

Community Action Partnership of Riverside County

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

MASTER AGREEMENT:

CAP-09-019

CONTRACTOR:

David Starrett Construction

CONTRACT TERM:

May 1, 2009 through April 30, 2010

WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP RIVERSIDE, desires to provide weatherization, water heaters, furnace repair and replacement services;

WHEREAS David Starrett Construction, has the expertise, special skills, knowledge and experience to provide these services;

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

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

Authorized Signature for the Board:	Authorized Signature for Contractor:
Printed Name of Person Signing:	Printed Name of Person Signing:
Jeff Stone	David Starrett
Title:	Title:
Chairman, Board of Supervisors	Owner
Address:	Address:
4080 Lemon Riverside, CA 92504	27636 Ynez Road L-7 #177 Temecula, CA 92591
Date Signed:	Date Signed:
	4/13/09

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA 4/24/09
DATE

David Starrett Construction

MASTER AGREEMENT

TERMS AND CONDITIONS

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LIST OF ATTACHMENTS & EXHIBITS

- Exhibit A – Contractor Payment Request 2076A
- Exhibit B – Instructions for Form 2076A
- Exhibit C – Certification Regarding Debarment, Suspension, and Related Matters
- Exhibit D – Certification Regarding Drug Free Workplace
- Exhibit E – Certification Regarding Lobbying
- Attachment A – Payment Reimbursement Schedule for LIHEAP
- Attachment B – Payment Reimbursement Schedule for DOE
- Attachment C – Payment Reimbursement Schedule for Southern California Gas

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

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

II. CAP RIVERSIDE RESPONSIBILITIES

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

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall

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

IV. FISCAL PROVISIONS

A. COMPENSATION

Compensation payable to the Contractor under this Agreement shall be allocated as shown on the Payment Reimbursement Schedules, Attachment A, B and C, attached hereto and incorporated herein by this reference.

B. LINE ITEM BUDGET/UNIT COST

The Contractor shall be paid for services performed in accordance with the terms of the Purchase Order, separate from this Agreement.

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

1. CAP RIVERSIDE will reimburse the Contractor for services performed as identified in Attachment A, B and C. All expenses are inclusive, including but not limited to materials, labor, mileage, etc.
2. To request payment, the Contractor shall submit the Contractor Payment Request Form 2076A (Exhibit A) following the instructions in Instructions for Form 2076A (Exhibit B). Supporting documentation such as permits, receipts, labor schedules, documentation to justify job references and job hours, and/or any other relevant information must accompany the Form 2076A. Exhibits A and B are attached hereto and incorporated herein by these references.
3. In order to receive payment in a timely manner, Contractor shall submit invoices to CAP RIVERSIDE within five (5) working days after completion of work.
4. Services will be inspected by CAP RIVERSIDE within ten (10) working days from receipt of invoice.
5. CAP RIVERSIDE shall pay invoice within thirty (30) business days from the date the work passes inspection. Invoices received by CAP RIVERSIDE after the specified five (5) business days will not be guaranteed inspection nor payment within the specified time. Those invoices will roll over to the next payment cycle.
6. All submissions will be received in the CAP RIVERSIDE office, addressed to:

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

D. FINANCIAL RESOURCES

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

E. RECORDS, INSPECTIONS, AND AUDITS

The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later.

1. Any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.
3. Should the Contractor disagree with any audit conducted by CAP RIVERSIDE, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP RIVERSIDE a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by CAP RIVERSIDE for such an audit.
4. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by CAP RIVERSIDE in conducting such an audit.

F. SUPPLANTATION

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

G. DISALLOWANCE

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

H. ADVANCE PAYMENT

1. CAP RIVERSIDE will compensate the Contractor for services provided in accordance with the terms and conditions contained herein, in this Agreement.
2. Upon written request by the Contractor, CAP RIVERSIDE may issue an advance payment to the Contractor in an amount not to exceed 25 percent (25%) of the available amount of this Agreement. Advances must be requested at the time the funds are allocated. Advance payments will be recaptured by deduction from each billing for the first four (4) months at the rate of 25% until the advance is recaptured in full. If a claim during this period does not support the full repayment amount, its remaining balance will roll forward and be added to the next month repayment dollar amount.
3. In the event this Agreement is amended to increase the consideration of the Agreement, a subsequent advance payment not to exceed 25 percent (25%) of the increased amount may be authorized upon written request by the Contractor.

I. AVAILABILITY OF FUNDING

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

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective May 1, 2009 through April 30, 2010. The contract period shall be up to three (3) years, renewable in one (1) year periods from the date of the award. The contract extension after each and any of the one (1) year periods shall be contingent upon cost adjustments and product and/or services adjustments mutually agreeable to all parties.

The County of Riverside is not obligated to purchase any specified amount of services. The Contractor shall commence performance of requested services only upon written notification by CAP-Riverside that a purchase order has been issued.

B. CONFLICT OF INTEREST

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

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

C. NOTICES

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

CAP RIVERSIDE:

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

CONTRACTOR:

David Starrett Construction
27636 Ynez Road L-7 #177
Temecula, CA 92591
Attention: David Starrett
(951) 514-9133

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

D. CONFIDENTIALITY

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

E. CHILD ABUSE REPORTING

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

F. EMPLOYMENT PRACTICES

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

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

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

G. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

H. INSURANCE

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

1. Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.
2. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, personal and advertising injury which may arise from or out of the Contractor's operations, or the performance of its obligations hereunder. Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured. Policy limits shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
3. Vehicle Liability Insurance – If the Contractor's vehicles or licensed mobile equipment are used or "may be used" on the County property, or used or "may be used" in any manner on behalf of the County, then the contractor shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit. Policy shall name State of California, Department of Community Services and Development (CSD) and CAP RIVERSIDE, the County of Riverside, Special Districts, and their respective directors, officers, Board of Supervisors, employees, agents, elected officials or representatives as Additional insured.
4. General Insurance Provisions
 - a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - b. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Contractor's

carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

- c. The Contractor shall cause its insurance carrier(s) to furnish CAP RIVERSIDE with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to CAP RIVERSIDE prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless CAP RIVERSIDE receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect.
- d. It is understood and agreed to by the parties hereto and the insurance companies that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the County's insurance and/or deductibles and/or self-insured retentions, or self-insured programs shall not be construed as contributory.
- e. CAP RIVERSIDE or the County Risk Manager reserves the right to adjust the monetary limits or types of insurance coverages during the term of this Agreement or any extensions thereof, if in the County Risk Manager or CAP RIVERSIDE's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

I. BONDING

Prior to any disbursements, the Contractor agrees that its insurer shall forward to CAP RIVERSIDE an assurance that all persons working on behalf of the Contractor are covered by a fidelity bond of four percent (4%) of the maximum agreement. Provision shall be made such that insurer shall notify CAP RIVERSIDE in the event that the bond is canceled or reduced. In either event, CAP RIVERSIDE shall make no further disbursements until it is assured adequate coverage has been obtained. If the Contractor fails to obtain or assure County of adequate coverage, this Agreement shall be deemed in default and may be forthwith terminated by CAP RIVERSIDE.

J. LICENSES AND PERMITS

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

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other

appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

K. INDEPENDENT CONTRACTOR

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

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

L. SUBCONTRACT FOR SERVICES

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

M. USE BY POLITICAL ENTITIES

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

N. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of CAP RIVERSIDE. Any attempt to assign or delegate any interest herein without said consent shall be deemed void and of no force or effect.

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

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

P. INSPECTION OF SERVICE

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

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

1. Require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and
2. Reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service is in conformity with specifications and requirements of the contract, CAP RIVERSIDE shall have the right to either:
 - a. Have the services performed in conformity with the contract specifications and charge to the contractor any cost occasioned to CAP RIVERSIDE that is directly related to the performance of such services. If CAP RIVERSIDE chooses alternative (A), CAP RIVERSIDE may withhold such costs from any amounts still owed to the Contractor under this or any other contractual agreements with CAP RIVERSIDE; or
 - b. Terminate this contract for default as provided in the Termination Clause.

Q. CLEAN AIR/WATER ACTS

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

R. DISPUTES

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

S. DEBARMENT AND SUSPENSION

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

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

T. CERTIFICATION REGARDING DRUG FREE WORKPLACE

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

U. CERTIFICATION REGARDING LOBBYING

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

V. SANCTIONS

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

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

W. TERMINATION

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

GOVERNING LAW

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

X. MODIFICATION OF TERMS

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this paragraph shall be assessed within 30 days of when the Contractor received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the Contractor at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Y. ENTIRE AGREEMENT

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

CONTRACTOR PAYMENT REQUEST
CAP FORM # 2076A

Exhibit A

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

FROM:

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

Customer Name _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below

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

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

Unit of Service Payment

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

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

Any questions regarding this request should be directed to:

_____ Name _____ Phone # _____

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

Authorized Signature _____

Title _____

Date _____

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

Business Unit (5) _____

Purchase Order # and line # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

*Comments
if amount
authorized
is different
from amount
requested*

Fund (5) _____

Dept ID (10) _____

Program (5) _____

Programs _____ Date _____

Class (10) _____

Fiscal (Staff) _____ Date _____

Project/Grant (15) _____

Contracts _____ Date _____

Vendor Code (10) _____

Fiscal (Accountant) _____ Date _____

RETURN TO CAP RIVERSIDE, FISCAL DIVISION

Community Action Partnership of Riverside County
Instructions for Form 2076A and Form 2076B

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A (page 1)**, **Form 2076B (page 2 - if applicable)** invoices, payroll verification, and copies of cancelled checks attached (*required*). If cover letter is included (*not required*) attach to front of Claims Packet **Mail Claims Packet to address shown on upper left corner of Form 2076A [see method, time, and schedule/condition of payments]. (Please type or print information on all Forms.)**

FORM 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"

Business name, if different than legal name (*if not leave blank*).

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (**required**).

FORM 2076B

CONTRACTOR EXPENDITURE REPORT

When completed, this form is attached to the front of your invoices, and behind Form 2076A (*only if contract contains a line item budget, or you are to report match, or client fees collected*).

"Contractor Name"

Business name, if different than legal name (*if not leave blank*).

"Actual Expenditures For"

The billing period you are requesting payment for.

"Contract Number"

Can be found on the first page of your contract.

"Approved Budget Amount"

Current itemized budget amount as approved (*or amended*) in accordance with the **Fiscal Provisions** of your executed agreement.

"Current Expenditures"

Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"

Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"

Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank (*The same documentation is required for match as for actual reimbursable costs*).

"Client Fees Collected"

If your contract allows you to collect client fees fill in the total amount collected (*if not specifically addressed in your contract you may not collect additional fees from the client*).

EVERYTHING BELOW THE THICK SOLID LINE IS FOR CAP RIVERSIDE USE ONLY AND SHOULD BE LEFT BLANK.

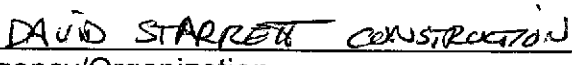
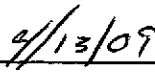
**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND RELATED MATTERS**

PROGRAM: **David Starrett Construction**

TERM: **April 15, 2009 – March 31, 2010**

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

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

 _____ Signature	 _____ Title
 _____ Agency/Organization	 _____ Date

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

CERTIFICATION

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

CONTRACTOR/BIDDER FIRM NAME DAVID STARRETT CONSTRUCTION		FEDERAL ID NUMBER 26-4284157
BY (Authorized Signature) 		DATE EXECUTED 9/13/09
PRINTED NAME AND TITLE OF PERSON SIGNING DAVID STARRETT OWNER		TELEPHONE NUMBER (Include Area Code) (951) 514 9133
TITLE OWNER		
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 27636 YNEZ ROAD L-7 #177 TEMECULA, CA 92591		

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until **4/13/09** (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

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

FAMILY SUPPORT ADMINISTRATION

Program: David Starrett Construction

Period: April 1, 2009 through March 31, 2010

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

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

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

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

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

	OWNER
Signature	Title
DAVID STARRETT CONSTRUCTION	4/13/09
Agency/Organizations	Date

**2008 LIHEAP WEATHERIZATION
SCOPE OF WORK**

Term: April 1, 2009 through June 30, 2009

«Company»

«Address1»

«City», «State» «PostalCode»

Weatherization Services	\$ To be determined
ECIP HCS – Heating	\$ To be determined
ECIP HCS – Cooling	\$ To be determined
	\$ To be determined

Contractor must expend the full contract amount by June 30, 2009.

SCOPE OF WORK

1. REIMBURSEMENT GUIDELINES – WEATHERIZATION AND EHCS SPECIFIC

- A. Contractor may claim reimbursement for weatherization related activities under the terms of this Agreement as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) for each eligible household.
- B. Contractor shall ensure that duplicate billings for the same product or service do not occur.

2. MAXIMUM REIMBURSEMENTS

Maximum average reimbursement per dwelling unit weatherized is \$2,966. This limitation includes application of all authorized weatherization and energy conservation measures and home repairs.

3. MEASURE REIMBURSEMENT

Reimbursement for Weatherization or EHCS activities shall be claimed only once when LIHEAP and DOE WAP, or any other funding source, are used concurrently in the same unit.

4. MEASURE MAXIMUMS

- A. Weatherization or HCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or to minor envelope repair.
- B. No other CSD program can be used to offset those costs that exceed the maximum for any measure charged under another CSD program.

- C. Contractor shall not divide the application of individual measures between this weatherization program and other weatherization programs.

5. FIXED FEE MEASURES

For dwellings where DOE and LIHEAP Weatherization services are provided concurrently, Contractor shall not divide the reimbursement of a LIHEAP Weatherization fixed-fee reimbursable measure with DOE or any other CSD Program.

6. ASSESSMENT AND DIAGNOSTICS

- A. CAP RIVERSIDE shall provide Contractor all leads and assessments for weatherization services.
- B. CAP RIVERSIDE may authorize Contractor to assess the dwelling of each eligible applicant on a case by case basis. Contractor may claim reimbursement for dwelling assessment for each eligible household.
- C. Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.
- D. Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.
- E. Following the dwelling assessment and diagnostic testing, all feasible Health and Safety Measures, Insulation Measures, and Mandatory Measures must be installed before Optional Measures are provided.
- F. Contractor shall complete installation of required measures on dwellings assessed and referred by CAP RIVERSIDE on a first-in first-out basis. CAP RIVERSIDE may withhold additional referrals until such time that the work is completed or CAP RIVERSIDE deems the referral non-feasible.
- G. Reimbursement for diagnostic testing for work performed under ECIP HCS shall be included in the appliance repair or replacement line item for which the testing was performed.

7. HEATING AND COOLING SERVICES (HCS/EHCS)

- A. If during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to more than established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.
- B. Dwellings in which a single-appliance has been both repaired and replaced within the same Weatherization and/or ECIP HCS component; or under a re-weatherization call-back; may claim reimbursement for both the repair and the replacement of the

appliance. Contractor shall report the single-appliance as both a repaired and replaced appliance.

- C. For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor may claim reimbursement for the actual number of water heater blankets used to wrap the common water heater. Contractor shall prorate the cost among all dwelling units within that building envelope
- D. Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

8. OTHER PROGRAM REIMBURSEMENTS

A. Permit and Disposal Fees

Permit and disposal fees are acceptable expenses and may be charged only once to ECIP HCS, or LIHEAP Weatherization, or Department of Energy (DOE) Weatherization, per appliance, or weatherization measure, per weatherized dwelling. Permit fees will be reimbursed based on the actual cost of the fee.

