

**CONTRACT FOR SERVICES  
WEATHERIZATION ASSISTANCE FOR LOW-INCOME PERSONS**

BETWEEN  
**ERIE COUNTY HOUSING AUTHORITY**  
(Hereinafter referred to as AGENCY)

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AND

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(hereinafter referred to as CONTRACTOR)

WHEREAS, the Commonwealth of Pennsylvania, Department of Community and Economic Development, hereinafter referred to as the DEPARTMENT, has selected the AGENCY as the local service provider for Weatherization services under the Weatherization Assistance Program for Low-Income Persons and:

WHEREAS, the AGENCY has selected the CONTRACTOR to assist the AGENCY in performing Weatherization services; and

WHEREAS, the CONTRACTOR is agreeable to providing Weatherization services, the scope of which has been mutually determined by the AGENCY and the CONTRACTOR.

***I. SCOPE OF SERVICES***

***A. Purpose of Contract***

The purpose of this CONTRACT is to enable the CONTRACTOR to retrofit/replace gas and oil-fired furnaces in dwelling units occupied by eligible low-income households as identified by the AGENCY. All retrofit work performed must be completed in the manner prescribed by AGENCY guidelines, DEPARTMENT Field Standards, Federal Regulations, local codes and ordinances, and Utility Company Regulations.

***B. Effective Dates***

The CONTRACT shall take effect on **October 15, 2024** and shall terminate on or before **September 30, 2025** (See X. Termination of Contract).

***II. TRAINING REQUIREMENTS***

***A. Certification for Training-Lead Safe Work Practices***

CONTRACTOR must attend, at a minimum, a one-day training for “Lead Safe Work Practices”. A copy of the Completion Certificate or proof of attendance must be provided to the AGENCY. Additional training requirements may be necessary in the future, to be determined by the DEPARTMENT.

**B. All employees of the CONTRACTOR must provide proof of completion of OSHA 10 Construction Industry, PA Wx Program Fundamentals (BPX101) online course and in-person CAZ Training through the Clean Energy Center.**

***III. ALLOWABLE EXPENDITURES***

Subject to the terms of this CONTRACT, the AGENCY will issue a Proceed Order which includes the initial test results and AGENCY comments. In the event that the CONTRACTOR determines that the cost of the job will exceed \$500.00, the AGENCY must be notified immediately for approval/disapproval of the work. Unless prior AGENCY approval is given, no costs will exceed those listed in Attachments “IV” and “V” of this Contract, Maximum Allowable Expenditures.

**CONTRACTOR will invoice AGENCY for a one-time cost of \$250.00 to complete MANDATORY TESTING. See separate form, MANDATORY TEST REQUIREMENTS.**

***IV. RECORDS AND ACCOUNTS***

**A.** The CONTRACTOR, at its principal office or place of business shall maintain, using accepted procedures, complete and accurate records and accounts reflecting all matters and activities covered by this CONTRACT. At any time during normal business hours and as often as the AGENCY deems necessary, the CONTRACTOR shall make available for inspection by the AGENCY, DEPARTMENT, or the Comptroller General of the United States or any of its duly authorized representatives, all of its records with respect to all matters covered by this CONTRACT and will permit the AGENCY or DEPARTMENT to examine and make copies of such records. All required records shall be maintained by the CONTRACTOR for a period of three (3) years from the date of

CONTRACT, except in cases where unresolved audit issues may require maintaining some or all records for a longer period.

B. The CONTRACTOR shall furnish to the AGENCY reports and completion records in such form and quantity as the AGENCY may from time to time require.

## **V. FISCAL PROVISIONS**

### **A. Compensation**

1. The AGENCY reserves the right at its sole discretion to decrease the maximum amounts payable under this CONTRACT or to modify the Proceed Order provided; however, the AGENCY shall furnish the CONTRACTOR written notice of the decrease in maximum amount or the modification of the Proceed Order at least fifteen (15) days prior to the effective date of such decrease; and provided further that the AGENCY shall reimburse the CONTRACTOR, in accordance with the rates and conditions specified in this CONTRACT, for work undertaken prior to the receipt of the AGENCY'S notice.

