

1.2. TABLE OF CONTENTS

This Agreement consists of the following sections:

	<u>Page</u>
I. PARTIES.....	1
II. DEFINITIONS.....	4
III. DUTIES OF CONTRACTOR.....	6
IV. DUTIES OF CITY.....	35
V. TERM AND TERMINATION.....	39
VI. MISCELLANEOUS.....	44

EXHIBITS

A	SCOPE OF WORK
A-1	PRE-PRICED WORK ITEMS
B	FEES
C	RESIDENT'S RELEASE
D	EQUAL EMPLOYMENT OPPORTUNITY
E	MSBE SUBCONTRACT TERMS
F	DRUG POLICY COMPLIANCE AGREEMENT
G	DRUG POLICY COMPLIANCE DECLARATION
H	CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
I	CONTRACT WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
J	U.S. DEPARTMENT OF LABOR ARRA REQUIRED CLAUSES
K	TEXAS RESIDENTIAL WEATHERIZATION WAGE DETERMINATION S2009-TX-001 DATED DECEMBER 11, 2009

1.3. PARTS INCORPORATED

The above-described sections and exhibits are incorporated into this Agreement.

1.4. CONTROLLING PARTS

If a conflict arises among the various parts of this Agreement, such conflict shall be resolved with the document listed first on the below list controlling over all documents appearing below it. For example, the above sections shall control over all Exhibits, Work Order and Documents, but an Exhibit shall control only over a Work Order and Document.

1. The Articles and Sections listed above in Section 1.2.
2. Exhibits.
3. Work Orders.
4. Documents, as defined in Section 2.12.

1.5. SIGNATURES

The Parties have executed this Agreement in multiple copies, each of which is an original.

**ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):**

CONTRACTOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Tax ID No.: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Scott Minnix, Director
General Services Department

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Senior Assistant City Attorney
L.D. File No. _____

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

- 2.1. "Agreement" means this contract between the Parties, including all Exhibits, Work Orders and the Documents, and written amendments authorized by City Council and Contractor.
- 2.2. "Allocated Funds" means the Original Allocation plus all Supplemental Allocations in accordance with Section 4.4.4.
- 2.3. Not Used.
- 2.4. "City" is defined in the preamble of this Agreement and includes its successors and assigns.
- 2.5. "City Engineer" means the licensed technical representative who has been designated in writing by the Director. When the term "City Engineer" is used in this Agreement, action by City Engineer is required unless City Engineer delegates his or her authority in writing.
- 2.6. "Contract Price" means the amount stated in each Work Order.
- 2.7. "Contract Time" means the number of calendar days to substantially complete the Work as stated in Paragraph 3.3 of **Exhibit A**.
- 2.8. "Contractor" is defined in the preamble of this Agreement and includes its successors and assigns and its authorized representative.
- 2.9. "Contractor's Representative" means individual who shall directly manage and direct the Work under this Agreement and who has authority to act for and legally bind the Contractor.
- 2.10. "Countersignature Date" means the date shown as the date the City Controller countersigned this Agreement in Section 1.5.
- 2.11. "Director" means the Director of the General Services Department or the person he designates.
- 2.12. "Documents" means any Drawings and Specifications approved by the Director, appropriate addenda, and any other documents as they are specifically enumerated in this Agreement, plus approved changes, all of which are incorporated herein by reference for all purposes. Documents also include notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications) that Contractor prepares or provides under this Agreement.
- 2.13. "Effective Date" means the date the City Controller countersigns the signature page of this Agreement.

2.14. "Facility" is defined in Section 271.111 (7) of the Texas Local Government Code, as amended from time to time.

2.15 "Original Allocation" is defined in **Section 4.4.2**.

2.16. "Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

2.17. "Prepriced Work Items" or "PWI" means items at the unit prices set out in **Exhibit A-1**.

2.18. "Product" means materials, equipment, or systems incorporated into the Work.

2.19. "Residential Energy Efficiency Program" or "R.E.E.P." means City's broad based energy efficiency program targeted at the residential sector to promote and administer weatherization of existing Residences within the City limits.

2.20. "Residence" means a Facility existing in the City limits and owned by a private resident who has elected to participate in the City's R.E.E.P.

2.21. "Subcontract" means any agreement entered into between the Contractor and a Subcontractor, which is necessary and reasonable for services, labor, equipment, and/or materials required for the Agreement performance, including any changes.

2.22. "Subcontractor" means any individual, partnership, firm, corporation or joint venture who contracts with the Contractor to furnish services, labor, equipment and/or materials under this Agreement. As used herein, the terms subcontractor and supplier are synonymous.

2.23 "Supplemental Allocation" means any funds allocated in accordance with Section 4.4 after the Effective Date.

2.24 "Work" means all construction required by or reasonably inferable, in the City Engineer's sole discretion, from the Agreement, Work Order, and Documents, including all labor, materials, tools, supplies, equipment, transportation, mobilization, insurance, Bonds, subcontracts, supervision, management, reports, incidentals, quality control, and items listed in Section 3.1 of **Exhibit B** provided by Contractor to fulfill Contractor's obligations.

2.25 "REEP TDHCA" Residences are those Residences that qualify at or below the 200% of the Federal poverty level. In this circumstance, the Residence will be deemed a REEP TDHCA Residence

2.26 “REEP Plus” Residences are those Residences that are at or below the 200% Federal poverty level. REEP Plus is an individual neighborhood based on the Director’s discretion, but the income is the same for TDHCA and Plus.

2.27 “Work Order” shall have one of the following meanings depending on the process used to provide notice to the Contractor to proceed with the Work to be accomplished in accordance with this Agreement:

2.27.1 Under REEP TDHCA, “Work Order” means the acceptance by the Contractor of the assigned Residence in the REEP Quickbased database. The Contractor is expected to conduct the assessment and implementation defined in **Exhibit A**.

2.27.2 Under REEP Plus, two separate Work Orders are required. First, “Work Order” for the assessment of the Residence means the acceptance by the Contractor of the assigned Residence in the REEP Quickbase database. Second, a “Work Order” for implementation of REEP Plus measures is an email issued to the Contractor for the implementation of measures in the assigned Residence.

III. DUTIES OF CONTRACTOR

3.1. Scope of Services

3.1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, tools, instruments, supplies, equipment, transportation, mobilization, insurance, subcontracts, bonds, supervision, management, reports, incidentals, and quality control necessary to perform the services described in **Exhibit A**.

3.1.2 In accordance with Texas Local Government Code § 252.002(a)(4) this Agreement is exempt from any competitive bidding requirements.

3.1.3 The City reserves the right to undertake or award contracts for the performance of the same or similar type of work as contemplate herein, and to do so will not breach or otherwise

violate this Agreement.

3.2. Contractor's Representative

3.2.1 At all times during performance and until the Work is completed and accepted, the Contractor shall manage, supervise, and direct the Work under this Agreement. The Contractor's Representative must be knowledgeable in construction and design, energy audits and weatherization.

3.2.2 Prior to the start of the Agreement performance, the Contractor shall advise the Director in writing of the Contractor Representative's contact phone numbers. The Contractor's Representative will have management responsibility for the total Agreement effort to receive and act on technical matters and resolve problems of a contractual nature.

3.2.3 Prior to substituting another individual for the Contractor's Representative, the Contractor shall notify the Director reasonably in advance and shall submit justification in sufficient detail to permit evaluation of the impact on the Work. No such substitution shall be made by the Contractor without first securing the Director's written approval, such approval not to be unreasonably delayed or withheld.

3.3. Notice to Proceed

3.3.1 Contractor shall perform the Work under this Agreement only upon the issuance of a written Notice to Proceed authorized by the Director. The Notice to Proceed shall be issued in accordance with the requirements specified in this Agreement. The Director is not obligated to issue any Work Orders but may issue them from time-to-time at the Director's discretion.

3.3.2 Work Orders issued prior to and in effect at the time of the expiration of this Agreement shall continue to be in effect and performed by the Contractor until such time as all requirements have been met and a written acceptance of the Work performed has been made by the City Engineer.

3.4. Change Orders and Work Change Directives

3.4.1 Changes to the Scope of Work as defined above may be accomplished only by a Change Order or Work Change Directive.

3.4.2 The following types of Change Orders require City Council approval:

- (a) a single Change Order that exceeds 5% of Original Contract Price,
- (b) a Change Order, which when added to previous Change Orders, exceeds 5% of Original Contract Price, and
- (c) a Change Order whose sum of line item increases, when added to the line item increases of previous Change Orders under the Agreement, exceeds 40% of the Original Contract Price, even if the net increase to the Original Contract Price is 5% or less.

3.4.3 Work Change Directive

- (a) A Work Change Directive cannot change Contract Price or Completion Deadline, but is evidence that the Parties agree that a change, ordered by directive, will be incorporated in a subsequently issued Change Order as to its effect, if any, on Contract Price or Completion Deadline.
- (b) Failure by Contractor to commence work identified in a Work Change Directive within the time specified by City Engineer, or to complete the work in a reasonable period of time, may be determined by City Engineer to be a material breach of Contract.
- (c) A Work Change Directive is used in the absence of total agreement of the terms of a Change Order.
- (d) If Contractor signs a Work Change Directive, then Contractor agrees to its terms including adjustment in Contract Price and Completion Deadline or method for determining them. Agreement by the Parties to adjustments in

Contract Price and Completion Deadline are immediately recorded as a Change Order.

(e) City Engineer, by Work Change Directive, may direct Contractor to take measures as necessary to expedite construction to achieve the Completion Deadline. When the Work is expedited solely for convenience of the City and not due to Contractor's failure to prosecute timely completion of the Work, then Contractor is entitled to an adjustment in Contract Price.

3.4.4 Whenever Contractor receives a mutually-agreed Work Change Directive or Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed by the Completion Deadline. If no time for Completion Deadline is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Engineer's decision regarding a time extension is final, as described herein.

3.4.5 A product or service provided under a Work Change Directive or Change Order is subject to inspection, acceptance, or rejection in the same manner as the Work described in the Agreement, and is subject to the terms and conditions of the Agreement as if it had originally been a part of the Agreement.

