

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



**ITEM: 3.15
(ID # 14576)**

MEETING DATE:
Tuesday, April 13, 2021

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION & WORKFORCE SOLUTIONS / COMMUNITY ACTION PARTNERSHIP (HHPWS/CAP): Approve the Form of the Professional Services Agreement for Weatherization Services and Approve the Weatherization Program Awards to Greencat, Inc.; John Harrison Contracting, Inc.; Campesinos Unidos, Inc.; Builder Services Group, Inc. dba TruTeam of California; WSCL, Inc.; and Reliable Energy Management, Inc.; All Districts [\$844,713 - 100% State of California Department of Community Services and Development Funds]; CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3);
2. Approve the attached form of the Professional Services Agreement for Weatherization Services (Agreement) which shall be used as the form to memorialize each contract between the Department of Housing, Homelessness Prevention and Workforce Solution/Community Action Partnership (HHPWS/CAP) and the contractors, final forms of which shall be subject to approval as to form by County Counsel;

Continued on Page 2


ACTION: Policy


Heidi Marshall, Director 3/12/2021

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, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: April 13, 2021
xc: HHPWS, Recorder

Kecia R. Harper
Clerk of the Board
By 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Ratify and approve the awarding of Agreements to conduct weatherization services to the following contractors: Builder Services Group Inc dba TruTeam of California; WSCL, Inc.; and Reliable Energy Management, Inc., for a period of performance of July 1, 2020 through June 30, 2021, with the option to renew the Agreements in writing for four years on a yearly basis, subject to available funding and subject to approval as to form by County Counsel;

The initial Agreement amounts for the following contractors will be as follows:

Builder Services Group Inc dba TruTeam of California:	\$200,000
WSCL, Inc.:	\$200,000
Reliable Energy Management, Inc.:	\$200,000

4. Ratify and approve the awarding of Agreements to conduct weatherization services to the following contractors: Greencat Inc; John Harrison Contracting, Inc.; and Campesinos Unidos, Inc., for a period of performance of March 30, 2021 through June 30, 2021, with the option to renew the Agreements in writing for four years on a yearly basis, subject to available funding and subject to approval as to form by County Counsel;

The initial Agreement amounts for the following contractors will be as follows:

Greencat Inc.:	\$100,000
John Harrison Contracting, Inc.:	\$72,356
Campesinos Unidos, Inc.	\$72,357

5. Authorize the Director of the Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, to execute Agreements with each of the contractors, substantially conforming in form and substance to the attached Agreement, subject to approval as to form by County Counsel;
6. Authorize the Director of HHPWS, or designee, to take all necessary steps to implement the Agreements including, but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; (b) redistributing contract amounts among the contractors as necessary to maximize service to the community; and (c) negotiating, signing and implementing any amendments to the Agreements, including, but not limited to, Agreement renewals and/or amendments that result in an increase in the award of funds to any contractor provided such increased funding has been approved by the Board, subject to approval as to form by County Counsel; and
7. Direct staff to file the Notice of Exemption with the County Clerk within five working days of approval.

Continued on Page 3

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$844,713	\$0	\$844,713	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: CSD LIHEAP Grant 100%			Budget Adjustment: No	
			For Fiscal Years: 2020/21	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

Annual Award of LIHEAP Funds

The State of California's Department of Community Services and Development (CSD) sponsors the Low-Income Home Energy Assistance Program (LIHEAP) grant program. This program provides local agencies with the financial resources to hire contractors that will install, repair, or renovate the heating, cooling, insulation, and weatherization needs of dwellings belonging to low-income individuals. The County of Riverside Community Action Partnership (CAP) receives LIHEAP funding annually and currently has \$844,713 available for contracted services via the following funding awards:

- A. CSD has awarded CAP a total of \$8,069,477 in the Annual LIHEAP 2021 (Contract #21B-5027) for the period of November 1, 2020 through June 30, 2022, of which \$507,891 is earmarked for weatherization services for eligible low-income Riverside County residents.
- B. CSD has awarded CAP a total of \$165,592 in funding via the Department of Energy (DOE) (Contract #20C-6013) for the period of July 1, 2020 through June 30, 2021, of which \$136,822 is available for weatherization services for eligible low-income Riverside County residents.
- C. CSD has awarded CAP a total of \$2,622,089 in a one-time grant LIHEAP CARES Act Program (Contract #20U-2576) for the period of July 1, 2020 through September 30, 2021, of which \$200,000 is available for weatherization services for eligible low-income Riverside County residents.

CAP is the Project Sponsor and has administered the LIHEAP program for many years. As Project Sponsor, CAP plans, coordinates, and monitors weatherization services for eligible Riverside County residents. Such services include the repair or replacement of HVAC

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systems, insulation, weatherstripping, furnaces, heaters, and energy efficient lighting in effort to reduce energy costs.

The total dollar amount of the agreements with the contractors is not a guarantee of payment amount. The total dollar amount is the maximum amount that is available per contractor for performing billable work under the CSD contract. Any unspent contract amount will be carried forward to the next fiscal year, pursuant to the terms of the funding source.

As additional funding becomes available for weatherization services, CAP will bring the funding before the Board of Supervisors to ask that the funds to be added to the agreements with the subcontractors.

On July 10, 2020, CAP published a Request for Qualifications (RFQ) No. 2020-001 to find and evaluate local contractors to do the weatherization work required by the CSD LIHEAP grant. CAP qualified six local contractors that met the criteria to participate in this program. Three contractors (Builder Services Group Inc dba TruTeam of California, WSCL, Inc., and Reliable Energy Management, Inc.) have existing contract with CAP that expired on June 30, 2020. The other three are new contractors (Greencat Inc, John Harrison Contracting, Inc., and Campesinos Unidos, Inc.).

Staff recommends that the Board of Supervisors approve the awards to the above listed contractors and approve the form of the attached Agreement. The attached Agreement has been approved as to form by County Counsel.

Impact on Residents and Businesses

Low-income residents of Riverside County will have access to critical weatherization services through funding provided by the LIHEAP grant. These services will increase the effectiveness of a dwelling's insulation and HVAC equipment, and reduce overall energy bills.

Contract History and Price Reasonableness

The County issued Request for Qualifications (RFQu) # 2020-001 which included outreach efforts to solicit bids from minority and low-income businesses. The RFQu notification was viewed by six vendors, with these six vendors submitting bid responses. The proposals were carefully reviewed by an evaluation team and each submittal met all the requirements and minimum pricing. The prices proposed by each contractor shall not exceed the amounts set forth by CSD for the work as listed in State and Federal regulations. All six vendors that responded to the RFQu were all awarded. This consisted of three incumbents and three new contractors. No County funds are required for these agreements.



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California Environmental Quality Act (CEQA) Findings

Pursuant to the California Environmental Quality Act (CEQA), the agreements and the award were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" exemption. The Project includes the following: (i) the award provides LIHEAP grant funds from the State to HHPWS/CAP to provide weatherization services, and (ii) the Agreement template between CAP and the listed contractors will involve the provision of weatherization services to upgrade, repair, or renovate existing homes, insulation, weatherstripping and appliances. It can be seen with certainty that there is no possibility that these services may have a significant effect on the environment, as the work to be done will not change the existing structures and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by HHPWS staff with the County Clerk within five (5) days of the approval of this item.

ATTACHMENT:

- A. Fiscal Year 2020-2021 CSD LIHEAP Grant #21B-5027 signature page
- B. Fiscal Year 2020-2021 CSD Department of Energy (DOE) Grant #20C-6013 signature page
- C. Fiscal Year 2020-2021 LIHEAP CARES Act Program Grant #20U-2576 signature page
- D. Form of Professional Services Agreement for Weatherization Services
- E. Notice of Exemption

 Tina Grande, Director of Purchasing 3/19/2021  Steven Atkeson 4/5/2021

 Gregory Prietos, Director County Counsel 4/1/2021

RECEIVED
CONTRACT SERVICES UNIT

2020 NOV 9 AM 7:38

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD. 213 (Rev 03/2019) CSD (Rev 07/2019)

AGREEMENT NUMBER

21B-5027

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

Community Action Partnership of Riverside County

2. The term of this Agreement is: November 1, 2020 through June 30, 2022

3. The maximum amount of this Agreement is: Total \$8,069,477.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Preamble*

Article 1 - Scope of Work*

Article 2 - Contract Construction, Administration, Procedure*

Article 3 - Contract Changes*

Article 4 - Administrative Policies and Procedures*

Article 5 - Administrative and Program Expenditures Requirements*

Article 6 - Reporting Policies and Procedures*

Article 7 - Program Policies and Procedures*

Article 8 - Program Implementation*

Article 9 - Training, Licensing and Certifications*; Article 10 - Compliance Policies and Procedures*

Article 11 - Federal and State Policy Provisions*; Article 12 - General Terms and Conditions GTC 04/2017*

Article 13 - Definitions*; Article 14 - Table of Forms and Documents Incorporated by Reference*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR

California
Department of General Services
Approval (or exemption, if applicable)

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

Community Action Partnership of Riverside County

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP

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

PRINTED NAME OF PERSON SIGNING

Heidi MARSHALL

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

Heidi Marshall

DATE SIGNED

11/3/2020

I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTING AGENCY ADDRESS

2389 Gateway Oaks Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Chris Vail

TITLE

Chief Financial Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

CV

DATE SIGNED

11-17-2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 20C-6013	PURCHASING AUTHORITY NUMBER (if applicable)
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- This Agreement is entered into between the Contracting Agency and the Contractor named below
 CONTRACTING AGENCY NAME
Department of Community Services and Development
 CONTRACTOR NAME
Community Action Partnership of Riverside County
- The term of this Agreement is: **July 1, 2020 through June 30, 2021**
- The maximum amount of this Agreement is: **Total \$165,592.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
 Preamble
 Article 1 - Scope of Work*
 Article 2 - Contract Administration and Procedure*
 Article 3 - Contract Changes*
 Article 4 - Administrative Policies and Procedures*
 Article 5 - Administrative and Program Expenditures Requirements*
 Article 6 - Reporting Policies and Procedures*
 Article 7 - Program Policies and Procedures*
 Article 8 - Program Implementation*
 Article 9 - Training, Licensing and Certifications*
 Article 10 - Compliance Policies and Procedures*
 Article 11 - Federal and State Policy Provisions*
 Article 12 - General Terms and Conditions*
 Definitions*; Table of Forms and Documents Incorporated by Reference*; Addendum A*
 Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR		California Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) Community Action Partnership of Riverside County			
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 2038 Iowa Ave, Suite B-102, Riverside, CA 92507			
PRINTED NAME OF PERSON SIGNING Heidi Marshall	TITLE Director		
CONTRACTOR AUTHORIZED SIGNATURE <i>Heidi Marshall</i>	DATE SIGNED 9-16-2020		
STATE OF CALIFORNIA			
CONTRACTING AGENCY NAME Department of Community Services and Development			
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Chris Vail	TITLE Chief Financial Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

FORM APPROVED COUNTY COUNSEL
 BY: *Amrit P. Dhillon* **8/26/2020**
 AMRIT P. DHILLON DATE



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

PROGRAM (Circle all that apply): **Department of Energy
Weatherization Assistance Program**

PERIOD: July 1, 2020 through June 30, 2021

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

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

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

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

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

Director
Title

[Signature]
Signature

Community Action Partnership of Riverside County
Agency/Organization

9-16-2020
Date

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 8/26/2020
AMRIT P. DHILLON DATE

2020 SEP 10 PM 3:18

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 20U-2576	PURCHASING AUTHORITY NUMBER (if applicable)
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- This Agreement is entered into between the Contracting Agency and the Contractor named below
 CONTRACTING AGENCY NAME
Department of Community Services and Development
 CONTRACTOR NAME
Community Action Partnership of Riverside County
- The term of this Agreement is: **July 1, 2020 through April 30, 2021**
- The maximum amount of this Agreement is: **Total \$2,622,089.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
 Part I
 Preamble
 Article 1 - Scope of Work
 Article 2 - Contract Construction, Administration, Procedure
 Part II*
 Subpart A - Administrative Requirements*
 Subpart B - Financial Requirements*
 Subpart C - Programmatic Requirements*
 Subpart D - Compliance Requirements*
 Subpart E - Certifications and Assurances*
 Subpart F - State Contracting Requirements GTC 04/2017*
 Subpart G - Definitions*
 Subpart H - Table of Forms*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR		California Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) Community Action Partnership of Riverside County			
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 2038 Iowa Ave, Suite B-102, Riverside, CA 92507			
PRINTED NAME OF PERSON SIGNING Heidi MARSHALL		TITLE Director	
CONTRACTOR AUTHORIZED SIGNATURE <i>Heidi Marshall</i>		DATE SIGNED 9/2/2020	
STATE OF CALIFORNIA			
CONTRACTING AGENCY NAME Department of Community Services and Development			
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Chris Vail	TITLE Chief Financial Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>CV</i>		DATE SIGNED 9-22-2020	

I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval.

FORM APPROVED COUNTY COUNSEL

BY: *AMRIT P. DHILLON* DATE: **8/15/2020**

HHPWS

Housing, Homelessness Prevention and Workforce Solutions

To: County Clerk
2724 Gateway Drive
Riverside, CA 92507

*COPY
department to file*

Activity Title: Riverside County Weatherization Project

Activity Location: Throughout Riverside County

Activity Description – Nature, Purpose and Beneficiaries: The Community Action Partnership (CAP) received a grant from the State of California’s Department of Community Services and Development (CSD) which sponsors the Low-Income Home Energy Assistance Program, (LIHEAP) grant program. This program provides local agencies with the financial resources to hire contractors who will install, repair or renovate the heating, cooling, insulation and weatherization needs of dwellings belonging to low-income individuals and households. The scope of the weatherization projects includes the following: installing new HVAC units, weatherstripping, windows and insulation. No new residential units will be created, and the existing use of the homes will remain the same and of similar intensity. Any existing impacts related to noise, traffic, or utilities will remain similar to existing conditions.

Name of Public Agency Approving Project: Community Action Partnership / HHPWS

Name of Person/Agency Carrying out Project: Community Action Partnership / HHPWS

Exempt Status: California Environmental Quality Act (CEQA) Guidelines Title 14 California Code of Regulations, Section 15301, Existing Facilities and Section 15061(b)(3), General Rule Exemption.

Reasons Why Activity is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. The existing structures that will be weatherized do not possess any historic significance and the homes exist in neighborhoods that are already developed. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The weatherization of existing homes will not have an effect on the environment and no significant physical environmental impacts are anticipated to occur.

• Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous home’s use. The project as proposed is the weatherization of existing homes, and as proposed, is minimal and would not result in any significant physical impacts related to air quality, traffic, noise, biological or historic resources, or any other potential physical environmental impacts. Once the weatherization’s are complete, the properties will continue to operate as residential homes. Therefore, the project meets the scope and intent of the Class 1 Exemption.

• Section 15061(b)(3) – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed weatherization projects may have a significant effect on the environment. The weatherization of already existing homes at the same physical locations will not have an effect on the environment. The weatherized homes will not increase any potential environmental impacts from either the replacement of the old HVAC units or operation of the new HVAC units themselves. The use and operation of the homes will be substantially unchanged and will not create any new environmental impacts to the surrounding area. In fact, the weatherized homes will improve both the existing structures and the surrounding community. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Lead Agency Contact: Mike Walsh, Deputy Executive Director

Telephone: (951) 343-5403

Signature: 

Date: 12/14/2020

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PROFESSIONAL SERVICES AGREEMENT

For

Weatherization Services

By and Between

The County of Riverside

And

[NAME]



1 THIS PROFESSIONAL SERVICES AGREEMENT FOR WEATHERIZATION
2 SERVICES ("Agreement"), is made and entered into this ____ day of February, 2021 by
3 and between [NAME] a California corporation/entity ("CONTRACTOR") and the
4 COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of
5 its Community Action Partnership, ("CAP"). The parties agree as follows:

6
7 **1. Description of Services**

8 CONTRACTOR shall provide CAP Riverside clients, who are low-income, and
9 their families, with complete weatherization services as outlined and specified in the
10 Scope of Service, attached hereto as Exhibit "A" and incorporated herein by this
11 reference.