2. Under no circumstances shall the COMMONWEALTH of PENNSYLVANIA, THE DEPARTMENT OR AGENCY be liable for any expenses exceeding the amount stated in this CONTRACT or Amendments hereto.

### **B. Bonds, Insurance and Certification Requirements**

#### **1. Performance Bonds**

The CONTRACTOR shall furnish a Performance Bond in the amount of \$5,000 in the beginning of the CONTRACT as security for the faithful performance throughout the CONTRACT.

2. Insurance-CONTRACTOR must list the AGENCY as an additional insured and certificate holder on all insurance policies.

a. Manufacturers and Contractors Liability Insurance (including Completed Work Coverage) the minimum coverage shall be \$500,000 combined coverage, which shall include \$500,000 for each occurrence and \$100,000 for property damage.

b. Worker's Compensation - The CONTRACTOR shall maintain adequate levels of Worker's Compensation Insurance to provide coverage for all necessary personnel.

## **VI. INVOICING PROCEDURES**

The CONTRACTOR shall submit invoices on a form acceptable to, and in conformance with instructions issued by and/or supplied by the AGENCY. Invoicing by the CONTRACTOR shall take place at the completion of all assigned dwelling units. The AGENCY will then perform a post inspection of the work completed.

Payment of the invoice shall be made by the AGENCY, usually within thirty (30) days. Factors which could delay payment would be an inability of the AGENCY to conduct post-inspection of the dwelling unit and/or call back due to the CONTRACTOR'S incomplete or unacceptable workmanship. A re-inspection of the dwelling unit would occur thereby delaying invoice payment. **Invoice by the CONTRACTOR and payment by the AGENCY will be made on a per home basis and invoices will be paid only after receipt of completed customer forms and photographs as well as final inspection by the AGENCY.**

## **VII. ASSIGNMENT, TRANSFER, COLLATERAL USE**

The CONTRACTOR shall not assign any interest in this CONTRACT, nor shall any interest be transferred by notation or assignment without prior written approval by the AGENCY.

The CONTRACTOR may, however, assign all claims for compensation due or to become due and payable from the AGENCY under this CONTRACT to a bank, trust company, or other financial institution as collateral with the prior written approval of the AGENCY, provided however that both the CONTRACTOR and bank, trust company, or financial institution shall promptly notify the AGENCY in writing of such assignment and intended collateral use. Approval of this assignment does not establish any legal relationship between the DEPARTMENT or the AGENCY and any such bank, trust company or other financial institution or any other third party; and under no circumstances shall the DEPARTMENT be held liable for any act or omission committed pursuant to such an assignment.

The CONTRACTOR shall not subcontract any work under this CONTRACT without prior approval of the AGENCY.

## **VIII. MECHANICS' LIEN**

A. The CONTRACTOR, and his heirs, successors or assignees agree not to file or otherwise assert, prosecute, suffer, or permit mechanics or materialmen's liens to be filed or continued against any property on which the CONTRACTOR performs work pursuant to this CONTRACT. In the event that any such lien shall nevertheless be filed, the CONTRACTOR agrees to take all steps necessary and proper for the release and discharge of such lien in the manner required by Pennsylvania Law. In default of performing such obligation, the CONTRACTOR agrees to reimburse the owner of the property for all moneys paid by the owner in releasing, satisfying, and discharging such liens, including reasonable attorneys' fees.

B. Article VII. No. 1., would not apply if the CONTRACTOR has supplied a Mechanic's Lien Waiver to the AGENCY.

**IX. TEMPORARY SUSPENSION OF CONTRACT**

If, at any time during the period covered by this CONTRACT, it is the opinion of the AGENCY and CONTRACTOR that the desired program cannot be continued in such a manner as to adequately fulfill the intent of statute or regulations, due to act of God, strike, or other disaster, the AGENCY may, at its discretion, upon two (2) days written notice to the CONTRACTOR, suspend the CONTRACT indefinitely, until the interference due to the above mentioned Act of God, disaster, or other danger has passed, at which time, upon fifteen (15) day written notice being received and concurred by the AGENCY or CONTRACTOR at their discretion, the CONTRACT shall be reinstated and thereafter remain in effect until the program period stated in terms of actual duration of days has been fulfilled.

