Failure to submit SOW before 30-day without proper justification can result in COUNTY rescinding job and payment for any measures installed.
 - a. Proper justification for extended job timelines must be submitted to COUNTY prior to 30-day deadline, and is the responsibility of SUBCONTRACTOR to monitor and control.
3. SUBCONTRACTOR will communicate with COUNTY to coordinate post-inspection, Correction Verification appointments as necessary.
4. SUBCONTRACTOR has 5-business days to complete Inspection Corrections or inform COUNTY of necessity for additional time by providing documented justification.
5. COUNTY will process completed files for billing within 30-business days after final invoice is requested and received. SUBCONTRACTOR reserves the right to contact COUNTY at any point following the 30-business day timeline of final invoice submission to inquire about payment status.

Note: Failure to complete assigned dwellings within the required time frames may result in fewer job assignments or even work stoppage, current assignments being reassigned, and/or contract termination.

F. Certifications and Training

1. Lead Safe Work Practice and EPA Renovator Certification: Participating SUBCONTRACTORS and all crew members performing work on a WO from COUNTY must attend training and receive certification in Lead Safe Work Practices (LSWP) and EPA Renovator. Individuals who are not

certified will not be permitted to supervise and/or work on the homes to be weatherized. COUNTY reserves the right to require recertification of LSWP/EPA of any of Subcontractors' employees or those individuals who perform work or services for SUBCONTRACTOR on a WO from COUNTY.

2. Other Certifications and Training: All participating crew members (SUBCONTRACTOR employees and those individuals who perform work or services for SUBCONTRACTOR on a WO from COUNTY) shall be trained as required by CSD; following a CSD-approved training curricula. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course. Certificates of completion shall be kept submitted to COUNTY and records must be kept by SUBCONTRACTOR in the event or monitoring visit performed by CSD. All training records maintained in accordance with the certification and training requirements by CSD.
- a. For the purpose of this section, Subcontractors must have prior experience providing basic weatherization services pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions indicated on this agreement.
 - b. Within 30 days of employment, weatherization employees of SUBCONTRACTOR shall receive Worksite Safety, Environmental Hazard Awareness and Lead-Safe Weatherization Training. No crew member, crew leader, worker or supervisor shall be allowed to enter or weatherize a dwelling unit until the required Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.
 - c. Within 90 days of employment, all weatherization employees of SUBCONTRACTOR shall receive Basic Weatherization Training.
 - d. When job duties include duct leakage and shell leakage diagnostics, weatherization employees of SUBCONTRACTOR shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of SUBCONTRACTOR shall perform diagnostic testing without having completed the required training.
 - e. Subsequent to successful completion of the Duct Leakage/Shell Leakage Diagnostic Training, SUBCONTRACTOR employees are required to participate in a monitored field practice under the supervision of COUNTY, COUNTY authorized third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
 - f. SUBCONTRACTOR failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
 - g. No employee of SUBCONTRACTOR shall perform Combustion Appliance Safety checks without having completed the required CSD-approved training.

- h. Subsequent to the training SUBCONTRACTOR employees are required to participate in a monitored field practice under the supervision of COUNTY, COUNTY authorized third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
- i. SUBCONTRACTOR failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- j. COUNTY will cover training expenses in CSD-certified facilities provided that the SUBCONTRACTOR covers any lodging/accommodations needed.

G. Calibration Records

Equipment Calibration Records: Calibration records shall be maintained and made available for inspection request, as follows:

- a. CSD Form 785 – Carbon Monoxer Analyzer Calibration Log
- b. CSD Form 786 – Manometer Calibration Log
- c. Blower Door Calibration Log
- d. Duct Blaster DG 700 9or equivalent) Calibration Log

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**EXHIBIT B
PAYMENT PROVISIONS**

#19-001

Full Service Weatherization Subcontractors Pricing						
Item Code	Item Name	Item Description	Qty	Unit	CAP Pricing	
91016	Combustion Appliance Safety Test	Combustion Appliance Safety Test (POST)	1	EA	\$ 56.00	
91016	Blower Door Test	Blower Door Test (PRE)	1	EA	\$ 62.00	
91016	Blower Door Test	Blower Door Test (POST)	1	EA	\$ 62.00	
91016	Duct Leakage Test	Duct Leakage Test (PRE)	1	EA	\$ 62.00	
91016	Duct Leakage Test	Duct Leakage Test (POST)	1	EA	\$ 62.00	
91016	Environmental Testing	Environmental Testing	1	EA	Actual Price	
91016	HERS Rater	HERS Rater	1	EA	Actual Price	
91016	Permits	Permits	1	EA	Actual price	
91016	Carbon Monoxide Alarm	Carbon Monoxide Alarm - Lithium Battery	1	EA	\$ 63.00	
91016	Smoke Alarm	Smoke Alarm - Lithium Battery or Hard- Wired	1	EA	\$ 63.00	
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Electric)	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Natural Gas and Propane)	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Other types not listed)	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Electric - 20")	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Electric - 30")	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Natural Gas and Propane - 20")	1	EA	Quote required	** see footnote

**EXHIBIT B
PAYMENT PROVISIONS**

#19-001

91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Natural Gas and Propane - 24")	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Natural Gas and Propane - 30")	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Other types not listed)	1	EA	Quote required	** see footnote
91016	Cooling Repair	Cooling Repair - AC Wall/Window	1	EA	Quote required	** see footnote
91016	Cooling Repair	Cooling Repair - Evaporative Cooler	1	EA	Quote required	** see footnote
91016	Cooling Repair	Cooling Repair - FAU (Split System)	1	EA	Quote required	** see footnote
91016	Cooling Repair	Cooling Repair - AC Wall/Window (Multi-Unit Central System)	1	EA	Quote required	** see footnote
91016	Cooling Replacement	Multi-Unit Central System- 2 1/2 ton	1	EA	\$ 1,325.00	
91016	Cooling Replacement	Multi-Unit Central System- 3 ton	1	EA	\$ 1,325.00	
91016	Cooling Replacement	Multi-Unit Central System- 3 1/2 ton	1	EA	\$ 1,325.00	
91016	Cooling Replacement	Multi-Unit Central System- 4 ton	1	EA	\$ 1,325.00	
91016	Cooling Replacement	Multi-Unit Central System- 5 ton	1	EA	\$ 1,325.00	
91016	Cooling Replacement	Forced Air Unit (Split System) 2 1/2 ton	1	EA	\$ 2,990.00	
91016	Cooling Replacement	Forced Air Unit (Split System) 3 ton	1	EA	\$ 3,199.00	
91016	Cooling Replacement	Forced Air Unit (Split System) 3 1/2 ton	1	EA	\$ 3,287.00	
91016	Cooling Replacement	Forced Air Unit (Split System) 4 ton	1	EA	\$ 3,415.00	
91016	Cooling Replacement	Forced Air Unit (Split System) 5 ton	1	EA	\$ 3,427.00	
91016	Cooling Replacement	A/C Wall/Window- 12,000 btu	1	EA	\$ 1,160.00	
91016	Cooling Replacement	A/C Wall/Window- 14,000 btu	1	EA	\$ 1,195.00	

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91016	Cooling Replacement	A/C Wall/Window-18,000 btu	1	EA	\$ 1,320.00	
91016	Cooling Replacement	A/C Wall/Window-24,000 btu	1	EA	\$ 1,437.00	
91016	Cooling Replacement	Evaporative Cooler (Roof/Down Draft) 3,800cfm	1	EA	\$ 1,587.00	
91016	Cooling Replacement	Evaporative Cooler (Roof/Down Draft) 4,800cfm	1	EA	\$ 1,587.00	
91016	Cooling Replacement	Evaporative Cooler (Roof/Down Draft) 5,500cfm	1	EA	\$ 1,587.00	
91016	Cooling Replacement	Evaporative Cooler (Roof/Down Draft) 6,800cfm	1	EA	\$ 1,588.00	
91016	Cooling Replacement	Evaporative Cooler (Window/Wall Side Draft) 3,800cfm	1	EA	\$ 1,320.00	
91016	Cooling Replacement	Evaporative Cooler (Window/Wall Side Draft) 4,800cfm	1	EA	\$ 1,427.00	
91016	Cooling Replacement	Evaporative Cooler (Window/Wall Side Draft) 5,500cfm	1	EA	\$ 1,542.00	
91016	Cooling Replacement	Evaporative Cooler (Window/Wall Side Draft) 6,800cfm	1	EA	\$ 1,550.00	
91016	CVA Venting	All Other	1	EA	Quote required	** see footnote
91016	CVA Venting	Louver Doors Only	1	EA	\$ 475.00	
91016	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	1	EA	Quote required	** see footnote
91016	Heating Source Repair	Forced Air Unit (Split System)	1	EA	Quote required	** see footnote
91016	Heating Source Repair	Multi-Unit Central System	1	EA	Quote required	** see footnote
91016	Heating Source Repair	Other Types Not Listed	1	EA	Quote required	** see footnote
91016	Heating Source Repair	Package (Dual Pack)	1	EA	Quote required	** see footnote
91016	Heating Source Repair	Wood-Fueled	1	EA	Quote required	** see footnote
91016	Heating Source Replacement	Multi-Unit (Central System) - 2 1/2 ton	1	EA	\$ 1,903.00	
91016	Heating Source Replacement	Multi-Unit (Central System) - 3 ton	1	EA	\$ 1,903.00	
91016	Heating Source Replacement	Multi-Unit (Central System) - 3 1/2 ton	1	EA	\$ 1,968.00	

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91016	Heating Source Replacement	Multi-Unit (Central System) - 4 ton	1	EA	\$ 1,985.00
91016	Heating Source Replacement	Multi-Unit (Central System) - 5 ton	1	EA	\$ 2,070.00
91016	Heating Source Replacement	Forced Air (Split System) Single Family, Multi-position - 2 1/2 ton	1	EA	\$ 2,862.00
91016	Heating Source Replacement	Forced Air (Split System) Single Family, Multi-position - 3 ton 45,000 btu	1	EA	\$ 2,972.00
91016	Heating Source Replacement	Forced Air (Split System) Single Family, Multi-position - 3 ton 70,000 btu	1	EA	\$ 3,065.00
91016	Heating Source Replacement	Forced Air (Split System) Single Family, Multi-position - 4 ton 90,000 btu	1	EA	\$ 3,248.00
91016	Heating Source Replacement	Forced Air (Split System) Single Family, Multi-position - 5 ton 100,000 btu	1	EA	\$ 3,486.00
91016	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall and Floor Furnace - 30,000 btu	1	EA	\$ 2,978.00
91016	Heating Source Replacement	interior wall - 25,000 btu	1	EA	\$ 2,227.00
91016	Heating Source Replacement	interior wall - 35,000 btu	1	EA	\$ 2,273.00
91016	Heating Source Replacement	interior wall - 50,000 btu	1	EA	\$ 2,668.00
91016	Heating Source Replacement	Floor Furnace - 45,000 btu	1	EA	\$ 3,050.00
91016	Heating Source Replacement	Floor Furnace - 60,000 btu	1	EA	\$ 3,133.00
91016	Heating Source Replacement	Furnace Down Flow, Mobile Home, Single wide - 56,000 btu	1	EA	\$ 3,724.00
91016	Heating Source Replacement	Furnace Down Flow, Mobile Home, Single wide - 70,000 btu	1	EA	\$ 3,837.00