12 **1.1** CONTRACTOR represents that it has the skills, experience and knowledge
13 necessary to fully and adequately perform under this Agreement, and CAP Riverside
14 relies upon this representation. CONTRACTOR shall perform to the satisfaction of CAP,
15 and CONTRACTOR shall perform the services and duties in conformance to and
16 consistent with the standards generally recognized as being employed by professionals
17 in the same discipline in the State of California. CONTRACTOR further represents and
18 warrants to CAP that it has all licenses, permits, qualifications and approvals of whatever
19 nature are legally required to practice its profession and provide weatherization services.
20 CONTRACTOR further represents that it shall keep all such licenses and approvals in
21 effect during the term of this Agreement. CONTRACTOR further represents that it is
22 familiar with all of the California State Community Services and Development
23 Department ("CSD") compliance documents that are available online on the CSD
24 website at: <http://www.providers.csd.ca.gov>. CONTRACTOR further affirms that is has
25 registered for access to the CSD website.

26 **1.2** CONTRACTOR shall comply with all applicable terms as set forth in the
27 State of California – Department of General Services Standard Agreement 21B-5027.
28

1 **1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed
2 under this Agreement; and CONTRACTOR agrees it can properly perform this work at the
3 fees stated in Exhibit “B”, attached hereto and incorporated herein by this reference, or in the
4 amounts as otherwise structured by CAP, if the CONTRACTOR’S fees are in excess of the
5 maximum allowable amounts. CONTRACTOR shall not perform services or provide products
6 that are not set forth in this Agreement, unless by prior written request of CAP.

7 **1.4** Acceptance by CAP of CONTRACTOR’S performance under this Agreement
8 does not operate as a release of CONTRACTOR’S responsibility for full compliance with the
9 terms of this Agreement.

10 **1.5** CAP shall provide a weatherization assessment on each eligible household,
11 which shall serve as the Scope of Work for that job.

12
13 **2. Period of Performance**

14 **2.1** This Agreement shall commence upon signature of this Agreement by both
15 parties and shall continue until all funds are expended or until September 30th, 2021,
16 whichever occurs first, unless earlier terminated pursuant to Paragraph 5 below.
17 CONTRACTOR shall commence performance upon that date and shall diligently and
18 continuously perform thereafter.

19 **2.2** In the event CAP receives additional funding, CAP shall have the option to
20 renew this Agreement for four (4) additional years in one (1) year increments, upon mutual
21 written agreement signed by both parties.

22
23 **3. Compensation**

24 **3.1** CAP shall pay CONTRACTOR for services performed, products provided,
25 and expenses incurred in accordance with the Pricing Matrix attached hereto as Exhibit
26 “B” and incorporated herein by this reference. Maximum payment by CAP to
27 CONTRACTOR for the services provided herein, shall not exceed [AMOUNT] AND
28

1 [AMOUNT] DOLLARS (\$xxx,xxx), including all expenses, ("Contracted Amount") over
2 the term of this Agreement.

3 CAP shall not be responsible for any fees or costs incurred above or beyond the
4 aforementioned Contracted Amount and CAP shall have no obligation to purchase any
5 specified amount of services or products, unless agreed to in writing by CAP pursuant
6 to Paragraph 4 below. CONTRACTOR shall not be entitled to any additional fees for any
7 of the Weatherization Services other than those set forth below.

8 No compensation shall be allowed for administrative, overhead, word processing
9 (normal or overflow secretarial time or overtime, or computer time or service) and related
10 expenses.

11 **3.2** The maximum amounts payable to the CONTRACTOR pursuant to this
12 Agreement shall not exceed the amounts listed in Exhibit "B" and/or those authorized by
13 LIHEAP and CSD standards for that particular calendar year. If any of the amounts listed
14 in Exhibit "B" are in excess of these maximum allowable costs, then those costs shall be
15 reduced to the maximum allowable amount(s) by CAP in its sole and absolute discretion.

16 **3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted
17 to CAP by CONTRACTOR. CAP shall pay the invoice within thirty (30) working days
18 from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only
19 after services have been rendered or delivery of materials or products, and acceptance
20 has been made by CAP Riverside. Prepare invoices in duplicate. For this Agreement,
21 send the original and duplicate copies of invoices to:

22 Community Action Partnership - Riverside
23 2038 Iowa Avenue Ste. B-102, Riverside, CA 92507
24 ATTN: Executive Director
25 (951) 955-4900

26 **a)** The CONTRACTOR shall submit a weekly invoice for actual expenses
27 incurred in providing the Service along with appropriate documentation of
28 expenditures (receipts, copies of checks issued, timecards, travel expense,

1 etc.); remittance address; and an invoice total.

2 **b)** The Invoice must be submitted within five (5) working days of the end of
3 the reporting period. Expenditures may not be reimbursed if all documentation
4 is not received in a timely manner.

5 **c)** If the eligibility of expenditures cannot be determined because
6 CONTRACTOR'S records or documentation are nonexistent or inadequate,
7 according to generally accepted accounting practices, the questionable costs
8 shall be disallowed by CAP.

9 **3.4** CAP's obligation for payment of this Agreement beyond September 30,
10 2021 is contingent upon and limited by the availability of funding from which payment
11 can be made. No legal liability on the part of CAP shall arise for payment beyond
12 September 30, 2021 unless funds are made available for such payment. In the event
13 that such funds are not forthcoming for any reason, CAP shall immediately notify
14 CONTRACTOR in writing, and this Agreement shall be deemed terminated and have no
15 further force and effect.

16 **3.5** CONTRACTOR acknowledges and agrees that this Agreement and the
17 provision of services hereunder is nonexclusive and that the CAP may enter into similar
18 agreements with other entities for the provision of similar services.

19 **3.6** The CONTRACTOR agrees that if, during the period of performance, CAP
20 determines that the total Contracted Amount will not be expended, CAP, in its sole and
21 absolute discretion, reserves the right to reduce the Contracted Amount, as determined
22 by a review of CONTRACTOR'S invoices. Any reductions will be made in accordance
23 with the terms outlined below in Paragraph 4 and/or Paragraph 5.

24
25 **4. Alteration or Changes to the Agreement**

26 **4.1** No alteration or variation of the terms of this Agreement shall be valid
27 unless made in writing and signed by the parties hereto, and no oral understanding or
28 agreement not incorporated herein shall be binding on any of the parties hereto other

1 than as defined below in Section 4.3. No additional services shall be performed by
2 CONTRACTOR without a written amendment to this Agreement.

3 **4.2** CONTRACTOR understands that the Contracting Officer or the HHPWS
4 Director or designee, are the only authorized CAP representatives who may at any time,
5 by written order, make any alterations within the general scope of this Agreement.

6 **4.3** Additional Required Measures: If any new or additional construction,
7 weatherization or rehabilitation measures, requirements or standards are adopted or
8 required by the County of Riverside, the State of California, or the U.S. Government,
9 during the term of this Agreement, those new measures shall be considered the required
10 standards and shall replace all relevant current Scope of Work requirements, upon two
11 working days written notice to the CONTRACTOR.

12 **4.4** Any claim by the CONTRACTOR for additional payment related to this
13 Agreement shall be made in writing by the CONTRACTOR within 30 days of when the
14 CONTRACTOR has or should have notice of any actual or claimed change in the Scope
15 of Service, which results in additional and unanticipated cost to the CONTRACTOR. If
16 the Contracting Officer decides that the facts provide sufficient justification, he may
17 authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in
18 this Paragraph 4 shall excuse the CONTRACTOR from proceeding with performance of
19 the Agreement even if there has been a change in the Scope of Service.

20
21 **5. Termination**

22 **5.1** CAP may, by written notice to CONTRACTOR, terminate this Agreement in
23 whole or in part at any time. Such termination may be for CAP's convenience or because
24 of CONTRACTOR'S failure to perform its duties and obligations under this Agreement
25 including, but not limited to, the failure of CONTRACTOR to timely perform services
26 pursuant to this Agreement, including, but not limited to the Scope of Service attached
27 hereto as Exhibit "A" and the Services.

28 **5.2 Discontinuance of Services.** Upon Termination, CONTRACTOR shall,

1 unless otherwise directed by the notice, discontinue all services and deliver to CAP all
2 data, estimates, graphs, summaries, reports, and other related materials as may have
3 been prepared or accumulated by CONTRACTOR in performance of services, whether
4 completed or in progress.

5 **5.3** Effect of Termination for Convenience. If the termination is to be for the
6 convenience of CAP, then CAP shall compensate CONTRACTOR for services
7 satisfactorily provided through the date of termination. CONTRACTOR shall provide
8 documentation deemed adequate by CAP to show the services actually completed by
9 CONTRACTOR prior to the date of termination. This Agreement shall terminate thirty
10 (30) days following receipt by CONTRACTOR of the written notice of termination.

11 **5.4** Effect of Termination for Cause. If the termination is due to the failure of
12 CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR shall be
13 compensated for those services which have been completed in accordance with this
14 Agreement and accepted by CAP. In such case, CAP may take over the work and
15 prosecute the same to completion by contract or otherwise. Further, CONTRACTOR
16 shall be liable to CAP for any reasonable additional costs incurred by CAP to revise work
17 for which CAP has compensated CONTRACTOR under this Agreement, but which the
18 CAP has determined in its sole discretion needs to be revised in part or whole to
19 complete the project. Prior to discontinuance of services, CAP may arrange for a meeting
20 with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to
21 adequately fulfill its requirements under this Agreement. In its sole discretion, CAP may
22 propose an adjustment to the terms and conditions of the Agreement, including the
23 contract price. Such contract adjustments, if accepted in writing by the parties, shall
24 become binding on CONTRACTOR and shall be performed as part of this Agreement.
25 In the event of termination for cause, unless otherwise agreed to in writing by the parties,
26 this Agreement shall terminate seven (7) days following the date the notice of termination
27 was mailed to CONTRACTOR. Termination of this Agreement for cause may be
28 considered by CAP in determining whether to enter into future agreements with

1 CONTRACTOR.

2 **5.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S
3 rights under this Agreement shall terminate (except for fees accrued prior to the date of
4 termination) upon dishonesty, or a willful or material breach of this Agreement by
5 CONTRACTOR, or in the event of CONTRACTOR'S unwillingness or inability for any
6 reason whatsoever to perform the duties hereunder, or if the Agreement is terminated
7 pursuant to this Paragraph 5. In such event, CONTRACTOR shall not be entitled to any
8 further compensation under this Agreement.

9 **5.6** If this Agreement is federally or State funded, CONTRACTOR shall not be
10 debarred from the System for Award Management (SAM). CONTRACTOR must notify
11 CAP immediately of a debarment. Reference: System for Award Management (SAM) at
12 <https://www.sam.gov> for the Central Contractor Registry (CCR), Federal Agency
13 Registration (FedReg), Online Representations and Certifications Application, (ORCA)
14 and Excluded Parties List System (EPLS). (Executive Order 12549, 7 CFR Part 3017,
15 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the
16 Official U.S. Government system that consolidated the capabilities of CCR, FedReg,
17 ORCA, and EPLS.

18 **5.7** The rights and remedies of CAP provided in this Paragraph 5 shall not be
19 exclusive and are in addition to any other rights and remedies provided by law or this
20 Agreement.

21
22 **6. Ownership/Use of Contract Materials and Products**

23 CONTRACTOR agrees that all materials, reports or products in any form, including
24 electronic, created by the CONTRACTOR for which the CONTRACTOR has been
25 compensated by CAP pursuant to this Agreement shall be the sole property of CAP. The
26 material, reports or products may be used by CAP for any purpose that it deems to be
27 appropriate, including but not limited to, duplication and/or distribution within CAP or to
28

1 third parties. CONTRACTOR agrees not to release or circulate in whole or part such
2 materials, reports, or products without prior written authorization of CAP.

3
4 **7. Conduct of Contractor**

5 7.1 CONTRACTOR covenants that it presently has no interest, including but
6 not limited to, other projects or independent contracts, and shall not acquire any such
7 interest, direct or indirect, which would conflict in any manner or degree with the
8 performance of services required under this Agreement. CONTRACTOR further
9 covenants that in the performance of this Agreement, no person having any such interest
10 shall be employed or retained by it under this Agreement. CONTRACTOR agrees to
11 inform CAP of all CONTRACTOR'S interests, if any, which are or may be perceived as
12 incompatible with CAP'S interests.

13 7.2 CONTRACTOR shall not, under circumstances which could be interpreted
14 as an attempt to influence the recipient in the conduct of his/her duties, accept any
15 gratuity or special favor from individuals or firms with whom CONTRACTOR is doing
16 business or proposing to do business, in accomplishing the work under this Agreement.

17 7.3 CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
18 entertainment directly or indirectly to CAP employees.

19 7.4 CONTRACTOR agrees to submit to CAP, prior to release, copies of any
20 proposed publicity pertaining to this Agreement. CAP reserves the right to modify or
21 withdraw said publicity, in its sole and absolute discretion.

22
23 **8. Inspection of Service; Quality Control/Assurance**

24 8.1 All performance (which includes services, workmanship, materials,
25 supplies and equipment furnished or utilized in the performance of this Agreement) shall
26 be subject to inspection and test by CAP or other regulatory agencies at all times. The
27 CONTRACTOR shall provide adequate cooperation to CAP representative(s) to permit
28 him/her to determine CONTRACTOR'S conformity with the terms of this Agreement. If

1 any services performed or products provided by CONTRACTOR are not in conformance
2 with the terms of this Agreement, CAP shall have the right to require CONTRACTOR to
3 perform the services or provide the products in conformance with the terms of the
4 Agreement at no additional cost to CAP. When the services to be performed or the
5 products to be provided are of such nature that the difference cannot be corrected, CAP
6 shall have the right to: (1) require CONTRACTOR immediately to take all necessary
7 steps to ensure future performance in conformity with the terms of the Agreement; and/or
8 (2) reduce the Agreement price to reflect the reduced value of the services performed or
9 products provided. CAP may also terminate this Agreement for default and charge to
10 CONTRACTOR any costs incurred by CAP because of CONTRACTOR'S failure to
11 perform.

12 **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring to
13 ensure proper performance under this Agreement; and shall permit a CAP
14 representative(s) to monitor, assess or evaluate CONTRACTOR'S performance under
15 this Agreement at any time upon reasonable notice to CONTRACTOR.

16
17 **9. Independent Contractor/Employment Eligibility**

18 **9.1** CONTRACTOR is, for purposes relating to this Agreement, an
19 independent contractor and shall not be deemed an employee of CAP. It is expressly
20 understood and agreed that CONTRACTOR (including its employees, agents and
21 subcontractors) shall in no event be entitled to any benefits to which CAP employees are
22 entitled, including but not limited to overtime, any retirement benefits, worker's
23 compensation benefits, and injury leave or other leave benefits. There shall be no
24 employer-employee relationship between the parties, and CONTRACTOR shall hold
25 CAP harmless from any and all claims that may be made against CAP based upon any
26 contention by a third party that an employer-employee relationship exists by reason of
27 this Agreement. It is further understood and agreed by the parties that CONTRACTOR
28 in the performance of this Agreement is subject to the control or direction of CAP merely

1 as to the results to be accomplished and not as to the means and methods for
2 accomplishing the results.