This CONTRACT is also conditioned upon complete performance by the CONTRACTOR of past AGREEMENTS or CONTRACTS between the AGENCY and CONTRACTOR. In the event that the AGENCY determines that there has been incomplete performance of past AGREEMENTS or CONTRACTS by the CONTRACTOR, the AGENCY by giving written notice to the CONTRACTOR will suspend payments under this CONTRACT until such time as the CONTRACTOR has fulfilled its obligations under past AGREEMENTS or CONTRACTS to the satisfaction of the AGENCY. When the CONTRACTOR has fulfilled its obligation under past AGREEMENTS or CONTRACTS to the AGENCY'S satisfaction, the AGENCY will resume payments under this CONTRACT.

**X. PENALTY CLAUSE**

The AGENCY will perform inspections of dwelling units completed by the CONTRACTOR. Quality control for materials, applications, and client satisfaction will be performed in accordance with established AGENCY procedures. Failure by the CONTRACTOR to satisfactorily complete a dwelling unit will necessitate and AGENCY request to the CONTRACTOR for repair of unsatisfactory work. A Re-inspection of the dwelling unit by the AGENCY so as to confirm compliance will be charged to the CONTRACTOR at a rate of \$50 per re-inspection.

**XI. TERMINATION OF CONTRACT**

**A. Termination for Default**

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this CONTRACT, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this CONTRACT, or in the event of failure to provide furnace retrofit in accordance with the established guidelines, the AGENCY shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR.

**B. Termination for Convenience**

1. The AGENCY may terminate this CONTRACT at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Termination pursuant to this section shall not be applicable to funds that the CONTRACTOR is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All project records shall be made available to the AGENCY.

2. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by virtue of any breach of this CONTRACT, and the AGENCY may withhold any payments hereunder until such time as the exact amount of reimbursement due the AGENCY from the CONTRACTOR is determined.

3. Written notice shall be given by the AGENCY to the CONTRACTOR if it is determined by program monitoring that the CONTRACTOR has violated any CONTRACT requirements. The AGENCY, at that time, will move to terminate this CONTRACT with the CONTRACTOR.

**C. Termination for Lack of Appropriation**

This CONTRACT is conditioned upon funds made available to the AGENCY by the DEPARTMENT for the purpose of this CONTRACT.

**D. Termination for Lack of Federal Funds**

If this CONTRACT is funded partially or completely by Federal Funds, the DEPARTMENT may terminate it if Federal Funds are not provided to the DEPARTMENT for the CONTRACT purpose. Any such termination shall be effective by delivery to the CONTRACTOR of a Notice of Termination specifying the reason for termination and the date such termination is to be effective. The CONTRACTOR shall be compensated for work performed or

for services rendered that were provided prior to the date of Notice of Termination, or as stated therein.

E. Any termination of this CONTRACT under this Article will not limit or deprive the DEPARTMENT or AGENCY from exercising any other rights and remedies it has under law or equity.

## ***XII. HOLD HARMLESS***

The CONTRACTOR shall hold the DEPARTMENT harmless from and indemnify the DEPARTMENT against, any and all claims, demands, and actions based or arising out of any activities performed by the CONTRACTOR, and its employees and agents, under this CONTRACT in a manner which is contrary to the direction of the AGENCY and shall defend any and all actions brought against the DEPARTMENT based upon any such claims or demands. It is understood and agreed that the CONTRACTOR'S standard liability insurance policies shall protect, or shall be endorsed to protect the DEPARTMENT from claims of bodily injury and of property damage arising out of any services performed by the CONTRACTOR or its employees or agents under this CONTRACT including business and non-business invitees and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on CONTRACTOR'S premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the DEPARTMENT or of its agents or employees. Upon request the CONTRACTOR shall furnish proof of insurance as required by this paragraph to the AGENCY.

## ***XIII. INTEREST OF PARTIES AND OTHER***

A. No officer, member, employee, independent contractor or elected official of the COMMONWEALTH OF PENNSYLVANIA and no member of its governing body who exercises any functions or responsibilities in the review or approval of services being performed under this CONTRACT shall participate in any decision relating to this CONTRACT, which affects his/her personal interest or the interest of any corporation, partnership, or association, in which he/she is directly or indirectly interested, nor shall any such officer, member, elected official or employee of the COMMONWEALTH, DEPARTMENT, or AGENCY and no member of its governing body have any interest direct or indirect in this CONTRACT or the proceeds thereof.

