

THIS CONTRACT IS IN DRAFT FORM, 5-1-2015
A FINAL contract will be sent to those Contractors Selected.

SEMCAC WEATHERIZATION CONTRACTOR AGREEMENT

THIS CONTRACT has been entered into as of **July 1, 2015**, by and between Semcac, a Minnesota non-profit corporation (“Semcac”), and

_____, (“Contractor”),
who hereby agree to the following terms and provisions.

GENERAL TERMS

Semcac agrees to hire Contractor to provide weatherization materials and services for single family residences and other affordable housing units located in southern Minnesota. Contractor agrees to provide the weatherization materials and services requested by Semcac pursuant to the terms and conditions specified in the Weatherization Job Booklet for Single Family and Mobile Homes and the Work Procedures attached hereto as Exhibit A, as may be modified by site specific job requests, for the amount set forth in the Average Bid Price List attached hereto as Exhibit B.

GENERAL COMPLIANCE

The Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under the general conditions of this Contract. Contractor shall secure from the local municipality all necessary permits and licenses to perform the work requested under this Contract. All such work shall be in compliance with all building code regulations and ordinances of the local municipality. All permits will be signed off by City inspector and submitted with invoices for payment.

PERFORMANCE MONITORING

Semcac will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by Semcac will constitute noncompliance with this Contract.

CONTRACTOR RESPONSIBILITY FOR FUND SOURCE MONITORING

The Contractor is responsible for reconciliation of deficiencies noted by fund-source monitors (e.g., State of Minnesota, Department of Commerce, Department of Energy or other funding agency). Such responsibility is enforceable in terms of required warranties pursuant to this Contract.

INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be

performed under this Contract. Semcac shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Contractor is an independent contractor.

INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the property owner, Semcac, and all funding sources, from all liabilities, claims and losses arising from the Contractor's activities under this Contract, including but not limited to bodily injury, death, property damage, monetary damage, and other loss or expense.

OTHER INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Contractor shall fully indemnify and completely hold harmless Semcac, its affiliates, officers, directors, agents, insurers and employees from and against all actions, claims, demands, liabilities (including without limitation liabilities for environmental damages), damages, losses, costs and expenses, including but not limited to attorneys' fees and legal expenses, and attorneys' fees incurred by Semcac in enforcing this indemnity (and any other costs associated with the handling or defense of any such action or claim of any kind), to the extent such actions, claims, demands, damages, losses, liabilities, costs or expenses arise out of or by reason of, or are claimed to arise out of or by reason of, the negligence, error, omission, willful misconduct or criminal act of Contractor or anyone directly or indirectly employed by it or anyone else for whose acts it may be liable, including without limitation Contractor's Subcontractors and agents.

Effect of Other Limitations: In any and all claims against Semcac or any of its affiliates, officers, directors, insurers, agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor's indemnification obligation under this Article 16 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefits acts.

Administration: Contractor shall at its own expense investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any liability, damage, loss, claim, demand or action that is subject to the foregoing indemnity; provided, however, that Contractor shall not settle any such claim or action without the prior written consent of Semcac, which consent shall not be unreasonably withheld. Contractor shall obtain a comparable indemnity for Contractor and Semcac from each of its Subcontractors and provide Semcac with appropriate documentation thereof.

Offset: Any monies, whether due or to become due to Contractor, shall be subject to offset by Semcac to the full extent of all damages, losses and expenses, including but not limited to attorneys' fees, sustained or incurred by Semcac, and with respect to which Semcac is entitled to indemnification from Contractor.

SALES AND USE TAX

Exclusion of Tax: All bid prices shall be submitted exclusive of the state Sales and Use Tax to facilitate comparison of bids. Successful bidders will be furnished with appropriate exemption certificates where applicable. Sales tax shall be billed to Semcac for all work determined to be outside statutory exemptions.

Statutory Exemptions: The applicability of any statutory exemption shall be determined by Semcac. If state Sales and Use Tax is asserted against Contractor, Contractor shall promptly notify Semcac, which shall assume all defense and settlement thereof at its own expense, provided Semcac has previously issued an exemption certificate to Contractor.

Transaction Taxes: In addition, Contractor shall be responsible for all other transaction taxes including (but not limited to) federal, state, regional and local taxes, goods and services taxes, value-added, gross receipts, gross margins, and any all other transaction taxes effective or enacted thereafter that are imposed on Contractor upon its performance of this Agreement.

INSURANCE

At all times during this Contract, Contractor shall maintain the following insurance coverage, which shall name Semcac as an additional insured or loss payee, as its interest may appear:

- A. Commercial General Liability Insurance coverage with a limit of **not less than \$1,000,000 each occurrence.**
- B. Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract as required by Minnesota Statute.
- C. Automobile Insurance coverage with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

Upon execution of this Contract, and thereafter prior to the expiration of such coverage, Contractor shall provide Semcac with a certificate of insurance evidencing such insurance coverage. The certificate shall provide contain an agreement of the insurer that the coverage shall not be terminated or modified without thirty (30) days prior written notice to Semcac.

The Contractor shall provide Semcac with certified copies of endorsements and policies if requested by Semcac in lieu of or in addition to certificates of insurance.

LIEN WAIVERS

Contractor shall protect, defend and indemnify the property owners and Semcac from any claims for unpaid work, labor, or material by subcontractors and/or material suppliers. Payment for any particular job under this Contract shall not be due until the Contractor has delivered to Semcac the full and final lien waivers from all subcontractors and material suppliers who provides labor or services or supplied materials to the job or a bond satisfactory to Semcac indemnifying building owners and Semcac against any lien.