3 **9.2** CONTRACTOR warrants that it shall make its best effort to fully comply
4 with all federal and state statutes and regulations regarding the employment of aliens
5 and others and to ensure that employees performing work under this Agreement meet
6 the citizenship or alien status requirement set forth in federal statutes and regulations.
7 CONTRACTOR shall obtain, from all employees performing work hereunder, all
8 verification and other documentation of employment eligibility status required by federal
9 or state statutes and regulations including, but not limited to, the Immigration Reform and
10 Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be
11 hereafter amended. CONTRACTOR shall retain all such documentation for all covered
12 employees, for the period prescribed by the law.

13
14 **10. Subcontract for Work or Services**

15 No contract shall be made by CONTRACTOR with any other party for furnishing
16 any of the work or services under this Agreement without the prior written approval of
17 CAP Riverside, but this provision shall not require the approval of contracts of
18 employment between CONTRACTOR and personnel assigned under this Agreement, or
19 for parties previously named in the RFQ and agreed to under this Agreement.

20
21 **11. Disputes**

22 **11.1** The parties shall attempt to resolve any disputes amicably at the working
23 level. If that is not successful, the dispute shall be referred to the senior management of
24 the parties. Any dispute relating to this Agreement which is not resolved by the parties
25 shall be decided by the Contracting Officer who shall furnish the decision in writing. The
26 decision of the Contracting Officer shall be final and conclusive unless determined by a
27 court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so
28 grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed

1 diligently with the performance of this Agreement pending the resolution of a dispute.

2 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
3 shall be obligated to attend a mediation session in Riverside County before a neutral
4 third-party mediator. A second mediation session shall be required if the first session is
5 not successful. The parties shall share the cost of the mediations. Each party shall be
6 responsible for its own legal fees and other expenses incident to the preparation for
7 mediation.

8
9 **12. Licensing and Permits**

10 CONTRACTOR shall comply with all State or other licensing requirements,
11 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and
12 Professions Code. All licensing requirements shall be met at the time proposals are
13 submitted to CAP. CONTRACTOR warrants that it has all necessary permits, approvals,
14 certificates, waivers and exemptions necessary for performance of this Agreement as
15 required by the laws and regulations of the United States, the State of California, the
16 County of Riverside and all other governmental agencies with jurisdiction, and shall
17 maintain these throughout the term of this Agreement.

18
19 **13. Data Security**

20 **13.1 Definitions:** Capitalized terms used herein shall have the meanings set
21 forth in this Paragraph 13.

22 “Authorized Employees” means CONTRACTOR’S employees who have a need
23 to know or otherwise access Personal Information to enable CONTRACTOR to perform
24 its obligations under this Agreement.

25 “Authorized Persons” means (i) Authorized Employees; and (ii) CONTRACTOR’S
26 subcontractors, agents, and auditors who have a need to know or otherwise access
27 Personal Information to enable CONTRACTOR to perform its obligations under this
28 Agreement, and who are bound in writing by confidentiality obligations sufficient to

1 protect Personal Information in accordance with the terms and conditions of this
2 Agreement.

3 "Highly-Sensitive Personal Information" means an (i) individual's government-
4 issued identification number (including social security number, driver's license number
5 or state-issued identified number); (ii) financial account number, credit card number,
6 debit card number, credit report information, with or without any required security code,
7 access code, personal identification number or password, that would permit access to
8 an individual's financial account; or (iii) biometric or health data.

9 "Personal Information" means information provided to CONTRACTOR by or at
10 the direction of CAP, or to which access was provided to CONTRACTOR by or at the
11 direction of CAP, in the course of CONTRACTOR'S performance under this Agreement
12 that: (i) identifies or can be used to identify an individual (including, without limitation,
13 names, signatures, addresses, telephone numbers, e-mail addresses and other unique
14 identifiers); or (ii) can be used to authenticate an individual (including, without limitation,
15 employee identification numbers, government-issued identification numbers, passwords
16 or PINs, financial account numbers, credit report information, biometric or health data,
17 answers to security questions and other personal identifiers), in case of both subclauses
18 (i) and (ii), including, without limitation, all Highly-Sensitive Personal Information.
19 Business contact information is not by itself deemed to be Personal Information.

20 **13.2 Standard of Care:**

21 **A.** CONTRACTOR acknowledges and agrees that, in the course of its
22 engagement by CAP, CONTRACTOR may receive or have access to Personal
23 Information. CONTRACTOR shall comply with the terms and conditions set forth in this
24 Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure
25 of such Personal Information and be responsible for the unauthorized collection, receipt,
26 transmission, access, storage, disposal, use and disclosure of Personal Information
27 under its control or in its possession by all Authorized Employees/Authorized Persons.
28 CONTRACTOR shall be responsible for, and remain liable to, CAP for the actions and

1 omissions of all Authorized Persons that are not Authorized Employees concerning the
2 treatment of Personal Information as if they were CONTRACTOR's own actions and
3 omissions.

4 **B.** Personal Information is deemed to be Confidential Information of CAP and is
5 not Confidential Information of CONTRACTOR. In the event of a conflict or inconsistency
6 between this Section 13 and compliance with California law, the terms and conditions
7 set forth in this Section 13 shall govern and control.

8 **C.** In recognition of the foregoing, CONTRACTOR agrees and covenants that it
9 shall:

10 (i) keep and maintain all Personal Information in strict confidence, using such
11 degree of care as is appropriate to avoid unauthorized access, use or disclosure;

12 (ii) use and disclose Personal Information solely and exclusively for the purposes
13 for which the Personal Information, or access to it, is provided pursuant to the
14 terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute,
15 or otherwise disclose or make available Personal Information for
16 CONTRACTOR'S own purposes or for the benefit of anyone other than CAP, in
17 each case, without CAP'S prior written consent; and

18 (iii) not, directly or indirectly, disclose Personal Information to any person other
19 than its Authorized Employees/Authorized Persons, (an "Unauthorized Third
20 Party"), without express written consent from CAP, unless and to the extent
21 required by government authorities or as otherwise to the extent expressly
22 required by applicable law, in which case, CONTRACTOR shall (i) use best efforts
23 to notify CAP before such disclosure or as soon thereafter as reasonably possible;
24 and (ii) require the Unauthorized Third Party that has access to Personal
25 Information to execute a written agreement agreeing to comply with the terms and
26 conditions of this Agreement relating to the treatment of Personal Information.

27 **13.3 Information Security:**

28 **A.** CONTRACTOR represents and warrants that its collection, access, use,

1 storage, disposal and disclosure of Personal Information does and will comply with all
2 applicable federal, state, privacy and data protection laws, as well as all other applicable
3 regulations and directives.

4 **B.** At a minimum, CONTRACTOR'S safeguards for the protection of Personal
5 Information shall include: (i) limiting access of Personal Information to Authorized
6 Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files,
7 servers, back-up systems and computing equipment, including, but not limited to, all
8 mobile devices and other equipment with information storage capability; (iii)
9 implementing network, device application, database and platform security; (iv) securing
10 information transmission, storage and disposal; (v) implementing authentication and
11 access controls within media, applications, operating systems and equipment; (vi)
12 encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii)
13 encrypting Highly-Sensitive Personal Information transmitted over public or wireless
14 networks; (viii) strictly segregating Personal Information from information of
15 CONTRACTOR or its other customers so that Personal Information is not commingled
16 with any other types of information; (ix) implementing appropriate personnel security and
17 integrity procedures and practices, including, but not limited to, conducting background
18 checks consistent with applicable law; and (x) providing appropriate privacy and
19 information security training to CONTRACTOR'S employees.

20
21 **14. Non-Discrimination**

22 CONTRACTOR shall not discriminate in the provision of services, allocation of
23 benefits, accommodation in facilities, or employment of personnel on the basis of ethnic
24 group identification, race, religious creed, color, national origin, ancestry, physical
25 handicap, medical condition, marital status or sex in the performance of this Agreement;
26 and, to the extent they shall be found to be applicable hereto, shall comply with the
27 provisions of the California Fair Employment Practices Act (commencing with Section
28 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the

1 Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other
2 applicable laws or regulations.

3
4 **15. Records and Documents**

5 CONTRACTOR shall make available, upon written request by any duly authorized
6 Federal, State or County agency, a copy of this Agreement and such books, documents
7 and records as are necessary to certify the nature and extent of the CONTRACTOR'S
8 costs related to this Agreement. All such books, documents and records shall be
9 maintained by CONTRACTOR for at least five (5) years following termination of this
10 Agreement and be available for audit by CAP. CONTRACTOR shall provide to CAP
11 reports and information related to this Agreement as requested by CAP.

12
13 **16. Confidentiality**

14 **16.1** CONTRACTOR shall not use for personal gain or make other improper use
15 of privileged or confidential information which is acquired in connection with this
16 Agreement. The term "privileged or confidential information" includes but is not limited to:
17 unpublished or sensitive technological or scientific information; medical, personnel, or
18 security records; anticipated material requirements or pricing/purchasing actions; CAP
19 information or data which is not subject to public disclosure; CAP operational procedures;
20 and knowledge of selection of contractors, subcontractors or suppliers in advance of
21 official announcement.

22 **16.2** CONTRACTOR shall protect from unauthorized disclosure, names and
23 other identifying information concerning persons receiving services pursuant to this
24 Agreement, except for general statistical information not identifying any person.
25 CONTRACTOR shall not use such information for any purpose other than carrying out
26 CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall promptly
27 transmit to CAP all third-party requests for disclosure of such information. CONTRACTOR
28 shall not disclose, except as otherwise specifically permitted by this Agreement or

1 authorized in advance in writing by CAP, any such information to anyone other than CAP.
2 For purposes of this Paragraph 16, identity shall include, but not be limited to, name, date
3 of birth, social security number, symbol, identifying number, or other identifying particulars
4 assigned to the individual, such as finger or voice print or a photograph.

5 **16.3** CONTRACTOR is subject to and shall operate in compliance with all
6 relevant requirements contained in the Health Insurance Portability and Accountability
7 Act (HIPAA) for sensitive patient data protection. Companies that deal with protected
8 health information (PHI) must have physical, network, and process security measures in
9 place and follow them to ensure HIPAA Compliance. Covered entities (anyone providing
10 treatment, payment, and operations in healthcare) and business associates (anyone who
11 has access to patient information and provides support in treatment, payment, or
12 operations) must meet HIPAA Compliance. Other entities, such as subcontractors and
13 any other related business associates must also be in compliance with HIPPA and the
14 related laws and regulations promulgated subsequent thereto.

15
16 **17. Administration/Contract Liaison**

17 The Executive Director or designee, shall administer this Agreement on behalf of
18 CAP and is authorized to take any and all actions on behalf of CAP as set forth herein
19 and to terminate services in accordance with Paragraph 5 of this Agreement. Whenever
20 a reference is made herein to an action or approval to be undertaken by CAP, the
21 Executive Director, or designee, is authorized to act unless this Agreement specifically
22 provides otherwise.

23
24 **18. Notices**

25 All correspondence and notices required or contemplated by this Agreement shall
26 be delivered to the respective parties at the addresses set forth below, or at such other
27 address provided by a party in writing, and are deemed submitted one (1) day after their
28 deposit in the United States Mail, postage prepaid:

1 **CAP**

2 Community Action Partnership - Riverside
3 2038 Iowa Avenue Ste. B-102 Riverside, CA 92507
4 Attention: Executive Director

5 **CONTRACTOR**

6 [Attn: NAME]
7 [TITLE]
8 [ADDRESS], CA 92xxx
9 [PHONE #]
10 [EMAIL]

11 **19. Force Majeure**

12 If either party is unable to comply with any provision of this Agreement due to
13 causes beyond its reasonable control, and which could not have been reasonably
14 anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such
15 party shall not be held liable for such failure to comply, provided the subject party
16 provides written notice to the other party no later than five (5) days after the
17 commencement of such force majeure event.

18 **20. EDD Reporting Requirements**

19 In order to comply with child support enforcement requirements of the State of
20 California, CAP may be required to submit a Report of Independent Contractor(s) form
21 **DE 542** to the Employment Development Department (“EDD”). CONTRACTOR agrees
22 to furnish the required data and certifications to the CAP within 10 days of notification of
23 award of Agreement when required by the EDD. This data will be transmitted to
24 governmental agencies charged with the establishment and enforcement of child support
25 orders. Failure of CONTRACTOR to timely submit the data and/or certificates required
26 may result in the contract being award to another CONTRACTOR. In the event a contract
27 has been issued, failure of CONTRACTOR to comply with all federal and state reporting
28 requirements for child support enforcement or to comply with all lawfully served Wage
 and Earnings Assignments Orders and Notice of Assignment shall constitute a material

1 breach of Agreement. If CONTRACTOR has any questions concerning this reporting
2 requirement, please call (916) 657-0529. CONTRACTOR should also contact its local
3 Employment Tax Customer Service Office listed in the telephone directory in the State
4 Government section under "Employment Development Department" or access their
5 Internet site at www.edd.ca.gov.

6
7 **21. Hold Harmless/Indemnification**

8 **21.1** CONTRACTOR shall indemnify and hold harmless Community Action
9 Partnership Riverside, the County of Riverside, its Agencies, Districts, Special Districts
10 and Departments, their respective directors, officers, Board of Supervisors, elected and
11 appointed officials, employees, agents and representatives (collectively, "Indemnified
12 Parties") from any liability, claim, damage or action whatsoever, based or asserted upon
13 any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents
14 or representatives arising out of or in any way relating to this Agreement, including but
15 not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at
16 its sole cost and expense, including but not limited to attorney fees, cost of investigation,
17 defense and settlements or awards, the Community Action Partnership - Riverside, the
18 County of Riverside, its respective Agencies, Districts, Special Districts and
19 Departments, their respective directors, officers, Board of Supervisors, Board of
20 Commissioners, elected and appointed officials, employees, agents and representatives
21 in any such action or claim.

22 **21.2** With respect to any action or claim subject to indemnification herein by
23 CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of
24 its own choice and shall have the right to adjust, settle, or compromise any such action
25 or claim without the prior consent of CAP; provided, however, that any such adjustment,
26 settlement or compromise in no manner whatsoever limits or circumscribes
27 CONTRACTOR'S indemnification of CAP and the Indemnified Parties.

1 **21.3** CONTRACTOR'S obligations hereunder shall be satisfied when
2 CONTRACTOR has provided to CAP the appropriate form of dismissal (or similar
3 document) relieving CAP from any liability for the action or claim involved.

4 **21.4** The specified insurance limits required in this Agreement shall in no way
5 limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless CAP
6 Riverside and Indemnified Parties.

7 **21.5** In the event there is conflict between this clause and California Civil Code
8 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
9 interpretation shall not relieve CONTRACTOR from indemnifying CAP to the fullest
10 extent allowed by law. The indemnification and hold harmless obligations set forth in
11 this Paragraph 21 shall survive the termination and expiration of this Agreement.

12
13 **22. Insurance**

14 Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold
15 CAP harmless, CONTRACTOR shall procure and maintain or cause to be maintained,
16 at its sole cost and expense, the following insurance coverage during the term of this
17 Agreement. As respects to the insurance section only, CAP herein refers to the
18 Community Action Partnership - Riverside, the County of Riverside, its respective
19 Agencies, Districts, Special Districts, and Departments, their respective directors,
20 officers, Board of Supervisors, Board of Commissioners, employees, volunteers, elected
21 or appointed officials, agents or representatives as Additional Insureds.

22 **A. Workers' Compensation:**

23 If the CONTRACTOR has employees as defined by the State of California, the
24 CONTRACTOR shall maintain statutory Workers' Compensation Insurance
25 (Coverage A) as prescribed by the laws of the State of California. Policy shall
26 include Employers' Liability (Coverage B) including Occupational Disease with
27 limits not less than \$1,000,000 per person per accident. The policy shall be
28

1 endorsed to waive subrogation in favor of CAP.