B. The CONTRACTOR covenants that the CONTRACTOR (including directors, officers, members, and employees of the CONTRACTOR) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of services for this CONTRACT.

## ***XIV. NONDISCRIMINATION CLAUSE***

During the term of this CONTRACT, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated fairly during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. CONTRACTOR shall post in conspicuous places, available to employee, agents, applicants for employment, and other persons, a notice to be provided by the contracting AGENCY setting forth the provisions of this nondiscrimination clause.

B. CONTRACTOR shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

C. CONTRACTOR shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by CONTRACTOR.

D. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that CONTRACTOR had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

E. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that CONTRACTOR will be unable to meet its obligations under this nondiscrimination clause, CONTRACTOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.

F. CONTRACTOR shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clause of this CONTRACT or with any such laws, this CONTRACT may be terminated or suspended, in whole or in part,

and CONTRACTOR may be declared temporarily ineligible for further AGENCY contracts, and sanctions may be imposed and remedies invoked.

G. CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting AGENCY for purposes of investigation to ascertain compliance with the provisions of this clause. If CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by AGENCY.

H. CONTRACTOR shall actively recruit minority and women subcontracts or subcontractors with substantial minority representation among their employees.

I. CONTRACTOR shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

J. CONTRACTOR obligations under this clause are limited to the CONTRACTOR's facilities within Pennsylvania or, where the CONTRACT is for the purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

As noted in this Article, No. 1, the AGENCY will provide the CONTRACTOR with the notice setting forth the provisions of this nondiscrimination clause. This notice follows and is titled, STATE CONTRACTOR's NONDISCRIMINATION NOTICE.

**XV. COMPLIANCE WITH ACT 166, ANTI-POLLUTION REGULATIONS, & OTHER APPLICABLE LAWS**

The CONTRACTOR, and its subcontractors, agrees that in the performance of its or their obligations under this CONTRACT that it, or they, shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. The CONTRACTOR assumes responsibility for environmental review, decision making and action under the National Environmental Policy Act of 1969 (NEPA), P.L. 91-190 (42 U.S.C. 54321 *et seq.*), and HUD regulations at 24 CFR, comply with 24 CFR, Part 58 and all other applicable statutes and guidelines.

**XVI. SEVERABILITY**

Should any section or any part of any section of the CONTRACT be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this CONTRACT.

**XVII. NONWAIVER OF REMEDIES**

No provision of the CONTRACT shall be construed in any manner so as to create any rights in third parties not party to this CONTRACT. It shall be interpreted solely to define specific duties and responsibilities between the AGENCY and the CONTRACTOR and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

**XVIII. ENTIRE AGREEMENT**

This CONTRACT, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

**XIX. AMENDMENTS**

This CONTRACT may be amended by mutual agreement of both parties.

**XX. CONSTRUCTION**

This CONTRACT shall be interpreted and construed in accordance with federal law where applicable, and with the laws of the COMMONWEALTH. All of the terms and conditions of this CONTRACT are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**XXI. PATENT RIGHTS**

A. Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the CONTRACTOR, or its employees, in the course of, in connection with, or under the terms of this CONTRACT, the CONTRACTOR shall immediately give the AGENCY written notice thereof and shall promptly thereafter furnish the AGENCY with complete information thereon. The AGENCY shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed, and to determine the disposition, improvement, or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the AGENCY on all of these matters shall be accepted as final. The CONTRACTOR warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

B. Except as otherwise authorized in writing by the AGENCY, the CONTRACTOR shall obtain patent agreements to effectuate the provisions of this Article from all persons who perform any part of the work under this CONTRACT, except such clerical and manual labor personnel as will have no access to technical data.

C. Except as otherwise authorized in writing by the AGENCY, the CONTRACTOR will insert in each subcontract having experimental, developmental, or research work as one of its purpose, provisions making this clause applicable to the sub-contractor and its employees.