MATERIAL STANDARDS

All products used by Contractor in performing its work under this Contract shall meet the material codes for US Department of Energy 440.21 Appendix A ASTM. United Laboratories rating will apply. Contractor shall comply with Minnesota statues on AWAIR.

PAYMENT

Invoices submitted to Semcac shall provide sufficient detail and be in a format acceptable to Semcac. The Agreement Sum shall be payable as specified in the Weatherization Pricing for contract work on Site built Homes and for Mobile Homes document. The prices quoted in the Weatherization Pricing for contract work on Site built Homes and for Mobile Homes document will be reviewed and updated annually, or as needed if a significant change occurs in the industry product pricing.

Items required for payment:

- Signed lien waiver
- Complete Completion Certificate
- Documented work order
- Lead Safe Renovation Recordkeeping form and pictures documenting proper practices were followed (if applicable)
- Completed Blower Door, House Pressures & Mechanical Testing form

PAYMENTS WITHHELD

Semcac may withhold payment on any invoice/work to such extent as may in Semcac's good faith opinion be necessary to protect it against loss due to:

1. Defective or damaged work not remedied,
2. Claim(s) filed or evidence indicating the reasonable possibility of the filing of claim(s),
3. Failure of Contractor to make payments properly to material suppliers, employees or laborers,
4. Reasonable doubt that the work can be completed for the unpaid balance of the Agreement Sum which would remain,
5. Damage to another contractor or any of its material suppliers,
6. Reasonable indication that the work will not be completed on time, or
7. Unsatisfactory completion of the work by Contractor.

When all of the above grounds for withholding a progress payment otherwise payable have been removed, the payment shall be made.

PUBLIC RECOGNITION OF FUNDING SOURCES

The Contractor shall insure recognition of the role of Semcac and the funding agencies in providing services through this Contract. In addition, the Contractor will include a reference to the support provided herein in all of its publications.

MAINTAIN PROPER SAFEGUARDS

During performance of the work, and when any part of the work is left incomplete for coordination with, or to facilitate, the work of another contractor, or for any other reason, Contractor shall provide and shall maintain proper safeguards, including those required to comply with OSHA, as well as all applicable safety codes, until another contractor begins work at that place. When Contractor removes any previously placed safeguards, Contractor shall thereafter provide and maintain proper safeguards until another contractor begins work at that place. When Contractor's work is completed, Contractor shall provide and maintain proper safeguards until the work is accepted by Semcac.

DRUG-FREE WORKPLACE

Semcac may ask for documentation of drug screening results. It is the contractor's responsibility to arrange for drug testing of their employees, through the vendor of their choice.

BACKGROUND CHECKS

Semcac may ask for documentation of background results. It is the contractor's responsibility to arrange for background checks of their employees via the **Minnesota Bureau of Criminal Apprehension's Computerized Criminal History System**: <https://cch.state.mn.us/>.

A person performing the Semcac-approved work cannot complete his/her own criminal background screening via the **Minnesota Bureau of Criminal Apprehension's Computerized Criminal History System**: <https://cch.state.mn.us/>. If the contractor is a sole-proprietor or has no employees that do not complete the Semcac-approved work on site will need to submit the necessary information (full name, date of birth) to the Semcac Weatherization Coordinator for the completion of the screening. Documentation of the screening will be provided to the contractor.

If a sub-contractor is a sole-proprietor or has no employees that do not complete the Semcac approved work on site must submit the necessary information (full name, date of birth) to the contractor for completion of the screening. The contractor is then responsible to provide the sub-contractor and the Semcac Weatherization Coordinator documentation of the screening.

WEATHERIZATION ACCESS POLICY (Exhibit C)

COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with the Copeland “Anti-Kick Back” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).

HATCH ACT

The Contractor agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

AGREEMENT TO ALSO COMPLY WITH THE REQUIREMENTS, AS APPLICABLE, OF EACH OF THE FOLLOWING LAWS, IN ADDITION TO ALL OTHER APPLICABLE LAWS:

- 1) Federal Fair Labor Standards Act of 1938, as amended (29 USC 201, *et seq.*)
- 2) Section 109 of Title 1 of the 1974 Housing & Community Development Act (29 CFR 6)
- 3) Title VIII of the Civil Rights Act of 1968 (42 USC §3601 - § 3639)
- 4) Executive Order 11246, as amended, as supplemented by regulations at 41 CFR Part 60, prohibiting employment discrimination and requiring affirmative action.
- 5) Executive Order 12549, Debarment and Suspension (3 CFR 1986 Comp., p. 189);
- 6) Executive Order 12259, Leadership and Coordination of Fair Housing in Federal programs (3 CFR, 1980 Comp., p. 307)
- 7) Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701u).

SUBCONTRACTS

Approvals - The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this Contract without the written consent of Semcac prior to the execution of such agreement.

Monitoring - The Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

Content - The Contractor shall cause all of the provisions of this Contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

WARRANTIES

Unless otherwise agreed to in writing by the parties hereto, the Contractor warrants that items ordered pursuant to the specifications will conform thereto to any drawings, samples, or other descriptions specified by Semcac, will be fit and sufficient for the purpose intended, and that all items will be new merchandise, or good materials and workmanship and free from defect. Such warranties, together with the Contractor’s service warranties and guarantees, if any, shall survive inspection tests, acceptance of and payment for items and shall run to Semcac, its successors, or

assigns and citizens. Except for roof vents, latent defects, notice of any defect or nonconformity must be given by Semcac to the Contractor within twelve (12) months after acceptance. Roof vents will be warranted for twenty-four (24) months. Semcac may, at its option, return for credit or require prompt correction or replacement of the defective or nonconforming items or have the defective item corrected or replaced at the Contractor's expense. Items required to be corrected or replaced shall be subject to all terms and conditions of this Contract.