2 **B. Commercial General Liability:**

3 Commercial General Liability insurance coverage, including but not limited to,
4 premises liability, unmodified contractual liability, products and completed
5 operations liability, personal and advertising injury, and cross liability coverage,
6 covering claims which may arise from or out of CONTRACTOR'S performance of
7 its obligations hereunder. Policy shall name CAP as Additional Insured. Policy's
8 limit of liability shall not be less than \$1,000,000 per occurrence combined single
9 limit. If such insurance contains a general aggregate limit, it shall apply separately
10 to this agreement or be no less than two (2) times the occurrence limit.

11 **C. Vehicle Liability:**

12 If vehicles or mobile equipment are used in the performance of the obligations
13 under this Agreement, then CONTRACTOR shall maintain liability insurance for all
14 owned, non-owned or hired vehicles so used in an amount not less than
15 \$1,000,000 per occurrence combined single limit. If such insurance contains a
16 general aggregate limit, it shall apply separately to this agreement or be no less
17 than two (2) times the occurrence limit. Policy shall name the CAP as Additional
18 Insureds.

19 **D. Professional Liability:**

20 If required, CONTRACTOR shall maintain Professional Liability Insurance
21 providing coverage for the CONTRACTOR'S performance of work included within
22 this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence
23 and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability
24 Insurance is written on a claims made basis rather than an occurrence basis, such
25 insurance shall continue through the term of this Agreement and CONTRACTOR
26 shall purchase at his sole expense either:

- 27
28 1) An Extended Reporting Endorsement (also, known as Tail Coverage); or

1 2) Prior Dates Coverage from new insurer with a retroactive date back to
2 the date of, or prior to, the inception of this Agreement; or,
3 3) Demonstrate through Certificates of Insurance that CONTRACTOR has
4 maintained continuous coverage with the same or original
5 insurer. Coverage provided under items; 1), 2) or 3) will continue as long
6 as the law allows.

7 **E. General Insurance Provisions - All lines:**

8 1) Any insurance carrier providing insurance coverage hereunder shall be
9 admitted to the State of California and have an A M BEST rating of not less
10 than A: VIII (A:8) unless such requirements are waived, in writing, by the
11 County of Riverside's Risk Manager. If the County's Risk Manager waives
12 a requirement for a particular insurer such waiver is only valid for that
13 specific insurer and only for one policy term.

14 2) The CONTRACTOR shall declare its insurance self-insured retention for
15 each coverage required herein. If any such self-insured retention exceeds
16 \$500,000 per occurrence each such retention shall have the prior written
17 consent of the Risk Manager before the commencement of operations
18 under this Agreement. Upon notification of self-insured retention
19 unacceptable to CAP, and at the election of the County's Risk Manager,
20 CONTRACTOR'S carriers shall either; 1) Reduce or eliminate such self-
21 insured retention as respects this Agreement with CAP, or 2) Procure a
22 bond which guarantees payment of losses and related investigations,
23 claims administration, and defense costs and expenses.

24 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to
25 furnish CAP with either 1) a properly executed original Certificate(s) of
26 Insurance and certified original copies of Endorsements effecting coverage
27 as required herein, and 2) if requested to do so orally or in writing by the
28

1 County's Risk Manager, provide original Certified copies of policies
2 including all Endorsements and all attachments thereto, showing such
3 insurance is in full force and effect. Further, said Certificate(s), and policies
4 of insurance shall contain the covenant of the insurance carrier(s) that thirty
5 (30) days written notice shall be given to CAP prior to any material
6 modification, cancellation, expiration or reduction in coverage of such
7 insurance. In the event of a material modification, cancellation, expiration,
8 or reduction in coverage, this Agreement shall terminate forthwith, unless
9 the CAP receives, prior to such effective date, another properly executed
10 original Certificate of Insurance and original copies of endorsements or
11 certified original policies, including all endorsements and attachments
12 thereto evidencing coverage's set forth herein and the insurance required
13 herein is in full force and effect. **CONTRACTOR shall not commence**
14 **operations until CAP has been furnished original Certificate(s) of**
15 **Insurance and certified original copies of endorsements and if**
16 **requested, review original of the policies of insurance including all**
17 **endorsements and any and all other attachments as required in this**
18 **Section. An individual authorized by the insurance carrier to do so on**
19 **its behalf shall sign the original endorsements for each policy and the**
20 **Certificate of Insurance. Upon CAP'S request, CONTRACTOR shall**
21 **make available for inspection by County's Risk Manager, at a mutually**
22 **agreeable location, copies of CONTRACTOR'S insurance policies.**

23 4) It is understood and agreed to by the parties hereto and the insurance
24 company(s) that the CONTRACTOR'S insurance shall be construed as
25 primary insurance, and CAP'S insurance and/or deductible and/or self-
26 insured retentions' or self-insured programs shall not be construed as
27 contributory.

28 5) If, during the term of this Agreement or any extension thereof, there is a

1 material change in the Scope of Service or, there is a material change in
2 the equipment to be used in the performance of the Scope of Service or,
3 the term of this Agreement, including any extensions thereof, exceeds five
4 (5) years; CAP reserves the right to adjust the types of insurance and the
5 monetary limits of liability required under this Agreement, if in the County's
6 Risk Manager's reasonable judgment, the amount or type of insurance
7 carried by the CONTRACTOR has become inadequate.

8 6) CONTRACTOR shall pass down the insurance obligations contained
9 herein to all tiers of subcontractors working under this Agreement.

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

12 8) CONTRACTOR agrees to notify CAP of any claim by a third party or any
13 incident or event that may give rise to a claim arising from the performance
14 of this Agreement.

15
16 **23. General**

17 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement,
18 whether by operation of law or otherwise, without the prior written consent of CAP.

19 **23.2** Any waiver by CAP of any breach of any one or more of the terms of this
20 Agreement shall not be construed to be a waiver of any subsequent or other breach of
21 the same or of any other term of this Agreement. Failure on the part of CAP to require
22 exact, full and complete compliance with any terms of this Agreement shall not be
23 construed as in any manner changing the terms or estopping CAP from enforcement of
24 the terms of this Agreement.

25 **23.3** In the event CONTRACTOR receives payment under this Agreement
26 which is later disallowed by CAP Riverside for nonconformance with the terms of the
27 Agreement, CONTRACTOR shall promptly refund the disallowed amount to CAP on
28

1 request; or at its option, CAP may offset the amount disallowed from any payment due
2 to CONTRACTOR.

3 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services
4 or products unless specifically stated in the Agreement.

5 **23.5** CONTRACTOR shall not provide any services or products subject to any
6 chattel mortgage or under a conditional sales contract or other agreement by which an
7 interest is retained by a third party. The CONTRACTOR warrants that it has good title to
8 all materials or products used by CONTRACTOR or provided to CAP pursuant to this
9 Agreement, free from all liens, claims, or encumbrances.

10 **23.6** Nothing in this Agreement shall prohibit CAP from acquiring the same type
11 or equivalent equipment, products, materials or services from other sources, when
12 deemed by CAP to be in its best interest. CAP reserves the right to purchase more or
13 less than the quantities specified in this Agreement.

14 **23.7** CAP agrees to cooperate with CONTRACTOR in the CONTRACTOR'S
15 performance under this Agreement, including, if stated in the Agreement, providing the
16 CONTRACTOR with reasonable facilities and timely access to CAP data, information
17 and personnel.

18 **23.8** CONTRACTOR warrants that during the term of this Agreement, the
19 CONTRACTOR shall retain sufficient financial resources necessary to perform all
20 aspects of its obligations, as described under this Agreement. Further, the
21 CONTRACTOR warrants that there has been no adverse material change in the
22 CONTRACTOR, parent, or subsidiary business entities, resulting in negative impact to
23 the financial condition and circumstances of the CONTRACTOR since the date of this
24 most recent financial statements.

25 **23.9** CONTRACTOR shall comply with all applicable Federal, State and local
26 laws and regulations. CONTRACTOR shall comply with all applicable CAP policies and
27 procedures. In the event that there is a conflict between the various laws or regulations
28 that may apply, CONTRACTOR shall comply with the more restrictive law or regulation.

1 **23.10** CONTRACTOR shall comply with all air pollution control, water pollution,
2 safety and health ordinances, statutes, or regulations, which apply to performance under
3 this Agreement.

4 **23.11** CONTRACTOR shall comply with all requirements of the Occupational
5 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.
6 Department of Labor and the State of California (Cal/OSHA).

7 **23.12** This Agreement shall be governed by the laws of the State of California.
8 Any legal action related to the performance or interpretation of this Agreement shall be
9 filed only in the Superior Court of the State of California located in Riverside, California,
10 and the parties waive any provision of law providing for a change of venue to another
11 location. In the event any provision in this Agreement is held by a court of competent
12 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
13 nevertheless continue in full force without being impaired or invalidated in any way.

14
15 **24. Online Access:**

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

20
21 **25. Lead Hazards (Pre-1979 Buildings):**

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

25
26 **26. Nonliability of CAP Officials and CAP Riverside Employees**

27 No member, official employee, consultant or volunteer of CAP Riverside shall be
28 personally liable to the CONTRACTOR, or any successor in interest, in the event of any

1 default or breach by the CAP for any amount which may become due to the
2 CONTRACTOR or to its successor, or on any obligation under the terms of this
3 Agreement.

4
5 **27. No Third Party Beneficiaries**

6 The parties intend that no rights nor remedies be granted to any third party as a
7 beneficiary of this Agreement or of any covenant, duty, obligation or undertaking
8 established herein.

9
10 **28. Entire Agreement**

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

16
17 **29. Counterparts/Digital Signature**

18 This Agreement may be executed in any number of counterparts, each of which
19 will be an original, but all of which together will constitute one instrument. The Parties
20 agrees to the use of electronic signatures, such as digital signatures that meet the
21 requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ.
22 Code §§ 1633.1 to 1633.17). The Parties further agree that the electronic signatures of
23 the parties included in this Agreement are intended to authenticate this writing and to
24 have the same force and effect as manual signatures. Electronic signature means an
25 electronic sound, symbol, or process attached to or logically associated with an electronic
26 record and executed or adopted by a person with the intent to sign the electronic record
27 pursuant to CUETA as amended from time to time. Digital signature means an electronic
28 identifier, created by computer, intended by the Party using it to have the same force and

1 effect as the use of a manual signature, and shall be reasonably relied upon by the
2 Parties. For purposes of this section, a digital signature is a type of "electronic signature"
3 as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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[Signatures on Next Page]

1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized
2 representatives to execute this Agreement as of the dates set forth below:

3
4 **COUNTY OF RIVERSIDE:**

5 a political subdivision of the State of
6 California, on behalf of its Community
7 Action Partnership - Riverside

8 **CONTRACTOR:**

9 **[NAME], a California corporation**

10
11 By: _____
12 Heidi Marshall
13 Director


14 By: _____
15 **[NAME],**
16 **CEO**

17
18 Dated: _____

19 Dated: _____

20
21 **APPROVED AS TO FORM:**

22 Gregory P. Priamos
23 County Counsel

24
25 By:  _____
26 Amrit P. Dhillon,
27 Deputy County Counsel
28

1 **EXHIBIT "A"**

2 **SCOPE OF SERVICES**

3 [NAME], a California corporation, ("CONTRACTOR") shall provide the following services
4 to the County of Riverside's Community Action Partnership ("CAP") as required in that
5 certain Professional Services Agreement for Weatherization Services, ("Agreement").

6 CONTRACTOR shall provide CAP clients with all weatherization services according to
7 CAP issued Work Orders ("W.O.") and other guidelines for its low-income, single and
8 multi-family households within all areas of Riverside County as required.

- 9 1. CONTRACTOR shall furnish sufficient personnel with the technical knowledge and
10 experience necessary to complete the work as described herein.
- 11 2. All tools, materials, and equipment shall be provided by the CONTRACTOR and must
12 meet all local applicable building and safety requirements.
- 13 3. All work shall be performed in accordance with local safety standards and recognized
14 safe practices.
- 15 4. All CONTRACTORS must be fully licensed and insured as required by applicable law
16 or regulation.
- 17 5. CAP will be solely responsible for client outreach, intake and assessment.
- 18 6. CAP will develop a Work Order ("W.O.") for each dwelling, detailing the measures
19 identified through its own Weatherization Assessment. This W.O. shall be the Scope
20 of Work for the CONTRACTOR to quote the job. CONTRACTOR shall provide its
21 quote and submit back to CAP for approval before beginning any work.
- 22 7. A certified CAP Assessor/Inspector will conduct a weatherization assessment on
23 each household which shall serve as the Scope of Work for that particular job. Each
24 job shall be conducted as follows:
 - 25 a. Material shall be installed in accordance with the specifications and policies
26 outlined in the Weatherization Installation Standards (WIS), the Weatherization
27 Field Guide (FG), State and local law, and 10 CFR 440 Appendix A, Standards
28 for Weatherization Material. CONTRACTOR must be able to provide all
measures – labor and materials – specified in the Weatherization Measure
Matrix (attached hereto as Exhibit "B") 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 CONTRACTOR'S
delivery, installation, and administration of the weatherization program. All

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

3 b. CONTRACTOR shall not perform any measures on any W.O. which violates
4 the General Conditions, including those which would cause the total allowable
5 cost to be exceeded, (see Exhibit "B"); or any measures deemed non-feasible.

6 c. In the event that CONTRACTOR visits a dwelling and discovers additional
7 measures not covered in the W.O., CONTRACTOR must submit a Change
8 Request via an Amended Work Order (A.W.O.) with updated pricing for CAP'S
9 approval. Change Request work cannot be completed without CAP'S prior
10 written approval.

11 d. CONTRACTORS shall apply for and obtain permits with the appropriate
12 jurisdiction for all work performed under this contract in accordance with local
13 jurisdiction and program guidelines requiring a permit, e.g., roofing, windows,
14 insulation. CONTRACTORS shall arrange for inspections by appropriate local
15 entities and ensure that final inspections are satisfactorily completed and
16 documented.

17 e. CONTRACTOR is responsible for verifying all measures have been completed
18 satisfactorily in compliance with the terms of this Agreement. The cost of this
19 verification is not separately reimbursable and is to be included in
20 CONTRACTOR'S loaded labor rate for measures performed. CAP reserves
21 the right to determine what constitutes the satisfactory completion of the work
22 performed by CONTRACTORS under this contract, and to require reasonable
23 corrections or additional work above and beyond that which might be required
24 by governing building codes.

25 f. CONTRACTOR has five (5) business days from date of receipt of CAP'S W.O.
26 to complete and submit a complete quote in writing back to CAP.

27 g. CONTRACTOR has thirty (30) working days to complete all measures
28 identified on the W.O. and submit a Statement of Work file (SOW) back to CAP
for scheduling of Final Inspection. Failure to submit the SOW before the thirty-
day deadline without proper justification, can result in CAP rescinding the job
and payment for any measures installed.

h. Proper justification for extended job timelines must be submitted to CAP prior
to the thirty-day deadline and is the responsibility of CONTRACTOR to monitor
and control.

8. Inspection: CAP will perform a complete inspection of CONTRACTOR'S work for
compliance with the terms of this Agreement. CONTRACTOR must complete all work
to the satisfaction of CAP before receiving payment.