3.4.6 Work Change Directives and Change Orders are subject to the Allocated Funds provisions of this Agreement.

3.4.7 Adjustments in Contract Price

(a) Adjustments in Contract Price by Change Order shall be based on the

method set forth in Section 7.3.2.2 of General Conditions (Document 00700),¹ being the actual cost of the change, including reasonable on-site overhead which shall not exceed 10% of the total Change Order price, plus 5% for profit.

(b) If Contractor does not indicate agreement with change in Contract Price or time given in the Work Change Directive within seven days from date of the City Engineer's directive, or Contractor disagrees with the method for adjustment in Contract Price, method and adjustment shall be determined by the City Engineer.

(c) If the City Engineer determines the method and adjustment in Contract Price under Paragraph (b) above, Contractor shall provide, in such form as the City Engineer may prescribe, appropriate supporting data for items submitted. Failure to submit such data within seven days of request for such data by the City Engineer shall constitute waiver of such Claim.

(d) Amount of credit to be allowed by Contractor to the City for deletion or change, which deletion or change results in a net decrease in Contract Price, shall be determined in accordance with this Section III.C. and its Subsections.

(e) When Contractor agrees with the determination made by the City Engineer concerning adjustments in Contract Price and Substantial Completion Deadline, or the Parties otherwise reach agreement upon the adjustments, such agreement will be immediately recorded by preparation and execution of an appropriate Change Order.

(f) When Contractor disagrees with the determination made by the City

¹ All City of Houston standard form Contract Documents can be downloaded from: <http://documents.publicworks.houstontx.gov/document-center/engineering-and-construction/index.htm>.

Engineer concerning adjustments in Contract Price and Substantial Completion Deadline, Contractor may, consistent with Section VI.R. (Dispute Resolution), initiate litigation.

3.5. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

3.6. Quality Assurance / Quality Control Plan

Contractor shall submit to the Director, for approval, a Quality Assurance/Quality Control Plan within 15 calendar days after the Effective Date of this Agreement. This Plan should address all aspects of quality control including responsibility for monitoring work, documentation, trend analysis, corrective action and interface with the City. In some cases Director may require Contractor's Quality Control personnel have professional or discipline-specific certifications.

3.7. Scheduling and Completion of Work

3.7.1 Each executed Work Order constitutes a notice to proceed, which specifies when Work is to begin. Any preliminary work started or materials ordered or purchased before receipt of the executed Work Order are at the risk and expense of Contractor. Contractor shall diligently perform the Work to completion within the time set forth in each Work Order ("Completion Date"). CONTRACTOR SHALL NOT PERFORM ANY WORK UNDER THIS AGREEMENT UNTIL IT HAS RECEIVED A WORK ORDER DIRECTING IT TO DO SO. The period of performance includes allowance for mobilization, holidays, weekend days, and cleanup; therefore, claims for delay based on these elements are not allowed.

- (a) Contractor shall deliver materials and equipment without interfering with facility's operations and personnel.

(b) The Contractor shall take all precautions to ensure that no damage to private or public property results from its operations. Contractor must repair or replace items damaged by it at no cost to the City.

(c) Contractor acknowledges that time is of the essence.

3.7.2 The Contractor shall submit a schedule showing the actual progress every thirty (30) calendar days, or as directed by the Director. If, in the opinion of the Director, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Director, without additional cost to the City. In this circumstance, the Director may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction planned, and to submit for approval any supplementary schedule or schedules in chart form as the Director deems necessary to demonstrate how the approval rate of progress will be regained.

3.7.3 Contractor shall submit all other reports and progress updates required by the Director.

3.7.4 Failure of the Contractor to comply with the requirements of the Director shall be grounds for a determination by the Director that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Work Order. Upon making this determination, the Director may terminate the Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of this Agreement.

3.8. Time Extensions

If Contractor requests an extension of time to complete its performance, then the Director may, in his or her sole discretion, extend the time so long as the extension does not exceed ninety (90) days. The extension must be in writing but does not require amendment of this Agreement or the Work Order. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

3.9. Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. **CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.** Contractor shall submit disputes relating to payment of MSBE subcontractors to binding arbitration as set forth in **Exhibit E**.

3.10. Personnel of Contractor. Contractor shall replace any of its personnel or subcontractors whose work produce is deemed unsatisfactory by the Director.

3.11. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

3.12. INDEMNIFICATION.

3.12.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO

PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY: (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1) AND 2), "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THE CONTRACT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES.

3.12.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF CONTRACTOR FOR THE CITY'S CONCURRENT NEGLIGENCE SHALL NOT EXCEED \$1,000,000, OR THE STATUTORY MAXIMUM, WHICHEVER IS GREATER.

3.12.3 INDEMNIFICATION PROCEDURES

Notice of Indemnification Claims: If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other Party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,**
- (b) the basis on which indemnification may be due, and**
- (c) the anticipated amount of the indemnified loss.**

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice.

If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

3.12.4 DEFENSE OF INDEMNIFICATION CLAIMS

3.12.4.1 Assumption of Defense: Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses shall be reimbursed monthly and be in addition to any indemnified losses.

3.12.4.2 Continued Participation: If Contractor elects to defend the claim, the City may retain separate counsel to participate in, but not control, the defense and to participate in, but not control, any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it:

- (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City;
- (ii) would require the City to pay amounts that Contractor does not fund in full, or
- (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.13. INSURANCE

3.13.1 With no intent to limit Contractor's liability under the indemnification provisions set forth above, Contractor shall provide and maintain in full force and effect during the term of this Agreement and all extensions and amendments thereto, at least the following insurance and available limits of liability.

3.13.2 "Claims Made" Policies. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two (2) years after substantial completion of the Work. If any of the following insurance is written as "claims made" coverage and the City is required to be carried as an additional insured, then Contractor's insurance shall include a one-year extended discovery period after the last date that Contractor provides any work under this Agreement.

3.13.3 "Aggregate" amounts of coverage, for purposes of this Agreement, are agreed to be the amounts of coverage available during a fixed twelve (12) month policy period.

3.13.4 Risks and Limits of Liability: The Contractor shall provide at a minimum the insurance coverages and limits of liability given in Table 1.

3.13.5 Form of Policies: Insurance may be in one or more policies of insurance, the form of which is subject to approval by the Director. It is agreed, however, that nothing the Director does or fails to do with regard to the insurance policies shall relieve Contractor from its duties to provide the required coverage hereunder and Director's actions or inactions will never be construed as waiving City's rights hereunder.

3.13.6 Issuers of Policies: The issuer of any policy shall have (a) a Certificate of Authority to transact business in Texas or (b) have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide and the issuer must be an eligible non-admitted insurer in the State of Texas. Each insurer shall be subject to approval by the Director in his or her sole discretion as to conformance with these

requirements, pursuant to subparagraph 3.13.5 above and Director shall approve or notify Contractor of Director's disapproval in writing prior to the parties' execution of this Agreement.

3.13.7 Insured Parties: Each policy (Commercial General Liability, Automobile Liability and Excess Coverage), except those for Workers' Compensation, Employer's Liability, Owner's and Contractor's Protective Liability, Installation Floater, and Professional Liability, must name the City, its officers, agents and employees as additional insured parties on the original policy and all renewals or replacements during the term of this Agreement. The City's status as an additional insured under the Contractor's insurance does not extend to instances of sole negligence of the City unmixed with any fault of the Contractor.

3.13.8 Deductibles: Contractor shall assume and bear any claims or losses to the extent of deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.

3.13.9 Cancellation:

3.13.9.1 Contractor shall notify the Director in writing thirty (30) days prior to any cancellation or material change to Contractor's insurance coverage. Furthermore, Contractor shall indemnify City for any loss suffered by City to the extent that such loss is attributable solely to Contractor's failure to provide at least thirty (30) days prior notice of cancellation or non-renewal to the insurance policies required by this Agreement.

3.13.9.2 Within the thirty (30) day period, Contractor shall provide other suitable policies in lieu of those about to be canceled or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement or fails to continuously and without interruption to maintain in force the required insurance coverage specified in this Agreement, the Director, at his or her sole discretion, may:

- (a) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (b) purchase the required insurance with City funds and demand reimbursement from Contractor and/or deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

3.13.10 Subrogation: Each policy except Owner's and Contractor's Protective Liability must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents, or employees.

3.13.11 Endorsement of Primary Insurance: Each policy except Workers' Compensation must contain an endorsement that such policy is primary insurance to any other insurance available to the additional insured with respect to claims arising hereunder.

3.13.12 Liability for Premium: Contractor shall be solely responsible for payment of all insurance premium requirements hereunder and the City will not be obligated to pay any premiums.

3.13.13 Additional Requirements for Workers' Compensation Insurance Coverage: Contractor shall, in addition to meeting the obligations set forth in Table 1, maintain throughout the term of the Agreement, Workers' Compensation coverage as required by statute, and Contractor shall specifically comply with all requirements set forth in this Section 3.13.13. The definitions set out below shall apply only for the purposes of this Section 3.13.13.

3.13.13.1 Definitions:

- (a) Certificate of Coverage: A copy of a certificate of insurance, or coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory Workers' Compensation insurance coverage for the Contractor's, Subcontractor's or Supplier's employees providing services for the duration of this Agreement.
- (b) Duration of the Work: includes the time from the start of the Work until the Contractor's work under the Agreement has been completed and accepted by the City.
- (c) Persons providing services for the Work (Subcontractor in Texas Labor Code § 406.096): includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of such entity, or employees of any entity which furnishes persons to provide services on the Work. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Work. Services do not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

3.13.13.2 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011(44) for employees of Contractor providing services on the Work, for the Duration of the Work.

3.13.13.3 The Contractor must provide a Certificate of Coverage to the City prior to commencing any Work.

3.13.13.4 If the coverage period shown on the Contractor's original Certificate of Coverage ends during the Duration of the Work, Contractor must file a new Certificate of Coverage with the City showing that coverage has been extended at least fifteen (15) days prior to the original Certificate of Coverage's expiration date.

3.13.13.5 Contractor shall obtain from each person providing services on the Work, and provide to the Director:

- (a) a Certificate of Coverage, prior to that person beginning work on the Work, so the City will have on file Certificates of Coverage showing coverage for all persons providing services on the Work; and
- (b) no later than seven (7) days after receipt by Contractor, a new Certificate of Coverage showing extension of coverage, if the coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

3.13.13.6 Contractor shall retain all required Certificates of Coverage for the duration of the Work and for one (1) year after its completion.

