

EXHIBIT C

Resident Release Form

IN CONSIDERATION OF THE CITY OF HOUSTON'S AGREEMENT TO PAY COSTS OF WEATHERIZATION SERVICES ON MY HOME, I RELEASE THE CITY OF HOUSTON, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO DAMAGE TO MY HOME ITSELF, SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO ANY WORK PERFORMED ON MY RESIDENCE (DESCRIBED BELOW) UNDER THE CITY'S RESIDENTIAL ENERGY EFFICIENCY PROGRAM, 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.

I UNDERSTAND AND AGREE THAT THE CITY DOES NOT WARRANT THAT ANY PRODUCT INSTALLED IN OR SERVICE PERFORMED ON MY RESIDENCE SHALL BE OF ANY PARTICULAR QUALITY OR EFFECTIVENESS.

Date

Resident Name (Please Print)

Street Number and Address

Signature

City, State, ZIP Code

Resident Name (Please Print)

Telephone Number

Signature

EXHIBIT D

EQUAL EMPLOYMENT OPPORTUNITY

1. The Contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or resident for employment because of race, religion, color, sex, national origin, or age. The Contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that residents are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and residents for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The Contractor, subcontractor, vendor, supplier, or lessee states that all qualified residents will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.
3. The Contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the Contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and residents for employment.
4. The Contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The Contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the Contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the Contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other

sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The Contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the Contractor and each subcontractor.

EXHIBIT E

MSBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

1. _____ (MSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. _____ (MSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action nor the applicable statute of limitations.
3. Within 5 business days of execution of this subcontract, Contractor (prime Contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. **Any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:**
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.
 - e. All arbitrations shall be conducted in Houston, Texas unless the parties agree to another location in writing.

EXHIBIT F

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

_____ (Contractor) (Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Contractor Name

Signature

Title

EXHIBIT G

DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
 _____ (Name) (Print/Type) (Title)
 _____ (Contractor) (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

_____ Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

_____ Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

_____ Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is _____.

_____ Initials From _____ (Start Date) to _____ (End Date) the following test has occurred:

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

Initials Any employee who tested positive was immediately removed from the City worksite,
consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials I affirm that falsification or failure to submit this declaration timely in accordance with
established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in
this declaration are within my personal knowledge and are true and correct.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT H

**CONTRACTOR'S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

_____, _____
(Name) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved

in performing _____
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT I

CONTRACT WITH
TEXAS DEPARTMENT OF
HOUSING AND COMMUNITY AFFAIRS

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 160-0000689 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.402)

SECTION 1. PARTIES TO CONTRACT

This contract (hereinafter "Contract") is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas (hereinafter the "Department") and City of Houston (hereinafter the "Subrecipient"). The term of this Contract shall be for the period identified under Attachment A – Budget and Performance Document (hereinafter the "Attachment A").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through August 31, 2011 (hereinafter the "Contract Term").

SECTION 3. DESIGNATED CONTRACTOR CONTACTS

Subrecipient shall designate, in writing, at the time Subrecipient executes this Contract, one or more responsible and qualified individuals as points of contact with the Department to maintain a flow of current information relating to the receipt, deployment, reporting, management and use of funds received under this Contract.

SECTION 4. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, develop and implement a Weatherization Assistance Program (WAP) in accordance with the budget described in Attachment A of this Contract. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of low-income persons. WAP services will be provided to owner occupied units as well as rental units. Priority will be given to households with elderly, persons with disabilities, households with young children that are age five (5) or younger, and/or households with a high energy burden and households with high energy consumption. Subrecipient shall implement WAP in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 et seq.); the U.S. Department of Energy (DOE) regulations codified in 10 C.F.R. Parts 440 and 600; any applicable Office of Management and Budget (OMB) Circulars; the Texas ARRA State Plan; State weatherization regulations; Texas Administrative Code: 10 TAC §5.10-§5.20, §5.501-§5.508; §5.521-§5.532; and §5.601-§5.609. The International Residential Code; International Energy Conservation Code; or in accordance with jurisdictions authorized by State law to adopt later editions; and the terms of this Contract.

SECTION 5. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in Attachment A of this Contract.
- B. Department's obligations under this Contract are contingent upon the actual receipt by Department of adequate federal funds. If sufficient funds are not available, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract.
- C. Department is not liable for any cost incurred by Subrecipient which
- (1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in 10 C.F.R. §440.22;
 - (2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;
 - (3) is incurred to weatherize a dwelling unit previously weatherized with WAP funds, except as provided for in 10 C.F.R. §440.18(e)(2);

- (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 9 of this Contract;
 - (5) is not incurred during the Contract term;
 - (6) is not reported to Department on a monthly ARRA expenditure report and/or a monthly ARRA performance report, within sixty (60) days of the termination of the Contract term;
 - (7) is subject to reimbursement by a source other than Department;
 - (8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to, those enumerated in this Contract; or
 - (9) is used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract. Department may offset or withhold any amount otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.
- E. The Department reserves the right to evaluate the performance and expenditures on this contract and transfer funds at the sole discretion of the Department. Underperformance under this contract may result in subsequent deobligation of funds from this contract.