- 1 9. Any items identified on inspection as incomplete by CONTRACTOR, that are not
2 remedied through process of Inspection Corrections (see below) and completed in-
house by CAP will be reimbursed to CAP against CONTRACTOR'S final invoice.
- 3 10. Inspection Corrections: CAP will identify any and all necessary corrections needed
4 on a particular jobsite at the time of initial inspection and forward those to the
5 CONTRACTOR for remediation. CONTRACTOR shall collaborate with CAP on the
6 scheduling of the listed corrections. CAP will verify corrections with the
CONTRACTOR at the jobsite, on the day scheduled.
- 7 11. CONTRACTOR has five (5) business days to either complete corrections or inform
8 CAP of necessity for additional time to complete corrections.
- 9 12. In the event additional corrections remain post meeting for an onsite Correction
10 Verification appointment and/or if CONTRACTOR fails to schedule a Correction
11 Verification appointment with CAP, CAP will complete a follow-up inspection and a
\$25 fee will be charged against CONTRACTOR'S final invoice for each additional
follow-up inspection.
- 12 13. File Submission: CONTRACTOR agrees to follow all procedures that identify how to
13 properly complete and submit all required paperwork and billing files, according to
14 policy and procedures to be provided by CAP (the Subcontractor Billing Procedures).
- 15 14. Lead Safe Work Practice and EPA Renovator Certification: Participating
16 CONTRACTORS and all crew members performing work on a W.O. from CAP must
17 attend training and receive certification in Lead Safe Work Practices (LSWP) and EPA
18 Renovator. Individuals who are not certified shall not be permitted to supervise and/or
work on the homes to be weatherized. CAP reserves the right to require recertification
of LSWP/EPA of any of CONTRACTORS' employees or those individuals who
perform work or services for the CONTRACTOR on a W.O. from CAP.
- 19 15. Warranty: CONTRACTOR hereby warrant its work against all deficiencies and
20 defects in workmanship and materials for the full term required by applicable law or
21 the term that is given by the suppliers or manufacturers of any materials involved, but
22 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.
- 23 16. CONTRACTOR shall at its own cost and expense promptly amend and make good
24 any defective workmanship and materials to the entire approval and acceptance of
25 CAP. Additional cost incurred (mileage, crew hourly wage, additional material, etc.),
will be made at the expense of the CONTRACTOR.
- 26 17. In the event CAP must remedy defects or make changes, CAP may offset against
27 any sums due or to become due to the CONTRACTOR, the costs incurred.

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

16 19. Licensing Requirements: CONTRACTOR shall possess and maintain an active Class
17 "B" General Building Contractor License, issued by the Contractors' State License
18 Board (CLSB) in the name of the agency/qualifying individual and also:

- 19 a. Fulfill the requirement of and receive certification pursuant to the Toxic
20 Substances Control Act (TCSA). Section 402;
- 21 b. Special licensing may also be required for the installation and or repair of
22 appliances, space heaters, water heaters, solar, and Central HVAC units, if
23 two or more weatherization measures are not installed in a single unit.
24 Electrical wiring upgrade/replacement and knob and tube wiring certification
25 will always require a C-10 license;
- 26 c. Possess all applicable licenses as required by the CSLB to carry out the
27 installation and or repairs of Central HVAC Systems, Furnaces and Boilers;
- 28 d. CONTRACTOR is responsible for ensuring that all its subcontractors have an
active license for their specialty and are in good standing for the duration of
this Agreement; and
- e. CONTRACTOR shall notify CAP when any changes in licensing occur.

29 20. CONTRACTOR whose work potentially disturbs lead paint shall be an EPA Certified
30 firm and have EPA Certified Renovators on staff.

31 21. Completion Timelines: CONTRACTOR shall communicate with CAP to coordinate
32 post-inspection, Correction Verification appointments as necessary.

33 22. CONTRACTOR has five (5) business days to complete Inspection Corrections or
34 inform CAP of necessity for additional time by providing documented justification.

1 23. CAP will process completed files for billing within thirty (30) business days after final
2 invoice is requested and received. CONTRACTOR reserves the right to contact CAP
3 at any point following the thirty-business day timeline of final invoice submission to
4 inquire about payment status. Note: Failure to complete assigned dwellings within the
5 required time frames may result in fewer job assignments or even work stoppage,
6 current assignments being reassigned, and/or contract termination.

7 24. Certifications and Training - Lead Safe Work Practice and EPA Renovator
8 Certification: Participating CONTRACTORS and all crew members performing work
9 on a W.O. from CAP must attend training and receive certification in Lead Safe Work
10 Practices (LSWP) and EPA Renovator. Individuals who are not certified will not be
11 permitted to supervise and/or work on the homes to be weatherized. CAP reserves
12 the right to require recertification of LSWP/EPA of any of CONTRACTORS'
13 employees or those individuals who perform work or services for CONTRACTOR on
14 a W.O. from CAP.

15 25. Other Certifications and Training: All participating crew members (CONTRACTOR
16 employees and those individuals who perform work or services for CONTRACTOR
17 on a W.O. from CAP) shall be trained as required by CSD; following a CSD-approved
18 training curriculum. Training coursework must be successfully completed according
19 to the terms of each course. Certificates of completion shall be issued by the CSD-
20 approved training entity upon successful completion of each course. Certificates of
21 completion shall be kept submitted to CAP and records must be kept by
22 CONTRACTOR in the event of monitoring visit performed by CSD. All training records
23 maintained in accordance with the certification and training requirements by CSD.
24 Also, the following training will be required:

- 25 a. Within 30 days of employment, jobsite employees of CONTRACTOR shall
26 receive Worksite Safety, Environmental Hazard Awareness and Lead-Safe
27 Weatherization Training. No crew member, crew leader, worker or supervisor
28 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.
- b. Within ninety (90) days of employment, all weatherization employees of
CONTRACTOR shall receive Basic Weatherization Training.
- c. When job duties include duct leakage and shell leakage diagnostics,
weatherization employees of CONTRACTOR shall receive Duct
Leakage/Shell Leakage Diagnostic Training. No employee of CONTRACTOR
shall perform diagnostic testing without having completed the required training.
- d. Subsequent to successful completion of the Duct Leakage/Shell Leakage
Diagnostic Training, CONTRACTOR employees are required to participate in
a monitored field practice under the supervision of CAP, CAP authorized third-

1 party inspector and/or training provider to further evaluate employee
2 knowledge and skill in this area of diagnostic testing.

3 e. Any CONTRACTOR failing to demonstrate appropriate knowledge and skills
4 in this competency will be required to complete additional training to enhance
5 deficient skill and knowledge and will be prohibited from performing this activity
6 until the completion of required training.

7 f. No employee of CONTRACTOR shall perform Combustion Appliance Safety
8 checks without having completed the required CSD-approved training.

9 g. Subsequent to the training, CONTRACTOR'S employees are required to
10 participate in a monitored field practice under the supervision of CAP or CAP
11 authorized third-party inspector and/or training provider to further evaluate
12 employee knowledge and skill in this area of diagnostic testing.

13 h. Any CONTRACTOR failing to demonstrate appropriate knowledge and skills
14 in this competency will be required to complete additional training to enhance
15 deficient skill and knowledge and will be prohibited from performing this activity
16 until the completion of required training.

17 i. CAP will cover training expenses in CSD-certified facilities provided that the
18 CONTRACTOR covers any lodging/accommodations needed.

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

21 a. CSD Form 785 – Carbon Monoxer Analyzer Calibration Log

22 b. CSD Form 786 – Manometer Calibration Log

23 c. Blower Door Calibration Log

24 d. Duct Blaster DG 700 9or equivalent) Calibration Log

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EXHIBIT "B"
CONTRACTOR'S FORM OF QUOTE
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EXHIBIT "C"
HASA GENERAL CONDITIONS
(behind this page)

Line No.	Measure	Type	Class.*	CSD MAX	GREENCAT INC Bid / Rate	JHC	CAMPESINOS UNIDOS, Inc.	TRU TEAM	WSCL	RELIABLE ENERGY
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SECTION: Mandatory - Assessments/Diagnostics

1	Combustion Appliance Safety Test	Post	ADS	\$ 61	\$39.50	\$85.00	\$29.50 each	\$65.00	\$61.00	\$61.00
2	Blower Door Test	Pre	ADS	\$ 67	\$55.00	\$65.00	\$22.06	\$67.00	\$67.00	\$67.00
		Post		\$ 67	\$55.00	\$65.00	\$22.06	\$67.00	\$67.00	\$67.00
3	Duct Leakage Test	Pre	ADS	\$ 67	\$62.00	\$115.00	\$38.26	\$67.00	\$67.00	\$67.00
		Post		\$ 67	\$62.00	\$115.00	\$38.26	\$67.00	\$67.00	\$67.00
4	Environmental Testing		ADS	\$	N/A	No Bid	SUB	Cost	Cost	ACTUAL COST
5	HERS Rater		ADS	\$	\$399.00	\$250.00	SUB	Cost	Cost	ACTUAL COST
6	Permits		ADS	\$	\$120.00	\$ Cost + \$65 labor	SUB	Actual cost + Labor 1Hr	Cost	\$78+ ACTUAL COST

SECTION: Mandatory - Health and Safe

1	Carbon Monoxide Alarm	Lithium Battery	HSM	\$68 per alarm	\$65.00	\$68.00	\$47.91	\$62.00	\$68.00	\$68.00
2	Smoke Alarm	Lithium Battery or Hard- Wired	HSM	\$68 per alarm	\$59.00	\$68.00	\$25.08	\$60.00	\$68.00	\$68.00
3	Cooking Appliance Repair, Free Standing Range or Cook Top	Electric	HSM		\$110/HR	\$105 P/HOUR+ MATERIAL	\$ SUB	\$465 Max	\$ Quote	\$78 per hour plus materials

KEY
Quotable
Bid is good
Bid is too high
Actual Cost

		Natural Gas and Propane		\$ 467 / dwelling or 50% replacement	\$110/HR	\$105 P/HOUR+ MATERIAL	\$ SUB	\$465 Max	\$ Quote	\$78 per hour plus materials
		Other Types Not Listed			\$110/HR	\$105 P/HOUR+ MATERIAL	\$ SUB	\$465 Max	\$ Quote	\$78 per hour plus materials
4	Cooking Appliance Replacement, Free Standing Range or Cook Top	Electric - 20"	HSM	\$934.00	\$300.00	\$810.00	\$725.58	\$907.00	\$907.00	\$920.00
		Electric - 30"		\$934.00	\$325.00	\$810.00	\$675.58	\$907.00	\$907.00	\$920.00
		Natural Gas and Propane-20"		\$934.00	\$895.00	\$700.00	\$725.58	\$907.00	\$907.00	\$920.00
		Natural Gas and Propane-24"		\$934.00	\$934.00	\$700.00	\$675.58	\$907.00	\$907.00	\$920.00
		Natural Gas and Propane-30"		\$934.00	\$975.00	\$700.00	\$625.58	\$907.00	\$907.00	\$920.00
		Other Types Not Listed		\$934.00	\$975.00	NO BID	NO BID	\$907.00	\$907.00	\$920.00
5	Cooling Repair	AC Wall/Window	HSM	\$915.00	\$110/HR	\$105 P/HOUR+ MATERIAL	SUB	\$877.00	Quote	\$78 per hour plus materials
		Evaporative Cooler		\$941.00	\$110/HR	\$105 P/HOUR+ MATERIAL	SUB	\$919.00	Quote	\$78 per hour plus materials
		FAU (Split System)		\$2,008.00	\$110/HR	\$105 P/HOUR+ MATERIAL	SUB	\$1,892.00	Quote	\$78 per hour plus materials
		Multi-Unit Central System		\$788.00	\$110/HR	\$105 P/HOUR+ MATERIAL	SUB	\$3,330.00	Quote	\$78 per hour plus materials
6	Cooling Replacement	Multi-Unit Central System- 2 1/2 ton	HSM	\$1,575.00	\$3,535.00	\$4,085.00	SUB	\$6,660.00	\$1,600.00	\$1,500.00
		Multi-Unit Central System- 3 ton		\$1,575.00	\$3,575.00	\$4,085.00	SUB	\$6,660.00	\$1,600.00	\$1,500.00

Multi-Unit Central System- 3 1/2 ton
Multi-Unit Central System- 4 ton
Multi-Unit Central System- 5 ton
Forced Air Unit (Split System) 2 1/2 ton
Forced Air Unit (Split System) 3 ton 45,000 btu
Forced Air Unit (Split System) 3 1/2 ton 70,000 btu
Forced Air Unit (Split System) 4 ton 90,000 btu
Forced Air Unit (Split System) 5 ton 100,000 btu
A/C Wall/Window-12,000 btu
A/C Wall/Window-14,000 btu
A/C Wall/Window-18,000 btu
A/C Wall/Window-24,000 btu
Evaporative Cooler (Roof/Down Draft) 3,800cfm

\$1,575.00	\$3,595.00	\$4,607.00	SUB	\$5,280.00	\$1,600.00	\$1,500.00
\$1,575.00	\$3,695.00	\$4,607.00	SUB	\$5,280.00	\$1,600.00	\$1,500.00
\$1,575.00	\$3,798.00	\$4,940.00	SUB	\$5,280.00	\$1,600.00	\$1,500.00
\$4,016.00	\$3,309.00	\$3,515.00	SUB	\$3,850.00	\$3,907.00	\$3,900.00
\$4,016.00	\$3,389.00	\$3,515.00	SUB	\$3,850.00	\$3,907.00	\$4,100.00
\$4,016.00	\$3,495.00	\$3,942.00	SUB	\$3,850.00	\$3,907.00	\$4,200.00
\$4,016.00	\$3,695.00	\$4,180.00	SUB	\$3,850.00	\$3,907.00	\$4,300.00
\$4,016.00	\$3,748.00	\$4,465.00	SUB	\$3,850.00	\$3,907.00	\$4,400.00
\$1,830.00	\$900.00	\$1,330.00	\$452.64	\$1,740.00	\$1,663.00	\$1,330.00
\$1,830.00	\$1,149.00	\$1,472.00	\$758.66	\$1,740.00	\$1,663.00	\$1,475.00
\$1,830.00	\$1,299.00	\$1,520.00	\$649.91	\$1,740.00	\$1,663.00	\$1,475.00
\$1,830.00	\$1,549.00	\$1,567.00	\$1,029.46	\$1,740.00	\$1,663.00	\$1,640.00
\$1,882.00	\$1,290.00	\$1,145.00	NO BID	\$1,838.00	\$1,810.00	\$1,750.00

		Evaporative Cooler (Roof/Down Draft) 4,800cfm		\$1,882.00	\$1,440.00	\$1,335.00	NO BID	\$1,838.00	\$1,810.00	\$1,750.00
		Evaporative Cooler (Roof/Down Draft) 5,500cfm		\$1,882.00	\$1,599.00	\$1,425.00	NO BID	\$1,838.00	\$1,810.00	\$1,810.00
		Evaporative Cooler (Roof/Down Draft) 6,800cfm		\$1,882.00	\$1,799.00	\$1,775.00	NO BID	\$1,838.00	\$1,810.00	\$1,810.00
		Evaporative Cooler (Window/Wall Side Draft) 3,800cfm		\$1,882.00	\$1,349.00	\$1,045.00	NO BID	\$1,838.00	\$1,767.00	\$1,810.00
		Evaporative Cooler (Window/Wall Side Draft) 4,800cfm		\$1,882.00	\$1,649.00	\$1,235.00	NO BID	\$1,838.00	\$1,767.00	\$1,710.00
		Evaporative Cooler (Window/Wall Side Draft) 5,500cfm		\$1,882.00	\$1,749.00	\$1,425.00	NO BID	\$1,838.00	\$1,767.00	\$1,750.00
		Evaporative Cooler (Window/Wall Side Draft) 6,800cfm		\$1,882.00	\$1,799.00	\$1,665.00	NO BID	\$1,838.00	\$1,767.00	\$1,780.00
7	CVA Venting	All Other	HSM	\$225 per dwelling	\$248.00	\$225.00	\$24.59	\$250.00	Quote	\$200.00
		Louver Doors Only		\$500 per dwelling	\$575.00	\$400.00	\$167.00	\$450.00	\$475.00	\$450.00
8	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	\$1,985.00	\$110 /hr	\$105 P/HOUR+ MATERIAL	SUB	\$1,838.00	Quote	\$78 per hour plus materials
		Forced Air Unit (Split System)		\$2,750.00	\$110 /hr	\$105 P/HOUR+ MATERIAL	SUB	\$2,554.00	Quote	\$78 per hour plus materials