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91016	Heating Source Replacement	Furnace Down Flow, Mobile Home, Single wide - 77,000 btu	1	EA	\$ 3,862.00
91016	Heating Source Replacement	Furnace Down Flow, Mobile Home, Single wide - 90,000 btu	1	EA	\$ 3,932.00
91016	Heating Source Replacement	Furnace Up Flow, Mobile Home, 3 ton - 80,000 btu	1	EA	\$ 3,957.00
91016	Heating Source Replacement	Furnace Up Flow, Mobile Home, 4 ton - 80,000 btu	1	EA	\$ 4,007.00
91016	Heating Source Replacement	Furnace Up Flow, Mobile Home, 5 ton - 100,000 btu	1	EA	\$ 4,097.00
91016	Heating Source Replacement	Other Types Not Listed - 29,000 btu	1	EA	\$ 3,751.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, All Electric Heat Pump - 2 ton	1	EA	\$ 5,904.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, All Electric Heat Pump - 2 1/2 ton	1	EA	\$ 6,098.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, All Electric Heat Pump - 3 ton	1	EA	\$ 6,285.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, All Electric Heat Pump - 3 1/2 ton	1	EA	\$ 6,325.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, All Electric Heat Pump - 4 ton	1	EA	\$ 6,408.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, All Electric Heat Pump - 5 ton	1	EA	\$ 6,455.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, Gas/ Electric - 2 ton	1	EA	\$ 4,761.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, Gas/ Electric - 2 1/2 ton	1	EA	\$ 4,811.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, Gas/ Electric - 3 ton	1	EA	\$ 5,145.00

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91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, Gas/ Electric - 3 1/2 ton	1	EA	\$ 5,312.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, Gas/ Electric - 4 ton	1	EA	\$ 5,837.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, Gas/ Electric - 5 ton	1	EA	\$ 6,250.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Electric - 2 ton	1	EA	\$ 5,340.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Electric - 2 1/2 ton	1	EA	\$ 5,440.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Electric - 3 ton	1	EA	\$ 5,568.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Electric - 3 1/2 ton	1	EA	\$ 5,811.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Electric - 4 ton	1	EA	\$ 5,921.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Electric - 5 ton	1	EA	\$ 6,274.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Gas - 2 ton	1	EA	\$ 4,761.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Gas - 2 1/2 ton	1	EA	\$ 4,861.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Gas - 3 ton	1	EA	\$ 5,178.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Gas - 3 1/2 ton	1	EA	\$ 5,412.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Gas - 4 ton	1	EA	\$ 5,837.00

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91016	Heating Source Replacement	Package (Dual Pack) Single Family, Gas - 5 ton	1	EA	\$ 6,316.00	
91016	Heating Source Replacement	Wood-Fueled	1	EA	\$ 4,093.00	
91016	Water Heater Repair	Electric	1	EA	Quote required	** see footnote
91016	Water Heater Repair	Gas & Propane	1	EA	Quote required	** see footnote
91016	Water Heater Repair	Mobile Home	1	EA	Quote required	** see footnote
91016	Water Heater Repair	Multi-Unit Central System	1	EA	Quote required	** see footnote
91016	Water Heater Replacement	Electric - 30 gallon	1	EA	\$ 1,833.00	
91016	Water Heater Replacement	Electric - 40 gallon	1	EA	\$ 1,833.00	
91016	Water Heater Replacement	Electric - 50 gallon	1	EA	\$ 1,850.00	
91016	Water Heater Replacement	Natural Gas and Propane 30 gallon	1	EA	\$ 1,785.00	
91016	Water Heater Replacement	Natural Gas and Propane 40 gallon	1	EA	\$ 1,785.00	
91016	Water Heater Replacement	Natural Gas and Propane 50 gallon	1	EA	\$ 1,815.00	
91016	Water Heater Replacement	Mobile Home - 30 gallon	1	EA	\$ 1,723.00	
91016	Water Heater Replacement	Mobile Home - 40 gallon	1	EA	\$ 1,723.00	
91016	Water Heater Replacement	Multi-Unit Central System 30 gallon	1	EA	\$ 1,733.00	
91016	Water Heater Replacement	Multi-Unit Central System 40 gallon	1	EA	\$ 1,733.00	
91016	Water Heater Replacement	Multi-Unit Central System 50 gallon	1	EA	\$ 1,788.00	
91016	Attic Ventilation	Eave Vent	1	EA	\$ 22.00	*see footnote
91016	Attic Ventilation	Turbine Vent	1	EA	\$ 75.00	*see footnote
91016	Attic Ventilation	Vent Screen	1	EA	\$ 11.00	*see footnote
91016	Attic Ventilation	Gable Vent	1	EA	\$ 247.00	*see footnote
91016	Attic Ventilation	Dormer Vent	1	EA	\$ 55.00	*see footnote
91016	Caulking	Mobile Home	1	EA	\$ 1.50	*see footnote
91016	Caulking	Multi-Unit	1	EA	\$ 1.50	*see footnote
91016	Caulking	Single	1	EA	\$ 1.50	*see footnote
91016	Caulking	Backer Rod	1	EA	\$ 0.80	*see footnote
91016	Ceiling Insulation	R-value 0-11	1	SF	\$ 0.80	*see footnote
91016	Ceiling Insulation	R-value 12-19	1	SF	\$ 1.00	*see footnote
91016	Ceiling Insulation	R-value 20-30	1	SF	\$ 1.10	*see footnote
91016	Ceiling Insulation	R-value 31-38	1	SF	\$ 1.40	*see footnote
91016	Compact Fluorescent Lamp	Hard Wire	1	EA	\$ 66.00	
91016	Compact Fluorescent Lamp	Thread Based	1	EA	\$ 6.30	
91016	Cover Plate Gasket	Single	1	EA	\$ 14.00	
91016	Cover Plate Gasket	Double	1	EA	\$ 16.00	
91016	Door Repair	Exterior - All Other Types	1	EA	Quote required	** see footnote
91016	Door Repair	Sliding Glass - 72" x 80" and smaller	1	EA	Quote required	** see footnote
91016	Door Repair	Sliding Glass - Greater than 72" x 80"	1	EA	Quote required	** see footnote
91016	Door Repair Detail	Door Threshold	1	EA	\$ 32.00	*see footnote
91016	Door Repair Detail	Door Shoe	1	EA	\$ 21.00	*see footnote

**EXHIBIT B
PAYMENT PROVISIONS**

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91016	Door Repair Detail	Entry Door Handle/Lockset/dead bolt	1	EA	\$ 45.00	*see footnote
91016	Door Repair Detail	5" Back set latch bolt	1	EA	\$ 39.00	*see footnote
91016	Door Repair Detail	interior Door Handle	1	EA	\$ 7.30	*see footnote
91016	Door Repair Detail	Hinges 3-1/2" or 4" loose pin	1	EA	\$ 10.00	*see footnote
91016	Door Repair Detail	Hinges 3-1/2" or 4" locking pin	1	EA	\$ 12.00	*see footnote
91016	Door Repair Detail	Double door Slide bolt	1	EA	\$ 33.00	*see footnote
91016	Door Repair Detail	Door or Window Casing	1	EA	\$ 3.30	*see footnote
91016	Door Repair Detail	Door jamb stock	1	EA	\$ 5.20	*see footnote
91016	Door Repair Detail	Door jamb stock rabbeted jamb	1	EA	\$ 5.20	*see footnote
91016	Door Repair Detail	Door Stop	1	EA	\$ 3.50	*see footnote
91016	Door Repair Detail	Striker Plate, regular	1	EA	\$ 18.00	*see footnote
91016	Door Repair Detail	Striker Plate, safety or mag type	1	EA	\$ 25.00	*see footnote
91016	Door Repair Detail	Lockset Brace	1	EA	\$ 37.00	*see footnote
91016	Door Replacement - Catastrophic leaks only	Exterior - All Other Types	1	EA	\$ 477.00	
91016	Door Replacement - Catastrophic leaks only	Sliding Glass - 72" x 80" and smaller	1	EA	\$ 1,372.00	
91016	Door Replacement - Catastrophic leaks only	Sliding Glass - Greater than 72" x 80"	1	EA	\$ 1,702.00	
91016	Duct Insulation	Duct Insulation	1	SF	\$ 0.95	*see footnote
91016	Duct Repair and Replacement	Duct Repair and Replacement	1	EA	Quote required	** see footnote
91016	Filter Replacement	Air Conditioning	1	EA	\$ 57.00	
91016	Filter Replacement	Furnace	1	EA	\$ 57.00	
91016	Fluorescent Torchiere Lamp Replacement	Fluorescent Torchiere Lamp Replacement	1	EA	\$ 72.00	
91016	Glass Replacement - Catastrophic leaks only	Glass Replacement - Catastrophic leaks only	1	EA	Quote required	** see footnote
91016	Hot Water Flow Restrictor	Faucet Restrictor	1	EA	\$ 7.70	
91016	Hot Water Flow Restrictor	Low Flow Handheld Showerhead	1	EA	\$ 32.00	
91016	Hot Water Flow Restrictor	Low Flow Showerhead	1	EA	\$ 25.00	
91016	Hot Water Flow Restrictor	Thermostatic Shower Valve (TSV only)	1	EA	\$ 48.00	
91016	Hot Water Flow Restrictor	Thermostatic Low Flow Showerhead (TSV + LFSH Combo)	1	EA	\$ 60.00	
91016	Kitchen Exhaust Installation, Repair & Replacement	Repair	1	EA	Quote required	** see footnote

**EXHIBIT B
PAYMENT PROVISIONS**

91016	Kitchen Exhaust Installation, Repair & Replacement	Range Hood	1	EA	\$ 317.00	
91016	Kitchen Exhaust Installation, Repair & Replacement	Vent - 24" x 3'	1	EA	\$ 35.00	
91016	Kitchen Exhaust Installation, Repair & Replacement	Vent - 25" x 5'	1	EA	\$ 35.00	
91016	Kneewall Insulation	R-value 0-11	1	SF	\$ 1.00	*see footnote
91016	Kneewall Insulation	R-value 12-19	1	SF	\$ 1.10	*see footnote
91016	LED Night Light	LED Night Light	1	EA	\$ 5.80	
91016	LED Replacement Bulb	LED Replacement Bulb	1	EA	\$ 23.00	
91016	Limited Home Repair	Limited rehabilitation to replace deteriorated wooden window or door frames to make possible the proper installation of a replacement door or window	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Extension of exhaust fan vents to outdoors (except kitchen exhausts)	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Combustion Air Venting Through Roof. 1 vent (Upper/Lower) (Except Kitchen Exhaust)	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Combustion Air Venting Through Roof. 2 vent (Upper/Lower) (Except Kitchen Exhaust)	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Coverplate Replacement	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Dryer Vent - Opening Only	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Dryer Vent Kit	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Floor/Platform Repair for water Heaters	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Kitchen Cabinet Repair/Retrofit (Associated with replacement of a range, cook - top or pre-existing microwave) No other repair/retrofits without a waiver	1	EA	Quote required	** see footnote

**EXHIBIT B
PAYMENT PROVISIONS**

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91016	Limited Home Repair	Extention of Dryer venting to outdoors	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Minor Roof Repair and materials	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Mobile Home Skirting repair to prevent animal infiltration	1	EA	Quote required	** see footnote
91016	Low Flow Toilet	Replacement (only when required by local building department permit process)	1	EA	\$ 355.00	
91016	Mechanical Ventilation (if required by blower door diagnostics and MV calculations) + (includes grounding if required - max cost of MV and grounding can not exceed max allowed by the State)	Balanced System	1	EA	Quote required	** see footnote
91016	Mechanical Ventilation (if required by blower door diagnostics and MV calculations) + (includes grounding if required - max cost of MV and grounding can not exceed max allowed by the State)	Exhaust System	1	EA	Quote required	** see footnote
91016	Mechanical Ventilation (if required by blower door diagnostics and MV calculations) + (includes grounding if required - max cost of MV and grounding can not exceed max allowed by the State)	Supply System	1	EA	Quote required	** see footnote
91016	Microwave Oven	Microwave Oven	1	EA	\$ 245.00	
91016	Minor Envelope Repair	Roof Mastic	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Glass fireplace doors when damper non feasible	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Replace missing Attic/crawl space access cover	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Attic Access - Hinged Lid for Disappearing Stair Cover	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	New Attic Access Door (includes weatherstrip and insulation)	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Replace missing Attic/crawl space access cover	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Seal under sink	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Seal thermal bypasses when no insulation to be installed	1	EA	Quote required	** see footnote