3.13.13.7 Contractor shall notify the Director in writing by first-class U.S. mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects provision of coverage of any person providing services on the Work.

3.13.13.8 Contractor may, as is reasonably feasible, post on site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Work that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

3.13.13.9 Contractor shall contractually require each person with whom it contracts to provide services related to the Work to:

- (a) meet all requirements set forth in Sections 3.13.13.2 through 3.13.13.8; and

(b) contractually require each person with whom it contracts to meet the requirements of paragraphs 3.13.13.2 through 3.13.13.8 above, and provide certificates of coverage to the person or persons for whom it is providing services.

3.13.13.10 By signing this Agreement or providing or causing to be provided a Certificate of Coverage, Contractor is representing to the City that all employees of Contractor who will provide services on the Work will be covered by Workers' Compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Contractor shall not be allowed to self-insure workers' compensation. Contractor may be subject to administrative penalties, criminal penalties, civil penalties, or other civil actions for providing false or misleading information.

3.13.13.11 Contractor's failure to comply with these provisions is a breach of the Agreement by Contractor which entitles the City to declare the Agreement void if Contractor does not remedy the breach within 10 days after receipt of notice of breach from the Director.

3.13.14 Subcontractor Insurance Requirements: Contractor shall require Subcontractors and Suppliers to obtain Commercial General Liability, Workers' Compensation, Employee's Liability and Automobile Liability coverage that meets all the requirements of Table 1. The amount must be commensurate with the Subcontract, but not less than \$500,000 per claim. Contractor shall require all Subcontractors with whom it contracts directly, whose subcontracts exceed \$100,000 to provide proof of commercial, general and automobile liability insurance coverage meeting the above requirements. Contractor shall comply with all requirements set out under Section 3.13.13 as to Workers' Compensation Insurance for all subcontractors and suppliers.

3.13.15 Proof of Insurance: Prior to beginning services and at any time during the term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with

an Affidavit from the Contractor confirming that the Certificate accurately reflects the insurance coverage that will be available during the term of the Agreement. Failure of Contractor to provide policy information, as requested, may be deemed, in the Director's or City Attorney's discretion, to constitute a breach of this Agreement. **CONTRACTOR REPRESENTS AND WARRANTS THAT IT WILL OBTAIN THE INSURANCE SET OUT IN THIS AGREEMENT PRIOR TO COMMENCEMENT OF ANY WORK.** Notwithstanding the foregoing, such right to receive access to copies of Contractor's insurance policies shall only be exercised in the event of a claim, Contractor shall provide policy information as needed to settle such claim and shall make copies of its policies available for review at Contractor's facility offices at reasonable times and with reasonable notice."

3.13.16 Notwithstanding the proof of insurance requirements set forth above, it is the intention of the Parties that Contractor, continuously and without interruption, maintain in force the required insurance coverages set forth herein. Failure of the Contractor to comply with this requirement shall constitute a material breach by Contractor allowing the City, at its option, to immediately suspend or terminate work or exercise any other remedy allowed under this Agreement. Contractor agrees that the City shall never have waived or be estopped to assert a material breach of the Agreement because of any acts or omissions by the City regarding its review or non-review of insurance documents provided by Contractor, its subcontractors, suppliers, agents, employees or assigns.

TABLE 1

REQUIRED COVERAGES

Coverage	Limit of Liability
1 Workers' Compensation:	Statutory Limits for Workers' Compensation
2 Employer's Liability:	Bodily Injury by Accident \$100,000 (each accident)

	Bodily Injury by Disease \$100,000 (policy limit) Bodily Injury by Disease \$100,000 (each employee)
3 Commercial General Liability: Including Bodily and Personal Injury; and Products and Completed Operations coverage	Bodily Injury and Property Damage, Combined limit of \$500,000 (each occurrence), and \$1,000,000 aggregate
4 Automobile Liability Insurance: (For automobiles furnished by Contractor in the course of its performance under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit each occurrence
Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.	

3.13.17 Consultants. Contractor shall require all consultants, engineers or other professionals whose subcontracts exceed \$100,000 to provide proof of professional liability coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

3.13.18 Delivery of Policies. At the time this Agreement is signed and upon request from time-to-time thereafter, Contractor must furnish to the Director certificates of insurance and updated certificates of insurance. These certificates must bear the Project name for which they are issued. If requested by the Director, Contractor must provide the originals of all policies referred to above, or copies certified by the agent or attorney-in-fact issuing them.

3.13.19 Contractor shall provide updated certificates of insurance to the Director upon request. Every certificate of insurance Contractor delivers in connection with this Contract shall:

- (a) be less than 12 months old;
- (b) include all pertinent identification information for the insurer, including the company name and address, policy number, NAIC number or AMB number,

and authorized signature;

- (c) include the Project name and reference numbers and indicates the name and address of the Project Manager in the Certificate Holder Box; and
- (d) be appropriately marked to accurately identify all coverages and limits of the policy, effective and expiration dates, and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability.

3.13.20 Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

3.14. Warranties. Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement.

3.15. Confidentiality. Contractor, its agents, employees, Contractors, and subcontractors shall hold all City information, data, and Documents (collectively, "the Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, Contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing, or required to do so by applicable law, regulation or court order. Contractor shall obtain written agreements from its agents, employees, Contractors, and subcontractors which bind them to the terms in this Section.

3.16. Use of Work Products

3.16.1 The City may use all Documents that Contractor prepares or obtains under this Agreement.

3.16.2 Contractor warrants that it owns the copyright and intellectual rights to the Documents.

3.16.3 Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

3.17 Licenses and Permits. Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license, permit or certificate(s) or those of Contractor's agents, employees, Contractors or subcontractors associated with this Agreement.

3.18 Compliance with Equal Opportunity Ordinance. Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in **Exhibit D**.

3.19 MBE/SBE Compliance. Contractor shall comply with the City's Minority and Small Business Enterprise ("MBE/SBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 24% (Minority = 14% and Small = 10%) of the value of this Agreement to MBE/SBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action and Contract Compliance Division and will comply with them. Contractor shall execute written contracts with its MBE/SBE subcontractors containing the terms set out in **Exhibit E** and shall submit all disputes with MBE/SBE subcontractors to binding arbitration.

3.20 Conflict of Interest. If an actual or potential conflict arises between the City's interests and the interests of other residents Contractor represents, Contractor shall immediately notify the Director by fax transmission or telephone. If the Director consents to Contractor's continued

representation of the other residents, he or she shall notify Contractor in writing. If the Director does not issue written consent within 3 business days after receipt of Contractor's notice, Contractor shall immediately terminate its representation of the other resident whose interests are, appear to be, or may become in conflict with those of the City.

3.21 Drug Abuse Detection and Deterrence

3.21.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

3.21.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in **Exhibit F**, together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in **Exhibit H**.

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six months during the performance of this Agreement or on completion of this Agreement if performance is less than six months, a Drug Policy Compliance Declaration in a form substantially similar to **Exhibit G**. Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each six-month period of performance and within 30 days of completion of this Agreement. The first six-month period begins to

run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

3.21.3 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

3.21.4 Contractor shall require that its subcontractors comply with Executive Order No. 1-31, and Contractor shall secure and maintain the required documents for City inspection.

3.21.5 Items required by this Section shall be sent to:

City of Houston
General Services Department
ATTN: Contract Compliance Officer for Drug Testing
P.O. Box 1562
Houston, Texas 77251

Or at such other address the Director determines with prior written notice to Contractor.

3.22 Safety

3.22.1 Contractor shall secure the site and be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement and shall abide by all City rules, regulations, programs, ordinances and codes with regard to safety. Contractor shall submit a safety program to the Director prior to mobilization for the Work, and shall be solely responsible for the safety, efficiency, and adequacy of the ways, means, and methods and for damage which might result from failure or improper construction, maintenance, or operation performed by Contractor.

3.22.2 Contractor and/or Subcontractor(s) shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and subsequent amendments all applicable federal, state, and local laws, ordinances and regulations, and the Agreement during the performance of this Work. The Contractor shall adhere, to applicable OSHA Standards, Part 1926 – Safety and Health Regulations for Construction, Part 1910 – Occupational

Safety and Health Standards, the Texas Hazard Communication Standard and the Texas Underground Facility Damage Prevention and Safety Act along with any other applicable standards and/or requirements. The Contractor shall apply and/or adopt Parts 1910 and 1926 along with applicable Subparts as the safety standards for the performance of Work. **THE CONTRACTOR SHALL INDEMNIFY THE CITY FOR FINES, PENALTIES, AND CORRECTIVE MEASURES THAT RESULT FROM THE ACTS OF COMMISSION OR OMISSION OF THE CONTRACTOR, ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND ASSIGNS FOR THEIR FAILURE TO COMPLY WITH SUCH SAFETY RULES, REGULATIONS, ORDINANCES AND CODES.**

3.23 Prevailing Wage Rates

3.23.1 Contractor shall comply with governing statutes providing for labor classification of wage scales for each craft or type of laborer, worker, or mechanic, as amended from time to time. Compliance with **Section 3.26.8** shall be deemed to be compliance with this provision.

3.23.2 Each week Contractor shall submit to the City Affirmative Action and Contract Compliance Division, certified copies of payrolls showing classification and wages paid by the Contractor and all Subcontractors for each employee under the Agreement, for any day.

3.24 Environmental Requirements

3.24.1 Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, rules, policies, codes, or guidelines now or hereafter in effect, as they may be amended from time to time, that govern Hazardous Materials or relate to the protection of human health, safety, or the environment, including but not be limited to:

- (a) the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.;
- (b) the Safe Drinking Water Act, 44 U.S.C. Section 300(f) et seq.;
- (c) the Oil Pollution Control Act of 1990, 33 U.S.C. Section 270 et seq.;
- (d) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601 et seq., and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613;

- (e) the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.;
- (f) the Clean Air Act as amended, 42 U.S.C. 7401 et seq.;
- (g) the Clean Water Act, 33 U.S.C., Section 1251, et seq.;
- (h) the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq.;
- (i) the Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq.;

and those substances defined as an air pollutant, hazardous waste or hazardous substances under the laws of Texas and/or the United States or in regulations promulgated under these laws (collectively, "Environmental Laws"). In addition, Contractor shall comply with all safety precautions set forth in this Agreement relating to hazardous substances and safety of the environment, persons, and property.