		Multi-Unit Central System		\$1,742.00	\$110 /hr	\$105 P/HOUR+ MATERIAL	SUB	\$3,333.00	Quote	\$78 per hour plus materials
		Other Types Not Listed		\$3,093.00	\$110 /hr	\$105 P/HOUR+ MATERIAL	SUB	\$2,280.00	Quote	\$78 per hour plus materials
		Package (Dual Pack)		\$3,536.00	\$110 /hr	\$105 P/HOUR+ MATERIAL	SUB	\$3,330.00	Quote	\$78 per hour plus materials
		Wood-Fueled		\$2,375.00	\$110 /hr	\$105 P/HOUR+ MATERIAL	SUB	\$2,180.00	Quote	\$78 per hour plus materials
9	Heating Source Replacement	Multi-Unit (Central System) - 2 1/2 ton	HSM	\$3,483.00	\$3,535.00	\$5,985.00	NO BID	\$6,005.00	\$2,400.00	\$3,000.00
		Multi-Unit (Central System) - 3 ton		\$3,483.00	\$3,575.00	\$6,650.00	NO BID	\$6,005.00	\$2,400.00	\$3,150.00
		Multi-Unit (Central System) - 3 1/2 ton		\$3,483.00	\$3,595.00	\$7,457.00	NO BID	\$6,005.00	\$2,400.00	\$3,150.00
		Multi-Unit (Central System) - 4 ton		\$3,483.00	\$3,695.00	\$7,457.00	NO BID	\$6,005.00	\$2,400.00	\$3,250.00
		Multi-Unit (Central System) - 5 ton		\$3,483.00	\$3,798.00	\$7,820.00	NO BID	\$6,005.00	\$2,400.00	\$3,300.00
		Forced Air (Split System) Single Family, Multi-position - 2 1/2 ton		\$5,500.00	\$4,535.00	\$3,515.00	NO BID	\$5,350.00	\$4,566.00	\$4,315.00
		Forced Air (Split System) Single Family, Multi-position - 3 ton 45,000 btu		\$5,500.00	\$4,550.00	\$3,942.00	NO BID	\$5,350.00	\$4,566.00	\$4,315.00

		Forced Air (Split System) Single Family, Multi-position - 3 ton 70,000 btu
		Forced Air (Split System) Single Family, Multi-position - 4 ton 90,000 btu
		Forced Air (Split System) Single Family, Multi-position - 5 ton 100,000 btu
		Exterior Wall Direct Vent, Interior Wall and Floor Furnace - 30,000 btu
		interior wall - 25,000 btu
		interior wall - 35,000 btu
		interior wall - 50,000 btu
		Floor Furnace - 45,000 btu
		Floor Furnace - 60,000 btu
		Furnace Down Flow, Mobile Home, Single-wide - 56,000 btu
		Furnace Down Flow, Mobile Home, Single-wide - 70,000 btu

\$5,500.00	\$4,555.00	\$4,180.00	NO BID	\$5,350.00	\$4,566.00	\$4,355.00
\$5,500.00	\$4,575.00	\$4,465.00	NO BID	\$5,350.00	\$4,566.00	\$4,365.00
\$5,500.00	\$4,589.00	\$4,465.00	NO BID	\$5,350.00	\$4,566.00	\$4,465.00
\$3,971.00	\$3,480.00	\$1,766.00	NO BID	\$3,855.00	\$3,612.00	\$2,780.00
\$3,971.00	\$2,313.00	\$3,800.00	NO BID	\$3,855.00	\$3,612.00	\$3,350.00
\$3,971.00	\$2,415.00	\$3,800.00	NO BID	\$3,855.00	\$3,612.00	\$3,500.00
\$3,971.00	\$2,995.00	\$3,990.00	NO BID	\$3,855.00	\$3,612.00	\$3,900.00
\$3,971.00	\$3,388.00	\$1,615.00	NO BID	\$3,855.00	\$3,612.00	\$2,650.00
\$3,971.00	\$3,688.00	\$1,615.00	NO BID	\$3,855.00	\$3,612.00	\$2,650.00
\$5,500.00	\$4,233.00	\$4,180.00	NO BID	\$5,350.00	\$4,566.00	\$4,525.00
\$5,500.00	\$4,386.00	\$4,180.00	NO BID	\$5,350.00	\$4,566.00	\$4,600.00

		Furnace Down Flow, Mobile Home, Single- wide - 77,000 btu
		Furnace Down Flow, Mobile Home, Single- wide - 90,000 btu
		Furnace Up Flow, Mobil Home, 3 ton - 80,000 btu
		Furnace Up Flow, Mobil Home, 4 ton - 80,000 btu
		Furnace Up Flow, Mobil Home, 5 ton - 100,000 btu
		Other Types Not Listed - 29,000 btu
		Package (Dual Pack) Mobile Home, All Electric Heat Pump - 2 ton
		Package (Dual Pack) Mobile Home, All Electric Heat Pump - 2 1/2 ton
		Package (Dual Pack) Mobile Home, All Electric Heat Pump - 3 ton
		Package (Dual Pack) Mobile Home, All Electric Heat Pump - 3 1/2 ton

\$5,500.00	\$4,994.00	\$4,180.00	NO BID	\$5,350.00	\$4,566.00	\$4,650.00
\$5,500.00	\$5,103.00	\$4,465.00	NO BID	\$5,350.00	\$4,566.00	\$4,800.00
\$5,500.00	\$4,653.00	\$4,465.00	NO BID	\$5,350.00	\$4,566.00	\$4,550.00
\$5,500.00	\$4,748.00	\$4,465.00	NO BID	\$5,350.00	\$4,566.00	\$4,700.00
\$5,500.00	\$4,853.00	\$4,465.00	NO BID	\$5,350.00	\$4,566.00	\$4,900.00
\$6,185.00	\$3,999.00	NO BID	NO BID	\$4,580.00	\$4,149.00	\$4,200.00
\$7,072.00	\$5,661.00	\$8,550.00	NO BID	\$6,660.00	\$5,904.00	\$6,135.00
\$7,072.00	\$6,057.00	\$9,025.00	NO BID	\$6,660.00	\$6,098.00	\$6,140.00
\$7,072.00	\$6,315.00	\$9,025.00	NO BID	\$6,660.00	\$6,285.00	\$6,345.00
\$7,072.00	\$6,933.00	\$9,500.00	NO BID	\$6,660.00	\$6,325.00	\$6,400.00

		Package (Dual Pack) Mobile Home, All Electric Heat Pump - 4 ton
		Package (Dual Pack) Mobile Home, All Electric Heat Pump - 5 ton
		Package (Dual Pack) Mobile Home, Gas/ Electric - 2 ton
		Package (Dual Pack) Mobile Home, Gas/ Electric - 2 1/2 ton
		Package (Dual Pack) Mobile Home, Gas/ Electric - 3 ton
		Package (Dual Pack) Mobile Home, Gas/ Electric - 3 1/2 ton
		Package (Dual Pack) Mobile Home, Gas/ Electric - 4 ton
		Package (Dual Pack) Mobile Home, Gas/ Electric - 5 ton
		Package (Dual Pack) Single Family, Electric - 2 ton
		Package (Dual Pack) Single Family, Electric - 2 1/2 ton
		Package (Dual Pack) Single Family, Electric - 3 ton

\$7,072.00	\$7,444.00	\$9,500.00	NO BID	\$6,660.00	\$6,408.00	\$6,450.00
\$7,072.00	\$7,658.00	\$9,975.00	NO BID	\$6,660.00	\$6,455.00	\$6,600.00
\$7,072.00	\$5,661.00	\$5,700.00	NO BID	\$6,660.00	\$6,332.00	\$6,000.00
\$7,072.00	\$6,057.00	\$5,890.00	NO BID	\$6,660.00	\$6,332.00	\$6,050.00
\$7,072.00	\$6,315.00	\$5,890.00	NO BID	\$6,660.00	\$6,332.00	\$6,150.00
\$7,072.00	\$6,533.00	\$6,175.00	NO BID	\$6,660.00	\$6,332.00	\$6,270.00
\$7,072.00	\$6,644.00	\$6,175.00	NO BID	\$6,660.00	\$6,332.00	\$6,385.00
\$7,072.00	\$6,858.00	\$8,550.00	NO BID	\$6,660.00	\$6,332.00	\$6,728.00
\$7,072.00	\$5,753.00	\$9,025.00	NO BID	\$6,660.00	\$6,332.00	\$6,000.00
\$7,072.00	\$6,180.00	\$9,025.00	NO BID	\$6,660.00	\$6,332.00	\$6,135.00
\$7,072.00	\$6,389.00	\$9,025.00	NO BID	\$6,660.00	\$6,332.00	\$6,345.00

		Package (Dual Pack) Single Family, Electric - 3 1/2 ton		\$7,072.00	\$6,780.00	\$9,500.00	NO BID	\$6,660.00	\$6,332.00	\$6,400.00
		Package (Dual Pack) Single Family, Electric - 4 ton		\$7,072.00	\$6,987.00	\$9,500.00	NO BID	\$6,660.00	\$6,332.00	\$6,450.00
		Package (Dual Pack) Single Family, Electric - 5 ton		\$7,072.00	\$7,438.00	\$9,975.00	NO BID	\$6,660.00	\$6,332.00	\$6,600.00
		Package (Dual Pack) Single Family, Gas - 2 ton		\$7,072.00	\$5,753.00	\$5,700.00	NO BID	\$6,660.00	\$6,332.00	\$6,000.00
		Package (Dual Pack) Single Family, Gas - 2 1/2 ton		\$7,072.00	\$6,180.00	\$5,890.00	NO BID	\$6,660.00	\$6,332.00	\$6,000.00
		Package (Dual Pack) Single Family, Gas - 3 ton		\$7,072.00	\$6,389.00	\$5,890.00	NO BID	\$6,660.00	\$6,332.00	\$6,150.00
		Package (Dual Pack) Single Family, Gas - 3 1/2 ton		\$7,072.00	\$6,780.00	\$6,175.00	NO BID	\$6,660.00	\$6,332.00	\$6,270.00
		Package (Dual Pack) Single Family, Gas - 4 ton		\$7,072.00	\$6,987.00	\$6,175.00	NO BID	\$6,660.00	\$6,332.00	\$6,385.00
		Package (Dual Pack) Single Family, Gas - 5 ton		\$7,072.00	\$7,438.00	\$7,290.00	NO BID	\$6,660.00	\$6,332.00	\$6,728.00
		Wood-Fueled		\$4,749.00	\$4,200.00	\$4,850.00	NO BID	\$4,360.00	\$4,159.00	\$3,400.00
10	Lead-Safe Weatherization		HSM	Quote	N/A	\$	\$28.42	\$ Labor Rate x 2 Hr	\$Quote Required	Actual Cost
11	Water Heater Repair	Electric	HSM	\$1125 per dwelling or 50%	\$110/HR	\$105 P/HOUR+ MATERIAL	\$226.76	\$1,090.00	Quote	\$78 per hour plus materials
		Gas & Propane			\$110/HR	\$105 P/HOUR+ MATERIAL	\$235.72	\$1,090.00	Quote	\$78 per hour plus materials

1	Attic Ventilation	Eave Vent	INS	\$419 per dwelling	\$50.00	\$25.00	\$48.93	\$35.00	\$23.00	\$25.00
		Turbine Vent			\$280.00	\$65.00	\$89.60	\$120.00	\$98.00	\$85.00
		Vent Screen			\$349.00	\$15.00	\$26.90	\$15.00	\$12.00	\$15.00
		Gable Vent			\$349.00	\$65.00	\$47.56	\$260.00	\$258.00	\$270.00
		Dormer Vent			\$325.00	\$71.50	\$80.04	\$120.00	\$82.00	\$65.00
2	Caulking	Mobile Home	INF	\$90 per dwelling	\$1.35/ft	\$1.24 ln ft	\$0.89 / ln ft	\$1.60/ ln ft	\$1.60 ln ft	\$1.60 ln ft
		Multi-Unit		\$45 per dwelling	\$1.35/ft	\$1.24 ln ft	\$0.89 / ln ft	\$1.60/ ln ft	\$1.60 ln ft	\$1.60 ln ft
		Single		\$75 per dwelling	\$1.35/ft	\$1.24 ln ft	\$0.89 / ln ft	\$1.60/ ln ft	\$1.60 ln ft	\$1.60 ln ft
3	Ceiling Insulation	R-value 0-11	INS	\$0.86 per sq ft	\$0.99	\$1.14 sq ft	\$0.41 sq Ft	\$0.92/per sq ft	\$0.85 /sq ft	\$0.86 sq ft
		R-value 12-19		\$1.05 per sq ft	\$1.12	\$1.24 sq ft	\$0.59 sq Ft	\$1.13/per sq ft	\$1.05 /sq ft	1.05 sq ft
		R-value 20-30		\$1.41 per sq ft	\$1.19	\$1.33 sq ft	0.72 sq Ft	\$1.27/per sq ft	\$1.16 /sq ft	\$1.18 sq ft
		R-value 31-38		\$2.00 per sq ft	\$1.35	\$1.38 sq ft	\$0.90 sq Ft	\$1.51/per sq ft	\$1.40 /sq ft	\$1.45 sq ft
5	Cover Plate Gasket		INF	\$33 per dwelling	\$31.00	\$33.00	\$4.55	\$22.50	\$30.00	\$30.00
					\$33.00	\$33.00	\$4.63	\$22.50	\$30.00	\$30.00
6	Door Repair	Sliding Glass - 72" x 80" and smaller	INF	\$713 per door	\$195.00	\$190.00	\$40.66	\$230 Max	Quote	\$78 per hour plus materials
		Sliding Glass - Greater than 72" x 80"		\$856 per door	\$220.00	\$261.25	\$40.66	\$230 Max	Quote	\$78 per hour plus materials
6A	Door Repair Detail	Door Threshold	INF		\$65.00	\$25.00	\$24.79	\$37.00	\$34.00	\$34.00
		Door Shoe			\$35.00	\$22.00	\$24.38	\$37.00	\$22.00	\$22.00
		Entry Door Handle/Lockset/dead bolt			\$220.00	\$35.00	\$38.86	\$50.00	\$50.00	\$47.00
		5" Back set latch bolt			\$72.00	\$17.00	\$25.42	\$39.00	\$43.00	\$41.00
		interior Door Handle			\$84.00	\$9.00	\$ N/A	\$8.00	\$8.00	\$7.70