**EXHIBIT B
PAYMENT PROVISIONS**

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91016	Minor Envelope Repair	Fireplace Chimney Damper repair or installation or installation of glass fireplace doors when a damper is not feasible	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Patching Holes in envelope (ceiling, floor, walls) to exterior, too big to caulk	1	EA	Quote required	** see footnote
91016	Refrigerator Replacement (includes grounding if required - max cost of refrigerator and grounding can not exceed max allowed by the State)	15 -16 cu ft	1	EA	\$ 1,002.00	
91016	Refrigerator Replacement (includes grounding if required - max cost of refrigerator and grounding can not exceed max allowed by the State)	17-19 cu ft	1	EA	\$ 1,010.00	
91016	Refrigerator Replacement (includes grounding if required - max cost of refrigerator and grounding can not exceed max allowed by the State)	20-21 cu ft	1	EA	\$ 1,147.00	
91016	Refrigerator Replacement (includes grounding if required - max cost of refrigerator and grounding can not exceed max allowed by the State)	22-23 cu ft	1	EA	\$ 1,165.00	
91016	Grounding	Grounding	1	EA	\$ 123.00	
91016	Thermostat	Manual	1	EA	\$ 62.00	
91016	Thermostat	Programmable	1	EA	\$ 148.00	
91016	Vacancy Sensor Switch	Vacancy Sensor Switch	1	EA	\$ 50.00	
91016	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	1	EA	\$ 60.00	
91016	Water Heater Insulation	Water Heater Insulation	1	EA	\$ 50.00	
91016	Water Heater Pipe Insulation	Water Heater Pipe Insulation	1	LF	\$ 3.50	*see footnote
91016	Weatherstripping	Hinged Door	1	LF	\$ 29.00	*see footnote
91016	Weatherstripping	Other	1	LF	\$ 2.10	*see footnote
91016	Window - Catastrophic leaks only	Repair	1	EA	Quote required	** see footnote
91016	Window - Catastrophic leaks only	Replacement	1	EA	Quote required	** see footnote
91016	Ceiling Fan	Range 48" - 70"	1	EA	\$ 230.00	
91016	Exterior Water Pipe Wrap	Exterior Water Pipe Wrap	1	LF	\$ 3.70	*see footnote
91016	Floor Foundation Venting	Floor Foundation Venting	1	EA	\$ 355.00	
91016	Floor Insulation	> 36" clearance	1	SF	\$ 1.70	*see footnote
91016	Floor Insulation	< 36" clearance	1	SF	\$ 2.10	*see footnote

EXHIBIT B

PAYMENT PROVISIONS

91016	Mechanical Ventilation (includes grounding if required - max cost of MV and grounding can not exceed max allowed by the State)	Balanced System	1	EA	Quote required	** see footnote
91016	Mechanical Ventilation (includes grounding if required - max cost of MV and grounding can not exceed max allowed by the State)	Exhaust System	1	EA	Quote required	** see footnote
91016	Mechanical Ventilation (includes grounding if required - max cost of MV and grounding can not exceed max allowed by the State)	Supply System	1	EA	Quote required	** see footnote
91016	Power Strips	Teir 2 Advanced	1	EA	\$ 95.00	
91016	Shadescreens	Shadescreens	1	EA	\$ 171.00	
91016	Shutters	Shutters	1	SF	\$ 5.70	*see footnote
91016	Storm Windows	Fixed, Glass Glazing	1	SF	\$ 9.50	*see footnote
91016	Storm Windows	Fixed, Polycarbonate	1	SF	\$ 18.00	*see footnote
91016	Storm Windows	Operable, Glass Glazing	1	SF	\$ 14.00	*see footnote
91016	Storm Windows	Operable, Polycarbonate	1	SF	\$ 20.00	*see footnote
91016	Timer, Electric Water Heater	Timer, Electric Water Heater	1	EA	\$ 100.00	
91016	Tinted Window Film	Tinted Window Film	1	SF	\$ 2.60	*see footnote
91016	Wall Insulation, Stucco and Wood	Wall Insulation, Stucco and Wood	1	SF	\$ 2.00	*see footnote
91016	Labor Rate	Labor Rate	1	HR	\$ 76.00	
* Pricing must be itemized on quote per SF/LF/Unit						
** Quotes - All quotes to include labor rate of \$76 per hour plus materials. All materials must be justified with receipt or pricing document (actual receipt required at time of job completion). Quotes may not exceed CSD maximum pricing per measure.						

SUBCONTRACTOR PAYMENT REQUEST

CAP FORM # 2076A

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	CA State	Zip Code
Contractor Name		

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 _____ OWNER Title Date

CA RIVERSIDE USE ONLY (DO NOT WRITE BELOW THIS LINE)

CAARC
Business Unit (5) _____

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

536240
Account (6) _____

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

21050
Fund (5) _____

5200200000
Dept ID (10) _____

54075
Program (5) _____

Programs _____ Date _____

Class (10) _____

Fiscal (Staff) _____ Date _____

Project/Grant (15) _____

Contracts _____ Date _____

Vendor Code (10) _____

Fiscal (Accountant) _____ Date _____

RETURN TO CAP RIVERSIDE, FISCAL DIVISION

SH
8/29/18

**COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY
Instructions for Contractor Reimbursement Request**

For the purpose of these instructions, "SUBCONTRACTOR" is referred to as "CONTRACTOR".

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 Services

Period: July 1, 2018 through June 30, 2022

SUBCONTRACTOR 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.

<u>Steve Han</u>	<u>MANAGER</u>
Signature	Title
<u>BUILDER SERVICES GROUP, INC.</u>	
<u>TRUTEAM OF CALIFORNIA</u>	<u>08/29/18</u>
Agency/Organization	Date

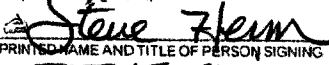
DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

EXHIBIT G

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 BUILDER SERVICES GROUP INC. dba TRUTEAM OF CALIFORNIA		FEDERAL ID NUMBER 59-3214406
BY (Authorized Signature) 		DATE EXECUTED 08/29/18
PRINTED NAME AND TITLE OF PERSON SIGNING STEVE HEIM		TELEPHONE NUMBER (Include Area Code) (951) 683-4479
TITLE 475 RIVERA ST SUITE "D" RIVERSIDE CA. 92501		
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 **08/29/2020** (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.



EXHIBIT H



Policy Title: Subcontractor Billing Procedure

Created: August 9, 2018

Purpose: The purpose of this policy is to provide the proper procedure in documentation, paperwork completion, inspection, invoicing, and submission of files to fiscal for billing and reporting.

The fiscal unit reviews, tracks, and verifies all required file documents making sure they are included in the file, prepares file for payment, and process payment vouchers.

Policy:

- 1) **Day of work completion:** Subcontractor will submit Statement of Work (SOW) file to Community Services Assistant (CSA) indicating assessed work on dwelling has been completed and file is now ready for inspection.
 - a. CSA will record receipt of SOW in ServTraq and schedule inspection.
 - b. CSA will inform Administrative Services Assistant (ASA) and Community Program Specialist II (CPS) that SOW has been received.
 - c. ASA will update tracking log.
 - d. CPS will track file to ensure all inspection/correction timelines are met in accordance with contractual obligations.

- 2) **Inspection:** Inspector will proceed through inspection of dwelling using SOW as reference to verify installations/work completed match initial assessment and Work Order (WO) or any change requests that may have occurred afterwards.
 - a. **Corrections:** Inspector will communicate directly with subcontractor to identify and ask for remediation of any necessary corrections. Subcontractor will respond to CAP corrections within 5-business days.
 - i. Subcontractor will coordinate completion of remediation and coordinate scheduling of Correction Verification appointment (CVA) with CAP. This appointment is to take place on the final day Subcontractor will be at dwelling to complete corrections, and Subcontractor representative is expected to be in attendance. CVA will clear all corrections, either physical or paperwork, and file will be ready for further processing by CAP at that time.
 - ii. In the event additional corrections are necessary post scheduled CVA, or Subcontractor fails to coordinate scheduling, or participate in attendance of CVA with CAP, CAP will complete a secondary inspection to clear corrections.

- iii. Any additional inspection deemed necessary by CAP after CVA will incur a \$25 fee to be deducted against Subcontractors final invoice.
 - iv. If Subcontractor fails to complete corrections and/or contact CAP for scheduling of CVA within 5-business day deadline, measures may be rescinded and completed by CAP In-House or by alternate Subcontractor. Reimbursement for these measures will be removed from final invoice as Subcontractor forfeits reimbursement.
 - b. **Submission of file for approval:** Inspector will submit file to Lead Inspector for approval.
 - i. Approved inspection file will be submitted to ASA by Lead Inspector for beginning of billing process.
- 3) **Invoicing:** Once file has been approved, lead inspector will forward file to ASA as indication of file completion. ASA will review documentation and contact Subcontractor to request invoice. Subcontractor will submit one invoice to ASA who will verify against SOW before submitting to Fiscal for billing.
 - a. Lead Inspector will submit approved file to ASA.
 - b. ASA will request and receive final invoice from subcontractor.
 - c. ASA will enter information into Serv-Traq, proceed through file check off, create billing receipt, and forward completed file to fiscal for billing.
 - d. **Inspection File Check Off:** ASA determines proper documentation: confirms inspection sheet is signed off, dates of work, invoice amounts match quotes, all paperwork is completed (HVAC, assessment, CAS, eligibility, etc.), and file expiration dates are current.
- 4) **Subcontractor Payment Request (Form 2076A):** The Subcontractor Payment Request (Form 2076A) and the invoice is delivered to the Weatherization Unit from the subcontractor.
 - a. Subcontractor delivers the completed 2076A to the Weatherization Unit.
 - b. Weatherization unit provides the original 2076A form with invoice to the accounting technician in the Fiscal unit.
- 5) **Forward to Fiscal:** ASA moves files with completed billing receipt to fiscal and retrieves signature from fiscal staff verifying delivery/receipt of billing files.
 - a. ASA will update ServTraq notes and job status updates to indicate file was moved on to billing.
- 6) **File is logged:** The file is logged into the aging log by Accounting Technician (AT) for each Subcontractor's Name, the Invoice Date Received, Today's Date, Invoice Number, Customer's Name, Amount, Invoice Date, and Comments.