3.24.2 Within ten (10) days of receipt of an invoice, Contractor shall reimburse the City for any fines or penalties that may be levied against the City by the Environmental Protection Agency, the Texas Commission on Environmental Quality, or any other governmental agency for Contractor's (or its subcontractors, agents' and employees') failure to comply with the Environmental Laws.

3.24.3 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from City Facilities, or any other areas or facilities subject to this Agreement, except in strict compliance with the Environmental Laws. "Hazardous Materials" include:

- (a) all substances, materials, wastes, pollutants, oils, or governmentally regulated substances or contaminants defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws,
- (b) asbestos and asbestos-containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste, or

- (c) any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed of, or released.

3.24.4 Notwithstanding the above, or the below exception, the Scope of Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Hazardous Materials. Contractor will notify City immediately if it discovers or suspects the presence of any Hazardous Material. All work has been contemplated and priced based on the absence of Hazardous Materials.

3.25 Pay or Play. The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order No. 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Contractor shall execute the below Pay or Play Documents² submit them to the Director at the time of execution of this Agreement.

<u>DOC NO</u>	<u>DOC TITLE</u>
00460 (POP-1A)	Pay or Play Program Acknowledgement Form
00630 (POP02)	Certification of Agreement to Comply with Pay or Play Program
00631 (POP-3)	List of Participating Subcontractors
00840 (POP-1)	Pay or Play Program Requirements

IF CONTRACTOR DOES NOT PAY IN ACCORDANCE WITH THE PAY OR PLAY PROGRAM WITHIN 30 DAYS OF THE DATE CITY ENGINEER SENDS CONTRACTOR WRITTEN NOTIFICATION, CITY CONTROLLER MAY DEDUCT FUNDS UP TO THE AMOUNT OWED

² All City of Houston Pay or Play (“POP”) Documents can be downloaded from: <http://www.houstontx.gov/aacc/popforms.html>.

FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE.

3.26. Use of ARRA Grant Funds

Grant Funds from the American Recovery and Reinvestment Act of 2009 (ARRA) will be utilized in furtherance of this Agreement. Accordingly, the City and Contractor agree to comply with the following additional terms:

3.26.1 Reporting Requirement. Contractor will adhere to and comply with the special reporting requirements associated with ARRA grants as required by the granting agency (e.g., Texas Department of Housing and Community Affairs), the U.S. Office of Management and Budget, and the City of Houston (“City”).³

3.26.2 Compliance with Laws Contractor shall comply with all Applicable Laws at all times. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the requirements of the ARRA. After receiving a written request from the City, Contractor shall furnish the State with satisfactory proof of its compliance with this section.

3.26.3 Compliance with Comptroller General Requests

3.26.3.1 Contractor will adhere to and comply with requests for any of its records or those of its subcontractors, that directly pertain to, and involve transactions relating to, this contract or subcontract and with any requests for interviews of any officer or employee of Contractor or any subcontractors to the Texas Comptroller General. This will not limit or restrict existing authority of the Comptroller General.

3.26.3.2 The City will adhere to and comply with requests for any interviews or records that directly pertain to, and involve transactions relating to, this contract and any interviews of any officer or employee of any State or local government agency administering this

contract. This will not limit or restrict existing authority of the Comptroller General.

3.26.4 Compliance with Inspector General Reviews

3.26.4.1 Contractor will adhere to and comply with any requests from any inspector general of a Federal department or executive agency's reviewing of any concerns raised by the public about specific investments using funds made available by the ARRA.

3.26.4.2 The City will adhere to and comply with any requests from any inspector general of a Federal department or executive agency's reviewing of any concerns raised by the public about specific investments using funds made available by the ARRA.

3.26.5 Compliance with Office of Inspector General

3.26.5.1 Contractor will adhere to and comply with requests from any representative of an appropriate inspector general to conduct interviews or examine any records of the Contractor any of its subcontractors that pertain to, and involve transactions relating to this contract or subcontract.

3.26.5.2 The City will adhere to and comply with requests from any representative of an appropriate inspector general to conduct interviews or examine any records that pertain to, and involve transactions relating to this contract.

3.26.6 Compliance with protection of Whistleblowers

3.26.6.1 Contractor will adhere to and comply with all federal, state, local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting protection of the State, Local Government or Contractor Whistleblowers. Employers must post notice of the rights and remedies available.⁴

3.26.6.2 The City will adhere to and comply with all federal, state, local

3 The ARRA is available at <http://fdsys.gpo.gov/fdsys/pkg/BILLS-111hr1ENR/pdf/BILLS-111hr1ENR.pdf>

4 Poster available at: <http://www.recvoery.gov/sites/default/files/Whistleblower+Poster.pdf>

laws, statutes, ordinance, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the protection of State, Local Government or Contractor Whistleblowers. Employers must post notice of the rights and remedies available.⁵

3.26.7 Compliance with Buy American

3.26.7.1 Contractor will adhere to and comply with the Buy American requirements of the ARRA.

3.26.7.2 The City will adhere to and comply with the Buy American requirements of the ARRA.

3.26.8 Compliance with the Davis-Bacon Act

3.26.8.1 Contractor will adhere to and comply with the wage rates requirements of the ARRA. Notwithstanding any other provision of law in a manner consistent with other provisions of the ARRA, all laborers and mechanics employed by Contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.⁶ With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code..

3.26.8.2 The City will adhere to and comply with the wage rates requirements of the ARRA. Notwithstanding any other provision of law in a manner consistent with other provisions of the ARRA, all laborers and mechanics employed by Contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government

⁵ Poster available at: <http://www.recovery.gov/sites/default/files/Whistleblower+Poster.pdf>

⁶ Guidance on determining federal wage rates for weatherization can be found in Exhibit K, or as directed by the U.S.

pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. For City Construction Contracts, these rates are found at <http://choice.cityofhouston.net/aad/index.html>.

3.26.8.3 In addition to the requirements of Section 3.23 (Prevailing Wage Rates) and the above Sections 3.26.8.1 and 3.26.8.2, the Parties agree to comply with the Davis-Bacon Act requirements set forth in **Exhibit J** (US Department of Labor ARRA Required Clauses) and **Exhibit K** (Texas Residential Weatherization Wage Determination S2009-TX-001 dated Dec. 11, 2009). Both **Exhibits J and K** are attached and incorporated herein. With regards to **Exhibit J**, the Parties agree to comply with each of the Clauses as applicable, including Clause XX (Davis Bacon Act Requirements), Clause XXX (Contract Work Hours and Safety Standards Act), and Clause XXXX (Recipient Functions). With regards to **Exhibit K**, it is the intent of the Parties that the link lead to the most current U.S. Department of Labor Texas Residential Weatherization Wage Determination, but they also acknowledge that the U.S. Department of Labor may, without notice, revise its determination, in which case Contractor agrees to abide by the new final determination.

3.26.9 Compliance with the Hire American Workers

3.26.9.1 Contractor will adhere to and comply with ARRA § 1611.

3.26.9.2 The City will adhere to and comply with ARRA § 1611.

3.26.10 Compliance with State Funding Contract. Contractor will comply with all of the duties, responsibilities and obligations imposed on the City (referred to as the “Subrecipient” in the contract) and set forth in the City’s contract with the Texas Department of Housing and Community

Department of Labor.

Affairs (TDHCA) attached hereto as **Exhibit I**, which is explicitly incorporated herein. Contractor shall provide all necessary information, data, reports, and documents in a timely manner so that the City may meet its reporting obligations under the TDHCA contract. Contractor may request that City submit a request to TDHCA for a non-binding guidance to explain the rules and provide direction on the terms of the City's contract in accordance with Section 17 of **Exhibit I**; however, it shall be City's sole discretion as to whether and in what form to submit such a request, and Work shall not be suspended while a response is pending.

3.26.11 Training and Technical Assistance Funds. Training and technical assistance funds shall be used for State sponsored, U.S. Department of Energy ("DOE") sponsored, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP in accordance with the Texas Administrative Code: 10 TAC §5.532. For Training and Technical Assistance other than State or DOE sponsored Contractor must receive prior written approval from the Director.

3.26.12 Travel Costs. Allowable travel costs under this Agreement shall be determined in accordance with OMB Circulars A-122 or A-87, as applicable, any TDHCA issuance on travel, and with City's written travel policy. Contractor's written travel policy shall delineate the rates which Contractor shall use in computing the travel and per diem expenses of its board members and employees. Prior to incurring any costs for travel, Contractor must provide City with a copy of its travel policy and evidence that such policy has been approved by Contractor's governing body. If Contractor has no established written travel policy, the travel regulations applicable to TDHCA employees shall apply.

IV. DUTIES OF CITY

4.1 Contract Price

Contractor shall perform the services and furnish the deliverables set out in this Agreement in consideration for the City's payment of the Contract Price set forth in each Work Order which shall be

in accordance with the fees provided in **Exhibits A, A-1 and B**. The Contract Price shall only be paid from Allocated Funds, as provided below.

4.2 Taxes

4.2.1 Contractor shall pay all sales, consumer, use, and similar taxes for the Work, or portions thereof, provided by Contractor that it is legally required to pay, whether or not in effect on the Effective Date of this Agreement.

4.2.2 Contractor shall obtain, and require Subcontractors to obtain, all necessary permits from the State and from local taxing authorities to perform contractual obligations under the Agreement, including sales tax permits.

4.2.3 The City is exempt from the Federal Transportation and Excise Tax, and Texas Limited Sales and Use Tax. Contractor shall comply with federal regulations governing such exemptions. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

4.2.4 Materials incorporated into the Work are exempt from state sales tax according to provisions of the Texas Tax Code, Chapter 151, Subsection H.

4.3 Method of Payment

4.3.1 The City shall pay Contractor the unit prices specified in **Exhibit A-1** according to the method specified in **Exhibit B** for all of Contractor's services under this Agreement, but such payments may only be made from Allocated Funds, as provided below.