Measure not on 2021 LIHEAP matrix

		Hinges 3-1/2" or 4" loose pin		\$250 / door	\$79.00	\$10.00	\$10.50	\$12.00	\$11.00	\$10.50
		Hinges 3-1/2" or 4" locking pin			\$69.00	\$13.00	\$11.25	\$15.00	\$12.90	\$12.60
		Double door Slide bolt			\$49.00	\$10.00	\$ N/A	\$35.00	\$38.00	\$34.00
		Door or Window Casing			\$4.50/ft	\$1.71 LF	\$23.46/5.27 LF	\$4.00/per ln ft	\$3.50	\$3.50 LF
		Door jamb stock			\$236.00	\$4.35 LF	\$33.89/6.76 LF	\$55.00	\$5.60	\$5.40 LF
		Door jamb stock rabbeted jamb			\$266.00	\$4.35 LF	\$ N/A	\$55.00	\$5.90	\$5.40 LF
		Doorstop			\$24.50	\$1.57 LF	\$21.78/5.27 LF	\$37.00	\$3.70	\$3.70 LF
		Striker Plate, regular			\$24.50	\$11.00	\$11.98	\$20.00	\$19.00	\$19.00
		Striker Plate, safety or mag type			\$54.00	\$15.00	\$11.98	\$28.00	\$26.00	\$26.00
		Lockset Brace			\$44.50	\$3.50	\$28.54	\$40.00	\$39.00	\$39.00
7	Door Replacement - Catastrophic leaks only	Exterior - All Other Types	INF	\$500 per door	\$465.00	\$480.00	\$160.81	\$500.00	\$500.00	\$500.00
		Sliding Glass - 72" x 80" and smaller		\$1,425 per door	\$1,395.00	\$1,350.00	\$1,312.42	\$1,400.00	\$1,425.00	\$1,425.00
		Sliding Glass - Greater than 72" x 80"		\$1,782 per door	\$1,692.00	\$1,680.00	\$1,162.51	\$1,735.00	\$1,782.00	\$1,782.00
8	Duct Insulation		INS	Up to \$1.50 per square foot	\$0.95/sq ft	\$1.66 ln ft	NO BID	\$0.95/per sq ft	\$0.95/ sq ft	\$0.95 sq ft
9	Duct Repair and Replacement		INF	\$2,727 per dwelling	\$25/ft	\$2.14 LF	SUB	\$2,627 Max	Quote	\$78 per hour plus materials
10	Filter Replacement	Air Conditioning	GHW	\$100 per dwelling	\$75.00	\$65.00	\$14.08	\$60.00	\$60.00	\$60.00
		Furnace			\$75.00	\$65.00	\$14.08	\$60.00	\$60.00	\$60.00
11	LED Torchiere Lamp Replacement		EBL	\$150 per dwelling	\$139.00	\$75.00	\$44.46	\$72.00	\$75.00	\$80.00

12	Glass Replacement - Catastrophic leaks only		INF	\$620 per dwelling	\$95/ft	\$19 sq ft	SUB	\$525.00	Quote	\$8.00 SQ FT
13	Hot Water Flow Restrictor	Faucet Restrictor	GHW	\$8 per restrictor	\$8.00	\$8.00	\$5.28	\$8.00	\$8.00	\$8.00
		Low-Flow Handheld Showerhead	GHW	\$35 per showerhead	\$32.00	\$43.00	\$18.64	\$35.00	\$34.50	\$35.00
		Low-Flow Showerhead		\$27 per showerhead	\$37.00	\$33.00	\$12.21	\$25.00	\$27.00	\$26.00
		Thermostatic Shower Valve (TSV only)			\$49.00	\$38.00	\$33.54	\$50.00	\$50.00	\$50.00
		Thermostatic Low Flow Showerhead (TSV + LFSH Combo)		\$61 per shwerhead TSV combo	\$59.00	\$52.25 each	\$43.25	\$62.00	\$61.00	\$61.00
14	Kitchen Exhaust Installation, Repair & Replacement	Repair	OTH	Quote	\$110/HR	\$105 P/HOUR+ MATERIAL	\$23.93	\$320 Max	Quote	\$78 per hour plus materials
		Range Hood		\$350 per dwelling	\$348.00	\$105 P/HOUR+ MATERIAL	\$112.89	\$351.00	\$333.00	\$335.00
15	Kneewall Insulation	R-value 0-11	INS	\$1.42 per sq ft	\$1.05	\$0.81	\$0.56 SQ FT	\$1.05/per sq ft	\$1.05/ sq ft	\$1.05 sq ft
		R-value 12-19		\$1.61 per sq ft	\$1.18	\$1.24	\$0.68 SQ FT	\$1.18/per sq ft	\$1.16/ sq ft	\$1.18 sq ft
16	LED Night Light		EBL	\$6 per night light	\$6.00	\$8.00	\$5.75	\$6.00	\$6.00	\$6.00
17	LED Replacement Bulb		EBL	\$25 per bulb	\$16.50	\$15.00	\$13.88	\$23.00	\$24.00	\$24.00

Remove measure

18	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	OTH	\$708 per dwelling (Amount TBD for disasters) Quotable	\$380.00	\$380.00	\$43.40	\$600 Max	Quote	\$78 per hour plus materials
		Extension of exhaust fan vents to outdoors (except kitchen exhausts)			\$220.00	\$300.00	\$104.13	\$600 Max	Quote	\$78 per hour plus materials
		Combustion Air Venting Through Roof. 1 vent (Upper/Lower) (Except Kitchen Exhaust)			\$470.00	\$300.00	\$30.97	\$600 Max	Quote	\$78 per hour plus materials
		Combustion Air Venting Through Roof. 2 vents (Upper/Lower) (Except Kitchen Exhaust)			\$490.00	\$300.00	\$42.46	\$600 Max	Quote	\$78 per hour plus materials
		Cover plate Replacement			\$9.95	\$5.00	\$9.34	\$600 Max	Quote	\$78 per hour plus materials
		Dryer Vent - Opening Only			\$84.50	\$42.00	\$27.55	\$600 Max	Quote	\$78 per hour plus materials
		Dryer Vent Kit			\$89.00	\$25.00	\$26.79	\$600 Max	Quote	\$78 per hour plus materials
		Floor/Platform Repair for water Heaters			\$450.00	\$98.00	\$51.71	\$600 Max	Quote	\$78 per hour plus materials

		Kitchen Cabinet Repair/Retrofit (Associated with replacement of a range, cook - top or pre-existing microwave) No other repair/retrofits without a waiver			\$120.00	\$105 P/HOUR+ MATERIAL	\$53.58	\$600 Max	Quote	\$78 per hour plus materials
		Extension of Dryer venting to outdoors			\$4./ft	\$65.00	\$31.26	\$600 Max	Quote	\$78 per hour plus materials
		Minor Roof Repair and materials			\$480.00	\$105 P/HOUR+ MATERIAL	\$71.44	\$600 Max	Quote	\$78 per hour plus materials
		Mobile Home Skirting repair to prevent animal infiltration			\$325.00	\$105 P/HOUR+ MATERIAL	\$89.44	\$600 Max	Quote	\$78 per hour plus materials
19	Low-Flow Toilet	Replacement (only when required by local building department permit process)		\$325 per toilet	\$325.00	\$350.00	\$123.89	\$325.00	\$325.00	\$325.00
20	Mechanical Ventilation (if required by blower door diagnostics and MV calculations) + (includes grounding if required - max cost of MV and grounding cannot exceed max allowed by the State)	Balanced System	OTH	\$1,700 per dwelling	\$1,599.00	\$1,650.00	\$ SUB	\$1,700 Max	Quote	\$78 per hour plus materials
		Exhaust System		\$1,200 per dwelling	\$1,225.00	\$1,100.00	\$345.70	\$1,200 Max	Quote	\$78 per hour plus materials
		Supply System		\$1,200 per dwelling	\$1,225.00	\$1,100.00	\$ SUB	\$1,200 Max	Quote	\$78 per hour plus materials
21	Microwave Oven		EBL	\$284 per oven	\$250.00	\$145.00	\$168.40	\$250.00	\$246.00	\$250.00
22	Minor Envelope Repair	Roof Mastic	INF		\$82/HR	\$13.00	N/A	\$400 Max	Quote	\$16.00
		Glass fireplace doors when damper non feasible			\$82/HR	\$342.00	\$291.67	\$400 Max	Quote	\$78 per hour plus materials

Minor Envelope repair was lumped into infiltration reduction

		Replace missing Attic/crawl space access cover			\$225.00	\$35.00	\$14.90	\$400 Max	Quote	\$78 per hour plus materials	
		Attic Access - Hinged Lid for Disappearing Stair Cover			\$322.00	\$45.00	N/A	\$400 Max	Quote	\$55.00	
		New Attic Access Door (includes weatherstrip and insulation)			\$348.00	\$82.00	N/A	\$400 Max	Quote	\$90.00	
		Replace missing Attic/crawl space access cover			NO BID	\$35.00	NO BID	NO BID	Quote	NO BID	
		Seal under sink		\$472 per dwelling	\$82/HR	\$55.00	\$28.82	\$400 Max	Quote	\$78 per hour plus materials	
		Seal thermal bypasses when no insulation to be installed			\$82/HR	\$105 P/HOUR+ MATERIAL	\$28.82	\$400 Max	Quote	\$78 per hour plus materials	
		Fireplace Chimney Damper repair or installation or insatlation of glass fireplace doors when a damper is not feasible			NO BID	\$470 & \$342	NO BID	NO BID	Quote	\$78 per hour plus materials	
		Patching Holes in envelope (ceiling, floor, walls) to exterior, too big to caulk			\$412.00	\$27.00	\$28.82	\$400 Max	Quote	\$78 per hour plus materials	
23	Refrigerator Replacement (includes grounding if required - max cost of refrigerator and grounding cannot exceed max allowed by the State)	15 -16 cu ft	EBL			\$998.00	\$1,045.00	N/A	\$1,032.00	\$1,032.00	\$1,040.00
		17-19 cu ft			\$1,214 per appliance	\$1,032.00	\$1,140.00	\$872.33	\$1,032.00	\$1,032.00	\$1,040.00
		20-21 cu ft			\$1,373 per appliance	\$1,187.00	\$1,270.00	\$1,035.72	\$1,250.00	\$1,187.00	\$1,235.00
		22-23 cu ft			\$1,298.00	\$1,470.00	N/A	\$1,250.00	\$1,187.00	\$1,370.00	

25	Thermostat	Manual	HCM	\$65 per thermostat	\$59.00	\$105.00	\$41.77	\$62.00	\$65.00	\$65.00
		Programmable		\$157 per thermostat	\$155.00	\$120.00	\$51.14	\$150.00	\$155.00	\$155.00
		Smart-Ecobee		\$280 per thermostat	\$275.00	NO BID	NO BID	\$260.00	\$267.00	\$275.00
		Smart-Emerson			\$199.00	NO BID	NO BID	\$260.00	\$267.00	\$275.00
		Smart-Honeywell			\$199.00	NO BID	NO BID	\$260.00	\$267.00	\$275.00
		Smart-Nest			\$275.00	\$356.00	NO BID	\$260.00	\$267.00	\$275.00
		Smart-Other			\$275.00	NO BID	NO BID	\$260.00	\$267.00	\$275.00
26	Vacancy Sensor Switch		EBL	\$55 per Sensor	\$55.00	\$57.00	\$38.90	\$52.00	\$53.00	\$53.00
27	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	\$66 per cover	\$65.00	\$40.50	\$38.20	\$65.00	\$63.00	\$63.00
28	Water Heater Insulation		GHW	\$55 per blanket	\$50.00	\$60.00	\$36.53	\$52.00	\$53.00	\$53.00
29	Water Heater Pipe Insulation		GHW	\$3.90 per lin ft	\$3.89/ ln ft	\$23.00	\$3.32/ LF	\$3.50/ LF	\$3.70 ln ft	\$3.70 LF
30	Weather-stripping	Hinged Door	INF	\$44 per door	\$42.00	\$44.00	\$35.87	\$44.00	\$42.00	\$43.00
		Other	INF	\$2.10 per lin ft	\$2.08/ ln ft	\$2.10 ln ft	\$1.48	\$2.10 per lin ft	\$2.10	\$2.10 LF
31	Window - Catastrophic leaks only	Repair	INF	\$1,379 per dwelling	\$110/HR	\$194.75 P/REPAIR	\$ SUB	\$1200 Max	\$ Quote Required	\$78 per hour plus materials
		Replacement		\$2,757 per dwelling	\$1,390.00	\$42.75 SF	\$923.30	\$2,400.00	\$ Quote Required	\$78 per hour plus materials
SECTION: Optional Work										
1	Ceiling Fan	Range 48" - 70"	OTH	\$250 per fan	\$249.00	\$250.00	NO BID	\$250.00	\$244.00	\$250.00
2	Exterior Water Pipe Wrap		OTH	\$3.90 per lin ft	\$3.80 /ln ft	\$4.50 LF	\$5.49 LF	\$3.40/per lin ft	\$3.90/ ln ft	\$3.90 LF

3	Floor Foundation Venting		INS	\$425 per dwelling	\$425.00	\$360.00	\$3.32 / LF	\$360.00	\$360.00	\$360.00
	Floor Insulation	> 36" clearance	INS	\$2.13 per sq ft	\$1.83	\$2.90	NO BID	\$1.83/per sq ft	\$1.80/ sq ft	\$1.83 SF
		< 36" clearance		\$2.55 per sq ft	\$2.23	\$2.90	NO BID	\$2.23/per sq ft	\$2.20/ sq ft	\$2.23 SF
5	Mechanical Ventilation (includes grounding if required - max cost of MV and grounding cannot exceed max allowed by the State)	Balanced System	OTH	\$1,700 per dwelling	\$1,875.00	\$1,650.00	\$ N/A	\$1,700.00	\$Quote	\$78 per hour plus materials
		Exhaust System		\$1,200 per dwelling	\$1,231.00	\$1,150.00	\$345.70	\$1,200.00	\$Quote	\$78 per hour plus materials
		Supply System		\$1,200 per dwelling	\$1,245.00	\$1,150.00	\$ N/A	\$1,200.00	\$Quote	\$78 per hour plus materials
6	Power Strips	Tier 2 Advanced	EBL	\$105 per strip	\$105.00	\$85.00	\$55.89	\$87.50	\$100.00	\$100.00
7	Shade Screens		GHW	\$500 per dwelling	\$9.50/ft	\$9 SF	\$ N/A	\$500.00	\$6.70/ sq ft	\$6.70 sq ft
8	Shutters		GHW	\$6.00 per sq ft	\$5.89/ sq ft	\$7 SF	NO BID	\$5.25/per sq ft	\$6.00 /sq ft	\$6.00 sq ft
9	Storm Windows	Fixed, Glass Glazing	GHW	\$12.40 per sq ft	\$11.80/ sq ft	\$12.50 SF	NO BID	\$11/per sq ft	\$10.00 /sq ft	\$10.00 sq ft
		Fixed, Polycarbonate		\$18.40 per sq ft	\$17.50/ sq ft	\$18.50 SF	NO BID	\$17.00/per sq ft	\$18.40 /sq ft	\$18.40 sq ft
		Operable, Glass Glazing		\$13.90 per sq ft	\$13.20/ sq ft	\$14 SF	NO BID	\$13.90/per sq ft	\$13.90 /sq ft	\$13.90 sq ft
		Operable, Polycarbonate		\$21.40 per sq ft	\$23.35/sq ft	\$21.50 SF	NO BID	\$21.40/per sq ft	\$21.00 /sq ft	\$21.00 sq ft
10	Timer, Electric Water Heater		EBL	\$112 per timer	\$98.00	\$115.00	NO BID	\$105.00	\$105.00	\$105.00
11	Tinted Window Film		OTH	\$3.30 per sq ft	\$2.80/sq ft	\$3.50 SF	NO BID	\$3.00/per sq ft	\$2.70 /sq ft	\$2.70 sq ft
12	Wall Insulation, Stucco and Wood	R-value	INS	\$3.50 per sq ft	\$3.94/sq ft	\$4.04 SF	NO BID	\$2.00/per sq ft	\$3.50 /sq ft	\$2.70 sq ft

SECTION: Mandatory - Assessments/Diagnostics [For DAP Weatherization and DAP EHCS Activities]