- a. The file is delivered to the Administrative Services Assistant (ASA) in the Fiscal Unit. Once the file is received from the Weatherization unit, the files are stamped, and logged in a master log in an Excel spreadsheet.
- 7) **Preparing file for payment:** The billing files are paid by the AT from different funding grant contracts. Documents required vary based on the services provided and program for the file. Documents are verified to ensure that required documents are included in the file to proceed with the invoice payment.
- a. If errors or missing documents are identified, the community services assistant or the administrative services assistant sends the file back to the appropriate person in the Weatherization unit for correction.
 - b. If no errors are found and required documents are included in the file, the file information such as, the measures, the assessment, and the diagnostics are entered into Serv-Traq.
- 8) **Verification of all documents:** Once all documents have been verified and entered into Serv-Traq, the Jobsheet Details report is printed and added to the file by fiscal ASA/CSA . The file is then given to the accounting technician in the Fiscal Unit to process the subcontractor payment.
- a. Accounting technician verifies the invoice to insure there are no discrepancies recorded on the ServTraq report. If there is any adjustments need to be made to the invoice, the accounting tech scans the adjusted invoice to the subcontractor for approval. Once the invoice is approved, then the accounting technician completes the bottom portion of the Subcontractor Payment Request (2076A form). The information recorded includes Business unit, Account #, Fund, Dept. Id, Program, Vendor Code, Purchase Order #, Invoice#, and Amount Authorized.
- 9) **Manager approval for payment:** The Accounting Technician signs the Subcontractor Payment Request form (2076A) and gives the form and the invoice to the program manager for signature.
- 10) **Voucher is created:** The voucher is created through PeopleSoft and approved by the supervising accountant.
- a. The AT logs the file under the Subcontracting Tracking spreadsheet. Information entered as following: Monthly Claim, Month and Date, Invoice Number, Service Month, Amount Paid, Voucher Date, Voucher Number, and P.O. Number.
 - b. The voucher is logged once more into the aging report as paid.
 - c. The file is completed and filed away.
 - d. The Auditor Controller Office (ACO) approve and process the payment, issue and mail the warrants to the Subcontractors.

11) Generating EARS Report

- a. After the cut-off date of processing vouchers which is designated by the Auditor Controller Office (ACO) each month, the Accounting Technician draws a line in the subcontractor's tracking payment spread sheet for the month and calculates the sum of the expenditures for that month.
- b. After ensuring all the vouchers are approved and paid by the ACO, the expenditure Transaction report is retrieved from Simpler as an excel file.
- c. Reconciliation between the Simpler Report and the Sub contractor's tracking payment is made to ensure everything is matching.
- d. Log onto ServTraq and:
 - Mark all the Job IDs (Customers' name) as reported to generate a report by each program (Liheap WX, EHA-16, DOE, TRP, LIWP, etc....).
 - This report lists all the customers that will be reported to the State for the designated month.
 - Reconcile the list with Simpler report to ensure all the Job IDs are reported.
 - Run the CSD monthly reports by each program which needs to be submitted for that month. This report is used to key in all the information in EARS reports.
 - Run the Measures Summary Report by each program, export it to Excel file, then create a Pivot table to get the full details of the job Ida, programs, measures, total amount per customer, total amount of Subcontractors payment, and the cap salaries.
- e. The AT ensures the subcontractor's tracking spread sheet, the Simpler expenditure transaction report, the CSD monthly report and the measure summary report are all matching.

PROFESSIONAL MASTER SERVICE AGREEMENT

for

WEATHERIZATION SERVICES

between

COUNTY OF RIVERSIDE

and

RELIABLE ENERGY MANAGEMENT, INC.



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This agreement (Agreement), made and entered into _____ this day of _____, 2018, by and between Reliable Energy Management, Inc., a State of California corporation, (herein referred to as "SUBCONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, (herein referred to as "COUNTY" or "CAP"). The parties agree as follows:

1. Interpretation

For the purposes of this Agreement, the word "Contractor" in the referenced documents shall refer to COUNTY for work elements to be performed by COUNTY, and shall refer to "Subcontractor" for work elements assigned to the SUBCONTRACTOR under the terms of this Agreement. In the event of conflict between these documents and this Agreement, the terms of this Agreement shall apply.

2. On-Line Access

All of the California State Community Services and Development Department (CSD) compliance documents are available on-line on the CSD web site at: <http://www.providers.csd.ca.gov>. (On-line registration is required for access to the CSD web site.)

3. Description of Services

3.1 SUBCONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

3.2 SUBCONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. SUBCONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

3.3 SUBCONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the SUBCONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. SUBCONTRACTOR is not to perform services or provide products outside of the Agreement.

3.4 Acceptance by the COUNTY of the SUBCONTRACTOR's performance under this Agreement does not operate as a release of SUBCONTRACTOR's responsibility for full compliance with the terms of this Agreement.

4. Period of Performance

This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2019, with options to renew for two (2) additional years in one (1) year increments, unless terminated earlier. SUBCONTRACTOR shall commence performance upon signature of this

Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

5. Compensation

5.1 The COUNTY shall pay the SUBCONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to SUBCONTRACTOR shall not exceed one million dollars (\$1,000,000) annually including all expenses. COUNTY shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY is not responsible for any costs incurred by the SUBCONTRACTOR for the replacement of substandard materials and /or any work of SUBCONTRACTOR's expenses related to this Agreement. Any work completed without approval by COUNTY is subject to disallowance.

5.2 The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. SUBCONTRACTOR must provide the procurement officer clear and convincing evidence that all of the following conditions exist:

- a) The increase is the result of increased costs at the manufacturer's level and not costs under the SUBCONTRACTOR's control, and that;
- b) The increase will not produce a higher profit margin for the SUBCONTRACTOR than that on the original contract, and that;
- c) The increase affects only certain items that are clearly identified by the COUNTY. For a list of these item, refer to all HVAC repair/replacement related materials and supplies in the price list, Exhibit B.

No retroactive price adjustments will be considered. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

5.3 COUNTY will compensate the SUBCONTRACTOR per unit of service as set forth in the written work order for the dwelling unit.

- a) To request payment, SUBCONTRACTOR shall submit the Subcontractor Payment Request form, attached hereto as Exhibit C, following the Instructions for Contractor Reimbursement Request form, attached hereto as Exhibit D. 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 Subcontractor Payment Request.

b) In order to receive payment in a timely manner, SUBCONTRACTOR shall submit invoices to COUNTY post approval of final inspection.

c) COUNTY shall pay invoice within thirty (30) business days from the date final invoice is submitted.

d) All submissions will be received in the COUNTY office, addressed to:

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

5.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify SUBCONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

6. Financial Resources

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

7. Alteration or Changes to the Agreement

7.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance

under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7.2 Any claim by the SUBCONTRACTOR for additional payment related to this Agreement shall be made in writing by the SUBCONTRACTOR within 30 days of when the SUBCONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the SUBCONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the SUBCONTRACTOR pursuant to the claim. Nothing in this section shall excuse the SUBCONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

8. Termination

8.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the SUBCONTRACTOR stating the extent and effective date of termination.

8.2 COUNTY may, upon five (5) days written notice terminate this Agreement for SUBCONTRACTOR's default, if SUBCONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

8.3 After receipt of the notice of termination, SUBCONTRACTOR shall:

- a) Stop all work under this Agreement on the date specified in the notice of termination; and
- b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

8.4 After termination, COUNTY shall make payment only for SUBCONTRACTOR's performance up to the date of termination in accordance with this Agreement.

8.5 SUBCONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by SUBCONTRACTOR; or in the event of SUBCONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, SUBCONTRACTOR shall not be entitled to any further compensation under this Agreement.

8.6 If the Agreement is federally or State funded, SUBCONTRACTOR cannot be debarred from the System for Award Management (SAM). SUBCONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

8.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

9. Ownership/Use of Contract Materials and Products

The SUBCONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by SUBCONTRACTOR for which SUBCONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. SUBCONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

10. Conduct of Subcontractor

10.1 The SUBCONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBCONTRACTOR's performance under this Agreement. The SUBCONTRACTOR further covenants that no person or Subcontractor having any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. The SUBCONTRACTOR agrees to inform the COUNTY of all the SUBCONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

10.2 The SUBCONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the SUBCONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

10.3 The SUBCONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

11. Inspection of Service; Quality Control/Assurance

11.1 COUNTY will perform one hundred percent (100%) inspection of completed work for compliance with the terms of this Agreement. SUBCONTRACTOR must complete all work to the satisfaction of COUNTY before receiving payment.

11.2 The SUBCONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the SUBCONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by SUBCONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the SUBCONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the SUBCONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to SUBCONTRACTOR any costs incurred by the COUNTY because of the SUBCONTRACTOR's failure to perform.

11.3 SUBCONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate SUBCONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the SUBCONTRACTOR.

12. Independent Contractor/Employment Eligibility

12.1 The SUBCONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBCONTRACTOR (including its employees, agents, and Subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any

retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and SUBCONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBCONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

12.2 SUBCONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. SUBCONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. SUBCONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

12.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

12.4 SUBCONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. SUBCONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. SUBCONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless SUBCONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to SUBCONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. SUBCONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

12.5 SUBCONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that

they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If SUBCONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, SUBCONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

12.6 SUBCONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

13. Subcontract for Work or Services

No contract shall be made by the SUBCONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the SUBCONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

14. Disputes

14.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The SUBCONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

14.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

15. Licensing and Permits

SUBCONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code and those outline

in Exhibit A, Scope of Services, of this Agreement. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. SUBCONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

16. Use By Other Political Entities

The SUBCONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the SUBCONTRACTOR; and COUNTY shall in no way be responsible to SUBCONTRACTOR for other entities' purchases.

17. Non-Discrimination

SUBCONTRACTOR shall not be discriminated in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

18. Records and Documents

18.1 The SUBCONTRACTOR 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 SUBCONTRACTOR shall maintain these records for five (5) years after final payment has been made or until all pending County, state, and federal audits, if any, are completed, whichever is later. SUBCONTRACTOR must obtain written approval from COUNTY before destruction of any records pertaining to this Agreement.

18.2 SUBCONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or County of Riverside agency, a copy of this Agreement and such books, documents and

records as are necessary to certify the nature and extent of the SUBCONTRACTOR's costs related 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.

19. Confidentiality

19.1 The SUBCONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, Subcontractors or suppliers in advance of official announcement.

19.2 The SUBCONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The SUBCONTRACTOR shall not use such information for any purpose other than carrying out the SUBCONTRACTOR's obligations under this Agreement. The SUBCONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The SUBCONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

20. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with SUBCONTRACTOR in connection with this Agreement.

21. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

County of Riverside

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

Reliable Energy Management, Inc.

Reliable Energy Management, Inc.
7201 Rosecrans Avenue
Paramount, CA 90723

22. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

23. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBCONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBCONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the SUBCONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If SUBCONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. SUBCONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

24. Hold Harmless/Indemnification

24.1 SUBCONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBONTRACTOR, 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. SUBCONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

24.2 With respect to any action or claim subject to indemnification herein by SUBCONTRACTOR, SUBCONTRACTOR 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 SUBCONTRACTOR indemnification to Indemnitees as set forth herein.

24.3 SUBCONTRACTOR'S obligation hereunder shall be satisfied when SUBCONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

25. Insurance

25.1 Without limiting or diminishing the SUBCONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, SUBCONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the SUBCONTRACTOR has employees as defined by the State of California, the SUBCONTRACTOR shall maintain statutory 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. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBCONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability 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.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then SUBCONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not 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. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) 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 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.

2) The SUBCONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, SUBCONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which

guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) SUBCONTRACTOR shall cause SUBCONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, showing such insurance is in full force and effect. Further, thirty (30) days written notice shall be given to the County of 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 the County of 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 coverage's set forth herein and the insurance required herein is in full force and effect. SUBCONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the SUBCONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBCONTRACTOR has become inadequate.

6) SUBCONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) SUBCONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

26. Commercial Crime Coverage (Fidelity Bond)

Prior to any disbursements, the SUBCONTRACTOR agrees that its insurer shall forward to COUNTY an assurance that all persons working on behalf of the SUBCONTRACTOR are covered by a fidelity bond that shall include coverage or substantial equivalents to Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud. SUBCONTRACTOR'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 COUNTY in the event that the bond is canceled or adequate coverage has been obtained. If the SUBCONTRACTOR fails to obtain or assure COUNTY of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by COUNTY.