4.3.2 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific Residences inspected in the preceding month and the total fee for that month. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.3.3 **Disputed Payments.** If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

4.4 Limit of Appropriation

4.4.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

4.4.2 The City's obligation for payment under this Agreement, if any, is limited to Weatherization Assistance Program funds received from TDHCA pursuant to the City's contract set forth in **Exhibit I**; unless adequate funds are received, the City shall have no obligation to pay Contractor. Except as provided below, Contractor must look to these designated funds only and to no other funds for the City's payment under this Agreement.

4.4.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **dollars (\$)** to pay money due under the Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

4.4.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

4.4.4 City Council delegates to the Director the authority to approve up to **three million dollars (\$3,000,000)** in Supplemental Allocations for this Agreement without returning to Council.

4.4.5 The Original Allocation plus all supplemental allocations are the Allocated Funds (“Allocated Funds”). The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor’s only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

4.5 Suspension of Performance

4.5.1 Suspension by Director. The Director may suspend Contractor’s performance under this Agreement, with or without cause, by notifying Contractor in writing. Contractor shall resume work when directed to do so by the Director. The City shall not be liable for any additional costs incurred by Contractor resulting, directly or indirectly, from suspension. The City shall not grant any compensation or extension of time under this Section if the suspension results from non-compliance of Contractor or its subcontractors with any requirement of this Agreement. If Contractor’s

performance is to be suspended without cause, the Director shall first give the Contractor at least forty-five (45) days advance written notice.

4.5.2 Suspension by Contractor. In the event the Allocated Funds under the Agreement are insufficient to compensate Contractor for Work in accordance with the payment provisions hereof, Contractor may suspend its performance at such time as the total amount of Allocated Funds are expended or obligated for payment to the Contractor, but shall resume such Services, if and when authorized by the Director, upon a Supplemental Allocation of additional funds by City Council.

4.6 Work by the City. The City reserves the right to undertake or award contracts for the performance of the same or similar type work as contemplated under this Agreement, and to do so will not breach or otherwise violate the Agreement.

V. TERM AND TERMINATION

5.1 Contract Term. This Agreement is effective on the Effective Date and expires one (1) year thereafter unless sooner terminated according to the terms of this Agreement.

5.2 Renewal Options. If sufficient funds are allocated, the Director, at his or her sole discretion, may make a request to Contractor to renew this Agreement for one (1) additional one-year option periods, upon at least thirty (30) days' prior written notice before the expiration of the initial or first-option term. Any renewal, pursuant to this Section, shall be upon the same terms and conditions of the Agreement.

5.3 Termination for Convenience by City. The Director may terminate this Agreement at any time by giving thirty (30) days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

5.3.1 On receiving such termination notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section IV unless the fees exceed the allocated funds remaining under this Agreement.

5.3.2 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

5.4 Termination for Cause

5.4.1 Each of the following acts or omissions of Contractor or occurrences shall constitute an "Event of Default" under the Agreement:

- (a) Contractor refuses or fails to supply enough properly skilled workers or proper Products;
- (b) Contractor disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (c) Contractor is guilty of material breach of any duty or obligation of Contractor under the Agreement;
- (d) Contractor has had any other contract with the City terminated for cause at any time subsequent to the Effective Date of the Agreement;

- (e) A lien is filed on any property allegedly or actually due to Contractor's actions or inaction under this Agreement, and Contractor fails to get such lien released, or not bonded around, for a period of thirty (30) days from the date of such filing unless within said period Contractor is contesting in good faith the validity of such lien and has posted a bond in favor of the City during such contest;
- (f) Contractor files voluntarily for bankruptcy or insolvency, or a filing of involuntarily bankruptcy or insolvency is filed against Contractor, or there exists the threat of voluntary or involuntary bankruptcy or insolvency, or a receiver is appointed for all or substantially all of the property of Contractor;
- (g) Contractor or any of its officers or directors are indicted, charged, convicted or pleads guilty to a misdemeanor or felony criminal act involving (i) a financial crime, (ii) a violation of an environmental law, (iii) a crime involving moral turpitude, or (iv) any other conduct relevant to the purposes of this Agreement;
or
- (h) Contractor fails to comply with the requirements of the Director in prosecuting the Work with sufficient diligence to ensure completion by the Completion Deadline.

5.4.2 If an Event of Default occurs, Director may deliver a written notice to Contractor describing the Event of Default and giving the Contractor no less than 5 days in which to cure the Event of Default. If after the cure period, Contractor has failed and/or refused to cure said Event of Default, then the City may deliver a second written notice to Contractor giving notice of the termination of the Agreement or of the termination of the Contractor's performance under the Agreement ("Notice of Termination"). If City issues a Notice of Termination, then City may:

- (a) Take possession of the site and all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor; and
- (b) Finish the Work by whatever reasonable method City may deem expedient.

5.4.3 After Contractor's receipt of a Notice of Termination, and except as otherwise directed in writing by the City, Contractor shall immediately:

- (a) Stop performance on the date and to the extent specified in the Notice of Termination.
- (b) Place no further orders or subcontracts for materials, equipment or services.
- (c) Terminate all orders and subcontracts to the extent that they relate to performance of the work terminated.
- (d) Assign to the City, in the manner, at the times, and to the extent directed by the Director, all rights, title, and interest of Contractor, under the supply orders and subcontracts. The City may settle or pay any or all claims arising out of termination of the orders and subcontracts.
- (e) Settle all outstanding liabilities and all claims arising out of the termination of supply orders and subcontracts with approval of the Director.
- (f) Take such action as may be necessary, or as the Director may direct, for protection and preservation of property related to the scope of work that is in possession of Contractor, and in which the City has or may acquire an interest.
- (g) Secure the work in a safe state before leaving the site or City Facility, providing any necessary safety measures, shoring, or other devices.
- (h) And, reimburse the City for its actual attorney fees and other reasonable expenses incurred for the enforcement of this Agreement.

5.4.4 If the City terminates the entire Agreement or terminates Contractor's performance under the Agreement for any one or more Event of Default, Contractor may not receive any further payment until the Scope of Work is complete, subject to provisions of **Section 5.4.5** below.

5.4.5 If the unpaid balance of the Contract Price exceeds the costs of finishing the Work, including liquidated damages and other amounts due under the Agreement, the balance will be paid to Contractor or Contractor's surety as appropriate. If the costs of finishing the Work exceed the unpaid balance, Contractor shall, within ten (10) days of receipt of written notice setting out the amount of the excess costs, pay the difference to the City. The amount to be paid to Contractor or the City, will be certified by City Engineer in writing, and this obligation for payment shall survive termination of the Agreement or termination of Contractor's performance under the Agreement. Termination of the Contractor for cause shall not relieve the Surety from its obligation to complete the project.

5.5 Force Majeur

5.5.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, and other acts of God, explosions, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

5.5.2 This relief is not applicable unless the affected party does the following:

- (a) Uses due diligence to remove the effects of the Force Majeure as quickly as possible; and
- (b) Provides the other party with prompt written notice of the cause and its anticipated effect including the anticipated length of the suspension of services hereunder and the anticipated date of resumption.

5.5.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5.5.4 If the Force Majeure continues for more than fourteen (14) days from the date performance is affected, the Director may terminate this Agreement by giving seven (7) days written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.**

VI. MISCELLANEOUS

6.1 Independent Contractor. Contractor is an independent Contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractor's performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

6.2 Severability. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

6.3 Entire Agreement. This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

6.4 Written Amendment. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council if applicable) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.5 Choice of Law and Venue. This Agreement is shall be interpreted in accordance with the laws and jurisprudence of the State of Texas, without regard to its choice of law provisions. The Parties consent that venue for any litigation relating to this Agreement is Harris County, Texas.

6.6 Notices. All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in **Section 1.1**. or at such other address as the receiving party designates by proper notice to the sending party.

6.7 Captions. Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

6.8 Non-Waiver. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement. An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

6.9 Inspections and Audits. City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in

connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least four (4) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

6.10 Enforcement. The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

6.11 Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

6.12 Survival. Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

6.13 Parties In Interest. This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

6.14 Successors and Assigns. This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

6.15 Business Structure and Assignments. Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the

assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee. Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent. Any series, as defined by the TEX. BUS. ORG. CODE ANN., affiliate, subsidiary, or successor to which Contractor assigns or transfers assets shall join in privity and be jointly and severally liable under this Contract.

6.16 Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies that exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

6.17 Contractor Debt. IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

6.18 Dispute Resolution. Any disputes or claims arising under the Agreement shall be resolved in accordance with Section 4.3 Claims and Disputes, Section 4.4 Resolution of Claims and

Disputes, and Section 4.5 Non-Binding Mediation provisions contained in Document 00700, General Conditions, of the Contract Documents.⁷

6.19 Publicity. Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

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All City of Houston standard form Contract Documents can be downloaded from:
<http://documents.publicworks.houstontx.gov/document-center/engineering-and-construction/index.htm>.

EXHIBIT A

SCOPE OF WORK REEP TDHCA AND REEP PLUS

The City of Houston will administer two programs. The program funded by the Texas Department of Housing and Community Affairs (REEP TDHCA) and the program funded by CenterPoint (REEP Plus).

Contractors are encouraged to undertake outreach efforts in their designated territories. The City of Houston will provide marketing material. Any outreach material created by the contractor must be approved by the City.

A. REEP TDHCA Requirements:

1. The City of Houston staff will determine the eligibility of all applicants. If a home is deemed eligible under TDHCA guidelines, the home is assigned to a third-party assessor and weatherization contractor.
 - a. The household income must be at or below the 200 percent of federal poverty guidelines.
 - b. Contractors can only work in homes assigned to them by the City and have had an assessment by the third-party assessors. Homes that are weatherized that were not assigned by the City and not assessed by the City's third-party assessor will not be reimbursed.
2. A contractor is notified that a home is eligible through the REEP Quickbase Database. The contractor will go into the database and have access to only the homes assigned to them. Once the home is assigned, it is the contractor's responsibility to contact the home to set up an appointment for the weatherization of the home, unless Contractor notifies the City in writing that it is declining to weatherize a particular home or homes under this Agreement which it may do at its sole discretion. In such instances, the City will reassign the home or homes to another contractor(s).
3. The maximum allowable cost for weatherization measures to be installed in a home are \$6,500. Contractors will not be reimbursed over this amount.