D. If the AGENCY obtains patent rights pursuant to this Article, the CONTRACTOR shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

## ***XXII. RIGHTS IN DATA, COPY RIGHTS AND DISCLOSURE***

A. Rights in Data: Data submitted to and accepted by the AGENCY under this CONTRACT shall be the property of the AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate including making it available to the general public. Such use shall be without any additional payment to or approval of the CONTRACTOR.

B. Copyright: The CONTRACTOR relinquishes any and all copyright or all copyright and or privileges to data developed under this CONTRACT. The CONTRACTOR shall not include in the data submitted any copyrighted matter, without the written approval of the Project Officer, unless the CONTRACTOR provides the AGENCY with written permission of the copyright owner for the AGENCY to use such copyrighted matter in the manner provided in this CONTRACT.

C. Disclosure and Confidentiality: The CONTRACTOR agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this CONTRACT for private use; however, divulgence or release of information, reports or recommendations shall be permitted at such times and in such manners as expressly provided for in such concurrent agreements between the CONTRACTOR and other Governmental agencies, whether Federal, State, or Local as may directly relate to the performance of this CONTRACT.

D. The Term Data: The term "data" as used in this CONTRACT, includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this CONTRACT.

E. Any data developed as a result of this CONTRACT shall not be used for purposes other than in the performance of this CONTRACT without the advance written approval of the AGENCY. Any such use of data developed as a result of this CONTRACT and approved in writing by the AGENCY must include a statement that the data was developed with funds provided under a CONTRACT with the DEPARTMENT.

## ***XXIII. COMPLIANCE WITH FEDERAL NON-DISCRIMINATION STATUTES***

The CONTRACTOR makes assurances to the AGENCY that the funds under this CONTRACT will be expended in compliance with TITLE VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and the Regulations at 45 CFR Parts 80, 81, 84 and 90.

## ***XXIV. CONTRACTOR INTEGRITY***

A. The CONTRACTOR and his/her employees shall accept no pay, remuneration, or gratuity of any value: (1) for performance on or information derived from this project from any party other than the AGENCY as described in this CONTRACT, or (2) from any party under contract to the DEPARTMENT or AGENCY to contract with the DEPARTMENT or AGENCY with respect to this project.

B. The CONTRACTOR and his/her employees shall not offer or give any gift, gratuity, favor, entertainment loan, or any other thing of monetary value to any AGENCY employee.

C. The CONTRACTOR and his/her employees shall not disclose any information gained by virtue of this CONTRACT to any party without the consent of the AGENCY.

D. The CONTRACTOR and his/her employees shall take no action in the performance of this CONTRACT to create an unfair, unethical, or illegal competitive advantage for itself or others.

E. The CONTRACTOR and his/her employees shall not have any financial or personal interests other than the interest in this CONTRACT in any contract, subcontract, supply agreement, or other financial relationships relating to this project without the explicit written consent of the AGENCY. For purposes of this provision, interest shall include but not be limited to any circumstances under which an organization such as a contractor, professional, or supplier enjoys pecuniary, managerial, consultant, or other advantages as a result of managerial, cross-directorship, common partial or complete ownership, stock interests, contractual, or other common links with another contracting professional, supplier, or subcontracting organization supplying services, material, or labor on the same project. Such advantages may include but are not limited to foreknowledge of other bid proposals, proposed specification requirements, anticipated timeframes, costs, and any other particular knowledge which tends to provide the CONTRACTOR, subcontractor, or supplier with an unfair, unethical, or illegal competitive advantage over other parties wishing to bid or contract such services, materials, or labor. Upon learning that any of

the above may occur, the CONTRACTOR and his/her employees shall immediately notify the AGENCY in writing.

#### **XXV. INDEPENDENT CONTRACTOR**

Notwithstanding, anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the CONTRACTOR are those of an independent CONTRACTOR only. Nothing contained herein shall be so construed as to constitute the relationship hereby created between the AGENCY and CONTRACTOR as an employment, an agency, a partnership, a joint adventure, or otherwise, and no employee or any Independent CONTRACTOR of the CONTRACTOR shall be considered to be an employee or Independent CONTRACTOR of the AGENCY.