SECTION 6. METHOD OF PAYMENT/CASH BALANCES

- A. Each month, Subrecipient may request an advance payment of WAP funds under Attachment A by submitting a monthly expenditure Report to Department (through the electronic reporting system) at its offices in Travis County, Texas. Subrecipient must maintain and follow written procedures to minimize the time elapsing between the transfer of funds from Department and the disbursement of such funds by Subrecipient.
- B. Subrecipient's requests for advances shall be limited to the minimum amount needed to perform contractual obligations and timed to be in accordance with actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a 30 day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.
- C. Subsection 4(A) notwithstanding, Department reserves the right to use a cost reimbursement method of payment for all funds if (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department determines that a cost reimbursement method would benefit the program; (4) Department's funding sources require the use of a cost reimbursement method; or (5) Subrecipient fails to comply with any of the reporting requirements of Section 10.
- D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible recipients of the weatherization assistance program and for the payment of the allowable expenditures identified in Section 9 of this Contract.

SECTION 7. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards, 1 T.A.C. § 5.141 et seq. (the "Uniform Grant Management Standards"); all references therein to "local government" shall be construed to mean Subrecipient. Uniform cost principles for local governments are set forth in OMB Circular No. 87, and for non-profits in OMB Circular No. 122. Uniform administrative requirements for local governments are set forth in OMB Circular No. 102 and for non-profits in OMB Circular No. 110.

SECTION 8. PREVAILING WAGES AND RATES PAID TO SUBRECIPIENTS AND SUBCONTRACTORS

Notwithstanding any other provision of law and in a manner consistent with other provisions of the American Recovery and Reinvestment Act of 2009, all laborers and mechanics employed by Subrecipient and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to the American Recovery and Reinvestment Act of 2009 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. All implementing regulations, notices, guidance and any other requirements issued by the federal government related to Subrecipient's performance under this Contract.

SECTION 9. USE OF ALCOHOLIC BEVERAGES

None of the funds provided under this Contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this Contract shall be used for the purchase of alcoholic beverages.

SECTION 10. TERMINATION AND SUSPENSION

- A. Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes but is not limited to Subrecipient's failure to comply with any term of this Contract, the Texas Administrative Code: 10 TAC §5.17 (Sanctions and Contract Close Out), any state weatherization regulation and the WAP State Plan. Department shall notify Subrecipient in writing no less than thirty (30) days prior to the date of termination.
- B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend Subrecipient's performance under this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- C. Department shall not be liable for any costs incurred by Subrecipient after termination or during the suspension of this Contract. The termination or suspension of this Contract notwithstanding, Subrecipient shall not be relieved of any liability for damages due to Department by virtue of any prior or future breach of this Contract by Subrecipient. Department may withhold any payment otherwise due to Subrecipient until such time as the exact amount of damages owed to Department by Subrecipient is determined and paid.

SECTION 11. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 5 and the regulations set forth in 10 C.F.R. §440.18, subject to the limitations and exceptions set forth in this Section.
- B. To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. All weatherization measures installed must be listed on a DOE approved State of Texas Priority List or have an approved State of Texas Energy Audit savings-to-investment ratio (SIR) of one or greater unless otherwise indicated. Weatherization measures installed shall begin with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in 10 C.F.R. Part 440, Appendix A, State of Texas adopted International Residential Code (IRC) or in accordance with jurisdictions authorized by State law to adopt later editions.

Allowable WAP expenditures under Attachment A include:

- (1) purchase and delivery of weatherization materials as defined in 10 C.F.R. §440.3, but not to include storm doors,
- (2) labor costs for doors, primary windows and storm windows that will result in approved energy savings with SIR of one or greater in accordance with 10 C.F.R. §440.19;