B. Weatherization Scheduling and Responsibilities:

1. The contractor is responsible for contacting household to set-up appointment to install measures. The contractor will coordinate and perform the installation activities, as well as the recycling or disposal of old appliances. The contractor shall complete all required services and input updated measure installation data for each home included in a work order within forty-five (45) calendar days of being notified of the new unit in the Quickbase database.
 - Units older than 45 days - The contractor must note in the Quickbase database the circumstances that have resulted in a unit being in work for more than 45 days. The contractor must communicate with the City about units that are approaching the 45 day limit and provide an explanation for not meeting the deadline.

2. Each contractor and subcontractor working in a unit must leave contact information for the applicant.
3. Contractor shall move furniture in the immediate work area and replace it in its original location, at no cost to the City.
4. The Contractor shall ensure that no damage to private or public property results from its operations. Contractor shall repair or replace any damaged items at its sole expense.
5. The contractor shall fix broken glass panes only if necessary in the installation of energy efficient measures. The contractor shall patch drywall where it is appropriate to ensure proper installation and functioning of the insulation.
6. All material and labor that is required to support the installation of eligible measures that are not listed in Exhibit A1, can be invoiced at cost multiplied by a coefficient of 1.15.

C. Health and Safety:

1. Health and Safety measures must be installed according to the assessment conducted by the third-party assessor.
2. The maximum Health and Safety cost to implement any TDHCA home is thirteen hundred dollars (\$1,300.00). Any dollar amount that exceeds this cost will have to be reviewed and approved by the Director.
3. Space Heaters: Contractors must follow the Department of Energy WEATHERIZATION PROGRAM NOTICE 08 SPACE HEATER POLICY, EFFECTIVE DATE: March 3, 2008
 - a. The contractor must vent all primary unvented heat sources –All unvented space heaters in the house must be vented prior to installing any weatherization measure and must comply with the International Residential Code which includes input rating and location
 - b. Any newly installed space heaters must comply with the Internal Residential Code including input rating and location.
 - c. Any replaced or unvented space heaters MUST be removed from the dwelling. Replaced or unvented space heaters may not be used as secondary heating sources.
 - d. All secondary space heating sources must comply with IRC and the IFGC;
4. Natural Gas Water Heaters: The contractor must insure all natural gas water heaters are properly vented and must comply with the International Residential Code which includes input rating and location.
5. Lead Evaluation: The contractor must conduct a lead safe renovator assessment in each TDHCA home that qualifies for lead safe work practices.
6. The contractor will be paid \$50 per house for each lead renovator assessment.
 - a. The contractor, all employees working on the weatherized dwelling and subcontractors must provide written verification that they received lead safe training and material.
 - b. The household must be given a Renovate Right pamphlet before weatherization work on the house begins. The household must sign an acknowledgment after receiving a pamphlet. The contractor cannot perform assessment or weatherization activity unless a Certified Lead Renovator is on site.

- c. The contractor must upload the Renovate Right Lead Safe Work Practices form signed by the applicant into the Quickbase Database.

D. Measure Installation:

1. Contractor will clarify all questions or concerns pertaining to the work order with the assessor prior to beginning work.
2. Contractor will not ask the applicant to contact the assessor to request additional work to be done on the home.
3. Contractor must fill out a Building Weatherization Report for all units.
4. Items installed that are not deemed appropriate will not be reimbursed.
5. All material installed in homes must meet standards set by 10 C.F.R. Appendix A to Part 440- Standards for Weatherization Materials.
6. Priority List Units:
 - a. Work Order: The Quickbase Database Priority List Weatherization Measures section completed by the assessor and assigned to the contractor, will serve as the work order for the contractor.
 - b. Contractor will only install health and safety and weatherization measures deemed appropriate by the assessor and listed in the Priority List Weatherization Measures section of the Quickbase Database.
 - c. Additional Work under Priority List:
 - d. The contractor may utilize the \$400 miscellaneous cost to support weatherization measure installation for each unit.
 - e. For any additional work greater than **\$325**, the contractor must receive permission from the City before doing additional work.
 - f. For any additional work less than **\$325**, the contractor may go ahead and do the additional work and then reconcile with post inspector during post inspection.
 - g. Contractor will install items based on price list in Exhibit A-1 of this contract
 - h. Charges for items not included in this list will not be reimbursed unless contractor has notified the City of additional costs
 - i. Contractor must enter all measures installed in the house, into the REEP Database, under the Weatherization Section, as well as complete the Building Weatherization Report.
7. NEAT Units:
 - a. Work Order: Contractor will install all items listed in the NEAT Work Order provided by the assessor.
 - b. Contractor will not deviate from NEAT Work Order unless permission is provided by the assessor.
 - c. Upon permission, a new NEAT Work Order will be created to meet change order requirements.
 - d. Different from the Priority List, the contractor cannot do any additional work without the permission of the assessor and a revised NEAT Work Order.
 - e. HVAC Installation under NEAT:

- f. The contractor will install HVAC equipment per the NEAT assessment conducted by the third party assessor.
- g. The contractor will conduct a Manual J assessment for all HVAC replacements. The contractor will upload a copy of the Manual J to the REEP Quickbase Database.
- h. If the outcome of the Manual J assessment conducted by the contractor differs by greater than .5 ton from the assessment conducted by the third-party assessor, the contractor must communicate the discrepancy with the assessor and have a new work order created for the unit.
- i. **The contractor will be paid \$345.00 for the Manual J assessment.**
- j. An HVAC tune-up charge can only be charged if the assessment does not call for a complete HVAC replacement.

E. Post-inspection Coordination: The contractor must actively coordinate with the post inspector to ensure that post inspections are scheduled the last day the contractor will be working in the single-family unit.

F. Invoicing Requirements: Contractor must provide the following forms for each unit upon completion of work:

- 1. Building Weatherization Report (BWR) – all information, including final carbon monoxide reading, final blower door reading, and begin and end work date must be entered into report.
 - a. The end date is the date where the unit has past post-inspection.
 - b. Units with incomplete BWR's will not be paid until BWR is complete.
- 2. Material and Labor invoices and receipts for all work completed.
- 3. Lead Renovator Form signed and dated by applicant.

G. Applicant Education: The contractor must educate the client on energy efficiency and weatherization practices for all activities related to TDHCA homes.

- 1. Client education will include energy efficient education material.
- 2. This information will be provided by the City to the contractors.

H. Deferring Weatherization:

- 1. Any units that are deferred by a contractor must include photos and a description justifying the reason to defer the unit. This information must be uploaded under the applicant file in the Quickbase database.
- 2. The contractor may defer from weatherizing a home in the following circumstances:
 - a. The client has known health conditions that prohibit the installation of insulation and other weatherization materials.
 - b. The house has sewage or other sanitary problems that would further endanger the client and weatherization installers if weatherization work were performed.
 - c. The house has been condemned or electrical, heating, plumbing, or other equipment has been "red tagged" by local or state building officials or utilities.

- d. Dangerous conditions exist and have not been resolved to Contractor's reasonable satisfaction using existing and accepted health and safety measures (including without limitation high carbon monoxide levels in combustion appliances).
 - e. The client is uncooperative, abusive, or threatening to the crew, subcontractors, auditors, inspectors, or others who must work on or visit the house.
 - f. The extent and condition of lead-based paint in the house would potentially create further health and safety hazards.
 - g. Illegal activities are being conducted in the dwelling unit.
 - h. Dangerous conditions exist due to the presence of Hazardous Materials.
3. The contractor must **NOT** weatherize a home in the following circumstances:
- a. The unit was previously weatherized with weatherization funds after September 30, 1994.
 - b. The building structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that failure is imminent and the conditions cannot be resolved cost-effectively.
 - c. Moisture problems are so severe they cannot be resolved under existing health and safety measures and with minor repairs.
 - d. The dwelling is vacant.
 - e. Demolition of the dwelling scheduled in the next 12 months.
 - f. The dwelling is condemned.
 - g. The client/owner refuses to allow any weatherization work.

I. REEP PLUS

1. Contractors will conduct REEP Plus (AIA) work separate from REEP TDHCA. A REEP Plus home cannot also be a REEP TDHCA home. Any work billed in this manner will not be reimbursed.
2. If a home is deemed a REEP Plus home, the assignment of a home to a specific contractor in the REEP Database constitutes a notice to conduct an assessment of the home. To be eligible, the household income must be at or below the federal poverty guideline of 200%.
 - a. REEP Plus Assessment – The contractor is responsible for contacting the household to set-up an appointment for the assessment.
 - i. Upon arrival of the home, the contractor shall conduct an assessment of the home following AIA guidelines.
 - ii. For REEP Plus homes the contractor shall input home data collected during the Assessment into the program database (AIA/Frontier database). The program database will calculate SIR (savings to investment ratio) for each of the applicable REEP Plus measures and will determine the most cost effective combination of

measures to be installed, up to the maximum expenditure per home. Maximum expenditure for REEP PLUS is \$6,500.00.

- b. After an assessment is complete and the house data has been entered into the AIA/Frontier database by contractor, the City will verify measures to be installed and issue a work authorization. This work authorization is the notice to proceed with the installation of the measures. If a contractor installs measures prior to work authorization the measures installed will not be reimbursed
- c. REEP PLUS Measure Installation
 - i. Contractor will only install weatherization measures deemed appropriate by the AIA/Frontier Database
 - ii. Items installed that are not deemed appropriate will not be reimbursed
- d. Contractor will install items based on price list established in the Frontier Database of this contract. Charges for items not included in this list will not be reimbursed unless contractor has notified the City of additional costs
- e. The contractor is responsible for contacting household to set-up appointment to install measures. The contractor will coordinate and perform the installation activities, as well as the recycling or disposal of old appliances. The contractor shall complete all required services and input updated measure installation data for each home included in a work order within forty-five (45) calendar days of work order submittal.
- f. Contractor shall move furniture in the immediate work area and replace it in its original location, at no cost to the City.
- g. The Contractor shall ensure that no damage to private or public property results from its operations. Contractor shall repair or replace any damaged items at its sole expense.
- h. The contractor shall fix broken glass panes only if necessary in the installation of energy efficient measures. The contractor shall patch drywall where it is appropriate to ensure proper installation and functioning of the insulation. The contractor will be compensated based on the pre-priced work item schedule below in Exhibit A-1.