9. DWELLING STATUS

A. Completed Units

- i. Contractor shall not report a weatherized dwelling as completed, nor shall Contractor request reimbursement for a weatherized dwelling until all eligible weatherization measures identified during the dwelling assessment have been installed and completed. Contractor shall observe the whole House Concept- (all feasible measures must be installed in a home. If a feasible measure is found missing from the assessment contractor is to notify CAP Riverside and seek authorization to install the missed measure). Contractor shall not bill for incomplete units, or prematurely close a unit with outstanding measures in order to receive reimbursement for work completed.
- ii. Contractor shall not report a dwelling as weatherized nor request reimbursement prior to the quality assurance certification confirming quality and completeness of work performed upon weatherized and HCS dwellings.

iii. ECIP EHCS

Dwelling units receiving services under ECIP HCS may be reported as completed, and billed immediately upon the completion of ECIP HCS and regardless to the completion of other weatherization measures installed within the same dwelling

10. UNWEATHERIZED DWELLINGS

- A. Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude installation measures.
- B. Contractor may claim reimbursement for weatherization activities ad documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent for each eligible household not previously weatherized.
- C. In the case of an unweatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed. Reimbursement for travel is not allowable.

11. LEVERAGED UNITS

Contractor may perform services and install energy conservation measures as per this agreement and as per other energy programs concurrently in the same dwelling as feasible and in the best interest of the client; however:

- i. Contractor may not claim reimbursement for the same services performed and energy conservation measures(s) installed from more than one funding source.
- ii. Contractor may not split Fixed-Fee measures under LIHEAP with any other funding source.
- iii. Contractor may not split LIHEAP or ECIP HCS labor fees associated with a single measure with any other funding source.

12. WEATHERIZATION ACTIVITY GUIDELINES

Dwelling Eligibility

A. Permission to Provide Services

Contractor shall obtain written permission of the owner-occupied dwelling, and/or of the owner of a rental unit, or his/her agent, prior to performing any weatherization services. At a minimum, the written documentation and or notification shall include the following:

- General permission to do assessment and weatherization work
- Notification of specific work to be done before the work is done
- Notification of significant structural and engineering changes; and
- Confirmation of work completed.

If during the course of performing weatherization/HCS services in a dwelling Contractor identifies that significant structural and/or engineering changes may occur

Contractor shall re-obtain written permission of the owner-occupied dwelling, and/or from the owner of a rental unit, prior to continuing with the scheduled work.

B. Occupied Multiple Unit Dwellings

- i. Funds under this Agreement may be used to weatherize an entire building containing multiple dwelling units only if the dwelling units occupied by eligible applicants represent at least sixty-six percent (66%) of the total units within the building. In order to weatherize a building that contains two or four units, at least fifty percent (50%) of the dwelling units must be eligible. Otherwise, only units occupied by eligible households shall be serviced.
- ii. The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$2,966 maximum per unit.

13. PREVIOUSLY WEATHERIZED DWELLINGS (ALSO KNOWN AS REWEATHERIZED DWELLINGS)

- A. Measures installed outside those weatherization measures disclosed during the dwelling's initial weatherization assessment constitute a reweatherized dwelling.
- B. If a dwelling was previously weatherized under a CSD or other federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Agreement. The dwelling and occupant eligibility must be recertified.
- C. Once a dwelling has been submitted to CAP Riverside for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization
- D. If the previous weatherization was performed under a nonfederal program, the dwelling and occupant eligibility must be recertified.

14. INELIGIBLE DWELLINGS

- A. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.
- B. No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Agreement.

15. MINIMUM REQUIREMENTS FOR WEATHERIZATION SERVICES

- A. Single-family detached and other single-story dwellings, that have not been previously weatherized under a CSD program or other program may be weatherized under this Agreement only if:
 - i. Ceiling Insulation plus two additional Mandatory Measures are installed, or
 - ii. In the event Ceiling Insulation is not feasible, at least four Mandatory Measures are installed.
- B. Multi-unit dwellings, may qualify for weatherization services with the installation of ceiling insulation and any two other mandatory measures or, in the event ceiling insulation is not feasible, at least three mandatory measures.
 - i. Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.
 - ii. Installation of a common water heater shall qualify as a mandatory measure for each unit served by the same water heater
 - iii. Insulation of a common water heater shall qualify as a mandatory measure for each unit served by the same water heater.
- C. The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD Installation standards.
- D. Repair of large leaks identified by blower door testing may reduce shell leakage so close to the Minimum Ventilation Requirement (MVR) that caulking and-or weatherstripping are not feasible, thus reducing the number of feasible Mandatory Measures to fewer than needed to qualify the dwelling for weatherization. In this case, Contractor may substitute noninfiltration reduction Optional Measures as needed for the nonfeasible caulking and or weatherstripping measures.

16. DWELLING ASSESSMENTS

- A. Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.
- B. If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the lead should be returned to CAP RIVERSIDE.
- C. Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral Form.
- D. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

- E. If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.
- F. The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.
- G. If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps in accordance with CSD Low-Income Weatherization Assistance Program Policies and Procedures must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration reduction measures.
- H. Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization blower door test on all mobile homes, manufactured homes, and all site-built dwellings with operable forced air units.
- I. Following a determination that no combustion by-product hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using preweatherization blower door test.
- J. Duct Blaster diagnostic testing shall be required on all weatherized dwellings and ECIP HCS units with forced-air systems.

17. HEALTH AND SAFETY MEASURES

- A. Contractor is authorized to mitigate health and safety hazards generated by combustion appliances, preserve or improve indoor air quality, and address knob-and-tube wiring. In addition to all provisions in this Agreement regarding Health and Safety Measures, Contractor must adhere to the attached 2008 Health and Safety Appliance Replacement Policy (Exhibit A) to seek reimbursement for replacing specified appliances.
- B. Health or Safety Hazard Repair or Replacement, Carbon Monoxide/Alarm, and Priority Insulation measures must be installed in priority order. Other mandatory measures must be installed before optional measures, and no measure shall be excluded, unless the:
 - i. Blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;
 - ii. Dwelling already has that measure in place
 - iii. Measure cannot be properly installed;
 - iv. Client refuses installation (client refusal is to be documented and placed in file);
 - v. Maximum dollar limit is reached; or

- vi. Measure is not needed or required.
- C. After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Priority Mandatory Measures including Infiltration Reduction, General Heat Waste, and electric Base Load Measures need not be installed in priority order.
- D. If a health or safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures, for a unit to be weatherized the dwelling may qualify for weatherization under the following conditions:
 - i The combustion appliance is repaired or replaced: and
 - ii All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.
- E. If the dollar limit has not been reached in installing feasible mandatory measures, Contractor must install optional.

18. HEALTH AND SAFETY GUIDELINES

- A. The following health and safety guidelines are applicable to heating and cooling appliances services delivered through the LIHEAP weatherization component and are restricted to occupied SFD and/or MUD units:
 - i. A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source.
 - ii. A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners. Central and window/wall air conditioners, and evaporative coolers.
- B. Any and all health and safety heating/cooling services shall be performed in accordance with the following guidelines:
 - i. All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and well being of individuals or the household.

- ii. All such appliance replacements are further subject to the 2008 Health and Safety Appliance Replacement Policy (Exhibit A).
- C. Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
- D. Contractors shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 30 percent (30%) of the cost of installing a new replacement unit.
- E. If during the course of repairing the defective unit, additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.
- F. When replacement of defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

19. ECIP EMERGENCY HEATING AND COOLING SERVICES (EHCS)

A. Dwelling Assessments

- i. CAP RIVERSIDE shall provide Contractor all leads and assessments for weatherization services.
- ii. Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.
- iii. Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.
- iv. Subcontractors who possess a valid C-20 specialty license may use alternative diagnostic testing methods to assess operational performance that meets or exceeds industry standards for testing heating and cooling appliances they have been contracted to repair or replace.

20. PROGRAM STANDARDS AND REGULATORY REQUIREMENTS

A. Program Standards

- i. Contractor shall adhere to all CSD program standards pursuant to the following documents and manuals which have been incorporated by reference and made part of this Agreement as if attached hereto:

- CSD Low-Income Weatherization Assistance Program Policies and Procedures;
 - CSD Conventional Home Weatherization Installation Standards (WIS);
 - CSD Mobile Home Weatherization Installation Standards (WIS);
 - CSD 2005 PY Interim Policies and Standards;
 - CSD Lead-Safe Weatherization Policies;
 - CSD Health and Safety Plan for Weatherization Programs;
 - CSD LIHEAP/DOE Program 2008 Health and Safety Appliance Replacement Policy, Exhibit A.
 - CSD Carbon Monoxide (CO) Analyzer and Manometer Calibration Policy, and
 - ECIP Policies and Procedures, Exhibit B.
- ii. In the event of disagreement between policies and field protocols contained within the Weatherization Installation Standard Manual and/or the Weatherization Policies and Procedures manual and this Agreement, Contractor shall abide by the terms of this Agreement.

B. Regulations

- i. Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement is not included in the manual or and/or is more stringent.
- ii. All applicable dwellings shall be in compliance with California Energy Commission 2005 Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.
- iii. Services provided to all applicable pre-1979 dwellings shall be in compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24CFR 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures.
- iv. All materials procured for weatherization and HCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State Local, and Tribal government or 45 CFR Part

74, Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations and Commercial Organizations.

C. Title 24

- i. Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks and cannot be repaired.
- ii. Title 24 requirements are applicable only to energy conservation measures installed to dwellings located within Contractor's specific California Energy Commission (CEC) climate Zone. See CEC Climate Zone (attached).
- iii. Contractor shall obtain the services of a qualified HERS Rater to perform the required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Agreement.
- iv. Contractor shall obtain the services of a certified HERS Rater to perform the required field verification and diagnostic testing. The HERS Rater shall be an independent entity from the builder or Sub-Contractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

D. Pre-1979 Dwellings

- i. Lead-based paint is presumed to be present in all pre-1979 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.
- ii. HUD units not previously certified to be lead free, built prior to 1979, and receiving weatherization services in which painted surfaces exceeding di minimis levels are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. The clearance inspection must be performed by a third-party California Certified Inspector/Risk Assessor who deems the weatherized HUD unit as lead safe after the completion of weatherization services.

21. QUALITY ASSURANCE

A. Certification

Contractor shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Agreement. Such assurance will be

documented and noted on the Weatherization Building Check and Job Order Sheet (CSD 540), or Contractor's equivalent, signed and dated by certifying agency representative.

B. Post-Weatherization Inspections

- i. Post-Inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with weatherization guidelines.
- ii. CAP Riverside reserves the right to perform an inspection of all dwellings. Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CAP Riverside within five (5) working days of written notification.
- iii. Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation. The immediate hazard shall be eliminated within twenty-four (24) hours, and remaining hazardous conditions shall be completely resolved within seventy-two (72) hours of written notification. In the event Contractor does not correct work deficiencies or hazards as specified above, CAP Riverside reserves the right to withhold all payments due Contractor until work or hazards are resolved to the satisfaction of CAP Riverside. If the Contractor is unable to comply due to circumstances beyond their control, they must notify CAP Riverside in writing of their Reasons.

C. Noncompliance

- i. Contractors shall be subject to the withholding of reimbursement for failure to completely resolve a Hazardous condition within the specified timeline or within the modified completion date for units receiving a time period extension.
- ii. If it is determined that the Contractor has incorrectly billed CAP RIVERSIDE because a measure was not installed or the quantity installed is less than the quantity billed, the Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the noninstalled measure or quantity will be withheld from subsequent reimbursements.

22. LEVERAGING ACTIVITIES

- A. Contractor is strongly encouraged to provide weatherization services to ECIP HCS-serviced dwellings using LIHEAP, DOE, and/or utility-funded weatherization services.

- B. Leveraging weatherization funds may be used to install mandatory and/or optional measures in a dwelling in any order practical to the application of weatherization measures. Client files shall be documented accordingly.
- C. Contractor shall ensure that any leveraged-funded activity performed in conjunction with the LIHEAP Weatherization and/or the ECIP EHCS program is in conformance with Weatherization guidelines. Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds.

23. RECORD KEEPING RESPONSIBILITIES

A. Client Files – Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or HCS services, if applicable. Said files shall include:

- Copies of the Energy Intake Form CSD 43, or 44 and all the source documents.
- Energy Dwelling Unit Assessment.
- Weatherization Building Assessment and Job Order Sheet.
- Combustion Appliance Safety Inspector Form (CASIF) if applicable.
- Blower Door and Duct Blaster Data Sheet, if applicable.
- CSD Hazardous Correction Work Plan (HCWP).
- Any waiver to exceed maximums of weatherization measures.
- Source document substantiating labor/materials installed.
- Source documentation substantiating the criteria for replacement of all gas and electric appliances and the non-feasibility of all measures not performed/installed.
- Required building permits, or building permit applications or documentation of permit cost.
- Documentation of manufacturer, make and model of all replaced refrigerators.
- Source documentation and records trends substantiate mileage claimed by individual dwelling.

24. WEATHERIZATION AND HCS SPECIFIC

A Equipment

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

EXHIBIT B
(Standard Agreement)

Attachment

2008 LIHEAP
PAYMENT SCHEDULE

Prices are inclusive of all costs including, but not limited to materials, travel expense, labor, etc.

1. **REIMBURSEMENT RATES FOR WEATHERIZATION AND HCS ACTIVITIES**

A.	Assessments/Diagnostics per Dwelling
-----------	---

Following the dwelling assessment and diagnostic testing, all feasible Health and Safety Measures, Insulation Measures, and Mandatory Measures must be installed before Optional Measures are provided.

- | | | |
|----|---|--------------------------|
| 1) | Unit Assessments | |
| | Units with attics (CAP approval required) | \$65.00 ¹ |
| | Units without attics | \$40.00 ¹ |
| 2) | Combustion Appliance Safety Test (when applicable) | |
| | Pre-Test | \$70.00 |
| | Post-Test | \$40.00 |
| 3) | Blower Door Test (when applicable) | \$50.00 ² |
| 4) | Duct Leakage Test (with Duct Blaster when applicable) | |
| | Pre-Test | \$40.00 ^{3, 10} |
| | Post-Test | \$35.00 ^{3, 10} |

B.	Health and Safety Measures per Dwelling
-----------	--

Health or Safety Hazard Repair or Replacement, per dwelling: (Indicate on the Weatherization Building Assessment and Job Order Sheet, CSD 540, or Contractor's equivalent, what health or safety conditions are to be addressed.) Includes the repair of unsafe conditions identified as "Required Repairs" in the CSD Weatherization Installation Standards (WIS) and Combustion Appliance Safety Inspection Form (CASIF).

- | | | |
|----|--|------------------------------|
| 1) | Carbon Monoxide Alarm | |
| | Line-cord or Hard-wired, one or more | Maximum \$63.00 ⁵ |
| | Lithium Battery, one or more | Maximum \$60.00 ⁵ |
| | (Must be installed if there are operating carbon monoxide-producing appliances.) | |

EXHIBIT B
(Standard Agreement)

- | | | |
|----|--|---|
| 2) | Cooking Appliance
Gas Cooking Appliance,
Repair/Maintenance Maximum \$288.00
or 50% of Replacement | Cost of materials
+ \$47.00 hr. labor
for I person max ^{6, 7, 8} |
| | Replacement, Range or Cook Top | Maximum \$695.00 ^{6, 7, 8} |
| | Electric Cooking Appliance
Repair/Maintenance Maximum \$288.00
or 50% of Replacement ^{6, 7, 8} | Cost of materials
+ \$47.00 hr. labor
for I person max ^{6, 7, 8} |
| | Replacement, Range or Cook Top | Maximum \$695.00 ^{6, 7, 8} |
| 3) | Gas Water Heater
Repair Maximum \$335.00
or 50% of Replacement | Cost of materials
+ \$47.00 hr. labor
for I person max ^{6, 7, 8} |
| | Replacement, Closed Combustion
Replacement, Open Combustion | Maximum \$770.00 ^{6, 7, 8}
Maximum \$770.00 ^{6, 7, 8} |
| 4) | Heating Source Repair
Exterior Wall Direct Vent Furnace
Forced Air Unit (FAU), Split System
Floor Furnace
Interior Wall Furnace
Mobile Home Furnace
Other Types Not Listed
Package Unit (Dual Pack)
Wood Fueled Appliance | Maximum \$360.00 ^{6, 7, 8, 9, 10}
Maximum \$831.00 ^{6, 7, 8, 9, 10}
Maximum \$432.00 ^{6, 7, 8, 9, 10}
Maximum \$396.00 ^{6, 7, 8, 9, 10}
Maximum \$504.00 ^{6, 7, 8, 9, 10}
Max. \$396.00 ^{6, 7, 8, 9, 10, 11, 12}
Maximum \$972.00 ^{6, 7, 8, 9, 10}
Maximum \$756.00 ^{6, 7, 8, 9, 10} , or 30% of
Replacement for all heater types |
| 5) | Heating Source Replacement
Exterior Wall Direct Vent Furnace
Forced Air Unit (FAU), Split System
Floor Furnace
Interior Wall Furnace
Mobile Home Furnace
Other Types Not Listed
Package Unit (Dual Pack)
Wood-Fueled Appliance | Maximum \$1,200.00 ^{6, 7, 8, 10}
Maximum \$2,760.00 ^{6, 7, 8, 10}
Maximum \$1,440.00 ^{6, 7, 8, 10}
Maximum \$1,680.00 ^{6, 7, 8, 10}
Maximum \$1,680.00 ^{6, 7, 8, 10}
Maximum \$1,320.00 ^{6, 7, 8, 10, 11, 12}
Maximum \$4,000.00 ^{6, 7, 8, 10}
Maximum \$2,520.00 ^{6, 7, 8, 10, 14} |

EXHIBIT B
(Standard Agreement)

C.	Mandatory Measures
-----------	---------------------------

If feasible, Insulation Measures must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Priority Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order. All feasible Mandatory Measures must be installed before Optional Measures.

