

AGREEMENT FOR WEATHERIZATION INSTALLATION SERVICES

This Agreement for Weatherization Installation Services (“Agreement”) is hereby made as of the Agreement Date set forth below by and between The Del Norte Senior Center, (“DNSC”), and _____ (“Contractor”).

WHEREAS, DNSC receives periodic allocation of funds from the State Department of Community Services and Development to provide Low Income Household Energy Assistance Program (LIHEAP) weatherization and Emergency Heating and Cooling Services (EHCS), water heater repair and replacement services to Del Norte County; and

WHEREAS, DNSC has entered into a contract with Pacific Power & Light (PP&L) to provide weatherization and energy efficiency services to low-income households in Del Norte County; and

WHEREAS, Contractor has the required expertise, licensure, training and staff to perform the services required to install weatherization, health and safety, and energy efficiency measures as required under these contracts;

NOW, THEREFORE, In consideration of the Services to be rendered and the sums to be paid therefore, and each and every covenant and condition contained herein, the parties agree as follows:

1. TERM. The effective date of this Agreement will begin on _____ and end on September 30, 2023. Subsequent terms may be negotiated as allowed by the DNSC’s funding agencies and Federal procurement guidelines. All services and payment is contingent on receipt of allocations of funding designated to perform the work in this Agreement.

2. GENERAL

- a. The specific forms, protocols, policies and procedures governing the day-to-day conduct of business between DNSC and Contractor will be developed and agreed-upon separately and may change from time to time as the parties deem necessary. All agreed-upon policies and procedures affecting this Agreement are incorporated herein by reference.
- b. At all times, Contractor and his employees will conduct themselves in a professional manner as representatives of DNSC and its energy programs. Contractor and his employees and subcontractors will maintain job sites as drug, alcohol and tobacco-free.
- c. Contractor shall abide by all health and safety standards for the construction profession and the specific work being performed, including, but not limited to, those issued by OSHA and Cal-OSHA, EPA Lead-Safe work and other relevant standards.

3. SERVICES PERFORMED BY DNSC.

- a. DNSC will conduct all eligibility determination and client education activities for clients in need of services to be performed under this agreement. DNSC will insure that all documentation necessary to perform weatherization services is collected and completed, including property ownership verification and permission; historic preservation status; and other eligibility documentation as required by program guidelines.
- b. DNSC will perform assessments of qualifying homes to determine the work to be performed and the specific contracts to which work will be billed. Assessments may include pre-installation diagnostic testing.
- c. DNSC will provide Contractor with an authorized work order detailing the work to be performed. DNSC will process any work order change requests in a timely manner to prevent undue delay of work.
- d. DNSC will conduct post-installation inspection and diagnostic testing to insure the accuracy and quality of work performed.

4. SERVICES PERFORMED BY CONTRACTOR.

- a. The Contractor will obtain the necessary permits as required by state and local building codes for the work to be performed and will insure that these permits are properly inspected and closed out.
- b. The Contractor will perform weatherization installation services as indicated in authorized work orders provided by DNSC.
- c. The Contractor will initiate work order change requests using forms specified by DNSC if, during the course of work, a change to the approved work order is considered necessary.
- d. Contractor will perform all work in accordance with the CSD and PP&L Agreements in effect for the specific work to be performed; all associated installation standards, field guides and policies and procedures; all applicable CSD Program Notices (CPN's); and all applicable local, state and federal laws, regulations and codes for the work being completed, all of which are incorporated into this Agreement by reference. Any cost disallowed by CSD or PP&L for failure to perform work according to these requirements will be repaid by the Contractor within 30 days' notification of the disallowance.
- e. Payment for completed jobs is contingent on passing DNSC's post-inspection. Contractor will correct any deficiencies noted in DNSC's post-inspection within 5 working days of being notified of the deficiency.
- f. Work performed under this Agreement is also subject to post-work inspection by third-party inspectors working on behalf of CSD and PP&L.

Contractor will correct any work that does not pass these inspections at its own expense within 10 days of being notified of a failed inspection.

- g. Contractor will guarantee all work for a period of not less than one year, and will repair or replace defective work within 30 days of being notified of same.

5. TRAINING. Contractor and any of Contractor's employees who will perform work under this Agreement will participate in both initial and ongoing training as required by DNSC and by CSD. DNSC will pay the costs of training to the full extent allowed by its funding sources.

6. PAYMENT.

- a. DNSC will either pay directly or reimburse Contractor for actual costs and employee time associated with training required to enable Contractor to perform the work to applicable state and federal program standards. Such training must be approved by DNSC prior to incurring costs.
- b. Following satisfactory inspection completed work, DNSC will reimburse contractor for the cost of approved weatherization installation services according to negotiated Weatherization Measure Pricing schedules that shall be reviewed as necessary and appropriate.

DNSC will not reimburse Contractor for any installed measures that were not approved prior to work being completed; and will not reimburse Contractor for any measures that were approved but not installed.

Contractor will submit invoices in the form specified by DNSC for completed work performed no later than the 10 days after work is completed and any permits were inspected and signed off by the appropriate building department. If permit fees or disposal of old appliances or other used materials was required as part of job costs, a receipt for these costs must be included with billing. For all jobs requiring a permit, a copy of the completed, inspected permit is required to be submitted with billing.