27. Debarment and Suspension

SUBCONTRACTOR shall review, sign, and return the Certification Regarding Debarment, Suspension and Related Matters form, Exhibit E, which is attached hereto and incorporated herein by this reference.

28. Certification Regarding Lobbying

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

29. Drug Free Workplace Certification

SUBCONTRACTOR shall review, sign and return the Drug Free Workplace Certification form, Exhibit G, which is attached hereto and incorporated herein by this reference.

30. Child Abuse Reporting

SUBCONTRACTOR shall establish a procedure acceptable to COUNTY 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.

31. Sanctions

Failure by the SUBCONTRACTOR 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. County Purchasing may also:

- a) Afford the SUBCONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of COUNTY; and/or
 - b) Discontinue reimbursement to the SUBCONTRACTOR for, and during the period in which the SUBCONTRACTOR is in breach, the reimbursement of which the SUBCONTRACTOR shall not be entitled to recover later; and/or
 - c) Withhold funds pending a cure of the breach; and/or
 - d) Offset against any monies billed by the SUBCONTRACTOR but yet unpaid by COUNTY.
- COUNTY shall give the SUBCONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

32. Lead Hazard (Pre-1979 Buildings)

In Pre-1979 dwellings, SUBCONTRACTOR is to proceed as though a lead hazard exists, performing in a manner to protect against that hazard in accordance with CSD Lead Safe Weatherization and EPA Renovations Rules.

33. General

33.1 SUBCONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

33.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

33.3 In the event the SUBCONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the SUBCONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the SUBCONTRACTOR.

33.4 SUBCONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

33.5 SUBCONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The SUBCONTRACTOR warrants that it has good title to all materials or products used by SUBCONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

33.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

33.7 The COUNTY agrees to cooperate with the SUBCONTRACTOR in the SUBCONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the SUBCONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

33.8 SUBCONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. SUBCONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBCONTRACTOR shall comply with the more restrictive law or regulation.

33.9 SUBCONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

33.10 SUBCONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

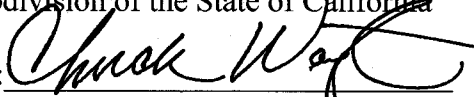
33.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


33.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Reliable Energy Management, Inc.

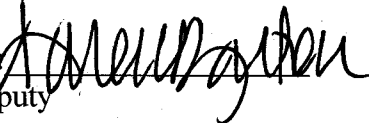
By: 
Chuck Washington, Chairman
Board of Supervisors

By: 
Name: Ron Garcia
Title: President/Owner

Dated: SEP 25 2018

Dated: 9/10/18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

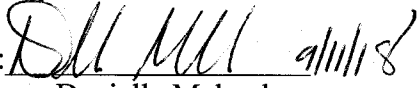
By: 
Danielle Maland,
Deputy County Counsel

EXHIBIT A**SCOPE OF SERVICE****A. General Weatherization Services**

1. COUNTY provides weatherization services for low-income, single and multi-family households located in Riverside County service territory. Clients served include both owners and renters who meet income eligibility requirements.
2. By providing weatherization services, COUNTY aims to:
 - a. Reduce energy consumption by installing weatherization measures and related repairs which improve the overall energy efficiency of the home; and
 - b. Enhance client health and safety by providing adequate ventilation, safety functioning of combustion appliances, proper zonal pressures and smoke/carbon monoxide detectors.
3. A certified Assessor will conduct a weatherization assessment on each household which served as the scope of work for the job.
4. Weatherization services shall be provided to low-income individuals and families in support of the following programs:
 - a. U.S. Department of Health and Human Services Low-Income Home Energy Assistance Program (LIHEAP) weatherization assistance services;
 - b. The U.S. Department of Energy Weatherization Assistance Program (DOE WAP);
 - c. The Low-Income Weatherization Program (LIWP) allocated through the State of California Greenhouse Gas Reduction Fund (GGRF); and
 - d. Other Energy/Water Efficiency Programs similar to above that CAP may be receiving.

B. Specifications Summary

1. Material shall be installed in accordance with the specifications and policies outlined in the Weatherization Installation Standards (WIS), the Weatherization Field Guide (FG), State and local law, and 10 CFR 440 Appendix A, Standards for Weatherization Material. Bidding Subcontractors must be able to provide all measures – labor and materials – specified in the Weatherization Measure Matrix in accordance with all applicable federal, state, County, and local standards and specifications. All prices are for weatherization measures installed according to industry and program standards and include labor, material, job site cleanup, overhead, and all other costs. Prices should reflect all costs associated with the Subcontractor's delivery, installation, and administration of the weatherization program.

All materials used in the weatherization program must meet the specification of the various funding authorities.

C. Process of Job Completion

1. Outreach and Assessment: COUNTY will be responsible for client outreach, intake and assessment and for identifying the measures to be performed.
2. Subcontractor Tasking: COUNTY will develop a Work Order (WO) for each dwelling detailing the measures identified through the Weatherization Assessment; this WO is the direction to the SUBCONTRACTOR for effort to be accomplished. SUBCONTRACTOR will accept WO, complete pricing and submit back to COUNTY for approval before beginning any work. COUNTY will provide the SUBCONTRACTOR with assigned WO's as available.
3. Award of Work orders: The number of WO's assigned to a SUBCONTRACTOR under this Agreement will be determined solely by COUNTY.
 - a. SUBCONTRACTOR shall not perform any measures on any WO which violates subcontract Terms and Conditions, **including those which would cause the total allowable cost to be exceeded**, (see Exhibit A and B); or any measures deemed non-feasible.
 - b. As soon as such an issue is discovered, the issue is to be brought to the attention of the COUNTY Program Manager for resolution and written direction before proceeding with any additional work on the WO.
4. Change Request via Amended Work Order: In the event that SUBCONTRACTOR visits dwelling and discovers additional measures not covered on WO, SUBCONTRACTOR must submit a Change Request via Amended Work Order (AWO) with updated pricing for COUNTY's approval. AWO document will be submitted to COUNTY for approval by Lead Inspector and Energy Division Manager. Change Request work cannot be completed without COUNTY's approval.
5. Inspection: COUNTY will perform 100% inspection of completed work for compliance with the terms of this Agreement.
 - a. SUBCONTRACTOR must complete all work to the satisfaction of COUNTY before receiving payment.
 - b. Any items identified on inspection as incomplete by SUBCONTRACTOR, that are not remedied through process of Inspection Corrections (see below), and completed In-House by COUNTY will be reimbursed to COUNTY against SUBCONTRACTOR final invoice.

6. **Inspection Corrections:** COUNTY will identify all necessary corrections on properties at time of initial inspection and forward to SUBCONTRACTOR for remediation. SUBCONTRACTOR is required to inform COUNTY of scheduling of identified corrections. COUNTY will verify corrections by Correction Verification appointment, to be scheduled with Sub for day Sub is scheduled to finalize corrections, onsite.
 - a. Sub has 5-business days to either complete corrections, or inform COUNTY of necessity for additional time to complete corrections.
 - b. In the event additional corrections remain post meeting for onsite Correction Verification appointment and/or if Sub fails to schedule Correction Verification appointment with COUNTY, COUNTY will complete a follow-up inspection and a \$25 fee will be charged against Sub final invoice for each additional follow-up inspection.
7. **File Submission:** SUBCONTRACTOR agrees to follow all procedures that identify how to properly complete and submit all required paperwork and billing files, according to policy and procedures attached hereto as Exhibit H, Subcontractor Billing Procedure.

D. General Requirements

1. **Satisfactory Completion:** SUBCONTRACTOR is responsible for verifying all measures have been completed satisfactorily in compliance with the terms of this Agreement. The cost of this verification is not separately reimbursable and is to be included in SUBCONTRACTOR's loaded labor rate for measures performed. COUNTY reserves the right to determine what constitutes the satisfactory completion of the work performed by SUBCONTRACTORS under this contract, and to require reasonable corrections or additional work above and beyond that which might be required by governing building codes.
2. **Permitting:** SUBCONTRACTORS will apply for and obtain permits with the appropriate jurisdiction for all work performed under this contract in accordance with local jurisdiction and program guidelines requiring a permit, e.g., roofing, windows, insulation. SUBCONTRACTORS shall arrange for inspections by appropriate local entities and ensure that final inspections are satisfactorily completed and documented.
3. **Lead Safe Work Practice and EPA Renovator Certification:** Participating SUBCONTRACTORS and all crew members performing work on a WO from COUNTY must attend training and receive certification in Lead Safe Work Practices (LSWP) and EPA Renovator. Individuals who are not certified will not be permitted to supervise and/or work on the homes to be weatherized. COUNTY reserves the right to require recertification of LSWP/EPA of any of Subcontractors'

employees or those individuals who perform work or services for Subcontractor on a WO from COUNTY.

4. Warranty

- a. SUBCONTRACTOR hereby warrant its work against all deficiencies and defects in workmanship and materials for the full term required by applicable law or the term that is given by the suppliers or manufacturers of any materials involved, but in no event less than one (1) year and or outlined by WIS, Field, and CSD from the date of substantial completion of each Job.
- b. SUBCONTRACTOR shall at its own cost and expense promptly amend and make good any defective workmanship and materials to the entire approval and acceptance of COUNTY. Additional cost incurred (mileage, crew hourly wage, additional material, etc.), will be made at the expense of SUBCONTRACTOR.
- c. In the event COUNTY must remedy defects or make changes, COUNTY may offset against any sums due or to become due to the SUBCONTRACTOR cost incurred.

5. Subcontract Management and Oversight: COUNTY is responsible to the CSD for performance of the all LIHEAP, ECIP and DOE Weatherization contracts and their use for clients in Riverside County. COUNTY will perform oversight integration of SUBCONTRACTOR efforts with in-house efforts in a manner to ensure that all work performed on behalf of COUNTY follows CSD guidelines, Weatherization installation Standards (WIS), Field Guide and State/Local Building Safety Codes; is cost effective and conducted in a business-like manner at all times providing maximum client benefit derived from this Agreement and that the terms and conditions of the underlying Agreements are fully met. COUNTY shall provide consultation and technical assistance in carrying out the terms of this Agreement. COUNTY will provide oversight of SUBCONTRACTOR efforts to include regular management reviews, review of documentation and other efforts deemed necessary to obtain quality subcontract performance. COUNTY will provide clarification of any Agreement terms and conditions as requested by SUBCONTRACTOR, as well as updated information provided by funding source directly related to contractual performance and services.

6. Subcontractor Licensing Requirements:

- a. Possess and maintain an active Class "B" General Building Contractor License, issued by the Contractors' State License Board (CLSB) in the name of the agency/qualifying individual;
 - 1) Fulfill the requirement of, and receive certification pursuant to the Toxic Substances Control Act (TCSA). Section 402;
 - 2) SUBCONTRACTOR is responsible for ensuring that all Subcontractors have an active licensing and are in good standing for the duration of this Agreement: and
 - 3) SUBCONTRACTOR shall notify COUNTY when any changes in licensing occur.

- 4) Special licensing may also be required for the installation and or repair of appliances, space heaters, water heaters, solar, and Central HVAC units, if two or more weatherization measures are not installed in a single units. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require s C-10 license.
- 5) Possess all applicable licenses ae required by the CSLB to carry out the installation and or repairs of Central HVAC Systems, Furnaces and Boilers.
- 6) By acceptance of a Work Order SUBCONTRACTOR acknowledges their responsibility to comply accordingly with this Agreement installation and or repairs.

b. SUBCONTRACTOR whose work potentially disturbs lead paint shall be an EPA Certified Firm and have EPA Certified Renovators on staff.