CONTRACTOR'S BANKRUPTCY OR INSOLVENCY

Contractor hereby represents that it now has and expects to have, during its agreed course of performance, adequate financial strength to fully and properly perform its obligations hereunder. Insolvency, assignment for the benefit of creditors, appointment of a receiver for, or filing of a voluntary or involuntary petition in bankruptcy or for an arrangement by or against Contractor, or any of the foregoing, shall constitute a default in performance by Contractor, for the purposes of this Agreement.

TERMINATION OF CONTRACT

If the Contractor fails to complete the weatherization work after the expiration of five business days from written notice, then Semcac may terminate this Contract. Upon such termination, Semcac may complete the work, whether by contract or otherwise and will take possession of and use any necessary materials or appliances situated on the premises to complete the work. Whether or not the Contractor's right to proceed is terminated, Contractor shall remain liable for any damages. In the event Semcac completes the work, the Contractor shall be paid the amount which results from subtracting the amount for any damages and the amount incurred by Semcac to complete the weatherization work from the amount which would have been owed if the Contractor had satisfactorily completed all work. Contractor shall execute a mechanic's lien waiver and a waiver of any rights arising in law or equity upon receipt of such sums of money. This Contract may also be terminated by Semcac for the following reasons:

- A. Failure to adhere to deadlines.
- B. Failure by Contractor to perform in a workmanlike manner.
- C. Failure by Contractor to maintain appropriate working relationships with the customer and Semcac.
- D. Any change in the Contractor which renders it unable to meet basic qualifications.
- E. Discrimination against or denial of employment to any individual in the performance of any weatherization contract on the grounds of race, color, national origin, age, sex, handicap, religious or political affiliation in violation of Title V and VII of the Civil Rights Act of 1964 (42 UC 2000d), the Age Discrimination in Employment Act (29 USC 794), and specifically Minnesota Statute 363.073.

- F. Violation of any additional standards adopted by Semcac.
- G. Failure to maintain required insurance coverage.
- H. Failure to maintain current compliance with Tax Laws or Occupational License Requirements.
- I. Failure to abide by the terms and conditions of this Contract.
- J. Changes in funding granted to Semcac.

This agreement will terminate when grant funding is completed; however, Semcac reserves the right to terminate this agreement upon thirty (30) days written notice to contractor if contractor's performance is not satisfactory. Upon notice of termination contractor will not begin work on any additional units and will confer with Semcac as to the status of homes currently receiving weatherization.

AMENDMENT

This Contract may be amended only in writing and signed by all of the parties hereto.

WAIVERS

Failure of Semcac to insist on performance of any of the terms, conditions or requirements of this Contract shall not be construed as the waiver of such terms, conditions or requirements and the same shall remain in full force and in effect for the duration of this Contract.

ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract (whether by assignment or novation), without the prior written consent of Semcac thereto.

ACCOUNTING STANDARDS

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by normally accepted accounting practices to properly account for expenses incurred under this contract.

RECORDS

Retention - The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the resolution of all audit findings.

Disclosure - The Contractor understands that customer information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of Semcac or Contractor responsibilities with respect to services provided under this contract, is prohibited by the Minnesota Data Privacy Act unless written consent is obtained from such person receiving service and in the case of a minor that of a responsible parent/guardian.

Inspections - All Contractor records with respect to any matters covered by this Contract shall be made available to Semcac and any funding agency or their designees at any time during normal business hours, as often as Semcac or such funding agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Progress - The Contractor shall submit reports to Semcac in the form, content, and frequency as required by Semcac.

CONFIDENTIALITY

The term “Confidential Information” means any and all information that is provided, disclosed or made available to Semcac and that:

- a. concerns or relates to any aspect of the business of Semcac and/or
- b. is, for any reason, identified and treated as confidential or proprietary by Semcac;

except any such information which Contractor can prove, by clear and convincing evidence:

- i. is on the date of this Agreement publicly and openly known and in the public domain;
- ii. becomes after the date of this Agreement publicly and openly known and in the public domain through no fault of Contractor; or
- iii. is in Contractor’s possession and documented prior to the date of this Agreement, lawfully obtained by Contractor from a source other than Semcac and not subject to any obligation of confidentiality.

Contractor understands and acknowledges that the Confidential Information is being revealed to Contractor in strict confidence, solely for the purpose of allowing Contractor to perform the Work. Contractor shall not use, or induce or allow any of its employees, agents or Subcontractors or any other person or entity to use, any Confidential Information for any other purpose whatsoever. Moreover, without the express, prior written consent of Semcac, Contractor shall not print, copy, or otherwise reproduce, in whole or in part, any Confidential Information, or induce or allow any of its employees, agents or Subcontractors or any other person or entity to print, copy or otherwise reproduce any Confidential Information.

Contractor shall not disclose or reveal any Confidential Information to anyone except those of Contractor’s employees or Subcontractors with a definable need to know such Confidential Information in connection with performing the Work. Further, prior to revealing or disclosing any Confidential Information to any such employees or Subcontractors, Contractor shall require the employees or Subcontractors to agree in writing to be bound by the terms of this Article 21. Without limiting any of its other obligations under the Agreement, Contractor specifically agrees that it shall be liable to Semcac for any breach of this Article 21 by Contractor, and for any act or omission by any of its employees, agents or Subcontractors which, if such act or omission was done or made by Contractor, would constitute a breach of this Article 21, and Contractor shall indemnify and hold harmless Semcac from and against all actions, demands, losses, liabilities, claims, damages, costs and expenses (including without limitation attorneys’ fees and legal expenses) arising out of or resulting from any such breach, act or omission.