DNSC will submit all invoices for completed and successfully post-inspected jobs received during a month to the funder by the 15th of the following month. Payment for invoices will be made no later than 30 days thereafter.

DNSC will not pay Contractor for meals, lodging or other travel costs not included in this Agreement unless such costs are approved in advance by the DNSC representative who executed this Agreement, or his/her designee. If DNSC pays Contractor for meals, lodging or other travel costs, DNSC will pay according to its adopted travel policies. Services performed by Contractor and not authorized in this Agreement will not be paid for by DNSC. Payment for additional services will be

made to Contractor by DNSC if, and only if, this Agreement is amended by both parties in advance of performance of any additional services.

5. FACILITIES AND EQUIPMENT. With the exception of specialized diagnostic equipment, Contractor will provide its own facilities, equipment and materials as may be necessary to facilitate the provision of services under this agreement, except as may otherwise be necessary and agreed upon between Contractor and DNSC's designated representative.

Equipment provided by DNSC for Contractor's use will be maintained in good working order for its expected life span. Equipment damaged by Contractor or his employees will be replaced by Contractor. Equipment that has reached the end of its useful life through normal wear and tear will be replaced by DNSC.

6. DESIGNATED REPRESENTATIVES. Charlaine Mazzei is the representative of DNSC and will administer this Agreement for DNSC. _____ is the authorized representative for the Contractor.

7. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, Contractor will be responsible for Contractor's own operating costs and expenses, property and income taxes, and any other costs and expenses in connection with the performance of services under this Agreement. Contractor is responsible for obtaining and maintaining its own workers compensation coverage. Contractor agrees that its employees will not be employees of DNSC. DNSC will not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement, provided they are performed according to contractual and programmatic requirements.

8. LICENSES, PERMITS, ETC. Contractor represents and warrants to DNSC that it has all licenses, permits, qualifications and approvals legally required for Contractor to perform the services under this Agreement. If at any time Contractor ceases to have the licenses, permits, qualifications or approvals required for Contractor to perform this Agreement, Contractor will immediately notify DNSC and this Agreement may be terminated at DNSC's sole discretion.

9. STANDARD OF PERFORMANCE. Contractor will perform all services required pursuant to this Agreement in accordance with the applicable funding contract for the work being performed; the most current CSD and PP&L Weatherization Installation Standards, field guides and policies and procedures; the Uniform Building Code; local city and County building codes and the highest quality standards of the profession.

10. REQUIRED CERTIFICATIONS. Vendor certifies and assures that it will comply with the following provisions as federally-mandated under the Low Income Home Energy Assistance program in regard to energy fuels and related services provided to eligible households:

- a. No household receiving assistance under this program will be treated adversely because of such assistance under applicable provisions of State law or public regulatory requirements;
- b. Vendor will not discriminate, either in the cost of the goods supplied or in the services provided, against the eligible households on whose behalf payments are made; and
- c. Vendor will allow representatives of DNSC, and/or the State, access to records relating to payments for households for the purpose of verification of compliance with these assurances.

11. CLIENT CONFIDENTIALITY. Vendor will maintain the confidentiality of clients served under this Agreement. Vendor will not disclose to anyone other than the authorized representatives of DNSC or the State any personally identifiable information for any client receiving assistance under this Agreement. Vendor will limit the disclosure of information to those employees whose job duties require information in order to carry out the duties required under this Agreement.

12. INDEMNITY. Contractor will defend, indemnify, and hold harmless DNSC, and its elected and appointed officers, agents and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Contractor in the performance of services rendered under this Agreement. Contractor will provide DNSC with a certificate of liability insurance for the work to be performed under this Agreement naming DNSC as an additional named insured. Contractor will also provide a copy of proof of worker's compensation insurance covering its employees who perform work under this Agreement.

13. INSURANCE. Contractor will carry the following insurance in full force and effect for the duration of this Agreement. All policies with the exception of Workers Compensation will name DNSC as an additional named insured.

- a. Workers compensation insurance.
- b. Fidelity Bond to include Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud or their equivalents.
- c. General Liability insurance in an amount not less than \$500,000 per occurrence.
- d. Vehicle insurance in an amount not less than \$500,000 for each person and each accident for bodily injury and in an amount not less than \$500,000 for each person and each accident for property damage. Insurance should include non-owned and non-hired coverage if employees are allowed to drive their own vehicles for work purposes.

14. TERMINATION. DNSC and Contractor will each have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other party.

Either party may terminate this agreement immediately for cause if the other party materially fails to perform its obligations as defined in this Agreement. Material failures may include, but are not limited to failure to perform work to the requirements and standards defined in Paragraphs 1, 2, and 9. For the purposes of termination for cause, a material failure to perform will not include correctable deficiencies in work or documentation that are corrected immediately upon discovery. Material failure to perform will also not include occasional errors, omissions, or delays that may occur in the good faith performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this, the ____ day of _____, 2019.

DNSC

CONTRACTOR

By: _____
Charlaine Mazzei, Executive Director
Del Norte Senior Center

By: _____