PRIORITY - INSULATION MEASURES

- | | | |
|---|---|---------------------------|
| 1) | Attic Venting, per dwelling Maximum | \$355.00 ^{5, 15} |
| | Combustion Air Venting | \$30.00 per screen |
| | Combustion Air Venting thru Roof | |
| | 1 vents (upper or lower) | \$120.00 each |
| | 2 vents (upper and lower) | \$150.00 each |
| | Eave Vent | \$19.00 each |
| | Dormer Vent | \$75.00 each |
| | Turbine Vent | \$75.00 each |
| | Vent Screen | \$5.00 each |
| | | |
| Ceiling Insulation (DOE-priority zones 4 & 5) | | |
| 2) | Ceiling Insulation | |
| | Ceiling ⁵ (R-11, R-19, R-30 R- 38) | No Maximum limit |
| | Kneewall ⁵ (CAP approval required) | No Maximum limit |
| | | Cost of materials |
| | | + \$47.00 hr. labor |
| | | |
| | Kneewall (DOE-priority zones 1,2,3 only) | |
| | | |
| 3) | Duct Insulation, per square foot | \$.95 ⁵ |

NONPRIORITY - INFILTRATION REDUCTION MEASURES
--

- | | | |
|----|--|---------------------------------------|
| 1) | Caulking, per dwelling | |
| | Mobile Home | \$90.00 ¹⁶ |
| | Multi Unit | \$45.00 ¹⁶ |
| | Single Family | \$75.00 ¹⁶ |
| | | |
| 2) | Cover Plate Gaskets, per dwelling | \$22.00 ¹⁶ |
| | | |
| 3) | Duct /Register Repair/Replacement, Maximum | \$1,223.00 per dwelling ¹⁰ |
| | | Cost of materials |
| | | for 1 person max |
| | | \$30.00 each joint |

EXHIBIT B
(Standard Agreement)

4)	Glass Replacement, per dwelling	Maximum \$350.00 ¹⁷ \$7.00 sq. ft.
5)	Minor Envelope Repair,	Maximum \$887.00 ^{13, 16, 17, 18} per dwelling
6)	Sliding Glass Door, per dwelling Repair	Maximum \$400.00 Cost of materials + \$47.00 hr. labor for 1 person max ¹⁷
	Replacement	Maximum Average \$900.00
7)	Weatherstripping, Hinged Exterior Door, per door	\$27.00 ¹⁶
8)	Weatherstripping, Other, per linear foot	\$1.50 ^{16, 19}
9)	Window Replacement Maximum Average	\$825.00 ¹⁷ Cost of materials + \$47.00 hr. labor for 1 person max ¹⁷
	Minor Envelope Repair, per dwelling	<u>Maximum \$887.00</u> ^{13, 16, 17, 18, 19}
	Roof Mastic	\$33.00 Dwelling
	Wall Repair (tape joint compound, plaster)	\$33.00 Dwelling
	Wall Repair (stucco patch, plywood)	\$33.00 Wall
	Shower Adapter	\$17.00 each
	Shower Diverter Valve	\$50.00 each
	Shower Handle	\$15.00 each
	Door Threshold	31.00 each
	Hinged Lid for Disappearing Stair Cover	\$75.00 each
	New Attic Access (includes weather-stripping and insulation)	\$92.00 Dwelling
	Attic Access Door (includes weather-stripping and insulation)	\$40.00 Dwelling
	Floor repair for Mobile Home Water Heater	Cost of materials + \$47.00 hr. labor for 1 person maximum.
	Door Shoe	\$20.00 per door

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Backer Rod	\$.35 Ln.Ft.
Glazing Compound	\$1.75 Ln. Ft.
Seal Under Sink	\$15.00 Dwelling
Exhaust Fan	
Repair	Cost of materials + \$47.00 hr. labor rate for 1 person max.
Replacement	Cost of materials + \$47.00 hr. labor rate for 1 person max.
Solid Core Door (Includes 24", 28", 30", 32", 36", 1-3/8 or 1-3/4. (Includes door sealant, new hinges, new door entry handle/lockset.)	\$200.00 Door
Solid Core Half Lite Door (Includes 24", 28", 30", 32", 34", 36", 1-3/8 or 1-3/4). (Includes door sealant, new hinges, new door entry handle/lockset.)	\$250.00 Door
Door Entry Handle/Lockset/Deadbolt	\$47.00 Door
5" Back set latch bolt	\$49.00 Door
Hinges 3-1/2" or 4" loose pin	\$36.00 Door
Hinges 3-1/2" or 4" locking pin	\$38.00 Door
Double Door Slide Bolt	\$43.00 Door
Door or window casing	\$3.20 Ln. Ft.
Door jamb stock	Replace all \$85, otherwise \$5.00 Ln. Ft.
Door jamb stock, rabbetted jamb	Replace all \$90, otherwise \$5.00 Ln. Ft.
Door Stop	\$3.20 Ln. Ft.
Striker Plate, regular	\$17.00 Door
Striker plate, safety or mag type	\$25.00 Door
Lockset Brace	\$43.00 Door
Cabinet retrofits (built-in microwaves replaced only)	Cost of materials + \$47.00 hr. labor for 1 person max.
Knob and tube wiring	Cost of materials +\$47.00 hr. labor for 1 person max.

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(Standard Agreement)

Minor roof repairs	Cost of materials +\$47.00 hr. labor for 1 person max.
Mobile Home Skirting	Cost of materials +\$47.00 hr. labor for 1 person max.

D.	General Heat Waste Measures
-----------	------------------------------------

- | | | |
|----|---|---|
| 1) | Evaporative Cooler/Air Conditioner
Vent Cover, per cover | \$45.00 ¹⁶ |
| 2) | Hot Water Flow Restrictor, per device | |
| | Faucet Restrictor | \$5.00 ⁵ |
| | Hand-Held Low-Flow Showerhead | \$33.00 ⁵ |
| | Low-Flow Showerhead | \$18.00 ⁵ |
| 3) | Water Heater Blanket, per blanket | \$25.00 ⁵ |
| 4) | Water Heater Pipe Wrap, | \$2.00 ⁵ per linear foot of pipe |

E.	Electric Base Load Measures
-----------	------------------------------------

- | | | |
|----|--|---|
| 1) | Compact Fluorescent Lamps | |
| | Hard-Wired, limit one per dwelling | Maximum \$75.00 ^{5, 27} |
| | Thread-based Compact, | Maximum \$8.00 per bulb ^{5, 27} |
| | Limit ten per dwelling | Maximum of \$80.00 per dwelling |
| 2) | Electric Water Heater, per dwelling (DOE- Audit Required) | |
| | Repair | Maximum \$300.00 ^{5, 8, 10}
or 50% of Replacement
Cost of materials
+\$47.00 hr. labor
for 1 person max. |
| | Replacement | Maximum \$600.00 ^{5, 8, 10} |
| 3) | Fluorescent Torchiere Lamp | Maximum \$100.00 ^{5, 27} |
| | Replacement, \$50.00 Each,
Limit two per dwelling | |
| 4) | Refrigerator Replacement (DOE, only if refrigerator manufactured after 1992) | |

EXHIBIT B
(Standard Agreement)

19 cubic foot	Maximum \$800.00 ^{5, 20, 28}
Over 19 cubic foot	Maximum \$960.00 ^{5, 20, 28}

F. Optional Measures	
1) Ceiling Fans, per dwelling Max 2 (at \$70.00 each) per dwelling	Maximum \$140.00 ⁵
2) Air Conditioning (Electric Base Load) Repair/Maintenance per dwelling (Includes filter replacement, cleaning and heat exchanger cleaning).	
Forced Air Unit (FAU), Split System	Max. \$1,320.00 ^{5, 6, 7, 8, 9, 10, 13, 20, 21} Cost of materials +\$47.00 hr. labor for 1 person max.
Wall/Window Unit- 50% of Replacement for all cooling types	^{5, 6, 8, 9, 10, 13, 20, 21} Cost of materials +\$47.00 hr. labor for 1 person max.
3) Air Conditioning, Replacement, per dwelling	
Central Unit	Maximum \$2,420.00 ^{5, 6, 7, 8, 10, 22}
Multi-Story 110V Wall Unit	Maximum \$1,020.00 ^{5, 6, 8, 10, 22}
Multi-Story 110V Window Unit	Maximum \$836.00 ^{5, 6, 8, 10, 22}
Single-Story 110V Wall Unit	Maximum \$715.00 ^{5, 6, 8, 10, 22}
Single-Story 110V Window Unit	Maximum \$550.00 ^{5, 6, 8, 10, 22}
220V Wall Unit	Maximum \$1,196.00 ^{5, 6, 8, 10, 22}
220V Window Unit	Maximum \$969.00 ^{5, 6, 8, 10, 22}
4) Cooling Source Repair, Other Types Not Listed Maximum \$250.00	Cost of materials ^{5, 6, 9, 10, 11} +\$47.00 hr. labor or 50% of Replacement for 1 person max. for all cooling types.
5) Cooling Source Replacement, Other Types Not Listed	Maximum \$400.00 ^{5, 6, 10, 11}
6) Electric Water Heater Timer, per timer	\$76.00 ⁵
7) Evaporative Cooler Installation, per dwelling	

EXHIBIT B
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	New Roof Unit	Maximum \$975 ^{5, 6, 7, 8, 10, 22}
	New Wall Unit	Maximum \$850.00 ^{5, 6, 7, 8, 10, 22}
	New Window Unit	Maximum \$860.00 ^{5, 6, 7, 8, 10, 22}
	Replace Roof Unit	Maximum \$935.00 ^{5, 6, 7, 8, 10, 22}
	Replace Wall Unit	Maximum \$720.00 ^{5, 6, 7, 8, 10, 22}
	Replace Window Unit	Maximum \$720.00 ^{5, 6, 7, 8, 10, 22}
8)	Evaporative Cooler (DOE priority zone 5 Audit required for other zones.) or 50% of Repair/Maintenance Replacement for all cooler types	Maximum \$488.00 ^{5, 6, 7, 9, 10}
9)	Microwave Oven, per dwelling (DOE – Not allowed)	
	Oven Installation	\$120.00 ^{5, 23, 26}
	Grounding Only (CAP approval required)	\$120.00
10)	Floor Foundation Venting (Crawl Space Venting) (DOE Climate Zones 1,2,3,5 only)	Cost of materials ^{5, 15} Maximum \$360.00+\$47.00 hr. labor for 1 person max.
11)	Floor Insulation No Maximum limit	Cost of materials ^{5, 24} +\$47.00 hr. labor for 1 person max.
12)	Shadescreens, Maximum \$500.00	Cost of materials ⁵ +\$47.00 hr. labor for 1 person max.
13)	Shutters, per square foot	\$4.00 ⁵
14)	Storm Windows, per square foot	
	Fixed, Glass Glazing	\$12.40 ¹⁶
	Fixed, Polycarbonate	\$18.40 ¹⁶
	Operable, Glass Glazing	\$13.90 ¹⁶
	Operable, Polycarbonate	\$21.40 ¹⁶
	Other	Maximum \$750.00 ²⁹
15)	Thermostat, per dwelling	
	Manual	\$65.00 ^{5, 25, 27}
	Programmable	\$157.00 ^{5, 25, 27}

EXHIBIT B
(Standard Agreement)

- | | | |
|-----|-----------------------------------|---|
| 16) | Tinted Window Film, | \$3.00 ⁵ per square foot |
| 17) | Wall Insulation, Stucco and Wood, | \$1.00 ⁵ per square foot |
| 18) | Exterior Water Pipe Wrap, | \$3.50 ⁵ per linear foot of pipe |

Permits – Furnace Replacement and Water Heater Replacement only (must provide copy of permit)	Actual Cost
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Mileage

Single Family Dwelling (SFD) Unit – Defined as one-unit, single-family dwelling or as a one-unit, single residential housing dwelling with two to four attached units.

Contractor may claim mileage for each SFD completed unit in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of \$0.50 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip, per completed SFD Unit. Mileage can only be claimed upon the completion of the SFD Unit.

Multi-Unit Dwelling (MUD) Unit - defined as a residential complex with five or more units.

Contractor may claim mileage for MUD Units completed in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of \$0.50 for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip per day, for travel to a MUD complex in excess of 30 miles (one way) or 60 miles round trip, regardless of the number of individual completed units.

Map Quest will be used as the final source of documentation for verifying actual mileage. A copy of the Map Quest must be submitted with billing to verify mileage claimed.

EXHIBIT B
(Standard Agreement)

H.	Footnotes Section
1	Unit assessments are charged for each completed unit in addition to applicable blower and/or duct testing.
2	Following a determination that no combustion byproduct hazards exist, preweatherization blower door testing is a mandatory activity on all mobile homes, manufactured homes, and all site-built dwellings with operable forced air units.
3	A duct leakage test using the Duct Blaster is a stand-alone test and may be performed in conjunction with the Blower Door Test for purposes of assessing outside air infiltration.
4	N/A
5	If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may apply the nonenvelope sealing measures identified by this note.
6	Must be classified as mandatory if a gas or electrical safety hazard exists. Age of the appliance cannot be used as a criterion for replacement.
7	If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Oven and Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled Space Heater installations. A copy of the finalized permit must be placed in client's file.
8	Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license.
9	Repairs include cleaning and filter replacement.
10	These maximums apply to heating and cooling source and water heater repairs and replacements. Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with heating/cooling services billed to EHCS and are required under Title 24.
11	Costs that exceed the maximums in other categories of cooling and heating repairs and replacements cannot be charged to the line items reserved for other types of cooling and heating units not already listed.

EXHIBIT B
(Standard Agreement)

- 12 Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.
- 13 Energy Conservation Measures and Activity Definitions are included in the CSD weatherization installation standards, and are attached.
- 14 A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds thirty percent (30%) of replacement cost or existing unit is not a listed and labeled stove.
- 15 Per dwelling, attic and floor foundation venting may only be performed in conjunction with ceiling and floor insulation, respectively.
- 16 When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.
- 17 Costs that exceed the maximums in Glass Replacement cannot be charged to Minor Envelope Repair or Window Replacement. The maximum reimbursement for Window Replacement is an average of all dwellings receiving new windows. If costs should occur such that the average maximum is exceeded for Window Replacements, the additional costs cannot be charged to Minor Envelope Repair or Glass Replacement. See "Definitions" for Minor Envelope Repair.
- 18 When installing a Minor Envelope Repair Measure, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor.
- 19 Includes sliding glass doors. Does not include weatherstripping applied to attic and crawl space access hatches, to evaporative-cooler and air-conditioner covers, or to open combustion appliance enclosure doors. Expenditures for weatherstripping applied to covers and enclosure doors shall be charged under the appropriate appliance repair line item. When insulation is not installed, applies to access hatches and windows.
- 20 Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.
- 21 Do not perform if dwelling has an operable evaporative cooler.