PERSONNEL CONDITIONS

Nondiscrimination - The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex affectional preference, disability or other handicap, age, marital status, political affiliation or belief, status with regard to public assistance, or application for or participation in any program funded in whole or in part with funds made available under this Contract. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

Noncompliance - In any event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or provisions herein, this Contract may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible by Semcac from any further participation in Semcac contracts in addition to other remedies as provided by law.

U.S. DEPARTMENT OF ENERGY'S FLOW DOWN PROVISIONS (Exhibit D)

INFORMAL DISPUTE RESOLUTION

Should a dispute occur between Semcac and Contractor arising out of or relating to this Agreement or the Work, the parties shall attempt in good faith to resolve the dispute promptly by negotiations between their respective site managers. In the event that such negotiations do not resolve the dispute within five (5) days, the following provisions shall be utilized to resolve the dispute:

- a. The dispute shall first be referred to the respective project managers of the parties, who shall attempt in good faith to resolve the dispute.
- b. In the event that the dispute is not resolved within five (5) days following the initiation of the procedure referred to in clause a., the dispute shall be referred to the respective Senior Vice Presidents of the parties (or officers of similar stature), who shall attempt in good faith to resolve the dispute.
- c. In the event that the dispute is not resolved within thirty (30) days following the initiation of the procedure referred to in clause b., the dispute shall be referred to the respective chief executive officers of the parties, who shall attempt in good faith to resolve the dispute.
- d. If the dispute is not resolved within thirty (30) days following the initiation of the procedure referred to in clause c., the parties may upon mutual agreement submit the

dispute to non-binding mediation. In the event of any such mediation, the fees and other charges of the mediator shall be shared equally by Contractor and Semcac.

- e. If the dispute is submitted to non-binding mediation pursuant to clause d. and the mediation process has not resolved the dispute within sixty (60) days following the submission of the matter to mediation, or in the event the parties do not agree to submit the dispute to mediation following the efforts described in clauses a. through c., the dispute shall be resolved by litigation. Notwithstanding anything to the contrary herein, nothing in this Article shall preclude, or shall be interpreted to preclude, either party from exercising its termination rights under this Agreement

IN AGREEMENT the parties have executed this Contract on the day and year first written above. **Effective date of this Agreement is July 1, 2015, expiration date is June 30, 2017.**

CONTRACTOR

Business name (please print): _____

Principal Office Address: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

SEMCAC

Authorized Signature: _____

Printed Name: Wayne D. Stenberg Title: Executive Director

EXHIBIT A

WORK PROCEDURES

Issuance of work

Work will be issued periodically in batches of one or more weatherization jobs.

Each batch will be issued as a job booklet.

The number of jobs in each batch will be based on Semcac's assessment of a weatherization Contractor's capacity to complete the jobs in a timely manner.

This assessment will be based on the value and number of uncompleted jobs a weatherization Contractor holds and the number of completed and approved partial completions returned for payment in the previous period.

Customer service

The customer will be given at least two day notice of the start of any work.

Customer service will be courteous and professional at all times.

Hard-to-reach customers will be notified of scheduled work by letter.

Customers will be notified immediately of any schedule changes.

Clean and vacuum jobsite at the end of the work day.

Work standards

All work will be done in accordance with published program requirements.

Work will be done as specified in the Job book provided by Semcac.

All work done will be documented in the State Weatherization Assistant software program

Contractor will supply sufficient staff and material to complete each job in a timely manner.

Timely completion

Jobs shall be completed within 30 days of issuance.

Jobs must be returned within 45 days in one of the following categories:

Complete Job done and passed inspection

Partially complete Job done and passed inspection except for work which cannot be done because of extreme weather. Stucco patching, for example.

Work not possible Work cannot be done because of safety, health or structural problems. Semcac inspector must agree these conditions exist.

Work not scheduled Customer could not be reached or would not agree to have work scheduled. Contractor must document efforts to schedule the job.

Walkaway Policy

We would expect to discover problems that require correction before weatherization can be effective. For example, serious roof problems that prevent weatherization from being effective. We also must reserve the right to decline service in cases of health and safety hazards (for example: *garbage houses*) or when weatherization employees or Contractors are subject to dangerous situations. These households may be referred to an existing network of agencies to address their needs.

Change orders

Change orders must be SIR (Savings Investment Ratio) approved work by Semcac's Energy Auditor.

A conflict between the work ordered in Job book and actual conditions on-site will be resolved by a Semcac auditor. The auditor will not approve work unless it meets the SIR.

All changes to a work order must be approved by Semcac's Energy Auditor utilizing a change order.

Semcac will not pay for any unapproved work.

We encourage consultation with our staff, and requests for change orders will have priority with Semcac energy auditors.

Any change order approved by telephone must be documented by the Contractor in the job book and by completing a Change Order form.

Inspection

All work will be inspected by Semcac.

A blower door test will be part of the inspection at the discretion of the Semcac energy auditor.

A job will be considered ready for inspection when the targeted CFM reduction has been achieved, pressure diagnostics, worst case draft test and health and safety measures have been completed and all work has been documented in the Job book.

The Contractor will give Semcac a one working day notice before inspection is anticipated.

On-site inspections are performed prior to payment.

Repeated requests for inspection when work and documentation are obviously incomplete will be an important factor in the periodic reassessment of Contractor qualifications and the allocation of jobs.

Rework

If a Semcac energy auditor calls for rework, the Contractor will have five days to complete the rework.

The number of jobs requiring rework will be an important factor in the periodic reassessment of Contractor qualifications and the allocation of jobs.

The rework form will be used to track and document unsatisfactory work.