E. Completion Timelines

1. SUBCONTRACTOR has 5-business days from date of receipt to complete and submit priced WO's back to COUNTY.
2. SUBCONTRACTOR has 30-days (1-month) to complete all measures identified on WO and Submit Statement of Work File (SOW) back to COUNTY for scheduling of Final Inspection. Failure to submit SOW before 30-day without proper justification can result in COUNTY rescinding job and payment for any measures installed.
 - a. Proper justification for extended job timelines must be submitted to COUNTY prior to 30-day deadline, and is the responsibility of SUBCONTRACTOR to monitor and control.
3. SUBCONTRACTOR will communicate with COUNTY to coordinate post-inspection, Correction Verification appointments as necessary.
4. SUBCONTRACTOR has 5-business days to complete Inspection Corrections or inform COUNTY of necessity for additional time by providing documented justification.
5. COUNTY will process completed files for billing within 30-business days after final invoice is requested and received. SUBCONTRACTOR reserves the right to contact COUNTY at any point following the 30-business day timeline of final invoice submission to inquire about payment status.

Note: Failure to complete assigned dwellings within the required time frames may result in fewer job assignments or even work stoppage, current assignments being reassigned, and/or contract termination.

F. Certifications and Training

1. Lead Safe Work Practice and EPA Renovator Certification: Participating SUBCONTRACTORS and all crew members performing work on a WO from COUNTY must attend training and receive certification in Lead Safe Work Practices (LSWP) and EPA Renovator. Individuals who are not

certified will not be permitted to supervise and/or work on the homes to be weatherized. COUNTY reserves the right to require recertification of LSWP/EPA of any of Subcontractors' employees or those individuals who perform work or services for SUBCONTRACTOR on a WO from COUNTY.

2. Other Certifications and Training: All participating crew members (SUBCONTRACTOR employees and those individuals who perform work or services for SUBCONTRACTOR on a WO from COUNTY) shall be trained as required by CSD; following a CSD-approved training curricula. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course. Certificates of completion shall be kept submitted to COUNTY and records must be kept by SUBCONTRACTOR in the event or monitoring visit performed by CSD. All training records maintained in accordance with the certification and training requirements by CSD.
- a. For the purpose of this section, Subcontractors must have prior experience providing basic weatherization services pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions indicated on this agreement.
 - b. Within 30 days of employment, weatherization employees of SUBCONTRACTOR shall receive Worksite Safety, Environmental Hazard Awareness and Lead-Safe Weatherization Training. No crew member, crew leader, worker or supervisor shall be allowed to enter or weatherize a dwelling unit until the required Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.
 - c. Within 90 days of employment, all weatherization employees of SUBCONTRACTOR shall receive Basic Weatherization Training.
 - d. When job duties include duct leakage and shell leakage diagnostics, weatherization employees of SUBCONTRACTOR shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of SUBCONTRACTOR shall perform diagnostic testing without having completed the required training.
 - e. Subsequent to successful completion of the Duct Leakage/Shell Leakage Diagnostic Training, SUBCONTRACTOR employees are required to participate in a monitored field practice under the supervision of COUNTY, COUNTY authorized third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
 - f. SUBCONTRACTOR failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
 - g. No employee of SUBCONTRACTOR shall perform Combustion Appliance Safety checks without having completed the required CSD-approved training.

- h. Subsequent to the training SUBCONTRACTOR employees are required to participate in a monitored field practice under the supervision of COUNTY, COUNTY authorized third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
- i. SUBCONTRACTOR failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- j. COUNTY will cover training expenses in CSD-certified facilities provided that the SUBCONTRACTOR covers any lodging/accommodations needed.

G. Calibration Records

Equipment Calibration Records: Calibration records shall be maintained and made available for inspection request, as follows:

- a. CSD Form 785 – Carbon Monoxer Analyzer Calibration Log
- b. CSD Form 786 – Manometer Calibration Log
- c. Blower Door Calibration Log
- d. Duct Blaster DG 700 9or equivalent) Calibration Log

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**EXHIBIT B
PAYMENT PROVISIONS**

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Full Service Weatherization Subcontractors Pricing						
Item Code	Item Name	Item Description	Qty	Unit	CAP Pricing	
91016	Combustion Appliance Safety Test	Combustion Appliance Safety Test (POST)	1	EA	\$ 56.00	
91016	Blower Door Test	Blower Door Test (PRE)	1	EA	\$ 62.00	
91016	Blower Door Test	Blower Door Test (POST)	1	EA	\$ 62.00	
91016	Duct Leakage Test	Duct Leakage Test (PRE)	1	EA	\$ 62.00	
91016	Duct Leakage Test	Duct Leakage Test (POST)	1	EA	\$ 62.00	
91016	Environmental Testing	Environmental Testing	1	EA	Actual Price	
91016	HERS Rater	HERS Rater	1	EA	Actual Price	
91016	Permits	Permits	1	EA	Actual price	
91016	Carbon Monoxide Alarm	Carbon Monoxide Alarm - Lithium Battery	1	EA	\$ 63.00	
91016	Smoke Alarm	Smoke Alarm - Lithium Battery or Hard-Wired	1	EA	\$ 63.00	
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Electric)	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Natural Gas and Propane)	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Other types not listed)	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Electric - 20")	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Electric - 30")	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Natural Gas and Propane - 20")	1	EA	Quote required	** see footnote

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91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Natural Gas and Propane - 24")	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Natural Gas and Propane - 30")	1	EA	Quote required	** see footnote
91016	Cooking Appliance Repair, Free Standing Range or Cook Top	Cooking Appliance Repair, Free Standing Range or Cook Top (Other types not listed)	1	EA	Quote required	** see footnote
91016	Cooling Repair	Cooling Repair - AC Wall/Window	1	EA	Quote required	** see footnote
91016	Cooling Repair	Cooling Repair - Evaporative Cooler	1	EA	Quote required	** see footnote
91016	Cooling Repair	Cooling Repair - FAU (Split System)	1	EA	Quote required	** see footnote
91016	Cooling Repair	Cooling Repair - AC Wall/Window (Multi-Unit Central System)	1	EA	Quote required	** see footnote
91016	Cooling Replacement	Multi-Unit Central System- 2 1/2 ton	1	EA	\$ 1,325.00	
91016	Cooling Replacement	Multi-Unit Central System- 3 ton	1	EA	\$ 1,325.00	
91016	Cooling Replacement	Multi-Unit Central System- 3 1/2 ton	1	EA	\$ 1,325.00	
91016	Cooling Replacement	Multi-Unit Central System- 4 ton	1	EA	\$ 1,325.00	
91016	Cooling Replacement	Multi-Unit Central System- 5 ton	1	EA	\$ 1,325.00	
91016	Cooling Replacement	Forced Air Unit (Split System) 2 1/2 ton	1	EA	\$ 2,990.00	
91016	Cooling Replacement	Forced Air Unit (Split System) 3 ton	1	EA	\$ 3,199.00	
91016	Cooling Replacement	Forced Air Unit (Split System) 3 1/2 ton	1	EA	\$ 3,287.00	
91016	Cooling Replacement	Forced Air Unit (Split System) 4 ton	1	EA	\$ 3,415.00	
91016	Cooling Replacement	Forced Air Unit (Split System) 5 ton	1	EA	\$ 3,427.00	
91016	Cooling Replacement	A/C Wall/Window- 12,000 btu	1	EA	\$ 1,160.00	
91016	Cooling Replacement	A/C Wall/Window- 14,000 btu	1	EA	\$ 1,195.00	

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91016	Cooling Replacement	A/C Wall/Window- 18,000 btu	1	EA	\$ 1,320.00	
91016	Cooling Replacement	A/C Wall/Window- 24,000 btu	1	EA	\$ 1,437.00	
91016	Cooling Replacement	Evaporative Cooler (Roof/Down Draft) 3,800cfm	1	EA	\$ 1,587.00	
91016	Cooling Replacement	Evaporative Cooler (Roof/Down Draft) 4,800cfm	1	EA	\$ 1,587.00	
91016	Cooling Replacement	Evaporative Cooler (Roof/Down Draft) 5,500cfm	1	EA	\$ 1,587.00	
91016	Cooling Replacement	Evaporative Cooler (Roof/Down Draft) 6,800cfm	1	EA	\$ 1,588.00	
91016	Cooling Replacement	Evaporative Cooler (Window/Wall Side Draft) 3,800cfm	1	EA	\$ 1,320.00	
91016	Cooling Replacement	Evaporative Cooler (Window/Wall Side Draft) 4,800cfm	1	EA	\$ 1,427.00	
91016	Cooling Replacement	Evaporative Cooler (Window/Wall Side Draft) 5,500cfm	1	EA	\$ 1,542.00	
91016	Cooling Replacement	Evaporative Cooler (Window/Wall Side Draft) 6,800cfm	1	EA	\$ 1,550.00	
91016	CVA Venting	All Other	1	EA	Quote required	** see footnote
91016	CVA Venting	Louver Doors Only	1	EA	\$ 475.00	
91016	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	1	EA	Quote required	** see footnote
91016	Heating Source Repair	Forced Air Unit (Split System)	1	EA	Quote required	** see footnote
91016	Heating Source Repair	Multi-Unit Central System	1	EA	Quote required	** see footnote
91016	Heating Source Repair	Other Types Not Listed	1	EA	Quote required	** see footnote
91016	Heating Source Repair	Package (Dual Pack)	1	EA	Quote required	** see footnote
91016	Heating Source Repair	Wood-Fueled	1	EA	Quote required	** see footnote

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91016	Heating Source Replacement	Multi-Unit (Central System) - 2 1/2 ton	1	EA	\$ 1,903.00
91016	Heating Source Replacement	Multi-Unit (Central System) - 3 ton	1	EA	\$ 1,903.00
91016	Heating Source Replacement	Multi-Unit (Central System) - 3 1/2 ton	1	EA	\$ 1,968.00
91016	Heating Source Replacement	Multi-Unit (Central System) - 4 ton	1	EA	\$ 1,985.00
91016	Heating Source Replacement	Multi-Unit (Central System) - 5 ton	1	EA	\$ 2,070.00
91016	Heating Source Replacement	Forced Air (Split System) Single Family, Multi-position - 2 1/2 ton	1	EA	\$ 2,862.00
91016	Heating Source Replacement	Forced Air (Split System) Single Family, Multi-position - 3 ton 45,000 btu	1	EA	\$ 2,972.00
91016	Heating Source Replacement	Forced Air (Split System) Single Family, Multi-position - 3 ton 70,000 btu	1	EA	\$ 3,065.00
91016	Heating Source Replacement	Forced Air (Split System) Single Family, Multi-position - 4 ton 90,000 btu	1	EA	\$ 3,248.00
91016	Heating Source Replacement	Forced Air (Split System) Single Family, Multi-position - 5 ton 100,000 btu	1	EA	\$ 3,486.00
91016	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall and Floor Furnace - 30,000 btu	1	EA	\$ 2,978.00
91016	Heating Source Replacement	interior wall - 25,000 btu	1	EA	\$ 2,227.00
91016	Heating Source Replacement	interior wall - 35,000 btu	1	EA	\$ 2,273.00
91016	Heating Source Replacement	interior wall - 50,000 btu	1	EA	\$ 2,668.00
91016	Heating Source Replacement	Floor Furnace - 45,000 btu	1	EA	\$ 3,050.00
91016	Heating Source Replacement	Floor Furnace - 60,000 btu	1	EA	\$ 3,133.00