EXHIBIT B
(Standard Agreement)

- 22 Electric Base Load Measures: Special training is a mandatory prerequisite for Contractors before performing Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement.
- 23 Cabinet retrofits are only allowed for built-in microwaves that have been replaced and are reimbursable under Minor Envelope Repair.
- 24 Crawl space height shall be documented on the Weatherization Building Assessment and Job Order Sheet.
- 25 Manual Thermostats may be installed only if the old thermostat is inoperable and may be installed in lieu of Programmable Thermostats if it is determined that the client receiving such services will not be able to operate and maintain the Programmable Thermostat properly.
- 26 Microwaves may be installed in dwellings with gas cooking appliances.
- 27 Contractors shall ensure the proper disposal of hazardous wastes products such as fluorescent light tubes, batteries, and mercury thermostats in accordance with the Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule.
- 28 CSD Policies and Procedures for electric base-load measures state that a replacement refrigerator may be replaced only if it was manufactured in 1992 or earlier. Documentation in the client file shall contain the manufacturer, make, and model of all replaced refrigerators.
- 29 May be used by those Contractors that find that the per-square-foot rate under the other storm window categories is too high in comparison to the actual cost of materials within its service area.
- 30 One travel credit is allowed once per weatherized dwelling.
- 31 Only mileage exceeding a 60-mile round trip to the job site is reimbursable. Mileage is allowed once per weatherized dwelling.

**2008 DOE WEATHERIZATION
SCOPE OF WORK
Term: July 1, 2008 through June 30, 2009**

«Company»
«Address1»
«City», «State» «PostalCode»

Original Allocation	\$ To be determined
Weatherization Services	\$ To be determined
ECIP HCS – Heating	\$ To be determined
ECIP HCS – Cooling	\$ To be determined
Maximum Original Allocation	\$ To be determined

Contractor must expend the full contract amount by April 2009.

SCOPE OF WORK

1. REIMBURSEMENT GUIDELINES

- A. Contractor may claim reimbursement for weatherization-related activities under the terms of this Agreement as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) for each eligible household not previously weatherized.
- B. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

2. MAXIMUM REIMBURSEMENTS

- A. Maximum average reimbursement per dwelling unit weatherized is \$2,966. This limitation includes application of all authorized weatherization and energy conservation measures and home repairs.
- B. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

3. MEASURE REIMBURSEMENT

- A. Reimbursement for Weatherization shall be claimed only once when LIHEAP and DOE WAP, or any other funding source, are used concurrently in the same unit.
- B. Contractor may divide the material cost of a single-measure between LIHEAP, DOE, or other CSD program, when the single-measure in question is installed in a

**2008 DOE WEATHERIZATION
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dwelling where Weatherization services are provided concurrently under these programs.

4. MEASURE MAXIMUMS

- A. Weatherization measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or to minor envelope repair.
- B. No other CSD program can be used to offset those costs that exceed the maximum for any measure charged under another CSD program.

5. FIXED FEE MEASURES

For dwellings where DOE and LIHEAP Weatherization services are provided concurrently, Contractor shall not divide the reimbursement of a LIHEAP Weatherization fixed-fee reimbursable measure with DOE or any other CSD Program.

6. ASSESSMENT AND DIAGNOSTICS

- A. CAP RIVERSIDE shall provide Contractor all leads and assessments for weatherization services.
- B. CAP RIVERSIDE may authorize Contractor to assess the dwelling of each eligible applicant on a case by case basis.
- C. Contractor shall complete installation of required measures on dwellings assessed and referred by CAP RIVERSIDE on a first-in first-out basis. CAP RIVERSIDE may withhold additional referrals until such time that the work is completed or CAP RIVERSIDE deems the referral non-feasible.
- D. Contractor may claim reimbursement for dwelling assessment for each eligible household.
- E. Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.
- F. In the case of an unweatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed. Reimbursement for travel is not allowable.

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- G. Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.

7. HEATING AND COOLING APPLIANCE REPAIR REPLACEMENT

- A. If during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to more than established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.
- B. Dwellings in which a single-appliance has been both repaired and replaced within Weatherization; or under a re-weatherization call-back; may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single-appliance as both a repaired and replaced appliance.
- C. For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor may claim reimbursement for the actual number of water heater blankets used to wrap the common water heater. Contractor shall prorate the cost among all dwelling units within that building envelope.

8. OTHER PROGRAM REIMBURSEMENTS

Permit and Disposal Fees

Permit and disposal fees are acceptable expenses and may be charged only once to LIHEAP Weatherization, LIHEAP ECIP EHCS, or Department of Energy (DOE) Weatherization, per appliance, or weatherization measure, per weatherized dwelling. Permit fees will be reimbursed based on the actual cost of the fee.

9. DWELLING STATUS

A. Completed Units

- i. Contractor shall not report a weatherized dwelling as completed, nor shall Contractor request reimbursement for a weatherized dwelling until all eligible weatherization measures identified during the dwelling assessment have been installed and completed. Contractor shall observe the whole House Concept (all feasible measures must be installed in a home. If a feasible measure is found missing from the assessment contractor is to notify CAP RIVERSIDE and seek authorization to install the missed measure. Contractor shall not bill for incomplete units, or prematurely close a unit with outstanding measures in order

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to receive reimbursement for work completed. If there are measures found to be nonfeasible by crew members after the initial assessment, the reason for the nonfeasibility shall be documented in the client file and the dwelling shall be considered completed.

- ii. Contractor shall not report a dwelling as weatherized nor request reimbursement prior to the quality assurance certification confirming quality and completeness of work performed upon weatherized and HCS dwellings.

10. UNWEATHERIZED DWELLINGS

- A. Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude installation of measures.
- B. Contractor may claim reimbursement for weatherization activities ad documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent for each eligible household not previously weatherized.

11. LEVERAGED UNITS

Contractor may perform services and install energy conservation measures as per this agreement and as per other energy programs concurrently in the same dwelling as feasible and in the best interest of the client; however:

- i. Contractor may not claim reimbursement for the same services performed and energy conservation measures(s) installed from more than one funding source.
- ii. Contractor may not split Fixed-Fee measures under DOE with any other funding source.
- iii. Contractor may not split DOE labor fees associated with a single measure with any other funding source.

12. CONTRACTOR LICENSING

Contractor shall possess all applicable licenses as required by the CSLB (Contractor's State License Board) to carry out the installation and/or repairs of Central HVAC Systems, Furnaces, and Boilers.

13. SPECIAL LICENSING – WEATHERIZATON

Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven and Range, Vented Space Heater, Air Conditioning, and Gas and electric Water Heaters, if two or more weatherization measures are not installed in a single unit.

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Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

14. WEATHERIZATION ACTIVITY GUIDELINES

Dwelling Eligibility

- i. The certification shall remain in effect for a period of 120 days from the date the household is determined income eligible.
- ii. At a minimum, within the 120-day period of the household's eligibility certification, Contractor shall perform the assessment (if instructed by CAP RIVERSIDE) of the dwelling and determine the weatherization measures to be installed.
- iii. If the assessment of the dwelling and the determination of the weatherization measures to be installed do not begin within the 120-day period of the household's certification, CAP Riverside shall recertify the household's eligibility and may refer the dwelling to another contractor for weatherization completion.

iv. Permission to Provide Services

If during the course of performing weatherization and/or heating and cooling appliance repair or replacement services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupied dwelling, and/or from the owner of a rental unit, prior to continuing with the scheduled work.

15. MULTIPLE UNITS DWELLINGS

Contractor may weatherize a building containing rental dwelling units when not less than 66 percent (50 percent for duplexes and four-unit buildings) of the dwelling units in the building:

- i. Are eligible dwelling units, or
- ii. The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement or the building.
- iii. If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required.

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- iv. The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$2,966 maximum per unit.

16. PREVIOUSLY WEATHERIZED DWELLINGS

- A. Measures installed outside those weatherization measures disclosed during the dwelling's initial weatherization assessment constitute a reweatherized dwelling.
- B. Once a dwelling has been submitted to CAP RIVERSIDE for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.
- C. If the previous weatherization was performed under CSD or other federal or a nonfederal program, the dwelling and occupant eligibility must be recertified.

17. INELIGIBLE DWELLINGS

- A. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.
- B. Contractor shall not weatherize any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of the Weatherization Building Assessment and Job Order Sheet (CSD 540) and the Energy Services Agreement for Rental Units (CSD 515) or Contractor's equivalent as applicable.
- C. Contractor shall not weatherize a dwelling having master-metered units unless direct savings to individual tenants can be documented. Contractor shall place such documentation in the client's file.
- D. No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Agreement.

18. MINIMUM REQUIREMENTS FOR WEATHERIZATION SERVICES

- A. Single-family detached and other single-story dwellings, that have not been previously weatherized under a CSD program or other program may be weatherized under this Agreement only if:
 - i. Ceiling Insulation plus two additional Mandatory Measures are installed, or

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- ii. In the event Ceiling Insulation is not feasible, at least four Mandatory Measures are installed.
- B. Multi-unit dwellings that have not been previously weatherized under a CSD program or other program, may qualify for weatherization services only if ceiling insulation plus two (2) additional mandatory measures are installed or, in the event ceiling insulation is not feasible, at least three (3) mandatory measures.
 - i Installation of ceiling insulation may be counted as a ceiling insulation measure for each unit within that building envelope
 - ii Installation of a common water heater shall qualify as a mandatory measure for each unit served by the same water heater.
 - iii Insulation of a common water heater shall qualify as a mandatory measure for each unit served by the same water heater.
- C. If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred and reported to CAP RIVERSIDE.
- D. Repair of large leaks identified by blower door testing may reduce shell leakage so close to the Minimum Ventilation Requirement (MVR) that caulking and-or weatherstripping are not feasible, thus reducing the number of feasible Mandatory Measures to fewer than needed to qualify the dwelling for weatherization. In this case, Contractor may substitute noninfiltration reduction Optional Measures as needed for the nonfeasible caulking and or weatherstripping measures.
- E. The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

19. DWELLING ASSESSMENTS

- A. Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.
- B. If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the lead should be returned to CAP RIVERSIDE.
- C. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

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- D. If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.
- E. The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

Contractors who possess a valid C-20 specialty license may use alternative diagnostic testing methods to assess operational performance that meets or exceeds industry standards for testing heating and cooling appliances that have been contracted to repair or replace.

- F. If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps in accordance with CSD Low-Income Weatherization Assistance Program Policies and Procedures must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration reduction measures.
- G. Contractor shall perform the blower door diagnostic testing only for shell sealing purposes on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement.
- H. Following a determination that no combustion by-product hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using preweatherization blower door test.
- I. Duct Blaster diagnostic testing shall be required on all weatherized dwellings units with forced-air systems.

20. HEALTH AND SAFETY MEASURES

- A. Contractor is authorized to mitigate health and safety hazards generated by combustion appliances, preserve or improve indoor air quality, and address knob-and-tube wiring. In addition to all provisions in this Agreement regarding Health and Safety Measures, Contractor must adhere to the attached 2008 HEALTH AND SAFETY APPLIANCE REPLACEMENT POLICY, (Exhibit B) to seek reimbursement for replacing specified appliances.
- B. All Health and Safety and Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:
 - i. Blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

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- ii. Dwelling already has that measure in place
 - iii. Measure cannot be properly installed;
 - iv. Client refuses installation (client refusal is to be documented and placed in file);
 - v. Maximum dollar limit is reached; or
 - vi. Measure is not needed or required.
- C. If a health or safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures, for a unit to be weatherized the dwelling may qualify for weatherization under the following conditions:
- i The combustion appliance is repaired or replaced: and
 - ii All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.
- E. If the dollar limit has not been reached in installing feasible mandatory measures, Contractor must install optional measures after performing a NEAT energy audit.

21. ALLOWABLE HEATING AND COOLING APPLIANCE REPAIR AND REPLACEMENT SERVICES

- A. The following guidelines are applicable to services delivered through the DOE Weatherization and are restricted to occupied SFD and/or MUD units:
- i. A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source.
 - ii. A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners and evaporative coolers.
- B. Heating and/or cooling services may be provided when one of the following conditions exists:
- i. Existing primary heating/cooling appliance is deemed hazardous by a qualified technician or HVAC contractor; or

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- ii. Existing primary heating/cooling appliance is verified by a qualified technician or HVAC contractor to be inoperable or in need of repair.
- C. Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliances operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
- D. Any and all heating/cooling shall be performed in accordance with the following guidelines:
 - iii. All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and well being of individuals or the household.
 - ii. All such appliance replacements are further subject to the 2008 Health and Safety Appliance Replacement Policy, Exhibit "B".
 - iii. The age of a heating/cooling appliance shall not be used as a basis for replacement.
- E. Contractors shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 30 percent (30%) of the cost of installing a new replacement unit.
- F. If during the course of repairing the defective unit, additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.
- G. When replacement of defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

22. MANDATORY MEASURES

After the Outreach, Intake, Assessment, Health and Safety check of combustion appliances, the following feasible mandatory measures shall be installed in all types of allowable dwellings prior to Priority List Measures:

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- i. Infiltration measures
- ii. Minor envelope repairs
- iii. General heat waste measures
- iv. Electric baseload measures

23. PRIORITY LIST OF ENERGY CONSERVATION MEASURES

A. Contractor shall install the following energy conservation measures where feasible in site-built single-family dwellings and small multi-family dwelling (less than five units):

- i. Climate Zone 4 (less than 2,000 CDD and less than 4,000 HDD)
 - Programmable thermostats
 - Ceiling insulation
 - Kneewall insulation
 - Floor insulation
 - Attic venting, only in conjunction with ceiling insulation
 - Floor foundation venting, only in conjunction with floor insulation
- ii. Climate Zone 5 (2,000 CDD or more and less than 4,000 HDD)
Programmable thermostats
 - Programmable thermostats
 - Ceiling insulation
 - Kneewall insulation
 - Evaporative cooler
 - Storm windows for slab-on-grade site-built single family dwellings and small multi-family dwellings only.
 - Attic venting, only in conjunction with ceiling insulation

B. Contractor shall install measures from these priority list in the above numerical order, and Contractor shall not exclude or skip any measure unless:

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- i. A blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not feasible;
- ii. Dwelling already has that measure in place;
- iii. Measure cannot be properly installed, or
- iv. Client refuses installation (client refusal is to be documented and placed in file;
- v. Maximum dollar limit of an average of \$2,966 per dwelling is reached; or
- vi. Measure is not required,

24. PROGRAM STANDARDS AND REGULATORY REQUIREMENTS

A. Program Standards

- i. Contractor shall adhere to all CSD program standards pursuant to the following documents and manuals which have been incorporated by reference and made part of this Agreement as if attached hereto:
 - CSD Low-Income Weatherization Assistance Program Policies and Procedures;
 - CSD Conventional Home Weatherization Installation Standards (WIS);
 - CSD Mobile Home Weatherization Installation Standards (WIS);
 - CSD 2005 PY Interim Policies and Standards;
 - CSD Lead-Safe Weatherization Policies;
 - CSD Health and Safety Plan for Weatherization Programs;
 - CSD LIHEAP/DOE Program 2008 HEALTH AND SAFETY APPLIANCE REPLACEMENT POLICY, EXHIBIT "A".
 - CSD Carbon Monoxide (CO) Analyzer and Manometer Calibration Policy
 - DOE WAP DISASTER RELIEF PLAN, EXHIBIT "B".