3	Combustion Appliance Safety Test	Pre	ADS	\$61.00	\$60.00	\$85.00	\$10.56	NO BID	No Bid	\$65.00
		Post		\$61.00	\$60.00	\$85.00	\$29.52	NO BID	\$61.00	\$65.00
4	Duct Leakage Test	Pre	ADS	\$67.00	\$55.00	\$115.00	\$38.62	NO BID	\$67.00	\$67.00
		Post		\$67.00	\$55.00	\$115.00	\$38.62	NO BID	\$67.00	\$67.00
5	Environmental Testing		ADS		N/A		SUB	NO BID	\$67.00	COST
6	HERS Rater		ADS		\$308.00	\$250.00	SUB	NO BID	\$67.00	\$350.00
7	Permits		ADS		120 + labor	COST + 65 LABOR	SUB	NO BID	\$67.00	\$78 per hour plus materials

SECTION: Mandatory - Health and Safety [For DAP Weatherization and DAP EHCS Activities]

1	Carbon Monoxide Alarm	Lithium Battery	HSM	\$68 per alarm	\$65.00	\$68.00	\$47.91	\$62.00	\$68.00	\$72.00	
2	Smoke Alarm	Lithium Battery	HSM	\$68 per alarm	\$60.00	\$68.00	\$25.08	\$62.00	\$68.00	\$72.00	
3	Cooling Repair	AC Wall/Window	HSM	\$915 per dwelling or 50% of replacement	\$399.00	\$105 P/HOUR+ MATERIAL	\$ SUB	\$877.00	Quote	\$78 per hour plus materials	
		Evaporative Cooler		\$941 per dwelling or 50% of replacement	\$399.00	\$105 P/HOUR+ MATERIAL	\$ SUB		Quote	\$78 per hour plus materials	
		*****	FAU (Split System)		\$2008 per dwelling or 50% of replacement	\$998.00	\$105 P/HOUR+ MATERIAL	\$ SUB	\$1,892.00	Quote	\$78 per hour plus materials
			Multi-Unit Central System		\$788 per dwelling or 50% of replacement	\$1,192.00	\$105 P/HOUR+ MATERIAL	\$ SUB	\$750.00	Quote	\$78 per hour plus materials
4	Cooling Replacement	AC Wall/Window	HSM	\$1830 per dwelling	\$1,529.00		\$899.70	\$1,740.00	\$1,663.00	\$1,640.00	

		Evaporative Cooler Roof		\$1882 per dwelling	\$650.00		NO BID	\$1,838.00	\$1,767.00	\$1,910.00
		Evaporative Cooler Window/Wall		\$1882 per dwelling	\$649.00	\$ SEE PRIOR	NO BID	\$1,838.00	\$1,767.00	\$1,780.00
		Forced Air Unit (Split System)		\$4016 per dwelling	\$649.00	\$	NO BID	\$3,850.00	\$3,907.00	\$4,400.00
		Multi-Unit Central System		\$1575 per MUD	\$649.00	\$	NO BID	\$6,660.00	\$1,600.00	\$1,500.00
5	CVA Venting	All Other	HSM	\$225 per dwelling	\$612.00	\$225.00	\$24.59	\$250 Max	\$475.00	\$78 per hour plus materials
		Louver Doors Only		\$500 per dwelling	\$575.00	\$400.00	\$167.00	\$450.00	Quote	\$450.00
6	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	\$1,985 per dwelling or 50% of replacement	\$450.00	\$105 P/HOUR+ MATERIAL	\$ SUB	\$1,838 Max	Quote	\$78 per hour plus materials
		Forced Air Unit (Split System)		\$2,750 per dwelling or 50% of replacement	\$450.00	\$105 P/HOUR+ MATERIAL	SUB	\$2,554 Max	Quote	\$78 per hour plus materials
		Multi-Unit Central System		\$1,742 per MUD or 50% of replacement	\$450.00	\$105 P/HOUR+ MATERIAL	SUB	\$3,330 Max	Quote	\$78 per hour plus materials
		Other Types Not Listed		\$2,375 per dwelling or 50% of replacement	\$850.00	\$105 P/HOUR+ MATERIAL	SUB	\$2,280 Max	Quote	\$78 per hour plus materials
		Package (Dual Pack)		\$3,536 per dwelling or 50% of replacement	\$1,100.00	\$105 P/HOUR+ MATERIAL	SUB	\$3,330 Max	Quote	\$78 per hour plus materials
		Wood-Fueled		\$2,375 per dwelling or 50% of replacement	\$450.00	\$105 P/HOUR+ MATERIAL	SUB	\$2180 Max	Quote	\$78 per hour plus materials

7	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	\$3,971 per dwelling	\$1,729.00	\$ SEE PRIOR	NO BID	\$3,855.00	\$3,612.00	\$2,780.00
		Forced Air Unit (Split System)		\$5,550 per dwelling	\$2,289.00	\$	NO BID	\$5,350.00	\$4,566.00	\$4,465.00
		Multi-Unit Central System		\$3,483 per dwelling	\$1,742.00	\$	NO BID	\$6,005.00	\$2,400.00	\$3,300.00
		Other Types Not Listed		\$4,749 per dwelling	\$2,375.00	\$	NO BID	\$4,580.00	\$4,566.00	\$4,300.00
		Package (Dual Pack)		\$7,072 per dwelling	\$3,359.00	\$	NO BID	\$6,660.00	\$6,332.00	\$6,728.00
		Wood-Fueled		\$4,749 per dwelling	\$3,377.00	\$	NO BID	\$4,360.00	\$4,159.00	\$4,300.00
8	Lead-Safe Weatherization		HSM	N/A	\$118/HR	\$ NO BID	\$28.42	\$Labor Rate + 2 Hrs	Quote	\$ACTUAL COST
9	Water Heater Repair	Electric	HSM	\$1,125 per dwelling	\$118/HR	\$105 P/HOUR+ MATERIAL	\$226.79	\$1,090 Max	Quote	\$78 per hour plus materials
		Gas & Propane		or 50% of	\$118/HR	\$105 P/HOUR+ MATERIAL	\$235.72	\$1,090 Max	Quote	\$78 per hour plus materials
		Mobile Home		replacement	\$118/HR	\$105 P/HOUR+ MATERIAL	\$235.72	\$1,090 Max	Quote	\$78 per hour plus materials
		Multi-Unit Central System		\$1,125 per MUD or 50% of replacement	\$118/HR	\$105 P/HOUR+ MATERIAL	SUB	\$1,090 Max	Quote	\$78 per hour plus materials
10	Water Heater Replacement	Electric	HSM	\$2,250 per dwelling	\$648.00	SEE PRIOR	\$469.19	\$2,100.00	\$2,151.00	\$2,075.00
		Gas & Propane			\$748.00		\$666.56	\$2,100.00	\$2,151.00	\$2,020.00
		Mobile Home			\$748.00		\$738.12	\$2,100.00	\$2,151.00	\$1,925.00

		Multi-Unit Central System		\$2,250 per MUD	\$799.00		\$675.00	\$2,100.00	\$2,151.00	\$1,950.00
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SECTION: Mandatory [For DAP Weatherization and DAP EHCS Activities]

1	Duct Repair and Replacement		INF	\$2,727 per dwelling	\$25/ft	\$2.14 LF	\$ SUB	\$2,627.00	Quote	\$78 per hour plus materials
2	Limited Home Repair		OTH	\$600 per dwelling (Amount TBD for	\$118/HR	\$380.00	\$104.13	\$600.00	Quote	\$78 per hour plus materials
3	Low Flow Toilet	Replacement (only when required by local building department permit process)	GHW	\$325 per toilet	\$325.00	\$350.00	\$123.89	\$325.00	\$325.00	\$325.00
4	Thermostat	Manual	HCM	\$65 per thermostat	\$59.00	\$105.00	\$41.77	\$62.00	\$65.00	\$65.00
		Programmable - Std		\$157 per thermostat	\$155.00	\$120.00	\$51.14	\$150.00	\$155.00	\$155.00
		Smart-Ecobee		\$280 per thermostat	\$275.00	NO BID	NO BID	\$260.00	\$267.00	\$275.00
		Smart-Emerson			\$199.00	NO BID	NO BID	\$260.00	\$267.00	\$275.00
		Smart-Honeywell			\$199.00	NO BID	NO BID	\$260.00	\$267.00	\$275.00
		Smart-Nest			\$275.00	\$356.00	NO BID	\$260.00	\$267.00	\$275.00
		Smart-Other			\$275.00	NO BID	NO BID	\$260.00	\$267.00	\$275.00

SECTION: Disbursement (DAP) Measures [For DAP Weatherization and DAP EHCS Activities]

1	Appliance Repair (Minor)	Energy Star Minor Appliance Repair (Clothes Washer, Dryer, Dishwasher, or Freezer)	OTH	\$350 per appliance	\$118/HR	\$105 P/HOUR+ MATERIAL	SUB	\$200 Max	Cost	\$78 per hour plus materials
2	Chimney Cleaning		HSM	\$200 per dwelling	\$1,499.00	NO BID	SUB	\$200 Max	Cost	\$78 per hour plus materials

3	Clothes Dryer	Clothes Dryer - Energy Star - Gas (≤7.35 cu ft)	HSM EEU	\$1,150 per appliance	\$989.00	\$807.00	\$933.97	\$1,150.00	\$1,125.00	\$1,200.00
		Clothes Dryer - Energy Star - Gas (>7.35 cu ft)		\$1,450 per appliance	\$1,299.00	\$950.00	\$1,261.31	\$1,300.00	\$1,225.00	\$1,350.00
		Clothes Dryer - Energy Star -Electric		\$1,050 per appliance	\$977.00	\$807.00	\$825.22	\$1,050.00	\$900.00	\$1,050.00
		Clothes Dryer - Energy Star - Electric (>7.35 cu ft)		\$1,350 per appliance	\$1,199.00	\$950.00	\$945.94	\$1,150.00	\$1,225.00	\$1,200.00
4	Clothes Washer	Clothes Washer – Energy Star - Front Loading (≤6.0cu ft)	EEU	\$900 per appliance	\$1,199.00	\$1,045.00	\$788.68	\$1,170.00	\$1,125.00	\$900.00
		Clothes Washer – Energy Star - Top Loading (≤6.0 cu ft)			\$999.00	\$880.00	\$845.77	\$1,035.00	\$925.00	\$900.00
5	Dishwasher	Dishwasher - Energy Star (≤24.0 inches)	EEU	\$800 per appliance	\$1,249.00	\$871.00	\$592.96	\$750.00	\$525.00	\$650.00
6	Ductless Mini Split Heat Pump	Ductless Mini Split Heat Pump/AC - Single Zone (16-20 SEER, 9-11 HSPF 9-24 KBTU)	HSM EEU	\$4,800 per dwelling	\$3,145.00	\$3800-5985	NO BID	\$4,500.00	\$4,800.00	\$4,850.00
		Ductless Mini Split Heat Pump/AC - Dual Zone (16-20 SEER, 9-11 HSPF, 18-48 KBTU)		\$7,000 per dwelling	\$6,252.00	\$7500 - 8835	NO BID	\$7,000.00	\$7,100.00	\$8,500.00

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		Ductless Mini Split Heat Pump/AC - Tri Zone (16-20 SEER, 9-11 HSPF, 24-60 KBTU)		\$9,100 per dwelling	\$9,258.00	\$9500 - 11,162	NO BID	\$9,100.00	\$10,500.00	\$9,700.00
		Ductless Mini Split Heat Pump/AC - Quad Zone (16-20 SEER, 9-10 HSPF, 36-60 KBTU)		\$10,700 per dwelling	\$10,058.00	\$12,587 - 13,500	NO BID	\$10,500.00	\$14,500.00	\$9,900.00
7	Electrical	Electrical Panel Upgrade	OTH	\$1,900 per dwelling	\$ XXXXXX	Quote	SUB	Quote	Quote	QUOTE
		Electrical Subpanel		\$700 per dwelling	\$ XXXXXX	Quote	SUB	Quote	Quote	QUOTE
		New Electrical Circuit		\$1,000 per dwelling	\$ XXXXXX	Quote	SUB	Quote	Quote	QUOTE
8	Freezer	≤14.0 cubic feet (upright electric)	HSM EEU	\$900 per appliance	\$935.00	\$1,100.00	\$886.35	\$900.00	\$900.00	\$900.00
		>14.0 cubic feet (upright electric)		\$1,300 per appliance	\$1,195.00	\$1,250.00	\$911.04	\$1,300.00	\$1,000.00	\$1,300.00
		≤15.0 cubic feet (chest electric)		\$900 per appliance	\$895.00	\$1,130.00	\$682.67	\$900.00	\$600.00	\$900.00
		>15.0 cubic feet (chest electric)		\$1,200 per appliance	\$895.00	\$1,250.00	\$895.70	\$1,200.00	\$1,050.00	\$1,200.00
		≤15.0 cubic feet (upright propane)		\$3,000 per appliance	\$2,195.00	NO BID	N/A	\$2,320.00	Quote	\$2,400.00
		>15.0 cubic feet (upright propane)		\$3,600 per appliance	\$2,195.00	NO BID	N/A	\$3,600.00	Quote	\$3,800.00
		≥6.0 cubic feet (chest propane)		\$2,200 per appliance	\$2,095.00	\$2,140.00	N/A	\$2,200.00	Quote	\$2,300.00
9	Heat Pump Water Heater	50 Gallon	HSM EEU	\$2,875 per appliance	\$2,995.00	\$2,517.00	\$1,573.93	\$2,520.00	\$2,151.00	\$2,625.00
		65 Gallon		\$3,175 per appliance	\$3,295.00	\$2,992.00	\$2,347.40	\$2,233.00	\$2,151.00	\$3,185.00
		80 Gallon		\$3,525 per appliance	\$3,495.00	\$3,895.00	\$2,247.28	\$2,525.00	\$3,500.00	\$3,900.00

10	Lighting	LED Downlight Retrofit Kits	EBL	\$70 per kit	\$30.00	\$75.00	\$61.33	\$55.00	\$44.00	\$60.00
		LED Hard-Wired Lights - Exterior - Porch Light		\$105 per luminaire	\$79.50	\$115.00	\$49.26	\$90.00	\$70.00	\$100.00
		LED Hard-Wired Lights -Exterior - Security Light		\$125 per luminaire	\$89.50	\$95.00	\$97.00	\$125.00	\$75.00	\$85.00
		LED Hard-Wired Lights -Interior - Ceiling		\$105 per luminaire	\$99.50	\$115.00	\$42.17	\$70.00	\$75.00	\$90.00
		LED Hard-Wired Lights - Interior - Vanity		\$100 per luminaire	\$99.50	\$115.00	\$96.67	\$80.00	\$75.00	\$95.00
		LED Hard-Wired Lights -Interior - Wall/Sconce		\$80 per luminaire	\$89.00	\$115.00	\$53.15	\$65.00	\$75.00	\$70.00
11	Limited Repair	Limited Repairs within the Support Measure	OTH	\$708 per dwelling	\$118/HR	\$380.00	\$104.13	\$1,200 Max	Quote	\$78 per hour plus materials
12	Whole House Fan	Whole House Fan	EEU	\$1,400 per appliance	\$1,395.00	\$1,450.00	NO BID	\$1,200.00	\$2,100.00	\$1,350.00
13	Wood Stove (EPA-Certified)	EPA-Certified Wood Stove	HSM EEU	\$2,650 per dwelling	\$2,400.00	NO BID	NO BID	\$2,650.00	\$2,250.00	N/A
		EPA-Certified Wood Stove +Stove Pipe		\$3,200 per dwelling	\$2,795.00	NO BID	NO BID	\$3,200.00	\$3,500.00	N/A

	EPA-Certified Wood Stove +Stove Pipe + Vent Pipe	\$5,200 per dwelling	\$3,195.00	NO BID	NO BID	\$4,360.00	\$4,200.00	N/A
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