Invoices

Invoices for completed jobs will be processed when the following documentation is complete:

Completed Job book passed by the Semcac energy auditor
Completed Blower Door & House Pressures and Mechanical Testing form
Copies of any needed permits, if required
Lien waiver for labor and materials with any receipts

Professional behavior/ Work style

Work area is to be kept safe and clean.

Contractor will vacuum and clean up unit's interior when work is done.

Contractor will remove insulation, construction debris and trash from the exterior of each job.

Contractor's employees will maintain a professional appearance on the job site. Shorts and tank tops are not permitted.

Contractor's employees will maintain professional behavior on the job site.

Evaluation of Contractor

Contractor's qualification will be re-assessed periodically based, in part, on the following considerations:

- Timely completion of work
- Quality of work
- Need for rework
- Adherence to administrative procedures
- Professional behavior on the work site
- Professional appearance on the work site

EXHIBIT B

WEATHERIZATION PRICING FOR CONTRACT WORK ON SITE BUILT HOMES Effective May 1, 2015

Bid price includes all **labor, materials, equipment, permits and incidentals** necessary to accomplish residential weatherization activities, all in accordance with our specifications are as follows:
****\$250 Trip Fee included for each job. ****

I. Exterior Sidewalls		
Bidder should assume a 3 1/2" cavity blow with cellulose to minimum of 3.5 pounds density per cubic foot and using tube method. Include cost of drilling and patching.		
a. Interior Blow	cost per sq. ft	\$1.40
b. Exterior Blow ----- Stucco ----- Lead -----	cost per sq. ft cost per sq. ft	\$1.75 \$2.00 \$500 Base Price
*Auditor to note if client has extra siding on hand. *No added cost for breakage.		
c. Adjustment if 2" x 6"	cost per sq. ft	\$0.20
d. Adjustment if back-plaster	cost per sq. ft	\$0.35
e. Bay window (Above and Below)	cost per unit	\$100
II. Major Air Sealing		
a. Replace 1 st piece of glass in wood prime - - - - -	cost per unit	\$75
b. Replace additional piece of glass 8" X 12- - - - -	cost per unit	\$35
c. Replace additional piece of glass 36" X 24"- - - - -	cost per unit	\$45
d. Replace additional piece of glass 30" X 30"- - - - -	cost per unit	\$50
e. Bypass work (soil stack, chimney, other)	cost per hour	\$45
f. Blower Door testing –include attic pressure readings		Part of Trip Fee
III. Foundation/Basement Crawlspace		
a. Dryer vent - plus install hole- - - - -	flat charge	\$100
b. Dryer vent – 4" hole exists-includes new hood- - - - -	flat charge	\$75
c. Dryer hood New only- - - - -		\$20
d. Insulation sleeve only -----		\$30
e. Crawl space- 6 mil black poly on exposed ground	cost per sq. ft	\$0.50
f. Foundation sealing assume foam/caulk	Cost per hour	\$45

g.	Spray foam foundation	cost per sq. ft.	\$3.00
IV. Attics			
a.	Open blow (no existing insulation to R-44, cost per inch added per sq. ft.) OR partial to R-44	cost per inch	\$0.15
b.	Floored	Addtl per sq. ft.	\$0.20
c.	Knee walls fiberglass/cellulose method, R-19 and plastic if open- ----- Cellulose method if enclosed.- -----	per sq.ft. of attic per sq.ft of attic	\$1.30 \$0.90
d.	Poly only on walls	Per sq. ft.	\$0.45
e.	Tyvek only on walls	Per sq. ft.	\$0.75
f.	Access door scuttle install <u>new</u> /Attic Hatch	Flat charge	\$150
g.	Attic slants (assume 3" cavity) ----- if 6"-----	Cost per sq. ft. cost per sq. ft.	\$0.90 \$1.00
h.	Drilled through with patch	Cost per sq. ft	\$1.15
i.	Treat attic access, (insulation, weather-strip & sheetrock) Install dam	flat charge	\$100 \$35
j.	Flat roof/tuck under garage (blown with cellulose). No access (cost per inch added per sq. ft.)----- With access (cost per inch added per sq. ft.)-----	per inch added per inch added	\$0.25 \$0.15
k.	Baffles/chutes	cost per unit	\$4.00
l.	vent Asphalt roof R750	cost per unit	\$50
m.	Vent Asphalt roof R90	cost per unit	\$50
n.	Slate, metal, or other roof R61	cost per unit	\$50
o.	Slate, metal, or other roof R90	cost per unit	\$55
p.	Soffit vents 8" x 16" installed	cost per unit	\$25
q.	Gable vent installed	cost per unit	\$50
(k-q)	Additional labor costs to be added for pitch and story	Per hour	\$45
s.	New fan none existing Replace Bathroom fan (\$135 allowance, Panasonic 70 cfm 1. if venting is needed (insulated ridged metal pipe)- - - - 2. insulate & tyvek existing vent- -----	Cost per unit cost per unit- installed w/light includes new	\$425 \$225 \$45 addtl \$100 \$50