J. Reporting: The contractor must provide a weekly report, in Excel Format that contains the following information for each Residence for which weatherization will be performed during the following week:

- 1. Name
- 2. Address
- 3. Neighborhood
- 4. Work to be done – Assessment, Weatherize or Follow-up
- 5. Date contractor will visit home
- 6. Expected time of visit
- 7. Comments

Exhibit A-1

2011 REEP Price List

2011 REEP Price List					
Shaded items have no Weatherization Coefficient Factor					
HEALTH AND SAFETY	Units	UnitCost	LaborCost	Base Cost	Current
Smoke detector	each	\$15.00	\$5.00	\$20.00	\$24.00
Carbon monoxide detector	each	\$25.00	\$5.00	\$30.00	\$36.00
Remove vent-a-hood	each		\$40.00	\$40.00	\$48.00
Kitchen Vented exhaust fan 30"	each	\$52.00	\$200.00	\$252.00	\$302.40
Kitchen Vented exhaust fan 32"	each	\$55.00	\$200.00	\$255.00	\$306.00
Kitchen Vented exhaust fan 36"	each	\$60.00	\$200.00	\$260.00	\$312.00
Vent range hood to code (all materials included)	each	\$125.00	\$70.00	\$195.00	\$234.00
Remove, cap off and seal bath wall heater	each		\$50.00	\$50.00	\$60.00
Water heater draft diverter	each	\$3.00	\$3.00	\$6.00	\$7.20
18" water heater floor stand	each	\$45.00	\$35.00	\$80.00	\$96.00
30 gal ng wh w/ connector, gas cock, new water lines	each	\$350.00	\$200.00	\$550.00	\$660.00
40 gal ng wh w/connector, gas cock, new water lines	each	\$550.00	\$200.00	\$750.00	\$900.00
Vent new water heater to code (all materials included)	each	\$125.00	\$70.00	\$195.00	\$234.00
14 SEER Natural Gas Furnace 45,000 btu/ 2.0 ton (includes all material and venting)	each	\$650.00	\$850.00	\$1,500.00	\$1,800.00
14 SEER Natural Gas Furnace 70,000 btu/ 2.5 ton (includes all material and venting)	each	\$675.00	\$850.00	\$1,525.00	\$1,830.00
14 SEER Natural Gas Furnace 90,000 btu/ 3.0 ton (includes all material and venting)	each	\$700.00	\$850.00	\$1,550.00	\$1,860.00
14 SEER Natural Gas Furnace 90,000 btu/ 3.5 ton (includes all material and venting)	each	\$725.00	\$850.00	\$1,575.00	\$1,890.00
14 SEER Natural Gas Furnace 100,000 btu/ 4.0 ton (includes all material and venting)	each	\$800.00	\$850.00	\$1,650.00	\$1,980.00
20,000-25,000 BTU vented space heater	each	\$575.00	\$220.00	\$795.00	\$954.00
30,000 BTU vented space heater	each	\$600.00	\$220.00	\$820.00	\$984.00

50,000 BTU vented space heater	each	\$763.00	\$220.00	\$983.00	\$1,179.60
Vent new space heater to code (all materials included)	each	\$125.00	\$70.00	\$195.00	\$234.00
TMP drain lines	each	\$700.00	\$110.00	\$800.00	\$960.00
30" Gas Stove	each	\$375.00	\$113.70	\$488.70	\$586.44
30" Cook top stove	each	\$300.00	\$110.00	\$410.00	\$492.00
Built in single oven	each	\$600.00	\$150.00	\$750.00	\$900.00
Built in double oven	each	\$800.00	\$150.00	\$950.00	\$1,140.00
Lead Renovator Flat Fee (all materials included)	per home testing only			\$50.00	\$50.00
Materials for Lead Safe Measures	per home	\$99.99		\$99.99	\$99.99
Junction Box	each	\$7.00	\$18.00	\$25.00	\$30.00

AIR INFILTRATION (\$260 for priority list)	Units	UnitCost	LaborCost	Base Cost	Current
Foamboard	sq. ft.	\$0.40	\$0.80	\$1.20	\$1.44
250 lb Attic Folding Stairway w/trim	each	\$160.00	\$175.00	\$335.00	\$402.00
A/C insulated side panels/weather stripping	each	\$10.00	\$15.00	\$25.00	\$30.00
Sash lock & shims	each	\$1.50	\$3.00	\$4.50	\$5.40
Inside trim (casing Trim)	per lin ft.	\$0.90	\$1.30	\$2.20	\$2.64
Outside trim (1x4, 1x6)	per lin ft.	\$0.75	\$1.10	\$1.85	\$2.22
3/4 plywood CDX	sq. ft.	\$1.00	\$1.45	\$2.45	\$2.94
Re-nail Paneling	sq. ft.		\$0.70	\$0.70	\$0.84
Paneling	sq. ft.	\$0.66	\$1.14	\$1.80	\$2.16
105, 117 siding	per lin ft.	\$1.48	\$1.60	\$3.08	\$3.70
Hardboard sheet siding	sq. ft.	\$0.98	\$1.60	\$2.58	\$3.10
Hardboard 12" siding	per lin ft.	\$0.98	\$1.72	\$2.70	\$3.24
Brick Shoe Molding	per lin ft.	\$1.72	\$1.28	\$3.00	\$3.60
1x4	per lin ft.	\$0.50	\$0.90	\$1.40	\$1.68
1x6	per lin ft.	\$0.55	\$0.90	\$1.45	\$1.74
2x4	per lin ft.	\$0.60	\$0.90	\$1.50	\$1.80
2x6	per lin ft.	\$0.70	\$0.90	\$1.60	\$1.92
1x2	per lin ft.	\$0.50	\$0.72	\$1.22	\$1.46
Base Board	ft.	\$0.90	\$1.30	\$2.20	\$2.64
Removal Sheetrock	per sq.ft.		\$0.60	\$0.60	\$0.72
Sheetrock 1/2"	sq. ft.	\$0.45	\$0.30	\$0.75	\$0.90
Tape and Float	sq. ft.	\$0.55	\$0.50	\$1.05	\$1.26
Paint (to match)	sq. ft.	\$0.05	\$0.15	\$0.20	\$0.24
Clear interior paintable caulk	per tube	\$1.55	\$5.00	\$6.55	\$7.86
Mortar caulk	per tube	\$2.50	\$3.50	\$6.00	\$7.20
Foam filler (spray foam)	ft.	\$0.15	\$2.00	\$2.15	\$2.58
Weather Stripping for exterior door (Silicone jamb up)	each	\$15.00	\$15.00	\$30.00	\$36.00
Roll of Foam tape	each	\$2.50	\$3.50	\$6.00	\$7.20
Aluminum saddle threshold	each	\$25.00	\$15.00	\$40.00	\$48.00

Door sweep	each	\$5.00	\$10.00	\$15.00	\$18.00
Switch / Outlet Covers	each	\$0.50	\$1.00	\$1.50	\$1.80
Switch / Outlet Gaskets	each	\$0.40	\$1.00	\$1.40	\$1.68

DUCT SEALING	Units	UnitCost	LaborCost	Base Cost	Current
Grill Seal	each	\$15.00	\$10.00	\$25.00	\$30.00
Duct Sealing - Register	each	\$3.00	\$7.00	\$10.00	\$12.00
Duct blower test	each			\$125.00	\$150.00
Duct Sealing - Plenum/Air Intake	each	\$55.00	\$90.00	\$145.00	\$174.00

INSULATION	Units	UnitCost	LaborCost	Base Cost	Current
Attic Insulation -Cellulose, Blown - R-11	SqFt	\$0.38	\$0.20	\$0.58	\$0.70
Attic Insulation -Cellulose, Blown - R-13	SqFt	\$0.38	\$0.20	\$0.58	\$0.70
Attic Insulation -Cellulose, Blown - R-19	SqFt	\$0.55	\$0.25	\$0.80	\$0.96
Attic Insulation -Cellulose, Blown - R-22	SqFt	\$0.56	\$0.35	\$0.91	\$1.09
Attic Insulation -Cellulose, Blown - R-26	SqFt	\$0.57	\$0.40	\$0.97	\$1.16
Attic Insulation -Cellulose, Blown - R-30	SqFt	\$0.58	\$0.45	\$1.03	\$1.24
Floor Insulation -Fiberglass Faced Batt - R-11	SqFt	\$0.40	\$0.50	\$0.90	\$1.08
Wall Insulation -Cellulose, Blown - 2x4 Filled	SqFt	\$0.50	\$1.00	\$1.50	\$1.80
Wall Insulation -Faced Batt R-13	SqFt	\$0.47	\$0.28	\$0.75	\$0.90
Sill Insulation -Fiberglass Faced Batt - R-19	SqFt	\$0.45	\$0.30	\$0.75	\$0.90
Kneewall Insulation - Fiberglass Faced Batt - R-13	SqFt	\$0.30	\$0.50	\$0.80	\$0.96
Duct Insulation	SqFt	\$0.35	\$0.75	\$1.10	\$1.32
DWH Pipe Insulation	Each	\$5.00	\$10.00	\$15.00	\$18.00
DWH Tank Insulation	Each	\$15.00	\$20.00	\$35.00	\$42.00
Scuttle hole (complete)	each	\$45.00	\$30.00	\$75.00	\$90.00
Scuttle hole (lid)	each	\$17.00	\$10.00	\$27.00	\$32.40

LIGHTING	Units	UnitCost	LaborCost	Base Cost	Current
Compact Fl. -5 Watt	Each	\$2.80	N/A	\$2.80	\$3.36
Compact Fl. -7 Watt	Each	\$2.80	N/A	\$2.80	\$3.36
Compact Fl. -9 Watt	Each	\$2.80	N/A	\$2.80	\$3.36
Compact Fl. -11 Watt Flood	Each	\$5.75	N/A	\$5.75	\$6.90
Compact Fl. -13 Watt	Each	\$2.95	N/A	\$2.95	\$3.54
Compact Fl. -15 Watt Flood	Each	\$5.75	N/A	\$5.75	\$6.90