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- ii. In the event of disagreement between policies and field protocols contained within the Weatherization Installation Standard Manual and/or the Weatherization Policies and Procedures manual and this Agreement, Contractor shall abide by the terms of this Agreement.

B. Regulations

- i. Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement is not included in the manual or and/or is more stringent.
- ii. All applicable dwellings shall be in compliance with California Energy Commission 2005 Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.
- iii. Services provided to all applicable pre-1979 dwellings shall be in compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24CFR 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures.
- iv. All materials procured for weatherization purposes shall be in conformance with OMB requirements contained in the following Circulars: A-102, Section 36, or A-110, Section 40.

C. Title 24

- i. Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks and cannot be repaired.
- ii. Title 24 requirements are applicable only to energy conservation measures installed to dwellings located within Contractor's specific California Energy Commission (CEC) climate Zone. For a listing of the CEC climate zone, refer to the CSD website at www.csd.ca.gov.
 - Contractor shall exercise caution to not utilize the DOE climate Zone for Title 24 requirements. The types of climate zones (DOE or CEC) are specifically stated for all applicable weatherization measures.
- iii. Contractor shall obtain the services of a qualified Home Energy Rater System (HERS) Program Rater when required to perform the required field

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verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Agreement.

- iv. Contractor shall obtain the services of a certified HERS Rater to perform the required field verification and diagnostic testing. The HERS Rater shall be an independent entity from the builder or Sub-Contractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

D. Pre-1979 Dwellings

- i. Lead-based paint is presumed to be present in all pre-1979 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.
- ii. HUD units not previously certified to be lead free, built prior to 1979, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. The clearance inspection must be performed by a third-party California Certified Inspector/Risk Assessor who deems the weatherized HUD unit as lead safe after the completion of weatherization services.

25. QUALITY ASSURANCE

A. Certification

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

B. Inspections

- i. CAP RIVERSIDE reserves the right to perform an inspection of all dwellings to review and verify that the weatherization activities performed under this Agreement conform to applicable standards and practices.
- ii. Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CAP RIVERSIDE within five (5) working days of written notification.

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- iii. Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation. The immediate hazard shall be eliminated within twenty-four (24) hours, and hazardous conditions shall be completely resolved within seventy-two (72) hours of written notification. In the event Contractor does not correct work deficiencies or hazards as specified above, CAP RIVERSIDE reserves the right to withhold all payments due Contractor until work or hazards are resolved to the satisfaction of CAP RIVERSIDE. If the Contractor is unable to comply due to circumstances beyond their control, they must notify CAP RIVERSIDE in writing of their reasons.

C. Noncompliance

- i. Contractors shall be subject to the withholding of reimbursement for failure to completely resolve a Hazardous Condition within the specified timeline or within the modified completion date for units receiving a time period extension.
- ii. If it is determined that the Contractor has incorrectly billed CAP RIVERSIDE because a measure was not installed or the quantity installed is less than the quantity billed, the Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the noninstalled measure or quantity will be withheld from subsequent reimbursements

26. LEVERAGING ACTIVITIES

- A. Contractor is strongly encouraged to provide weatherization services to LIHEAP ECIP HCS-serviced dwellings using LIHEAP, DOE WAP, and/or utility-funded weatherization services.
- B. Leveraging weatherization funds may be used to install mandatory and/or optional measures in a dwelling in any order practical to the application of weatherization measures. Client files shall be documented accordingly.
- C. Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the DOE WAP program is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, contractor shall document within the Weatherization client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall at a minimum make reference to the leveraged activity within the weatherization client file.

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27. RECORDS KEEPING

A. Client Files – Weatherization

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

- Copies of the Energy Intake Form CSD 43, or 44 and all the source documents.
- Energy Dwelling Unit Assessment.
- Weatherization Building Assessment and Job Order Sheet.
- Combustion Appliance Safety Inspector Form (CASIF) if applicable.
- Blower Door and Duct Blaster Data Sheet, if applicable.
- CSD Hazardous Correction Work Plan (HCWP).
- Any waiver to exceed maximums of weatherization measures.
- Source document substantiating labor/materials installed.
- Source documentation substantiating the criteria for replacement of all gas and electric appliances and the non-feasibility of all measures not performed/installed.
- Required building permits, or building permit applications or documentation of permit cost.
- Documentation of manufacturer, make and model of all replaced refrigerators.
- Source documentation and records trends substantiate mileage claimed by individual dwelling.

28. OTHER RECORD KEEPING RESPONSIBILITIES

Equipment

- i. Contractor performing combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.

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- ii. Contractor performing blower door and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

2008 DOE PAYMENT SCHEDULE

Prices are inclusive of all costs including, but not limited to materials, travel expense, labor, etc.

1. REIMBURSEMENT RATES FOR WEATHERIZATION AND HCS ACTIVITIES

A. Assessments/Diagnostics per Dwelling

Following the performance of all applicable dwelling assessment and diagnostic testing, all feasible Health and Safety Measures, Insulation Measures, and Mandatory Measures must be installed before Optional Measures are provided.

- | | | |
|----|---|----------------------|
| 1) | Unit Assessments | |
| | Units with attics (CAP approval required) | \$65.00 ¹ |
| | Units without attics | \$40.00 ¹ |
| 2) | Combustion Appliance Safety Test (when applicable) | |
| | Pre-Test | \$70.00 |
| | Post-Test | \$40.00 |
| 3) | Blower Door Test (when applicable) | \$50.00 ² |
| 4) | Duct Leakage Test (with Duct Blaster when applicable) | |
| | Pre-Test | \$40.00 ³ |
| | Post-Test | \$35.00 ³ |

B. Health and Safety Measures per Dwelling

Health or Safety Hazard Repair or Replacement, per dwelling: (Indicate on the Weatherization Building Assessment and Job Order Sheet, CSD 540, or Contractor's equivalent, what health or safety conditions are to be addressed.) Includes the repair of unsafe conditions identified as "Required Repairs" in the CSD Weatherization Installation Standards (WIS) and Combustion Appliance Safety Inspection Form (CASIF).

- | | | |
|----|--------------------------------------|-------------------------------------|
| 1) | Carbon Monoxide Alarm, per dwelling | |
| | Line-cord or Hard-wired, one or more | Maximum \$63.00 ⁴ |
| | Lithium Battery, one or more | Maximum \$60.00 ⁴ |
| 2) | Cooking Appliance | |
| | Gas Cooking Appliance, | |
| | Repair/Maintenance Maximum \$288.00 | Cost of materials |
| | or 50% of Replacement | + \$47.00 hr. labor |
| | | for 1 person max ^{5, 6, 7} |

	Replacement, Range or Cook Top	Maximum \$695.00 ^{5, 6, 7}
	Electric Cooking Appliance Repair/Maintenance Maximum \$288.00 or 50% of Replacement ^{6, 7, 8}	Cost of materials + \$47.00 hr. labor for 1 person max ^{5, 6, 7}
	Replacement, Range or Cook Top	Maximum \$695.00 ^{5, 6, 7}
3)	Gas Water Heater Repair Maximum \$335.00 or 50% of Replacement	Cost of materials + \$47.00 hr. labor for 1 person max ^{5, 6, 7}
	Replacement, Closed Combustion Replacement, Open Combustion	Maximum \$670.00 ^{5, 6, 7} Maximum \$670.00 ^{5, 6, 7}
4)	Heating Source Repair Exterior Wall Direct Vent Furnace Forced Air Unit (FAU), Split System Floor Furnace Interior Wall Furnace Mobile Home Furnace Other Types Not Listed Package Unit (Dual Pack) Wood Fueled Appliance	Maximum \$360.00 ^{5, 6, 7, 8} Maximum \$831.00 ^{5, 6, 7, 8} Maximum \$432.00 ^{5, 6, 7, 8} Maximum \$396.00 ^{5, 6, 7, 8} Maximum \$504.00 ^{5, 6, 7, 8} Max. \$396.00 ^{5, 6, 7, 8, 9} Maximum \$972.00 ^{5, 6, 7, 11, 12} Maximum \$756.00 ^{6, 7, 8, 9, 10} or 30% of Replacement for all heater types
5)	Heating Source Replacement Exterior Wall Direct Vent Furnace Forced Air Unit (FAU), Split System Floor Furnace Interior Wall Furnace Mobile Home Furnace Other Types Not Listed Package Unit (Dual Pack) Wood-Fueled Appliance	Maximum \$1,200.00 ^{5, 6, 7} Maximum \$2,760.00 ^{5, 6, 7} Maximum \$1,440.00 ^{5, 6, 7} Maximum \$1,680.00 ^{5, 6, 7} Maximum \$1,680.00 ^{5, 6, 7} Maximum \$1,320.00 ^{5, 6, 7, 10} Maximum \$4,000.00 ^{5, 6, 7} Maximum \$2,520.00 ^{5, 6, 7, 11, 12}

C. MANDATORY MEASURES

Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not to be installed in priority order. All feasible Mandatory and Priority List Measures must be installed before Optional Measures.

INFILTRATION REDUCTION MEASURES

1)	Caulking, per dwelling	
	Mobile Home	\$90.00 ¹⁴
	Multi Unit	\$45.00 ¹⁴
	Single Family	\$75.00 ¹⁴
2)	Cover Plate Gaskets, per dwelling	\$22.00 ¹⁴
3)	Duct /Register Repair/Replacement, Maximum	\$1,223.00 per dwelling
		Cost of materials
		+ \$47.00 hr. labor
		for 1 person max
		\$30.00 each joint
4)	Glass Replacement & Window Repair	
	per dwelling Maximum	\$350.00 ¹⁵
		\$7.00 sq. ft.
5)	Minor Envelope Repair, per dwelling	Maximum \$887.00 ^{11, 14, 15, 16}
6)	Sliding Glass Door, per dwelling	
	Repair Maximum \$400.00	Cost of materials
		+ \$47.00 hr. labor
		for person max
	Replacement	Maximum \$900.00
7)	Weatherstripping,	
	Hinged Exterior Door, per door	\$27.00 ¹⁴
8)	Weatherstripping,	
	Other, per linear foot	\$1.50 ^{14, 17}
9)	Window Replacement Maximum Average	\$825.00 ¹⁵
		Cost of materials
		+ \$47.00 hr. labor
		for 1 person max
Minor Envelope Repair, per dwelling Maximum \$887.00 ^{11, 14, 15, 16}		
	Roof Mastic	\$33.00 Dwelling
	Wall Repair (tape joint compound, plaster)	\$33.00 Dwelling
	Wall Repair (stucco patch, plywood)	\$33.00 Wall
	Shower Adapter	\$17.00 each
	Shower Diverter Valve	\$50.00 each
	Shower Handle	\$15.00 each

Door Threshold	31.00 each
Hinged Lid for Disappearing Stair Cover	\$75.00 each
New Attic Access (includes weather-stripping and insulation)	\$92.00 Dwelling
Attic Access Door (includes weather-stripping and insulation)	\$40.00 Dwelling
Floor repair for Mobile Home Water Heater	Cost of materials + \$47.00 hr. labor for 1 person maximum.
Door Shoe	\$20.00 per door
Backer Rod	\$.35 Ln.Ft.
Glazing Compound	\$1.75 Ln. Ft.
Seal Under Sink	\$15.00 Dwelling
Exhaust Fan	
Repair	Cost of materials + \$47.00 hr. labor rate for 1 person max.
Replacement	Cost of materials + \$47.00 hr. labor rate for 1 person max.
Solid Core Door (Includes 24", 28", 30", 32", 36", and 1-3/8 or 1-3/4. (Includes door sealant, new hinges, new door entry handle/lockset.)	\$200.00 Door
Solid Core Half Lite Door (Includes 24", 28", 30", 32", 34", 36", 1-3/8 or 1-3/4). (Includes door sealant, new hinges, new door entry handle/lockset.)	\$250.00 Door
Door Entry Handle/Lockset/Deadbolt	\$47.00 Door
5" Back set latch bolt	\$49.00 Door
Hinges 3-1/2" or 4" loose pin	\$36.00 Door
Hinges 3-1/2" or 4" locking pin	\$38.00 Door
Double Door Slide Bolt	\$43.00 Door
Door or window casing	\$3.20 Ln. Ft.
Door jamb stock	Replace all \$85, otherwise \$5.00 Ln. Ft.
Door jamb stock, rabbetted jamb	Replace all \$90, otherwise \$5.00 Ln. Ft.
Door Stop	\$3.20 Ln. Ft.
Striker Plate, regular	\$17.00 Door
Striker plate, safety or mag type	\$25.00 Door
Lockset Brace	\$43.00 Door
Cabinet retrofits (built-in microwaves replaced only)	Cost of materials + \$47.00 hr. labor for 1 person max.
Knob and tube wiring	Cost of materials

	+\$47.00 hr. labor for 1 person max.
Minor roof repairs	Cost of materials +\$47.00 hr. labor for 1 person max.
Mobile Home Skirting	Cost of materials +\$47.00 hr. labor for 1 person max.

GENERAL HEAT WASTE MEASURES

- | | | |
|----|--|---|
| 1) | Evaporative Cooler/Air Conditioner Vent Cover, per cover | \$45.00 ¹⁴ |
| 2) | Hot Water Flow Restrictor, per device | |
| | Faucet Restrictor | \$5.00 ⁴ |
| | Hand-Held Low-Flow Showerhead | \$33.00 ⁴ |
| | Low-Flow Showerhead | \$18.00 ⁴ |
| 3) | Water Heater Blanket, per blanket | \$25.00 ⁴ |
| 4) | Water Heater Pipe Wrap, | \$2.00 ⁴ per linear foot of pipe |

ELECTRIC BASE LOAD MEASURES

- | | | |
|----|--|--|
| 1) | Compact Fluorescent Lamps | |
| | Hard-Wired, limit one per dwelling | Maximum \$75.00 ^{4, 22} |
| | Thread-based Compact, | Maximum \$8.00 per bulb ^{4, 22} |
| | Limit ten per dwelling | Maximum of \$80.00 per dwelling |
| 2) | Electric Water Heater, per dwelling | |
| | Repair | Maximum \$300.00 ^{4, 5, 7}
or 50% of Replacement
Cost of materials
+\$47.00 hr. labor
for 1 person max. |
| | Replacement | Maximum \$600.00 ^{4, 5, 7} |
| 4) | Refrigerator Replacement (DOE, only if refrigerator manufactured after 1992) | |
| | 19 cubic foot | Maximum \$800.00 ^{4, 18, 22, 23} |
| | Over 19 cubic foot | Maximum \$960.00 ^{4, 18, 22, 23} |

PRIORITY LIST MEASURES

Contractor shall install all Priority List Measures where feasible in site-built single family dwellings and multi-unit dwellings with less than five units.