t.	Sheetrock box for recess light	cost per unit	\$50
u.	Attic or chimney dam	cost per unit	\$35
V. Windows/storms			
a.	Reglazed prime window	Flat charge	\$10 per window
b.	Caulking prime window	Cost per lin. Ft.	\$1
c.	Sash Locks- <u>includes plastic shims if required</u>		\$13
d.	Crank Assembly		\$80
VI. Door – Carpentry, doors, windows, etc., to be sealed or primed and painted, to include all new hardware and all incidentals.			
a.	Triple Sweeps, metal (assume 3 ft.)	cost per unit	\$20
b.	A.V. Weatherstrip q-lon type required	cost per unit	\$45
c.	Alter swing or trim bottom	cost per unit	\$30
d.	Square door with jamb work	flat charge	\$60
e.	Threshold or sill installed	cost per unit	\$50
f.	Keyed lock/Lock set (auditor will allow for extra for a deadbolt)		\$50
g.	Slab Door wood		\$395
h.	Pre-hung Wood Door / Adjustable Threshold		\$590
i.	Pre-hung Steel Door / Adjustable Threshold		\$590
j.	Basement Door / Insulated, Treated wood (homemade) Note: Additional billing may be allowed on a case by case basis.		\$425
VII. Other			
a.	Sheet rocking (include removal and installation to include mudding, taping and ready for light sanding) 1 coat	Greater than 200 sq ft less than 200 sq ft	\$3.75 \$4.00
b.	Patch test holes- - - - -first hole- - - - - Each additional- - - - -	- - - - - - - - - -	\$20 \$10
c.	Water heater/boiler blow down line- - - - -		\$20
VIII. Combustion Air			
a.	Install makeup air	flat charge	\$160
b.	replacement 30" range hood installed & wired	flat charge	\$425

IX. Incidental Repair		flat charge	\$45
X. Ductwork Sealing			
a.	Seal supply and returns, seal seams and holes (Labor and materials)	Flat charge	\$125
b.	Wrap duct in unheated space	per lin. ft.	\$1.50
XI. Pressure Balancing			Part of Trip Fee
XII. Draft Test (furnace or dwh)			Part of Trip Fee
XIII. Smoke Detector			\$25
IXV. Digital CO Monitor 120V/battery back up (Electrochemical, UL-2034 required)			\$65

SEMCAC

WEATHERIZATION PRICING FOR MOBILE HOME CONTRACT WORK
Effective May 1, 2015

Bid price includes all **labor, materials**; equipment, permits and incidentals necessary to accomplish mobile home weatherization activities, all in accordance with our specifications are as follows: **\$250 Trip Fee included for each job.**

I. Roof/Ceiling Systems		
a.	Ceiling bypasses, typical: (2 chimneys, 2 plumbing vent, any other visible holes)	\$80
II. Floor/Belly Systems		
a.	Floor bypasses, typical: (Includes wall/floor penetrations for drain and supply plumbing, duct boot sealing/repair).	\$85
b.	Furnace return routing:	
	1. Seal all floor returns. -----	\$90
	2. Undercut bedroom doors. (\$30 per door)- -----	\$30
	3. Install louver vent –minimum size 16” x 16” on furnace closet door.- -----	\$65
c.	Seal belly holes typical: FLAT FEE-----	\$120
d.	Seal belly holes paper or patch -----per sq. ft	\$1.50
	insulate only-----per sq. ft	\$1.25
	* Use mobile home belly material, sealant, lath, and staples or flex-mend, or other code-compliant method.	
f.	Insulate floor with blown fiberglass, per sq. ft.	\$1.50
h.	New supply registers, installed, per unit.	\$10
i.	Soil covering, 6 mil black poly, per sq. ft.:	\$.45
III. Doors (all doors to be prehung, drilled for deadbolt, and installed prices)		
a.	Mobile home door (prime only) pre-hung	\$525
b.	Rear pre-hung-double hung window	\$425
c.	Repairs & adjustments	
	1. New storm door latch, installed- -----	\$35
	2. New storm door closer, installed- -----	\$35
	3. Realign storm or prime door- -----	\$60
	4. Adjust strike, storm or prime door- -----	\$20
	5. New lockset, installed- -----	\$50

6.	New deadbolt, installed- - - - -	\$50
7.	New weatherstrip, per door, installed- - - - -	\$45
8.	Door sweep, installed- - - - -	\$20
9.	Door shoe, installed- - - - -	\$30
10.	Threshold bead, installed- - - - -	\$20
11.	New threshold, installed- - - - -	\$50
12.	Casing/brickmold, installed- - - - -	\$65
13.	Q-Lon-----	\$35
14.	Sweeps-----	\$20
f.	New DHW access door, installed	\$225

IV. Windows

a.	Prime (Outside windows)	
1.	Replacement labor - - - - -	\$100
2.	Caulking, per window - - - - -	\$15
b.	Storm (inside windows)	
1.	Replacement labor (self storing)- - - - -	\$75
2.	Caulking, per window- - - - -	\$15
c.	Egress window-enlarging existing window to egress	
1.	Includes prime, storm, caulk/putty tape- - - - -	\$96

TYZAL WINDOW \$25

d.	Other Repairs	
1.	Broken glass (single diamond, single pane glass)	
a.	Jalousy window, per sq. ft., installed- - - - -	\$15
b.	Aluminum double hung, storm or prime, per sq. ft., installed- - - - -	\$13
c.	Wood casement or double hung, per sq. ft., installed- - - - -	\$13
d.	Storm panels (not sliding sash) per sq. ft., installed with clips- - - - -	\$13
e.	Frame repair/adjustment for any window- - - - -	\$35
f.	Casing/brick mold, installed- - - - -	\$42
g.	Drip cap for window or door, installed- - - - -	\$18