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91016	Heating Source Replacement	Furnace Down Flow, Mobile Home, Single wide - 56,000 btu	1	EA	\$ 3,724.00
91016	Heating Source Replacement	Furnace Down Flow, Mobile Home, Single wide - 70,000 btu	1	EA	\$ 3,837.00
91016	Heating Source Replacement	Furnace Down Flow, Mobile Home, Single wide - 77,000 btu	1	EA	\$ 3,862.00
91016	Heating Source Replacement	Furnace Down Flow, Mobile Home, Single wide - 90,000 btu	1	EA	\$ 3,932.00
91016	Heating Source Replacement	Furnace Up Flow, Mobile Home, 3 ton - 80,000 btu	1	EA	\$ 3,957.00
91016	Heating Source Replacement	Furnace Up Flow, Mobile Home, 4 ton - 80,000 btu	1	EA	\$ 4,007.00
91016	Heating Source Replacement	Furnace Up Flow, Mobile Home, 5 ton - 100,000 btu	1	EA	\$ 4,097.00
91016	Heating Source Replacement	Other Types Not Listed - 29,000 btu	1	EA	\$ 3,751.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, All Electric Heat Pump - 2 ton	1	EA	\$ 5,904.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, All Electric Heat Pump - 2 1/2 ton	1	EA	\$ 6,098.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, All Electric Heat Pump - 3 ton	1	EA	\$ 6,285.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, All Electric Heat Pump - 3 1/2 ton	1	EA	\$ 6,325.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, All Electric Heat Pump - 4 ton	1	EA	\$ 6,408.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, All Electric Heat Pump - 5 ton	1	EA	\$ 6,455.00

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91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, Gas/ Electric - 2 ton	1	EA	\$ 4,761.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, Gas/ Electric - 2 1/2 ton	1	EA	\$ 4,811.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, Gas/ Electric - 3 ton	1	EA	\$ 5,145.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, Gas/ Electric - 3 1/2 ton	1	EA	\$ 5,312.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, Gas/ Electric - 4 ton	1	EA	\$ 5,837.00
91016	Heating Source Replacement	Package (Dual Pack) Mobile Home, Gas/ Electric - 5 ton	1	EA	\$ 6,250.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Electric - 2 ton	1	EA	\$ 5,340.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Electric - 2 1/2 ton	1	EA	\$ 5,440.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Electric - 3 ton	1	EA	\$ 5,568.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Electric - 3 1/2 ton	1	EA	\$ 5,811.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Electric - 4 ton	1	EA	\$ 5,921.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Electric - 5 ton	1	EA	\$ 6,274.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Gas - 2 ton	1	EA	\$ 4,761.00
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Gas - 2 1/2 ton	1	EA	\$ 4,861.00

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91016	Heating Source Replacement	Package (Dual Pack) Single Family, Gas - 3 ton	1	EA	\$ 5,178.00	
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Gas - 3 1/2 ton	1	EA	\$ 5,412.00	
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Gas - 4 ton	1	EA	\$ 5,837.00	
91016	Heating Source Replacement	Package (Dual Pack) Single Family, Gas - 5 ton	1	EA	\$ 6,316.00	
91016	Heating Source Replacement	Wood-Fueled	1	EA	\$ 4,093.00	
91016	Water Heater Repair	Electric	1	EA	Quote required	** see footnote
91016	Water Heater Repair	Gas & Propane	1	EA	Quote required	** see footnote
91016	Water Heater Repair	Mobile Home	1	EA	Quote required	** see footnote
91016	Water Heater Repair	Multi-Unit Central System	1	EA	Quote required	** see footnote
91016	Water Heater Replacement	Electric - 30 gallon	1	EA	\$ 1,833.00	
91016	Water Heater Replacement	Electric - 40 gallon	1	EA	\$ 1,833.00	
91016	Water Heater Replacement	Electric - 50 gallon	1	EA	\$ 1,850.00	
91016	Water Heater Replacement	Natural Gas and Propane 30 gallon	1	EA	\$ 1,785.00	
91016	Water Heater Replacement	Natural Gas and Propane 40 gallon	1	EA	\$ 1,785.00	
91016	Water Heater Replacement	Natural Gas and Propane 50 gallon	1	EA	\$ 1,815.00	
91016	Water Heater Replacement	Mobile Home - 30 gallon	1	EA	\$ 1,723.00	
91016	Water Heater Replacement	Mobile Home - 40 gallon	1	EA	\$ 1,723.00	
91016	Water Heater Replacement	Multi-Unit Central System 30 gallon	1	EA	\$ 1,733.00	
91016	Water Heater Replacement	Multi-Unit Central System 40 gallon	1	EA	\$ 1,733.00	
91016	Water Heater Replacement	Multi-Unit Central System 50 gallon	1	EA	\$ 1,788.00	
91016	Attic Ventilation	Eave Vent	1	EA	\$ 22.00	*see footnote
91016	Attic Ventilation	Turbine Vent	1	EA	\$ 75.00	*see footnote
91016	Attic Ventilation	Vent Screen	1	EA	\$ 11.00	*see footnote
91016	Attic Ventilation	Gable Vent	1	EA	\$ 247.00	*see footnote
91016	Attic Ventilation	Dormer Vent	1	EA	\$ 55.00	*see footnote
91016	Caulking	Mobile Home	1	EA	\$ 1.50	*see footnote
91016	Caulking	Multi-Unit	1	EA	\$ 1.50	*see footnote
91016	Caulking	Single	1	EA	\$ 1.50	*see footnote
91016	Caulking	Backer Rod	1	EA	\$ 0.80	*see footnote
91016	Ceiling Insulation	R-value 0-11	1	SF	\$ 0.80	*see footnote
91016	Ceiling Insulation	R-value 12-19	1	SF	\$ 1.00	*see footnote
91016	Ceiling Insulation	R-value 20-30	1	SF	\$ 1.10	*see footnote
91016	Ceiling Insulation	R-value 31-38	1	SF	\$ 1.40	*see footnote
91016	Compact Fluorescent Lamp	Hard Wire	1	EA	\$ 66.00	
91016	Compact Fluorescent Lamp	Thread Based	1	EA	\$ 6.30	

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91016	Cover Plate Gasket	Single	1	EA	\$ 14.00	
91016	Cover Plate Gasket	Double	1	EA	\$ 16.00	
91016	Door Repair	Exterior - All Other Types	1	EA	Quote required	** see footnote
91016	Door Repair	Sliding Glass - 72" x 80" and smaller	1	EA	Quote required	** see footnote
91016	Door Repair	Sliding Glass - Greater than 72" x 80"	1	EA	Quote required	** see footnote
91016	Door Repair Detail	Door Threshold	1	EA	\$ 32.00	*see footnote
91016	Door Repair Detail	Door Shoe	1	EA	\$ 21.00	*see footnote
91016	Door Repair Detail	Entry Door Handle/Lockset/dead bolt	1	EA	\$ 45.00	*see footnote
91016	Door Repair Detail	5" Back set latch bolt	1	EA	\$ 39.00	*see footnote
91016	Door Repair Detail	interior Door Handle	1	EA	\$ 7.30	*see footnote
91016	Door Repair Detail	Hinges 3-1/2" or 4" loose pin	1	EA	\$ 10.00	*see footnote
91016	Door Repair Detail	Hinges 3-1/2" or 4" locking pin	1	EA	\$ 12.00	*see footnote
91016	Door Repair Detail	Double door Slide bolt	1	EA	\$ 33.00	*see footnote
91016	Door Repair Detail	Door or Window Casing	1	EA	\$ 3.30	*see footnote
91016	Door Repair Detail	Door jamb stock	1	EA	\$ 5.20	*see footnote
91016	Door Repair Detail	Door jamb stock rabbetted jamb	1	EA	\$ 5.20	*see footnote
91016	Door Repair Detail	Door Stop	1	EA	\$ 3.50	*see footnote
91016	Door Repair Detail	Striker Plate, regular	1	EA	\$ 18.00	*see footnote
91016	Door Repair Detail	Striker Plate, safety or mag type	1	EA	\$ 25.00	*see footnote
91016	Door Repair Detail	Lockset Brace	1	EA	\$ 37.00	*see footnote
91016	Door Replacement - Catastrophic leaks only	Exterior - All Other Types	1	EA	\$ 477.00	
91016	Door Replacement - Catastrophic leaks only	Sliding Glass - 72" x 80" and smaller	1	EA	\$ 1,372.00	
91016	Door Replacement - Catastrophic leaks only	Sliding Glass - Greater than 72" x 80"	1	EA	\$ 1,702.00	
91016	Duct Insulation	Duct Insulation	1	SF	\$ 0.95	*see footnote
91016	Duct Repair and Replacement	Duct Repair and Replacement	1	EA	Quote required	** see footnote
91016	Filter Replacement	Air Conditioning	1	EA	\$ 57.00	
91016	Filter Replacement	Furnace	1	EA	\$ 57.00	
91016	Fluorescent Torchiere Lamp Replacement	Fluorescent Torchiere Lamp Replacement	1	EA	\$ 72.00	
91016	Glass Replacement - Catastrophic leaks only	Glass Replacement - Catastrophic leaks only	1	EA	Quote required	** see footnote
91016	Hot Water Flow Restrictor	Faucet Restrictor	1	EA	\$ 7.70	

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91016	Hot Water Flow Restrictor	Low Flow Handheld Showerhead	1	EA	\$ 32.00	
91016	Hot Water Flow Restrictor	Low Flow Showerhead	1	EA	\$ 25.00	
91016	Hot Water Flow Restrictor	Thermostatic Shower Valve (TSV only)	1	EA	\$ 48.00	
91016	Hot Water Flow Restrictor	Thermostatic Low Flow Showerhead (TSV + LFSH Combo)	1	EA	\$ 60.00	
91016	Kitchen Exhaust Installation, Repair & Replacement	Repair	1	EA	Quote required	** see footnote
91016	Kitchen Exhaust Installation, Repair & Replacement	Range Hood	1	EA	\$ 317.00	
91016	Kitchen Exhaust Installation, Repair & Replacement	Vent - 24" x 3'	1	EA	\$ 35.00	
91016	Kitchen Exhaust Installation, Repair & Replacement	Vent - 25" x 5'	1	EA	\$ 35.00	
91016	Kneewall Insulation	R-value 0-11	1	SF	\$ 1.00	*see footnote
91016	Kneewall Insulation	R-value 12-19	1	SF	\$ 1.10	*see footnote
91016	LED Night Light	LED Night Light	1	EA	\$ 5.80	
91016	LED Replacement Bulb	LED Replacement Bulb	1	EA	\$ 23.00	
91016	Limited Home Repair	Limited rehabilitation to replace deteriorated wooden window or door frames to make possible the proper installation of a replacement door or window	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Extension of exhaust fan vents to outdoors (except kitchen exhausts)	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Combustion Air Venting Through Roof. 1 vent (Upper/Lower) (Except Kitchen Exhaust)	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Combustion Air Venting Through Roof. 2 vent (Upper/Lower) (Except Kitchen Exhaust)	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Coverplate Replacement	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Dryer Vent - Opening Only	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Dryer Vent Kit	1	EA	Quote required	** see footnote

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91016	Limited Home Repair	Floor/Platform Repair for water Heaters	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Kitchen Cabinet Repair/Retrofit (Associated with replacement of a range, cook - top or pre-existing microwave) No other repair/retrofits without a waiver	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Extention of Dryer venting to outdoors	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Minor Roof Repair and materials	1	EA	Quote required	** see footnote
91016	Limited Home Repair	Mobile Home Skirting repair to prevent animal infiltration	1	EA	Quote required	** see footnote
91016	Low Flow Toilet	Replacement (only when required by local building department permit process)	1	EA	\$ 355.00	
91016	Mechanical Ventilation (if required by blower door diagnostics and MV calculations) + (includes grounding if required - max cost of MV and grounding can not exceed max allowed by the State)	Balanced System	1	EA	Quote required	** see footnote
91016	Mechanical Ventilation (if required by blower door diagnostics and MV calculations) + (includes grounding if required - max cost of MV and grounding can not exceed max allowed by the State)	Exhaust System	1	EA	Quote required	** see footnote
91016	Mechanical Ventilation (if required by blower door diagnostics and MV calculations) + (includes grounding if required - max cost of MV and grounding can not exceed max allowed by the State)	Supply System	1	EA	Quote required	** see footnote
91016	Microwave Oven	Microwave Oven	1	EA	\$ 245.00	
91016	Minor Envelope Repair	Roof Mastic	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Glass fireplace doors when damper non feasible	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Replace missing Attic/crawl space access cover	1	EA	Quote required	** see footnote