- | | | |
|----|---|---|
| 1) | Attic Venting, per dwelling DOE Zones 4 & 5
In conjunction with ceiling insulation only | Maximum \$355.00 ^{4, 13} |
| | Combustion Air Venting | \$30.00 per screen |
| | Combustion Air Venting thru Roof | |
| | 1 vents (upper or lower) | \$120.00 each |
| | 2 vents (upper and lower) | \$150.00 each |
| | Eave Vent | \$19.00 each |
| | Dormer Vent | \$75.00 each |
| | Turbine Vent | \$75.00 each |
| | Vent Screen | \$5.00 each |
| 2) | Ceiling Insulation (DOE zones 4 & 5)
(CAP approval required)
R-11, R19, R30, R38 | No Maximum limit ⁴
Cost of materials
+ \$47.00 hr. labor |
| 3) | Duct Insulation – All applicable CEC zones,
if required by Title 24, per square foot | \$.95 ⁴ |
| 4) | Cooling Source Repair, DOE zone 5 only
Evaporative Cooler, per dwelling
or 50% of Repair/Maintenance
Replacement for all cooler types | Maximum \$488.00 ^{4, 5, 6, 8, 18} |
| 5) | Cooling Source Replacement, DOE Zone 5 only
Evaporative Cooler Installation, per dwelling | |
| | New Roof Unit | Maximum \$975 ^{4, 5, 6, 7, 18, 19, 22} |
| | New Wall Unit | Maximum \$850.00 ^{4, 5, 6, 7, 18, 19, 22} |
| | New Window Unit | Maximum \$860.00 ^{4, 5, 6, 7, 18, 19, 22} |
| | Replace Roof Unit | Maximum \$935.00 ^{4, 5, 6, 7, 18, 19, 22} |
| | Replace Wall Unit | Maximum \$720.00 ^{4, 5, 6, 7, 18, 19, 22} |
| | Replace Window Unit | Maximum \$720.00 ^{4, 5, 6, 7, 18, 19, 22} |
| 6) | Floor Foundation Venting per dwelling
In conjunction with floor insulation only
(Crawl Space Venting)
(DOE Climate Zones 1,2,3,5 only) | Maximum \$360.00
Cost of materials ^{4, 13}
+\$47.00 hr. labor
for 1 person max. |

- | | | |
|----|---|--|
| 7) | Floor Insulation DOE Zone 4 | Cost of material ^{4, 20}
+\$47.00 hr. labor
for 1 person max. |
| 8) | Kneewall Insulation – DOE Zones 4 & 5
R-11, R-19 | Cost of material ⁴
+\$47.00 hr. labor
for 1 person max. |
| 8) | Storm Windows, per square foot – DOE Zone 5 only | |
| | Fixed, Glass Glazing | \$12.40 ¹⁴ |
| | Fixed, Polycarbonate | \$18.40 ¹⁴ |
| | Operable, Glass Glazing | \$13.90 ¹⁴ |
| | Operable, Polycarbonate | \$21.40 ¹⁴ |
| | Other | Maximum \$750.00 ^{14, 22} |
| 9) | Thermostat, per dwelling – DOE Zone 4 & 5
Unless required by Title 24 – All Applicable CEC Zones
Programmable | \$157.00 ^{4, 21, 22} |

Mileage²⁶

Single Family Dwelling (SFD) Unit – Defined as one-unit, single-family dwelling or as a one-unit, single residential housing dwelling with two to four attached units.

Contractor may claim mileage for each SFD completed unit in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of \$0.75 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip, per completed SFD Unit. Mileage can only be claimed upon the completion of the SFD Unit.

Multi-Unit Dwelling (MUD) Unit - defined as a residential complex with five or more units.

Contractor may claim mileage for MUD Units completed in excess of 30 miles (one way) from the CAP Riverside main office. Contractor may claim mileage at the rate of \$0.75 for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage is limited to a single round trip per day, for travel to a MUD complex in excess of 30 miles (one way) or 60 miles round trip, regardless of the number of individual completed units.

Map Quest will be used as the final source of documentation for verifying actual mileage. A copy of the Map Quest must be submitted with billing to verify mileage claimed.

H. Footnotes Section

1. Unit assessments are charged for each completed unit in addition to applicable blower and/or duct testing.
2. Following a determination that no combustion byproduct hazards exist, preweatherization blower door testing for shell-sealing purposes is a mandatory activity on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement..
3. A duct leakage test using the Duct Blaster is a stand-alone test and may be performed in conjunction with the Blower Door Test for purposes of assessing outside air infiltration.
4. If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may apply the nonenvelope sealing measures identified by this note.
5. May be classified as a Health and Safety Measure if a safety exists. If no safety hazard exists, the measure may be installed as a Priority List Measure, Electric Base load Measure, or Optional Measure subject to the NEAT Energy Audit. Age of the appliance cannot be used a criterion for replacement.
6. If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Oven and Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled Space Heater installations. A copy of the finalized permit must be placed in client's file.
7. Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license.
8. Repairs include cleaning and filter replacement.
9. Costs that exceed the maximums in other categories of cooling and heating repairs and replacements cannot be charged to the line items reserved for other types of cooling and heating units not already listed.
10. Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.
11. Energy Conservation Measures and Activity Definitions are included in the CSD weatherization installation standards.

12. A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds thirty percent (30%) of replacement cost or existing unit is not a listed and labeled stove.
13. Per dwelling, attic and floor foundation venting may only be performed in conjunction with ceiling and floor insulation, respectively.
14. When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.
15. Costs that exceed the maximums in Glass Replacement cannot be charged to Minor Envelope Repair or Window Replacement. The maximum reimbursement for Window Replacement is an average of all dwellings receiving new windows. If costs should occur such that the average maximum is exceeded for Window Replacements, the additional costs cannot be charged to Minor Envelope Repair or Glass Replacement. See "Definitions" for Minor Envelope Repair.
16. When installing a Minor Envelope Repair Measure, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor.
17. Includes sliding glass doors. Does not include weatherstripping applied to attic and crawl space access hatches, to evaporative-cooler and air-conditioner covers, or to open combustion appliance enclosure doors. Expenditures for weatherstripping applied to covers and enclosure doors shall be charged under the appropriate appliance repair line item. When insulation is not installed, applies to access hatches and windows.
18. Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.
19. Electric Base Load Measures: Special training is a mandatory prerequisite for Contractors before performing Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement.
20. Crawl space height shall be documented on the Weatherization Building Assessment and Job Order Sheet.
21. Manual Thermostats may be installed only if the old thermostat is inoperable and may be installed in lieu of Programmable Thermostats if it is determined that the client receiving

such services will not be able to operate and maintain the Programmable Thermostat properly.

22. Contractors shall ensure the proper disposal of hazardous wastes products such as fluorescent light tubes, batteries, and mercury thermostats in accordance with the Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule.
23. CSD Policies and Procedures for electric base-load measures state that a replacement refrigerator may be replaced only if it was manufactured in 1992 or earlier. Documentation in the client file shall contain the manufacturer, make, and model of all replaced refrigerators.
24. May be used by those Contractors that find that the per-square-foot rate under the other storm window categories is too high in comparison to the actual cost of materials within its service area.
25. Do not perform if dwelling has an operable evaporative cooler.
26. Only mileage exceeding a 60-mile round trip to the job site is reimbursable. Mileage is a allowed once per weatherized dwelling and cannot be charged id the mileage is charged to LIHEAP weatherization for the same dwelling or multi-unit complex.

**SOUTHERN CALIFORNIA GAS COMPANY
DAP SERVICES SCOPE OF WORK**

Term: 1/1/08 – 1/24/09

Name of Contractor

Address

City, State Zip Code

**Maximum Funding Allocation
(Weatherization Services)**

\$ To be determined

**Maximum Funding Allocation
(Appliances)**

\$ To be determined

Total Allocation

\$ To be determined

SUMMARY

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

Contractor is responsible for implementing the Program under the established guidelines within its assigned service territory. It is the Contractor's responsibility to perform the various services offered under the Program, process all work orders, answer customer inquiries about the Program, and to maintain and safeguard records regarding the Services performed in each household.

CONTRACTOR'S RESPONSIBILITY

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

1) Program Promotion

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

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

2) Program Personnel

Contractor shall pre-screen and qualify employees in accordance with the following standards:

- a Contractor shall employ its best efforts to ensure that a minimum of two (2) previous employment reference checks have been completed for Program Personnel.
- b Program Personnel shall be screened for use of drugs identified by the Substance Abuse and Mental Health Administration (generally; Canabinoids, Cocaine, Opiates, Phencyclidine, and Amphetamines) or as otherwise requested by CAP Riverside.
- c Contractor shall conduct a California Department of Motor Vehicles (DMV) check for all Program Personnel employed for the purpose of providing Program Services. The check shall minimally include proof of valid driver's license and proof of personal insurance. Contractor shall advise Program Personnel that they may be subject to complete a driver's safety training course which may be scheduled by CAP Riverside at no expense to Contractor.

Contractor shall provide CAP Riverside with proof of Contractor State License Board (SLB) salesperson registration information of all Contractor outreach personnel or shall provide proof of current CSLB registration exemption.

Training: Contractor agrees to utilize only Southern California Gas Company trained outreach personnel to perform outreach services. Training shall include P&P policies including policies related to the initial application processing, certification of eligibility, post-enrollment verification procedures, and installation standards.

Management: Contractor shall ensure that all information about the Program provided by Program Personnel to customers is true and accurate. This may include, but is not limited to, ensuring that all Program Personnel are timely informed of changes in Program eligibility requirements that may occur from time to time. Contractor shall develop an early warning, self-evaluation process to identify problems and/or take corrective actions to ensure that policies and procedures are followed and Program goals are met. CAP Riverside or Southern California Gas Company may make unannounced visits during the course of the work to any site where training is being conducted, or where program data or documents are stored.

Contractor understands all Program Personnel must wear their issued photo identification badges at all times while conducting Program customer contact activities. Badges should be clearly visible above the waistline at all times.

Contractor shall be solely responsible for, and shall pay, reimburse, or replace any and all customer claims, losses, expenses, or liabilities resulting from all acts of Program Personnel.

3) **Enrollment Process**

In-home visits performed by Outreach Workers and measure assessment personnel will consists of the following in accordance with the P&P: (1) income qualification of applicant and/or another Permanent Household Member (2) assessment of the structure for feasible Measures (3) providing energy education (4) providing customer information about Southern California Gas Company Company's other customer assistance program including, but not limited to CARE, Medical Baseline and Level Pay Plan (5) providing customer assistance in completing the CARE application and submitting it to CAP Riverside on behalf of the customer. The Contractor shall screen customers to minimize the submittal of duplicated applications for current CARE participants.

Contractor **shall not provide** Program Services to ineligible customers or dwellings.

It is the responsibility of the contractor's outreach staff to instruct DAP applicants in energy efficiency and conservation practices and measures once eligibility has been established. Following the energy education script, the Outreach Specialist presents the information contained in the Energy Education and Resource Guide. The Outreach Specialist's signature on the agreement verifies he/she has provided energy education and a DAP Welcome Letter to the applicant.

If the customer is not the Owner, the Contractor shall obtain the Owner's written authorization to perform the work by completing a "Property Owner Authorization" form prior to performing the work. The Contractor shall be responsible for advising the Owner of the scope of work to be performed, the limitations of Program, and of the potential that an inspection of some gas appliances may require the gas service to the appliance or to the entire structure to be shut-off if a hazardous or unsafe condition is identified (which may require additional repairs by the Owner at the Owner's expense) and cannot be repaired under the constraints of the Program.

Once the income eligibility/ownership documents have been viewed, copied and/or digitally photocopied and stored, and energy education and assessment have been completed, the Outreach Worker shall advise the customer of the recommended Work to be performed.

For dwelling units where a minimum of three gas measures cannot be installed, DAP will allow contractors to combine both gas and electric measures to meet the three measure minimum. Invoicing instructions for combining measures are provided in Schedule A.

Income Calculation Methods
SEE SCHEDULE G

4) **Service Eligibility**

General

In order to qualify a home for DAP services; the following specific criteria must be met:

- The home must receive service from an active So Cal Gas account (except vacant units qualified under the 80/20 rule)
- The active SoCalGas account must have an eligible rate code (as listed below)
- The home must be a full time residential dwelling
- The home must have a kitchen with running water, and a bathroom with a sink, toilet, and running water

All group living facilities must be classified as non-profit and a copy of their 501(c) (3) status must be maintained in the contractor's customer file.

Gas Accounts

A gas account that serves a common facility such as a swimming pool, laundry room, recreation room etc, or a small commercial/industrial account which serves non-residential customers is not eligible for DAP services. Contractors are responsible for ensuring that gas accounts are active at the time of qualification. If gas account is not active at the time of installation, contractor must contact CAP Riverside for further instructions. Agreements received with ineligible gas accounts will be returned unpaid.

Eligible Gas Account Rate Codes

Eligible gas accounts can be identified by the rate code, which is located on the gas bill.

Rate codes are listed below:

- GR, GRL, GME (only if master metered), GS, GSL, GTR, GTRL, GTS, GTSL - Eligible for DAP Services
- GME (Only if central living facility also serves as master meter), GN10L, GTNL, GTM - May be eligible for DAP services (requires pre-approval)
- GMC, GN10, GTN - Ineligible for DAP services

Master Meter and Central Facility accounts are not the same. Master meter accounts are defined as one meter supplying gas to two or more residential dwelling units. Central facility accounts are defined as one or more meters supplying gas for water heating, space heating, and/or cooking to residential dwelling units, that are also individually metered. There may be instances where one of the dwelling units may be served by the central facility meter. Pre-approval will be required.

When submitting a DMRI request to Southern California Gas for master meter dwellings it is the responsibility of the contractor to submit all master meter account numbers associated with the "building complex" and include the following for each master meter account number:

- Submit a Master Meter Request form to DAP
 - Include only the units that will be weatherized
 - Include the customer's name, address and unit number on the form
 - List each customer separately.

Home Ownership

In addition to those listed in the P&P, DataQuick® and deeds are accepted as proof of home ownership. DMV registration is accepted for mobile homes registered as vehicles. HCD (Housing and Community Development) registration website may be used to verify mobile home ownership. The printout must include the name of the property owner, the property address, a current registration date, and a registration expiration date. All home ownership documentation must be accurate and current based on the type of documentation provided (ex: mortgage statement is monthly while property tax is every six months).

A spouse whose name does not appear on property ownership documentation may sign as the property owner if the contractor has verified that the person signing the agreement is married to the person listed on the property ownership document. Verification may include viewing a copy of the marriage certificate or confirming that the customers share the same last name.

Proof of home ownership documentation must be submitted for all owner occupied homes at time of invoicing for appliances only.

Mobile/Manufactured Homes

The following mobile units are not eligible for services:

- Mobile units used as offices
- Travel trailers or mobile units that are used for vacations rather than full-time residency
- Motor homes
- A travel trailer parked at a home and used as an extra bedroom.
- Mobile homes with less than 320 square feet of floor area.

A "travel trailer" in a mobile home park that is used as a full time residence may be weatherized only with prior approval from the DAP representative.

5) Weatherization Process

All Weatherization performed by the Contractor shall be in accordance with the P&P and shall include all feasible measures for which the dwelling qualifies.

Contractor shall provide sufficient equipment and personnel to meet the demand for all Weatherization and related appliance work.

Under no circumstances shall the Contractor perform Program Services in areas deemed to be potentially hazardous including but not limited to: exposed knob and tube wiring, exposed asbestos insulation or other asbestos materials, or deteriorated wiring due to insulation treated with aluminum sulfate. Upon encountering hazardous conditions, Contractor shall notify the customer and Owner, in writing of such condition (2) and only complete the installation of Measures in areas deemed safe by Contractor. Contractor shall document the hazardous condition(s) on the work order and in the HEAT System.

Contractor represents that it has the expertise to identify asbestos.

The Contractor shall review the recommendations with the customer and set up an appointment to have recommended Measures installed. The Contractor shall also provide the customer with the name and contact information of the Contractor that will be performing the work.

The Contractor shall have the customer sign the work order and leave a copy for the customer as an acknowledgement that the Measures have been installed.

Contractor shall, at all times during the performance of the Program Services, maintain the customer's premises free from accumulation of waste material or debris and shall remove and dispose of it in accordance with all applicable laws at the Contractor's expense.

6) Natural Gas Appliance Testing

Natural Gas Appliance Testing shall be performed on gas appliances in accordance with the P&P.

NAGT test within **five (5)** business days of the installation of infiltration measures, unless Contractor has made reasonable attempts but has been unable to gain access to dwelling.

When hazardous condition is observed on gas appliance, Contractor shall follow "Hazardous Condition Shut-off Procedure" in accordance with the P&P.

Contractor shall not perform a NGAT test in conjunction with the installation of non-infiltration measures.

7) Duct Testing and Sealing

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

8) Appliance Repair & Replacement

All furnace or water heater repair and replacement performed by Contractor shall be performed in accordance with the P&P, Title 24 Requirements, and manufacturer warranties.