Compact Fl. -18 Watt	Each	\$3.20	N/A	\$3.20	\$3.84
Compact Fl. -18 Watt Flood	Each	\$7.00	N/A	\$7.00	\$8.40
Compact Fl. -25 Watt	Each	\$3.30	N/A	\$3.30	\$3.96
Compact Fl. -26 Watt	Each	\$3.30	N/A	\$3.30	\$3.96
Compact Fl. -38 Watt	Each	\$3.40	N/A	\$3.40	\$4.08
Compact Fl. -Torpedo Light	Each	\$4.00	N/A	\$4.00	\$4.80
Installation of Light Bulbs	Total House		\$30.00	\$30.00	\$36.00

COOLING EQUIPMENT	Units	UnitCost	LaborCost	Base Cost	Current
Smart Thermostat	each	\$33.00	\$20.44	\$53.44	\$64.13
HVAC System Tune-up	each		\$100.00	\$100.00	\$120.00
Window A/C - 6,000 Btu Energy Star (Priority List)	each	\$162.50	\$25.00	\$187.50	\$225.00
Window A/C - 8,000 Btu Energy Star (Priority List)	each	\$162.50	\$25.00	\$187.50	\$225.00
Window A/C - 6,000 Btu Energy Star	each	\$225.00	\$25.00	\$250.00	\$300.00
Window A/C - 8,000 Btu Energy Star	each	\$235.00	\$25.00	\$260.00	\$312.00
Window A/C - 10,000 Btu Energy Star	each	\$290.00	\$25.00	\$315.00	\$378.00
Window A/C - 12,000 Btu Energy Star	each	\$335.00	\$50.00	\$385.00	\$462.00
Window A/C - 15,000 Btu Energy Star	each	\$415.00	\$50.00	\$465.00	\$558.00
Window A/C - 18,000 Btu Energy Star	each	\$460.00	\$50.00	\$510.00	\$612.00
Window A/C - 24,000 Btu Energy Star	each	\$500.00	\$50.00	\$550.00	\$660.00
Window A/C - 8,000 Btu Heat/Cool	each	\$390.00	\$25.00	\$415.00	\$498.00
Window A/C - 10,000 Btu Heat/Cool	each	\$410.00	\$25.00	\$435.00	\$522.00
Window A/C - 12,000 Btu Heat/Cool	each	\$440.00	\$50.00	\$490.00	\$588.00
Window A/C - 18,000 Btu Heat/Cool	each	\$498.00	\$50.00	\$548.00	\$657.60
Remove A/C Window unit	each		\$75.00	\$75.00	\$90.00
14-14.5 SEER Unit Air Conditioner (1.5 ton) (all material included excluding blower)	each	\$1,850.00	\$800.00	\$2,650.00	\$3,180.00
14-14.5 SEER Unit Air Conditioner (2.0 ton) (all material included excluding blower)	each	\$1,900.00	\$800.00	\$2,700.00	\$3,240.00
14-14.5 SEER Unit Air Conditioner (2.5 ton) (all material included excluding blower)	each	\$1,950.00	\$800.00	\$2,750.00	\$3,300.00

14-14.5 SEER Unit Air Conditioner (3.0 ton) (all material included excluding blower)	each	\$2,150.00	\$800.00	\$2,950.00	\$3,540.00
14-14.5 SEER Unit Air Conditioner (3.5 ton) (all material included excluding blower)	each	\$2,250.00	\$800.00	\$3,050.00	\$3,660.00
14-14.5 SEER Unit Air Conditioner (4.0 ton) (all material included excluding blower)	each	\$2,350.00	\$800.00	\$3,150.00	\$3,780.00
Blower for 1.5 to 3 ton A/C	each	\$350.00	\$300.00	\$650.00	\$780.00
Blower for 3.5 to 4 ton A/C	each	\$385.00	\$300.00	\$685.00	\$822.00
1.5 ton heat pump	each	\$1,800.00	\$800.00	\$2,600.00	\$3,120.00
2 ton heat pump	each	\$1,950.00	\$800.00	\$2,750.00	\$3,300.00
2.5 ton heat pump	each	\$2,100.00	\$800.00	\$2,900.00	\$3,480.00
3 ton heat pump	each	\$2,250.00	\$800.00	\$3,050.00	\$3,660.00
3.5 ton heat pump	each	\$2,400.00	\$800.00	\$3,200.00	\$3,840.00
4 ton heat pump	each	\$2,550.00	\$800.00	\$3,350.00	\$4,020.00
Manual J (flat fee)	each	\$0.00	\$345.00	\$345.00	\$345.00

REFRIGERATOR	Units	UnitCost	LaborCost	Base Cost	Current
15 cu. Ft. refrigerator	each	\$500.00	\$75.00	\$575.00	\$690.00
18 cu. Ft. refrigerator	each	\$525.00	\$75.00	\$600.00	\$720.00
21 cu. Ft refrigerator	each	\$676.30	\$75.00	\$751.30	\$901.56

WINDOWS	Units	UnitCost	LaborCost	Base Cost	Current
Low E Windows (includes all material)	sq ft	\$9.90		\$9.90	\$11.88
New low E window install (includes removal and install)	each		\$150.00	\$150.00	\$180.00
Window Film	sq ft	\$3.00	\$1.00	\$4.00	\$4.80
Solar Screens	sq ft	\$3.58	\$0.50	\$4.08	\$4.90
Glass Single Strength	united inch	\$0.50	\$0.48	\$0.98	\$1.18
Glass Double Strength	united inch	\$1.00	\$0.48	\$1.48	\$1.78
Window sill	ft.	\$0.75	\$2.00	\$2.75	\$3.30
Window Trim 3/4 x 3/4	ft.	\$0.60	\$0.70	\$1.30	\$1.56
Remove / Reinstall burglar bar	each		\$50.00	\$50.00	\$60.00

HEAT PUMP HOT WATER HEATER (\$1500 max)	Units	UnitCost	LaborCost	Base Cost	Current
Heat Pump Hot Water Heater (add \$85 for permit)	each	\$1,089.00	\$90.00	\$1,179.00	\$1,414.80
Vent new water heater to code (all materials included)	each	\$125.00	\$70.00	\$195.00	\$234.00

DOORS	Units	UnitCost	LaborCost	Base Cost	Current
30" Solid core fiber glass door (remove/reinstall)	each	\$50.00	\$75.00	\$125.00	\$150.00
32" Solid core fiber glass door (remove/reinstall)	each	\$52.00	\$75.00	\$127.00	\$152.40
36" Solid core fiber glass door (remove/reinstall)	each	\$54.00	\$75.00	\$129.00	\$154.80
30" Solid core fiber glass door Unit (remove/reinstall)	each	\$180.00	\$75.00	\$255.00	\$306.00
32" Solid core fiber glass door Unit (remove/reinstall)	each	\$220.00	\$75.00	\$295.00	\$354.00
36" Solid core fiber glass door Unit (remove/reinstall)	each	\$225.00	\$75.00	\$300.00	\$360.00
30" Metal insulated door (remove/reinstall)	each	\$66.00	\$75.00	\$141.00	\$169.20
32" Metal insulated door (remove/reinstall)	each	\$70.00	\$75.00	\$145.00	\$174.00
36" Metal insulated door (remove/reinstall)	each	\$80.00	\$75.00	\$155.00	\$186.00
30" Metal insulated door unit (remove/reinstall)	each	\$150.00	\$75.00	\$225.00	\$270.00
32" Metal insulated door unit (remove/reinstall)	each	\$205.00	\$75.00	\$280.00	\$336.00
36" Metal insulated door unit (remove/reinstall)	each	\$215.00	\$75.00	\$290.00	\$348.00
32" Vinyl Screen Door (remove/reinstall)	each	\$38.00	\$35.00	\$73.00	\$87.60
36" Vinyl Screen Door (remove/reinstall)	each	\$38.00	\$35.00	\$73.00	\$87.60
Concealed door Bottom	each	\$10.00	\$15.00	\$25.00	\$30.00
Door Hinges 3" , 4" (3 per set)	per set	\$8.50	\$14.00	\$22.50	\$27.00
Heavy duty Strike Plates	each	\$5.00	\$12.50	\$17.50	\$21.00
Key alike combination lock set	each	\$32.00	\$52.00	\$84.00	\$100.80
Passage door lock	each	\$10.00	\$10.00	\$20.00	\$24.00
180° Door viewer	each	\$8.00	\$17.00	\$25.00	\$30.00
Large Wall Door Stopper/self stick	each	\$3.00	\$5.00	\$8.00	\$9.60

Miscellaneous	Units	UnitCost	LaborCost	Base Cost	Current
Showerheads	each	\$10.00	\$10.00	\$20.00	\$24.00

EXHIBIT B

FEES

1.0 Prepriced Work Items (PWI)

1.1. Payment for work performed shall be the Coefficient factor listed below multiplied by the applicable unit prices of the PWI in **Exhibit A-1**. The preprice work items list, **Exhibit A-1**, is the maximum allowable cost for each item. All efforts should be made to procure items below these maximums.

Weatherization Coefficient Factor = **1.20**

1.2. The Coefficient factor shall be "net" (e.g. 1.0) or a percentage decrease from (e.g. .95) or increase to (e.g. 1.2) the unit prices in the PWI.

2.0 Non-Prepriced Items

2.1 Subject to Section 4.6 of this Agreement, payment for work performed shall be based on the Coefficient factor of **1.15** multiplied by the cost of non-pre-priced items not contained in the PWI.

2.2 For work requiring an expenditure of \$50,000 or less where pricing cannot be determined by the PWI, the Contractor shall furnish, unless otherwise directed, a breakdown in sufficient detail to permit an analysis of all material, labor, equipment, and subcontract costs. Any amount claimed for Subcontractors shall require price quotations from at least three sources and be supported by a similar cost breakdown, which shall show Subcontractors by prime, and others. All costs claimed are subject to negotiation.

3.0 Coefficient

3.1 The Contractor's price coefficient factor shall include all overhead and profit.

3.2 All prices in the PWI are for completed-in-place construction.

3.3 Costs for temporary construction controls are included in the Coefficient factor and will not be paid separately.

3.4 Costs for expendable supplies, lubricants, wear and tear on tools are incidental to the PWI cost of construction and will not be paid separately.

3.5 Costs for preparation of reports, correspondence, and documentation required by law or this Agreement shall be included in the Coefficient factor. The Coefficient shall also include costs described as costs to provide submittals, interface with the City, and coordination with homeowners and occupants.

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