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91016	Minor Envelope Repair	Attic Access - Hinged Lid for Disappearing Stair Cover	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	New Attic Access Door (includes weatherstrip and insulation)	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Replace missing Attic/crawl space access cover	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Seal under sink	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Seal thermal bypasses when no insulation to be installed	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Fireplace Chimney Damper repair or installation or installation of glass fireplace doors when a damper is not feasible	1	EA	Quote required	** see footnote
91016	Minor Envelope Repair	Patching Holes in envelope (ceiling, floor, walls) to exterior, too big to caulk	1	EA	Quote required	** see footnote
91016	Refrigerator Replacement (includes grounding if required - max cost of refrigerator and grounding can not exceed max allowed by the State)	15 -16 cu ft	1	EA	\$ 1,002.00	
91016	Refrigerator Replacement (includes grounding if required - max cost of refrigerator and grounding can not exceed max allowed by the State)	17-19 cu ft	1	EA	\$ 1,010.00	
91016	Refrigerator Replacement (includes grounding if required - max cost of refrigerator and grounding can not exceed max allowed by the State)	20-21 cu ft	1	EA	\$ 1,147.00	
91016	Refrigerator Replacement (includes grounding if required - max cost of refrigerator and grounding can not exceed max allowed by the State)	22-23 cu ft	1	EA	\$ 1,165.00	
91016	Grounding	Grounding	1	EA	\$ 123.00	
91016	Thermostat	Manual	1	EA	\$ 62.00	
91016	Thermostat	Programmable	1	EA	\$ 148.00	
91016	Vacancy Sensor Switch	Vacancy Sensor Switch	1	EA	\$ 50.00	
91016	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	1	EA	\$ 60.00	
91016	Water Heater Insulation	Water Heater Insulation	1	EA	\$ 50.00	
91016	Water Heater Pipe Insulation	Water Heater Pipe Insulation	1	LF	\$ 3.50	*see footnote

SUBCONTRACTOR PAYMENT REQUEST

CAP FORM # 2076A

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	CA State	Zip Code
Contractor Name		

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 _____ OWNER Title Date

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

CAARC

Business Unit (5) _____

Purchase Order # and line # (10) _____

Invoice # _____

536240

Account (6) _____

Amount Authorized _____

21050

Fund (5) _____

Comments if amount authorized is different from amount requested _____

5200200000

Dept ID (10) _____

54075

Program (5) _____

Programs _____ Date

Class (10) _____

Fiscal (Staff) _____ Date

Project/Grant (15) _____

Contracts _____ Date

Vendor Code (10) _____

Fiscal (Accountant) _____ Date

RETURN TO CAP RIVERSIDE, FISCAL DIVISION

COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY
Instructions for Contractor Reimbursement Request

For the purpose of these instructions, "SUBCONTRACTOR" is referred to as "CONTRACTOR".

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 Services

Period: July 1, 2018 through June 30, 2022

SUBCONTRACTOR 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.

	President/Owner
_____ Signature	_____ Title
Reliable Energy Management, Inc	9/10/18
_____ Agency/Organization	_____ Date

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

Program: weatherization services

Period: July 1, 2018 through June 30, 2022

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

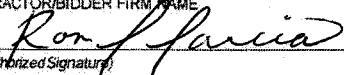
Ron Garcia President/Owner
Signature Title

Reliable Energy Management, Inc
9/10/18
Agency/Organizations 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.

Reliable Energy Management, Inc

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
<i>Ron Garcia</i>	954517339
BY (Authorized Signature)	DATE EXECUTED
 Ron Garcia	9/10/18
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
President/Owner	(562) 577-0727
TITLE	
7201 Rosecrans Ave Paramount, CA 90723	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

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

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



EXHIBIT H



Policy Title: Subcontractor Billing Procedure

Created: August 9, 2018

Purpose: The purpose of this policy is to provide the proper procedure in documentation, paperwork completion, inspection, invoicing, and submission of files to fiscal for billing and reporting.

The fiscal unit reviews, tracks, and verifies all required file documents making sure they are included in the file, prepares file for payment, and process payment vouchers.

Policy:

- 1) **Day of work completion:** Subcontractor will submit Statement of Work (SOW) file to Community Services Assistant (CSA) indicating assessed work on dwelling has been completed and file is now ready for inspection.
 - a. CSA will record receipt of SOW in ServTraq and schedule inspection.
 - b. CSA will inform Administrative Services Assistant (ASA) and Community Program Specialist II (CPS) that SOW has been received.
 - c. ASA will update tracking log.
 - d. CPS will track file to ensure all inspection/correction timelines are met in accordance with contractual obligations.

- 2) **Inspection:** Inspector will proceed through inspection of dwelling using SOW as reference to verify installations/work completed match initial assessment and Work Order (WO) or any change requests that may have occurred afterwards.
 - a. **Corrections:** Inspector will communicate directly with subcontractor to identify and ask for remediation of any necessary corrections. Subcontractor will respond to CAP corrections within 5-business days.
 - i. Subcontractor will coordinate completion of remediation and coordinate scheduling of Correction Verification appointment (CVA) with CAP. This appointment is to take place on the final day Subcontractor will be at dwelling to complete corrections, and Subcontractor representative is expected to be in attendance. CVA will clear all corrections, either physical or paperwork, and file will be ready for further processing by CAP at that time.
 - ii. In the event additional corrections are necessary post scheduled CVA, or Subcontractor fails to coordinate scheduling, or participate in attendance of CVA with CAP, CAP will complete a secondary inspection to clear corrections.

- iii. Any additional inspection deemed necessary by CAP after CVA will incur a \$25 fee to be deducted against Subcontractors final invoice.
 - iv. If Subcontractor fails to complete corrections and/or contact CAP for scheduling of CVA within 5-business day deadline, measures may be rescinded and completed by CAP In-House or by alternate Subcontractor. Reimbursement for these measures will be removed from final invoice as Subcontractor forfeits reimbursement.
 - b. **Submission of file for approval:** Inspector will submit file to Lead Inspector for approval.
 - i. Approved inspection file will be submitted to ASA by Lead Inspector for beginning of billing process.
- 3) **Invoicing:** Once file has been approved, lead inspector will forward file to ASA as indication of file completion. ASA will review documentation and contact Subcontractor to request invoice. Subcontractor will submit one invoice to ASA who will verify against SOW before submitting to Fiscal for billing.
 - a. Lead Inspector will submit approved file to ASA.
 - b. ASA will request and receive final invoice from subcontractor.
 - c. ASA will enter information into Serv-Traq, proceed through file check off, create billing receipt, and forward completed file to fiscal for billing.
 - d. **Inspection File Check Off:** ASA determines proper documentation: confirms inspection sheet is signed off, dates of work, invoice amounts match quotes, all paperwork is completed (HVAC, assessment, CAS, eligibility, etc.), and file expiration dates are current.
- 4) **Subcontractor Payment Request (Form 2076A):** The Subcontractor Payment Request (Form 2076A) and the invoice is delivered to the Weatherization Unit from the subcontractor.
 - a. Subcontractor delivers the completed 2076A to the Weatherization Unit.
 - b. Weatherization unit provides the original 2076A form with invoice to the accounting technician in the Fiscal unit.
- 5) **Forward to Fiscal:** ASA moves files with completed billing receipt to fiscal and retrieves signature from fiscal staff verifying delivery/receipt of billing files.
 - a. ASA will update ServTraq notes and job status updates to indicate file was moved on to billing.
- 6) **File is logged:** The file is logged into the aging log by Accounting Technician (AT) for each Subcontractor's Name, the Invoice Date Received, Today's Date, Invoice Number, Customer's Name, Amount, Invoice Date, and Comments.

- a. The file is delivered to the Administrative Services Assistant (ASA) in the Fiscal Unit. Once the file is received from the Weatherization unit, the files are stamped, and logged in a master log in an Excel spreadsheet.
- 7) **Preparing file for payment:** The billing files are paid by the AT from different funding grant contracts. Documents required vary based on the services provided and program for the file. Documents are verified to ensure that required documents are included in the file to proceed with the invoice payment.
- a. If errors or missing documents are identified, the community services assistant or the administrative services assistant sends the file back to the appropriate person in the Weatherization unit for correction.
 - b. If no errors are found and required documents are included in the file, the file information such as, the measures, the assessment, and the diagnostics are entered into Serv-Traq.
- 8) **Verification of all documents:** Once all documents have been verified and entered into Serv-Traq, the Jobsheet Details report is printed and added to the file by fiscal ASA/CSA . The file is then given to the accounting technician in the Fiscal Unit to process the subcontractor payment.
- a. Accounting technician verifies the invoice to insure there are no discrepancies recorded on the ServTraq report. If there is any adjustments need to be made to the invoice, the accounting tech scans the adjusted invoice to the subcontractor for approval. Once the invoice is approved, then the accounting technician completes the bottom portion of the Subcontractor Payment Request (2076A form). The information recorded includes Business unit, Account #, Fund, Dept. Id, Program, Vendor Code, Purchase Order #, Invoice#, and Amount Authorized.
- 9) **Manager approval for payment:** The Accounting Technician signs the Subcontractor Payment Request form (2076A) and gives the form and the invoice to the program manager for signature.
- 10) **Voucher is created:** The voucher is created through PeopleSoft and approved by the supervising accountant.
- a. The AT logs the file under the Subcontracting Tracking spreadsheet. Information entered as following: Monthly Claim, Month and Date, Invoice Number, Service Month, Amount Paid, Voucher Date, Voucher Number, and P.O. Number.
 - b. The voucher is logged once more into the aging report as paid.
 - c. The file is completed and filed away.
 - d. The Auditor Controller Office (ACO) approve and process the payment, issue and mail the warrants to the Subcontractors.

11) Generating EARS Report

- a. After the cut-off date of processing vouchers which is designated by the Auditor Controller Office (ACO) each month, the Accounting Technician draws a line in the subcontractor's tracking payment spread sheet for the month and calculates the sum of the expenditures for that month.
- b. After ensuring all the vouchers are approved and paid by the ACO, the expenditure Transaction report is retrieved from Simpler as an excel file.
- c. Reconciliation between the Simpler Report and the Sub contractor's tracking payment is made to ensure everything is matching.
- d. Log onto ServTraq and:
 - Mark all the Job IDs (Customers' name) as reported to generate a report by each program (Liheap WX, EHA-16, DOE, TRP, LIWP, etc....).
 - This report lists all the customers that will be reported to the State for the designated month.
 - Reconcile the list with Simpler report to ensure all the Job IDs are reported.
 - Run the CSD monthly reports by each program which needs to be submitted for that month. This report is used to key in all the information in EARS reports.
 - Run the Measures Summary Report by each program, export it to Excel file, then create a Pivot table to get the full details of the job Ida, programs, measures, total amount per customer, total amount of Subcontractors payment, and the cap salaries.
- e. The AT ensures the subcontractor's tracking spread sheet, the Simpler expenditure transaction report, the CSD monthly report and the measure summary report are all matching.