In the event Contractor detects a carbon monoxide (CO) or hazardous condition while conducting NGAT services on a gas furnace, in Owner occupied units only, the Contractor shall make the determination if furnace repairs are required and ensure that such work is performed by a licensed HVAC contractor.

In the event Contractor detects a carbon monoxide (CO) or hazardous condition while conducting NGAT services on a gas furnace, in Owner occupied units only, the Contractor shall make the determination if furnace replacement is required. Contractor shall notify CAP Riverside Representative, via fax or electronically, of its determination that a furnace replacement is required on any furnace prior to installation and shall include the following information in that fax or e-mail:

- a. All customer information (name, address, etc.)
- b. Type of Furnace (Make, Model and Serial Number)
- c. Age of furnace
- d. Estimated costs to repair unit (if applicable)
- e. Condition causing recommendation to replace

Based on information received, CAP Riverside will seek authorization from Southern California Gas Company to replace the furnace or may choose to conduct its own inspection prior to granting authorization. Contractor shall not engage in furnace replacement process until written approval from CAP Riverside has been received.

Contractor shall assign the manufacturer's warranty to the customer at the time of furnace installation.

Contractor shall provide a ninety (90) day warranty covering both parts and labor for appliance repairs and a one-year warranty covering both parts and labor for appliance replacements.

In the event Contractor detects a carbon monoxide (CO) or hazardous condition while conducting NGAT services on a gas water heater in an owner-occupied dwelling and replacement of the appliance is deemed necessary, Contractor shall seek CAP Riverside authorization, via fax or electronically, prior to replacement. Upon notification, CAP Riverside will seek authorization from Southern California Gas Company to replace the faulty water heater or may choose to conduct its own inspection prior to granting approval for replacement. Water Heater repair or replacement costs will be paid at the rates listed in the Compensation Schedule, attached.

Contractor shall comply with all permit and licensing requirements associated with appliance replacements.

Contractor shall notify the Owner in writing of any required corrections that are not covered under the Direct Assistance Program.

In the event a contractor installs infiltration measures and/or appliance services, the home is found to have inadequate Combustion and Ventilation Air (CVA) and venting

cannot be provided to ensure adequate CVA, CAP shall not paid contractor for such services.

9) **Quality Assurance & Inspection**

Contractor shall develop quality control procedures to ensure high quality workmanship practices in the installation of Program Measures and to ensure quality educational Services have been provided to the customer. CAP Riverside reserves the right, after notification to the Contractor, to modify procedures to ensure effectiveness and quality of the Program.

Weatherization and Appliance installations are inspected according to the appropriate California Conventional and Mobile Home weatherization Installation Standards (WIS) Manual. The purpose of these inspections is to ensure that all installations are completed according to program requirements. Contractor is obligated to make any appropriate corrections regardless of inspection date up to one (1) year after the installation.

Contractor shall maintain and forward records of all complaints, inquiries and resolutions to CAP Riverside as they are received and resolved. Contractor shall contact customer within **(24) twenty-four** hours of notification of complaint. In general all complaints or inquiries shall be resolved with **five (5)** business days.

In case of conflict over a complaint or inquiry resolutions, CAP Riverside shall be the sole judge as to the acceptability of the Contractor's resolution efforts.

If work does not pass CAP Riverside's verification inspections, CAP Riverside will inform the Contractor in writing. Any correction required as a result of a non-hazardous failed inspection must be made within **five (5)** business days from date of notification. Any correction required as a result of a hazardous deficiency, must be corrected within **(24) twenty-four** hours after oral or written notification from CAP Riverside.

CAP Riverside, at the expense of Contractor, may complete corrections not completed by Contractor within stated timeframes.

Three (3) failures within a 12-month period on the part of the Contractor to comply with the 30-day requirement for making corrections may result in a re-inspection fee of \$100 per occurrence, and/or CAP Riverside revoking its approval of the subcontractor involved, and/or a default under the Agreement.

10) **Invoicing & Reporting**

Contractor shall invoice CAP Riverside for the installed measures and services on weekly schedule during the term of the Agreement. Invoices shall include all documentation to support customer and dwelling eligibility and the amount invoiced.

For furnace repair and replacement services, Contractor shall bill CAP Riverside as described in the Furnace Invoice Instructions included.

Contractor shall retain copies of all invoices, back-up documentation, invoices, itemization of approved materials etc. for a minimum of **ten (10)** years and until authorized by CAP Riverside.

11) **Goals, Milestones & Performance Criteria**

Contractor shall be responsible for the achievement of the following targets, goals and milestones:

Month	June 1	Nov. 30
Minimum Installed Units	55	100
% of Installed Units Goal MTD	55%	100%

Failure to meet these milestones may result in a reduction of Contractor's unit allocation and associated funds.

Consistent failure on the part of the Contractor to attain the performance criteria discussed below may result in their removal from the Program.

- a. Contractor shall maintain an overall pass rate of 95% on all dwellings and Measures and services inspected. Pass rates are based on number of assigned homes and measures and services billed by Contractor.
- b. Contractor shall maintain an overall pass rate of 100% on all gas furnace repairs and replacements. A re-inspection fee of \$100 per occurrence will be assessed Contractor for each re-inspection required to achieve a pass condition on gas furnace inspections.

CAP Riverside's right to audit shall include all sources of income documentation for all customers. Customer Agreements with missing, incomplete, or incorrect income documentation are NOT eligible for Program Services. Contractor understands that it is not authorized to, and shall NOT contact customers to obtain proof of eligibility from the customer after the audit begins, CAP Riverside shall notify Contractor if a customer who has received Services has been found to be ineligible for the Services rendered under the Program and shall provide Contractor documentation used to determine customer's ineligibility. Contractor shall reimburse CAP Riverside within **ten (10)** days of receipt of an invoice from CAP Riverside for all monies paid in ineligible customer Agreements.

CAP Riverside reserves the right to observe outreach, assessment, energy education, and installation activities conducted by contractor. Contractor shall provide CAP Riverside with schedules of the above activities upon request.

In the event and Outreach Worker error rate, those errors resulting in customer ineligibility, exceeds 3%, the Outreach Worker may lose authorization to perform income eligibility, assessment and energy education activities for this Program.

12) CAP Riverside's Responsibilities

CAP Riverside shall provide all promotional and Program-related material as reasonable requested by the Contractor. Contractor shall be responsible for managing their inventory of promotional and Program-related material and shall provide CAP Riverside adequate lead-time to restock Contractor's inventory.

Contractor shall maintain sole responsibility to achieve the goals established under **Goals, Milestones & Performance Criteria** regardless of the number and quality of Leads generated through CAP Riverside's marketing efforts.

CAP Riverside shall inspect the Program documents and work performed to ensure compliance with Program standards and work performance.

CAP Riverside reserves the right to withhold payment or request refunds from the contractor for any work performed and invoiced in which the customer is ineligible for Program participation or for any work performed outside the scope of this agreement.

SCHEDULE A

WEATHERIZATION INVOICE INSTRUCTIONS

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

DOCUMENTATION REQUIRED WHEN INCOME QUALIFIED BY SCG

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

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

Multiple units (5 or more units)

- Multiple Property Master Agreement
- Customer Agreement- For each home receiving program services
- Household Income Worksheet- For each income qualified household
- Income documentation- For each income qualified household*
- Assessment Form- For each home receiving program services
- Work Order- For each home receiving program services
- NGAT Notice of Condition- When required
- Duct Testing and Sealing Work Order – When required.
- CFR-6R – When required.
- When available, a copy of the current gas bill should be kept in Contractor customer file.
- POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).

* Not required under Income Qualification Methods 1-4 as stated in SCHEDULE G.

DOCUMENTATION REQUIRED WHEN INCOME QUALIFIED BY AN OVERLAPPING IOU

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

- Customer Agreement
- Assessment Form
- Copy of electric IOU Program Application/Agreement*
- Work Order
- NGAT Notice of Condition- When required
- Duct Testing and Sealing Work Order – When required.
- CFR-6R – When required.
- When available, a copy of the current gas bill should be kept in Contractor customer file.
- POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).

Note: The NGAT Information Form is not required to be submitted with the invoice but a copy is to be maintained by the contractor in the customer file.

Multiple units (5 or more units)

- Multiple Property Master Agreement
- Customer Agreement- For each home receiving program services
- Assessment Form
- Copy of electric IOU Program Application/Agreement*
- Work Order- For each home receiving program services
- NGAT Notice of Condition- When required
- Duct Testing and Sealing Work Order – When required.
- CFR-6R – When required.
- When available, a copy of the current gas bill should be kept in Contractor customer file.
- POAs, management agreements or living trusts when applicable (see P&P Manual Section 2.6 for additional detail).

*Program Application/Agreement for each electric utility is as follows:

SCE - EMA Program Application

PG&E - EPP Certification Form - Income Verification and Customer Commitment

SDG&E - Customer Agreement

Note: The NGAT Information Form is not required to be submitted with the invoice but a copy is to be maintained by the contractor in the customer file.

ADDITIONAL INVOICING REQUIREMENTS FOR VARIOUS SCENARIOS

1) Combining Gas and Electric Measures to Meet Three Measure Minimum

For dwelling units where a minimum of three gas measures cannot be installed, DAP will allow contractors to combine both gas and electric measures to meet the three measure minimum.

For cases when electric measures are installed, contractor shall include the following additional documentation with the invoice:

- 1) Copy of electric IOU Program Application*

- 2) Copy of electric IOU Program Assessment Form, or copy of Installation Work Order for electric measure(s)**

* Program Application/Agreement for each electric utility is as follows:

SCE - EMA Program Application

PG&E - EPP Certification Form - Income Verification and Customer Commitment

SDG&E - Customer Agreement

** Copy of Program Assessment Form for each electric utility is as follows:

SCE - EMA Program Home Assessment Form

PG&E - EPP Certification Form - Home Assessment Form

SDG&E - In Home Assessment

If CFL's are used as the combined third measure and are installed at the time of assessment, then a copy of the Installation Work Order is not required as long as the CFL installation information is documented on the Program Assessment Form.

2) **CARE Post Enrollment Verified (PEV)**

- A screen print of the "Lead" screen showing the CARE Certified/Verified date within the past 12 months of applicant sign date (see below)
- A partially completed Household Income Worksheet with the following fields completed:
 - "60 years of age or older"
 - "Proof of Disability"
 - Total household occupants
 - Name of owner in the *Household Members* section for owner-occupied dwellings.

Note: A copy of the partially completed HIW **does not** need to be provided to the applicant.

3) **Categorical Eligibility**

- Current proof of a household member on one of the programs listed in SCHEDULE G

SCHEDULE B

APPLIANCE INVOICE INSTRUCTIONS

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

- Contractor name, address, and telephone number.
- Contractor's invoice number (optional).
 - Billing Address: Community Action Partnership
Of Riverside County
P.O. Box 5760
Riverside, CA 92517
 - Job Address: Customer name and address
Customer telephone, or message or neighbor's number
- Date repaired/installed
- Existing Location and Condition
- Description of Work Performed:
 1. Provide a general description of the primary task such as "Replace single wall furnace" or "Install new control valve."
 2. Provide a description of any incidental work such as "Installed vent cap on existing vent" or "Applied roof mastic to roof jack of existing vent."
 3. List and describe any subcontracted work. A copy of the subcontract invoice must be included.
 4. List or describe any other pertinent information in this section. Note special instructions or approval from the office. Note customer complaints or other customer comments here.
- Ownership documentation
 - Materials: All parts and materials used on each job must be listed.
- Brand Name and Model Number: All parts must include the brand name and model when applicable.
- Serial Number: Any item with a serial number, such as a furnace, must have the serial number listed. The serial number may be listed either in the *Materials* section or in a separate section of the invoice.
- Building permit number, and fee, if any. Copy of permit fee receipt must be attached.
- Sales tax amount, if any.
- Subcontracted work. List the amount of any subcontracted work. A copy of the invoice or receipt for subcontracted work must be attached. Invoice or receipt must include subcontractor's name, address, phone, and license number. Parts installed by a subcontractor should also be itemized.
- Total amount due for the invoice.

Appliance repair invoices shall be submitted with the weatherization agreements/invoices. If for some reason the appliance invoice cannot be submitted with the Weatherization invoice, contractor must complete the appliance repair and invoice within 45-days of Weatherization install date.

A customer signature shall be required after the installation of appliance measures to ensure they have been completed to the customers' satisfaction.

SCHEDULE C

GAS COMPANY DOCUMENTS, SIGNATURE REQUIREMENTS, TIME LINES AND DOCUMENTATION REQUIREMENTS

***Copies of documents/forms are available upon request and may change accordingly.**

DAP DOCUMENTS

Energy Education and Resource Guide is distributed to each qualified applicant at the time of program enrollment. Outreach Specialist must review the Energy Education and Resource Guide with the applicant at the time the applicant is signed up for the program.

DAP Welcome Letter is distributed to each qualified applicant at the time of program enrollment. Outreach Specialist must review the Welcome Letter with the applicant at the time the applicant is signed up for the program.

Household Income Worksheet (HIW) is used by Outreach Specialist to record the number of household members and calculate the total household income. Applicant and Outreach Specialist must sign and date the worksheet. It must be completely filled out and attached to the Customer Agreement. NOTE: only the "Total Household Income" amount may be rounded. An HIW is required for all enrollment types except when household has been qualified by other IOU. If other IOU has done the qualification a copy of other IOU's enrollment is required in lieu of the HIW.

Customer Agreement is for So Cal Gas single-family or multifamily units. The document must be completely filled out, including the statistical data section. The owner, tenant (if applicable), and Outreach Specialist must sign and date this document.

Multi Property Agreement must be signed and dated by the owner or an authorized representative for multiple unit dwellings where owner signature is not provided on the Customer Agreement form. Individual Customer Agreements must be signed by the tenants prior to any work being performed in the units.

Notice of Unsatisfactory Condition must be provided to customer when a hazardous condition is discovered on the premises and may not be corrected immediately by the contractor.

Assessment Form (or approved contractor assessment form) is used to identify program services which may be feasible to install in the home. All measures that are not being recommended must include a non-feasibility code on the form.

Weatherization Work Order (or approved contractor work order) is used to identify program services installed in the home.

Appliance Work Order is used to identify appliance program services repaired or replaced in the home.

Duct Testing and Sealing Work Order form is used to record duct testing and sealing information when performed as a program measure or for Title 24 compliance.

CF6R is used to record duct testing and sealing information for furnace replacements that fall under Title 24 duct testing and sealing requirements.

For cases where Contractor uses approved contractor work order and a unit is leveraged with state funds, then documentation submitted with the agreement/invoice will be either:

- The contractor work order form with the measures being billed to DAP clearly highlighted, or
- The "DAP Work Order" form specifying the measures being billed to DAP and the words "Leveraged" on the customer signature line. The customer does not need to sign the "DAP Work Order" since the customer signature will be on the approved contractor work order form.

For those cases when a unit is not leveraged with state funds, the customer signature is on an approved contractor work order form and the contractor chooses to submit the "DAP Work Order" form with the agreement/invoice, contractor shall include the words "Customer signature on file" on the customer signature line.

A customer signature shall be required after the installation of weatherization measures to ensure they have been completed to the customers' satisfaction. The location of the signature will depend on the form being used by the contractor (approved contractor work order form or "DAP Work Order" form).

Non-feasibility codes shall be included on any submitted "DAP Work Order" for those SoCalGas eligible measures and specific minor home repairs as stated in Section 7.3.1 of the P&P Manual. At this time, contractors using approved work order forms have the option of recording non-feasibility information by either:

- Using SoCalGas non-feasibility codes, or
- Providing written detail as to why the measure(s) was not installed.

DAP Signature Requirements

The applicant and Outreach Specialist must sign and date the Customer Agreement and the Household Income Worksheet where indicated. Payment for Customer Agreements with missing signatures will be disallowed or charged back.