V. Miscellaneous Repairs

a.	Dryer vent-plus install hole- - - - -flat charge	\$100
b.	Dryer vent-4" hole exists-includes new hood- - - - -flat charge	\$75
c.	New vent hood only- - - - -	\$20
d.	Insulation sleeve only - - - - -flat charge	\$30
e.	Floor repairs per sq. ft., installed	
1.	Up to 32 sq. ft.- - - - -	\$4
2.	Over 32 sq. ft.- - - - -	\$3.20

f.	Bath fans	
1.	Replace as existing with or without light- - - - -	\$175
g.	Sheetrock, per sq. ft., installed (ready for light sanding)	
1.	Small ceiling and wall areas- - - - -	\$3.75
2.	Furnace or DHW heater closets- - - - -	\$3.75
h.	Caulking (Use 25-year or better silicone or siliconized acrylic, depending on location)	
1.	Interior caulking, per lin ft., excluding windows- - - - -	\$ 0.40
2.	Exterior caulking, per lin. ft., excluding windows- - - - -	\$ 0.40
i.	Foam caulking, installed per CFM	\$ 0.25
j.	General carpentry labor per hour	\$45
k.	Kitchen wall exhaust fan, installed	\$125
l.	Kitchen Exhaust Hood installed exhausted outside	\$ 175
VI. Miscellaneous		
a.	Smoke alarms, installed	\$25
b.	Digital CO monitor 120V w/battery back up	\$65
c.	Pressure balancing	Part of Trip Fee
d.	Draft Test DWH ONLY	Part of Trip Fee
e.	Duct sealing	\$30
f.	Blower Door Testing.	Part of Trip Fee
g.	Boot sealing (if no other floor bypass work & sealing only 1 boot)	\$30
h.	water heater blow down pipe	\$20

EXHIBIT C

Semcac Weatherization Access Policy

Purpose

In order to provide and maintain a safe, secure workplace, promote the health and welfare of its employees, protect its public image as well as its physical assets, and preserve a good relationship with its customers, Semcac, has established access requirements for all Contractors, subcontractors, and their employees.

Definitions

- “Contractor” – Any contractor, including independent contractors and subcontractor.
- “Employee” – Any employee of a contractor.

Pre-Access Requirements

Contractors and their employees requiring access to Semcac property or assets, and/or who are acting as a representative of Semcac, and/or who have access to Semcac confidential and proprietary information, must complete and pass a background check and drug test prior to being granted Semcac access, under the following parameters:

- Contractor Responsibilities
 - It is the Contractor’s responsibility to arrange for background checks and drug tests for their employees, through the vendor of their choice.
 - All costs associated with these site access requirements will be the responsibility of the Contractor, including any wages or other payments that are part of a collective bargaining agreement.
 - The Contractor will determine and certify, to Semcac, their employee’s eligibility to perform work for Semcac, consistent with the parameters of this policy.
- Criminal Background Check
 - Background checks will include:
 - a social security number (SSN) verification
 - a national criminal scan
 - county criminal searches to include the county of current residence and the county of current or most recent employment
 - A repeat background check is required when a Contractor’s employee leaves their employ and is rehired after a six month or more absence.
 - Contractors are responsible for re-evaluating an employee’s site access when they become aware that an employee has been involved in criminal activity that could potentially disqualify the employee’s access status. If the employee is determined to pose an unacceptable risk, the contractor shall immediately remove that worker from the site.
 - The following factors are of particular concern to Semcac and shall be closely scrutinized by the Contractor in determining eligibility of their employees for Semcac site access:
 - Drug use, manufacturing, trafficking, sale or intent to sell/distribute;
 - Major honesty issue (e.g., extortion, embezzlement, perjury, theft, forgery);
 - Serious violent behavior (e.g., rape, sexual assault, aggravated assault, armed robbery, arson, manslaughter);
 - Any employment related criminal misconduct;

- Any other conviction substantially related to the job;
- Drug Testing
 - At a minimum, a five (5) panel drug test will be completed by a SAMHSA certified testing facility.
 - Drug testing parameters will follow Department of Transportation (“DOT”) guidelines
 - Anyone testing positive or any test deemed to be positive, under DOT guidelines will be ineligible to perform any future work under a TRCA contract.
 - A repeat drug test is required when a Contractor’s employee leaves their employ and is rehired after a six month or more absence.

Working Visitor Access

Contractors and Trade Unions are expected to adhere to the Pre-Access Requirements as stated above. In certain situations it may be necessary to allow access to a site under the Working Visitor access provision. Semcac will consider requests for Working Visitor access based on the circumstances of the request. Working Visitor access may be revoked at any time at the sole discretion of Semcac.

- Working Visitor – Allows a person to perform work on a site, that is planned or unplanned, to be no more than, and does not extend beyond, five consecutive workdays or while awaiting the background check and drug test to be completed and approved.
 - Working Visitor access is appropriate in situations such as, but not limited to, short notice call to work, emergency repair, a manufacturer representative need, mechanic for vehicle repair, etc.
 - Semcac is responsible for ensuring that a Working Visitor is escorted (shall Semcac and be aware of the Working Visitor’s whereabouts and activities) at all times, while on site, by a Contractor or Semcac employee. The Contractor has primary responsibility for escorting their employees in a Working Visitor status. A Contractor employee, that has been issued a picture keycard, may act as an escort for their employees. .
 - When work unexpectedly has to extend beyond the five day limit, a background check and drug test must be initiated. Working Visitor access will remain in affect until the background check and drug test have been completed and approved.

Post Access Drug Testing Requirements

- Reasonable Suspicion Testing
 - When there is reasonable suspicion to believe a Contractor or its employee is in possession of or under the influence of alcohol or another illegal drug while working under a Semcac contract, the Contractor shall evaluate the employee’s behavior and conduct a drug and alcohol test accordingly. “Reasonable suspicion” is a belief based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an individual is “under the influence” and exhibits such traits as slurred speech, inappropriate behavior, decreased motor skills, etc.
 - All costs and arrangements for testing will be the responsibility of the Contractor, including any wages or other payments that are part of a collective bargaining agreement.
 - Anyone who was removed from Semcac property for “reasonable suspicion” testing will not be eligible to return until the Contractor certifies that the employee tested negative for both drugs and alcohol.
 - Anyone with a test deemed to be positive will be ineligible for any further or future work with Semcac.