#### **XXVI. NOTICES**

Any notice permitted or required hereunder shall be deemed properly given upon postmarking. The AGENCY and CONTRACTOR may change the address to which their notices shall be sent by giving written notice to the other party in accordance with the provisions of this paragraph.

#### **XXVII. COMPLIANCE REQUIREMENTS**

- A. State and Federal: The CONTRACTOR agrees to comply with all applicable State and Federal statutes and regulations to which the AGENCY is subject. The CONTRACTOR also agrees to comply with relevant requirements and conditions to which the AGENCY is subject pursuant to the Contract between the AGENCY and the DEPARTMENT for the Weatherization Program.
- B. Local: The CONTRACTOR agrees that all work performed under this CONTRACT shall be in compliance with local codes and ordinances, utility regulations, including permits and variances where necessary.
- C. Program:
  1. SCOPE - The work shall include all labor, materials, and invoices necessary for the proper completion of the Retrofit/Replacement of the furnace identified in the "Proceed Order".
  2. INVOICE AND FORMS - CONTRACTOR agrees to invoice the AGENCY on an invoice form supplied by or approved by the AGENCY and to itemize the material and labor costs. Included with the Invoice must be the Request for Final Payment and copies of all product invoices, when applicable.
  3. NOTIFICATION OF CLIENT - CONTRACTOR agrees to schedule the actual work with the client identified by the AGENCY at a time convenient for the client.
  4. CHANGES - Any request for a change, regardless of whether it involves an increase or decrease in work to be done, cost and/or time must be approved by the AGENCY before the change takes effect. The AGENCY must be contacted and verbal or written approval/disapproval given.
  5. SURPLUS MATERIALS - All surplus materials delivered to the job site and all materials, fixtures, and equipment removed to complete retrofit shall be tagged and remain or become the property of the homeowner and/or the landlord. All rubbish and debris resulting from the CONTRACTOR'S operations shall be removed from the job site promptly after completion of the work. The premises shall be left in broom clean condition.
  6. TRADE NAMES/BRAND NAMES - Are used to establish quality and type of materials required. All materials installed on gas fired units must possess an AGA certification. All materials and mechanical parts must meet or exceed the Material Standards prescribed in Appendix A of the Federal Register, Department of Energy (DOE) Final Rule, 10 CFR Part 440, dated June 5, 1995, contained herein and made a part of this CONTRACT as Attachment "II". All retrofit materials installed must be certified by a nationally recognized laboratory. Any use of non-descript equipment or materials will be considered a violation of this contract between the CONTRACTOR and the AGENCY.
  7. TIME FOR COMPLETION - The work that the CONTRACTOR is required to perform under this CONTRACT shall be commenced as soon as possible unless otherwise authorized by the AGENCY. All work must be completed within the time limits specified on the initial Proceed Order, unless an extension is granted by the AGENCY.
  8. SERVICE AND WARRANTIES LABEL - All retrofit components provided under this CONTRACT must possess an Underwriters Laboratory (UL) or equivalent certification. Upon completion of work on a heating system, the CONTRACTOR is required to attach a label or tag on the heating unit indicating company name, phone number and date work performed. This tag must be placed on the unit in a convenient location, so as the client has easy access to the information. All work shall be guaranteed for a period of one year from the completion date of the work. It is further agreed that the CONTRACTOR will furnish to the client all manufacturers and supplier's written guarantees and warranties covering materials and equipment furnished under this CONTRACT.
  9. CALL BACKS - CONTRACTOR agrees that the Client, where the work was performed, may call at any time during the one-year guarantee period of the completion date of work performed. The

CONTRACTOR will be responsible in the event of a breakdown of any of the work previously completed by the CONTRACTOR.

10. All work on pre-1978 homes will be completed using Lead Safe Work Practices.

**XXVIII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

A. The CONTRACTOR certifies, by signing this Agreement, that neither the CONTRACTOR nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, the CONTRACTOR shall attach an explanation to this Proposal/Contract.

This AGREEMENT and all attachments become effective and binding upon the CONTRACTOR and the AGENCY when both parties make acceptance.

This AGREEMENT is hereby executed on this day, \_\_\_\_\_, by:

CONTRACTOR \_\_\_\_\_ AGENCY \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE Weatherization Program Coordinator