An Outreach Specialist's signature verifies that he/she has asked for, reviewed, and documented all household income from all household members. His/her signature also verifies that the applicant has received a DAP Welcome Letter, an Energy Education and Resource Guide, and has received in-home energy education from Outreach Specialist. Additionally, the Outreach Specialist's signature verifies that all customer interaction has been conducted by the

DAP certified Outreach Specialist signing the paperwork. The applicant (or authorized representative) must also sign the DAP work order and the DAP Notice of Condition (if issued).

All applicants' signatures must be witnessed if printed, illegible, or an "X" or other mark is used. If printed or illegible signature, one witness is required (Outreach Specialist or installer can be the witness). If an "X" or other mark is used, two witnesses are required (Outreach Specialist can be one witness, and a neutral party must be the other witness). Witnesses must print and sign their full names (initials are not acceptable). All witnesses and applicants must be at least 18 years of age or older.

Signing an applicant's name or allowing someone other than the applicant to sign applicant's name on any DAP document is considered forgery and will result in immediate de-certification of the individual(s) involved.

Contractor may obtain via US Mail Multi Property Agreements signed by Legal Property Owner or Legal Property Owner Authorized Representative with the following requirements:

1. Legal Property Owner or Legal Property Owner Authorized Representative is located outside of Contractor's service territory.
2. Contact with Legal Property Owner or Legal Property Owner Authorized Representative is made by a DAP certified Outreach Specialist.
3. Acceptable Ownership documentation is provided directly by Legal Property Owner or Legal Property Owner Authorized Representative.

Outreach Specialist is required to meet with Legal Property Owner or Legal Property Owner Authorized Representative, collect and witness signatures and verify home ownership in person for Legal Property Owner or Legal Property Owner Authorized Representative who live within Contractor's service territory.

Additional requirements

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

Living Trust:

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

Power of Attorney

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

Management Agreement

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

Property Owned by a Company or Corporation

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

Time Lines

Contractor has:

- 30 calendar days from lead creation to enrollment date
- 10 calendar days from enrollment to data entry of customer agreement and assessment workflow steps.
- 45 calendar days from enrollment date to data entry of work order measures.
- 14 calendar days from when the Work Order work flow step is closed to submit accurate paperwork.
- 14 calendar days to correct and data enter a non-hazardous fail.
- 24 hours to correct and data enter a hazardous fail.
- 45 calendar days from Wx installation date to complete appliance repair.*
- 45 calendar days from DAP approval notification date for appliance replacement.*
- 14 calendar days from date of appliance repair or replacement to data enter results.

* Appliance repair and replacement not addressed within 45 days of Wx installation date or DAP approval notification date may be given to another contractor. Comments need to be added to enrollment if work is "in progress".

Notes concerning time lines

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

SCHEDULE D

DAP ADVERTISING/PROMOTION POLICY FOR CONTRACTORS

Direct Assistance Program

Advertising/Promotion Policy for Contractors

Do's

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

Don'ts

- No unauthorized use of The Gas Company name and/or logo is permitted for advertisement or any promotional applications. The Gas Company name and logo are registered trademarks, protected under trademark laws, and all rights are reserved by the trademark owner.
- Via the 2005 contract, Contractor shall perform DAP Services as an independent contractor and no principal-agent or employer-employee relationship or joint-venture or partnership shall be created with Company.
- Use of The Gas Company identity on contractor apparel or business cards is strictly prohibited, in order to prevent potential misrepresentation or the perception of implied endorsement.
- Per section 3.3.3 in the P&P (Other Work), the contractor is prohibited from selling other services to the customer or charging the customer for any other service.¹

Per Section 3.2.1 of the P&P (Promotional Guidelines), only promotional materials approved by the Utility Program Manager may be used to promote participation in the LIEE Program. Any uncertainty as to the use of the Southern California Gas Company name and/or logos, including The Gas Company and SoCalGasSM, in any advertisement or promotional application should be directed to the DAP Energy Programs Manager

Any unauthorized use of the Southern California Gas Company name, logos and/or trademarks, including The Gas Company® and SoCalGasSM, may lead to the contractor's termination from the Direct Assistance Program and possible legal action.

¹ Note that this provision does not preclude the possibility of requiring a co-payment for the installation of one or more measures, if approved by the utility.

SOUTHERN CALIFORNIA GAS COMPANY

SCHEDULE E

OUTREACH SPECIALIST DAP ID BADGE POLICY

Outreach Specialists who do not have an "active" ID badge will not be permitted to enroll customers for DAP services. This includes Outreach Specialists who have an ID badge status of "expired".

Renewals must be submitted to the DAP office no later than two business days prior to expiration date. Renewals that are submitted after this deadline are subject to a \$50 processing fee (charged to the Wx contractor). Outreach Specialists cannot conduct outreach activities without an active DAP ID badge. All agreements/invoices enrolled by an Outreach Specialist with an "expired" ID Badge (at the time of enrollment) will be rejected and not paid.

It is the Contractor's responsibility to ensure that their Outreach Specialist's CSLB HISR is current. Contractor shall notify the Company of relevant changes in the status of an Outreach Specialist's HISR.

DAP ID Badge Request Process

Please follow the process below when requesting a **NEW** DAP ID badge.

- Email Rosie Magana at rmagana@semprautilities.com and Craig Allen at cdallen@semprautilities.com with the following information:
 - Legal Name as it appears on a secondary picture ID, or HISR
 - Copy of secondary picture ID or HISR
 - Badge type (Outreach, Installer, ARRP etc)
 - Copy of Specialist Profile Form if one is not already in file
 - Class date or picture file if employee has not attended class yet
 - Hire date

RENEWALS AND REPLACEMENT badge request should follow the process below.

- Email Rosie Magana at rmagana@semprautilities.com and Craig Allen at cdallen@semprautilities.com with the following information:
 - Legal Name as it appears on a secondary picture ID, or HISR
 - Copy of secondary picture ID or HISR
 - Current or Expired DAP ID badge number
 - Current and active HISR (if required)
 - Reason for renewal (renewed HISR, or lost, stolen, damaged, etc)
 - Copy of Specialist Profile form if one is not already in file

SOUTHERN CALIFORNIA GAS COMPANY

SCHEDULE F

DUCT TESTING AND SEALING

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

Title 24

When a FAU is replaced and invoiced to DAP for Climate Zones 2 & 9-16, or another Climate Zone identified by the local jurisdiction, the following high-level requirements apply:

- 1) HVAC Contractor must ensure duct leakage is an acceptable percentage of fan flow or initial leakage. Acceptable is defined as follows:
 - a. Measured duct leakage must be less than 15% of fan flow, or
 - b. Measured duct leakage to outside must be less than 10% of fan flow, or
 - c. Measured duct leakage must be reduced by more than 60% compared to measured duct leakage prior to the alteration, with visual inspection and smoke test by a HERS Rater*.
- 1) On each job where an acceptable duct leakage percentage cannot be achieved:
 - a. All accessible ducts must be sealed by the Contractor, and
 - b. A HERS Rater* must verify duct sealing with a visual inspection and smoke test.
- 1) Exceptions: Duct testing and sealing requirements do not apply to the following duct systems:
 - a. Total length of ducts located in unconditioned space is less than 40 linear feet.
 - b. Ducts are constructed, insulated, or sealed with asbestos.

Additional detail regarding Title 24 requirements can be found at the following website:
<http://www.energy.ca.gov/title24/>

***Note: HERS rater verification requirement is not the responsibility of the contractor.**

DAP Office will assign a HERS rater to perform the verifications.

Measure

When a dwelling unit with an FAU does not receive duct testing and sealing under Title 24, the following high-level requirements apply:

- 1) Duct testing and sealing as a measure will be offered only in Single Family and Mobile Homes.

- 2) Duct testing and sealing as a measure will be offered in all Climate Zones for homes with Natural Gas Space Heating provided by the IOU.
- 3) Duct sealing is not required unless initial leakage is at least 28% of airflow.
- 4) In order to be considered as a Program measure, potential duct leakage reduction must be at least 13% of total fan flow.
- 5) For a duct system to be considered sealed,
 - a. The duct leakage reduction must equal or exceed 13% of airflow and the final duct leakage must be reduced to less than 15% of airflow, or, if this cannot be reached;
 - b. All accessible duct leaks must be sealed as verified by a smoke test.
 - c. Non-feasibility Criteria: Refer to P&P Manual.

Duct System Fails

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

SOUTHERN CALIFORNIA GAS COMPANY

SCHEDULE G

INCOME QUALIFICATION METHODS

Methods for Income Qualification

Outreach Specialists shall utilize the most appropriate income qualification method when enrolling customers and the methods are as follows:

1). Self-Certification

PRIZM Codes

The HEAT System contains demographic/census type information for each account and customer in the form of a PRIZM Code. The CAP Riverside provides the Contractor the ability to use these codes to identify low income customers in specific areas of the service territory and allowing those customers to enroll into the LIEE program by self-certifying their income.

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

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

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

2) CARE Post Enrollment Verified (PEV) Accounts

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

3) Income Qualified by An Overlapping IOU

Income documentation and calculations are not required for customers income-qualified for an overlapping electric IOU as long as:

- The electric IOU Program Application/Agreement enrollment date is on or before the SCG DAP enrollment date.
- The electric IOU Program Application/Agreement enrollment date is within the past 12-months of the customer's signature on the Customer Agreement (DAP enrollment date)

4) Categorical Eligibility

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

5) Full Income Documentation

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

Original eligibility documents (check stubs, bank statements, award letters, mortgage statements etc) are not to be collected. Only copies of eligibility documents should be collected.

The utility will periodically audit income documentation retained by the contractor.

Instructions:

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

Regular Paycheck Stub

A regular pay check stub must include the following:

- Beginning and ending pay periods (NO CERTIFICATIONS)
- Weekly paycheck stub must represent a minimum of 35 or more hours.

- Bi-weekly and Semi-monthly stubs must represent a minimum of 75 or more hours.
- If the number of hours is not displayed, the paycheck stub must have hourly rate and must calculate using the hourly method.
- Paycheck stubs must be dated within one month from sign date.

If the above criteria are met, income must be calculated using the methodologies below:

HOURLY:

Hourly rate is multiplied by 2080 hours

WEEKLY:

- Obtain ONE check stub dated within ONE month from sign date
- Multiply gross amount by 52

BI-WEEKLY:

- Obtain ONE check stub dated within ONE month from sign date
- Multiply by 26

SEMI-MONTHLY:

- Obtain ONE check stub dated within ONE month from sign date
- Multiply by 24

MONTHLY:

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

Non Regular Paycheck Stub

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

WEEKLY:

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

BI-WEEKLY:

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

SEMI-MONTHLY:

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

MONTHLY:

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

STATE OF CALIFORNIA-UNEMPLOYMENT AND/OR DISABILITY BENEFITS:

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

CALCULATING INCOME WHEN CUSTOMER PROVIDES YEARLY DOCUMENTATION (ONLY ACCEPTED FROM JAN 1 – JUNE 30)

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

Additional Income Documentation

In addition to the income documentation requirements in Table 2-3 of the Policy and Procedures Manual, the following documentation will also be accepted:

- Alimony or child support payments- Affidavit from recipient
- Disability benefits, foster care payments, unemployment benefits, VA benefits, or specialist's compensation- Bank statement showing direct deposit.
- Food stamps- Notice of Action
- Pension or 401k payments or withdrawals- Bank statement showing direct deposit
- Social Security payments- Copy of un-cashed check or current 1099
- Bank statements must show source of all deposits

Affidavits must be hand written (pre-printed forms are not allowed) by the person receiving the income and must include the following:

- Name of household member receiving income
- Contact telephone number
- Date affidavit was written
- Type of business (Including business name and address)
- Amount of income
- Frequency of income
- Printed name and signature of self-employed household member (or employer, if affidavit is for cash employee)

Affidavits documenting cash wages from one employer cannot be used if the employee receives a paycheck stub.

Although YTD (year to date) is not a calculation method, YTD earnings must be considered when calculating income. For example: If YTD income (from check stub) exceeds the income allowance, customer does not qualify.

If income tax returns are used, a copy of the current signed and dated federal income tax filing showing gross annual income, and copies of any 1099's, W-2's, Schedule C's etc are required. Additionally, federal income tax filings and 1099's are only accepted from January 1st through June 30th, and only for the current tax year.

It is the responsibility of the contractor to ensure that only approved income and or ownership documentation is used to determine customer eligibility. In the event that unapproved income, ownership documentation is submitted, payment may be disallowed.

SCHEDULE H

CATEGORICAL ELIGIBILITY

Description

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

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

Policy:

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

Attachment C
2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHEDULE

FAU Parts (repair invoice cost not to exceed \$500 without written consent from Company)

Part	Total
Circuit Board	\$100.00
Fan Motor	\$132.00
Fan Relay	\$22.00
Fan Switch (temp actuated)	\$32.50
Flame Sensor	\$49.00
Gas Control Valve- Millivolt	\$162.00
Gas Control Valve- 24 volt	\$114.00
Gas Control Valve- 5 wire gas valve	\$158.00
Gas Control Valve- "Smart valve"	\$203.00
Hot Surface Igniter	\$48.00
Ignition Module	\$163.00
Line Valve	\$21.50
Flex Connector	\$21.00
Pilot Assembly	\$49.00
Thermocouple 24"	\$20.00
FAU- Non-programmable thermostat	\$71.00
FAU- Programmable thermostat	\$85.00
Thermostat Wires	\$35.00
Transformer	\$28.00
Vent Cap	\$26.50
Filter	\$18.00
4" vent pipe- 8 feet or less	Material = \$7.95/foot + \$17.25 labor
4" vent offset	\$32.00
Electrode	\$43.00
Raceway	\$28.00

Furnace Repair for Parts/Material Not Listed Above (use labor rate of \$51.55/hr)

Material Cost	Markup
0-\$50.00	100%
\$50.01-\$150.00	75%
Over \$150.00	50%

- For parts not listed, a document on vendor letterhead showing part and price must be included with the invoice

DUCT TESTING AND SEALING

SERVICES/FEEES	UNIT	MATERIAL	LABOR	TOTAL
Duct Testing	p/home	-	-	\$98.00
Duct Sealing - 60 minutes or less	p/home	Inc in total	-	\$98.00
Duct Sealing - 61-90 minutes	p/home	Inc in total	-	\$148.00
Duct Sealing - greater than 90 minutes	p/home	Inc in total	-	\$197.00
Admin Fee	\$10/home	-	-	\$9.00

- "TOTAL" column is rounded to nearest \$1.00

DUCT BOARD INSTALLATION

SERVICES/FEEES	UNIT	MATERIAL	LABOR	TOTAL
Duct Board Installation	p/home when applicable			\$56.75

Note: Minor caulking/sealing of the platform is not considered "Duct Board Installation".

- "TOTAL" column is rounded to nearest \$.25.

WATER HEATER REPAIR & REPLACEMENT

Water Heater	Replacement Price	Repair Price - Wx Crew
All sizes	\$760 (includes cost of appliance, incidentals, flue CO test and installation).	\$100
Permit	Actual Cost	

Attachment C
2008 SOUTHERN CALIFORNIA GAS COMPANY DIRECT ASSISTANCE PROGRAM SUB-CONTRACTOR PAYMENT SCHEDULE

WATER HEATER ENCLOSURE, SLAB AND STAND

Shall only be done in conjunction with water heater replacement

SERVICES/FEES	UNIT	MATERIAL	LABOR	TOTAL
24" Enclosure	each			\$172.00
30" Enclosure	each			\$182.00
24" Slab	each			\$33.00
30" Slab	each			\$62.00
24" Stand	each			\$73.00
30" Stand	each			\$83.00

MISCELLANEOUS APPLIANCE ITEMS

Furnace Repair- Applicable only when furnace fails CO test or is INOP and does not require parts to make operational (Includes labor and flue CO Test).	\$85
Dual Pacs - Repair Exceeds Cap	\$75
Appliance jobs canceled by customer - Requires customer signed waiver	\$50
Return trip to customer home when appliance is beyond the warranty period. Requires DAP approval prior to returning to customer home.	\$50