- Post Incident Testing

- Contractors will be required to undergo drug and alcohol testing when involved in or causing a work related accident while working under contract with Semcac, where the contractor was operating or helping to operate machinery, equipment, or vehicles involved in a work related accident which resulted in medical care, treatment, or property/equipment damage.
- All costs and arrangements for testing will be the responsibility of the Contractor, including any wages or other payments that are part of a collective bargaining agreement.
- Anyone involved in an incident, may continue working (except in those cases where reasonable suspicion” testing is also warranted) but will require escorted access until the Contractor certifies that the employee tested negative for both drugs and alcohol.
- Anyone with a test deemed to be positive will be ineligible for any further or future work with Semcac.

Special Project Considerations

When the needs of a project warrant modification to these testing parameters and/or where a Project Labor Agreement (“PLA”) or other collective bargaining agreement exists or is negotiated, a project specific policy will dictate the site access requirements.

Enforcement

Contractors will maintain background and drug testing records in accordance with state and federal regulations.

Semcac reserves the right, at its sole discretion, to refuse site access to anyone.

Semcac reserves the right to audit and/or interview any and all contractor and subcontractor records and/or employees for compliance with the terms and conditions of this policy.

Failure to meet the terms and conditions of this policy, including any violations of the policy, may result in termination of contract.

EXHIBIT D

U.S. DEPARTMENT OF ENERGY'S FLOW DOWN PROVISIONS

SUBGRANT FLOW DOWN PROVISIONS FOR WAP AND SEP FINANCIAL ASSISTANCE AWARDS

Resolution of Conflicting Conditions

Statement of Federal Stewardship

Site Visits

Reporting Requirements

Publications

Federal, State, and Municipal Requirements

Intellectual Property Provisions and Contact Information

Lobbying Restrictions

Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

Decontamination and/or Decommissioning (D&D) Costs

Historic Preservation

Flow Down Terms For ARRA Awards – See Prescriptions for Applicability

Special Provisions Relating To Work Funded Under American Recovery and Reinvestment Act of 2009

Reporting and Registration Requirements Under Section 1512 of The Recovery Act

Required Use of American Iron, Steel, and Manufactured Goods (Covered Under International Agreements)—Section 1605 of the American Recovery and Reinvestment Act of 2009

Wage Rate Requirements Under Section 1606 Of The Recovery Act

Recovery Act Transactions Listed In Schedule of Expenditures of Federal Awards and Recipient Responsibilities For Informing Subrecipients

Davis Bacon Act Requirements (For WAP ARRA Financial Assistance Awards)

Davis Bacon Act and Contract Work Hours and Safety Standards Act (For Use in SEP Financial Assistance Awards)

From 10 CFR 600.236-Procurement

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub-grantees will follow paragraphs (b) through (i) in this section.

Note: 600.236 (i)-Contract provisions. A grantee's and sub-grantee's contracts MUST contain provisions in paragraph (i) of this section (1) through (13).

10 CFR 600.236 -- <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=1d87da29f6087f0251f78954c8888f1&rgn=div8&view=text&node=10:4.0.1.3.9.3.20.23&idno=10>

From 10 CFR 600.237-Subgrants

Retention and Access Requirements for Records

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?type=simple;c=ecfr;cc=ecfr;sid=4c22613d54c8ee557f9dc9d6015ec1e9;idno=10;region=DIV1;q1=600.242;rgn=div8;view=text;node=10%3A4.0.1.3.9.3.20.27>

Conform any advances of grant funds to sub-grantees substantially to the same standards of timing and amount that apply to cash advances by Federal agencies (refer state to 10 CFR 600.221(c)).

10 CFR 60.221(c) Advances. Grantees and subgrantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or subgrantee.

RESOLUTION OF CONFLICTING CONDITIONS – MANDATORY FLOW DOWN REQUIRED	4
AWARD AGREEMENT TERMS AND CONDITIONS	4
PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD	
APPLICATION FOR PAYMENTS (ASAP) SYSTEM	4
REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT	
COSTS AND FRINGE BENEFITS	5
USE OF PROGRAM INCOME - ADDITION	5
STATEMENT OF FEDERAL STEWARDSHIP – MANDATORY FLOW DOWN REQUIRED	5
SITE VISITS – MANDATORY FLOW DOWN REQUIRED	5
REPORTING REQUIREMENTS – MANDATORY FLOW DOWN REQUIRED	6
PUBLICATIONS – MANDATORY FLOW DOWN REQUIRED	6
FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS – MANDATORY FLOW DOWN	
REQUIRED	7
INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION –	
MANDATORY FLOW DOWN REQUIRED	7
LOBBYING RESTRICTIONS – MANDATORY FLOW DOWN REQUIRED	7
NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND	
PRODUCTS – SENSE OF CONGRESS – MANDATORY FLOW DOWN REQUIRED	7
DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS – MANDATORY FLOW	
DOWN REQUIRED	7
HISTORIC PRESERVATION – MANDATORY FLOW DOWN REQUIRED	8
SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY	
AND REINVESTMENT ACT OF 2009	8
REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE	
RECOVERY ACT	13
REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION	
1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	13
REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED	
UNDER INTERNATIONAL AGREEMENTS)—SECTION 1605 OF THE AMERICAN	
RECOVERY AND REINVESTMENT ACT OF 2009	15
WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT	19
RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF	
FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING	19
DAVIS BACON ACT REQUIREMENTS	20
DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	30