EXHIBIT I

- (3) weatherization materials and labor for heating and cooling system tune ups, repairs, modification, or replacements if such will result in improved energy efficiency as demonstrated by SIR of one or better in the approved State of Texas Energy Audit and, whenever available, heating and cooling systems must have an Energy Star rating;
 - (4) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;
 - (5) maintenance, operation, and insurance of vehicles used to transport weatherization materials;
 - (6) maintenance of tools and equipment;
 - (7) purchase or lease of tools, equipment, and vehicles (purchase of vehicles must be approved in advance by Department and DOE);
 - (8) employment of on-site supervisory personnel;
 - (9) storage of weatherization materials, tools, and equipment;
 - (10) incidental repairs (such as repairs to roofs, walls, floors, and other parts of a dwelling unit) if such repairs are necessary for the effective performance or preservation of weatherization measures (If incidental repairs are necessary to make the installation of the weatherization measures effective, the cost of incidental repair measures charged to WAP funds awarded under Attachment A shall not exceed the cost of weatherization measures charged to WAP funds and shall have a whole house SIR of one (1) or greater on the approved State of Texas Energy Audit);
 - (11) allowable health and safety measures; and
 - (12) allowable base load reduction measures. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract term before these funds can be moved.
- C. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in Attachment A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department / DOE Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract term before these funds can be moved.
- D. The cost of liability insurance for the weatherization program for personal injury and for property damage, not to exceed Two Thousand Dollars (\$2,000.00) shall be an allowable WAP expenditure under Attachment A. Subrecipient may request in writing a waiver of the limit on liability insurance. The waiver request must provide price quotes from at least three (3) insurance carriers. If subrecipient is allowed to waive the liability insurance limit, amounts in excess of the \$2,000 may be charged to the administrative or program support category. The liability insurance category has increased to enable subrecipient to purchase pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to ensure that lead is covered and if not, secure adequate coverage for all units to be weatherized. Subrecipients' insurance must cover the pollution occurrence insurance coverage for their independent contractors or the independent contractors must obtain the coverage.
- E. Fiscal audit expenses for the weatherization program not to exceed One Thousand Dollars (\$1,000.00) shall be allowed under Attachment A, subject to Section 15.
- F. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize dwelling units under the direction of qualified supervisors.

SECTION 12. USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS

Contractor shall not use any of the funds provided pursuant to this Contract for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States except as provided in Section 1605 of the American Recovery and Reinvestment Act of 2009.

SECTION 13. RECORD KEEPING REQUIREMENTS

- A. Subrecipient shall comply with the record keeping requirements set forth at 10 C.F.R. §440.24 and with such additional record keeping requirements as specified by Department.
- B. For each dwelling unit weatherized with funds received from WAP under this Contract, Subrecipient shall maintain a file containing the following information:
- (1) completed Application for Weatherization Services indicating the ages of the residents, presence in the household of children age five (5) or younger, elderly persons (60 years or older), and persons with disabilities;
 - (2) 12 month customer billing history for utilities or consumption disclosure release form;
 - (3) eligibility documentation (proof of income eligibility shall consist of checks, check stubs, award letters, employer statements, or other similar documents including total income and public assistance payments); no dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in 10 C.F.R. §440.22. All proof of income must reflect earnings from within 12 months of the start date indicated on the building weatherization report (BWR). Proof of income documentation requirements are the same for both single and multifamily housing, effective January 1, 2005, all new applications must have proof of income or Declaration of Income Statement for the previous 30 days;
 - (4) BWR to include certification of final inspection;
 - (5) invoices of materials purchased and/or inventory removal sheets;
 - (6) invoices of labor;
 - (7) if a rental unit, landlord agreement form (including Exhibits A and B), landlord financial participation form and Permission to Conduct Energy Audit Form (Department form); and all other Landlord forms found in the Energy Assistance Section of the Departments website.
 - (8) Self-help Certification (Department form), if applicable;
 - (9) Notice of Denial (Department form), if applicable;
 - (10) Signed and dated Building Assessment form;
 - (11) Attic Inspection (local design allowed);
 - (12) Wall Inspection (local design allowed);
 - (13) Justification for Omission of Priorities (local design allowed), if applicable;
 - (14) Documentation of pre weatherization carbon monoxide readings for all combustible appliances ;
 - (15) Documentation of post weatherization carbon monoxide readings for all combustible appliances.
 - (16) Blower Door Data Sheet,
 - (17) Copy of the cover sheet, SIR page, and Suggested Repairs and Measures page for the approved State of Texas Energy Audit;
 - (18) A complete approved State of Texas Energy Audit on disk and a disk back-up for all units weatherized (unless using computer based audit);

(19) Signed client receipt of Lead Safe Information (for homes built in 1978 or prior); and

(20) Refrigerator replacement form (if applicable).

- C. Materials standards documentation for weatherization materials purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A of 10 CFR 440.
- D. Subrecipient shall give the federal and state funding agencies, the Comptroller General of the United States, and Department access to and the right to reproduce all records pertaining to this Contract. All such records shall be maintained for at least three years after final payment has been made and all other pending matters are closed. Subrecipient shall include the requirements of this Subsection in all subcontracts.
- E. All WAP records maintained by Subrecipient, except records made confidential by law, shall be available for inspection by the public during Subrecipient's normal business hours to the extent required by the Texas Public Information Act, TEXAS GOVERNMENT CODE ANNOTATED Chapter 552.
- F. All subrecipients must conduct a full household assessment addressing all possible allowable weatherization measures.

SECTION 14. REPORTING REQUIREMENTS

- A. On or before the fifth (5th) day of the month, Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department reporting all activities up to the last day of the previous month. These reports are due each month even if Subrecipient has no new activity to report during the month. Subrecipient must submit the first Performance Report and Expenditure Report no later than October 5, 2009 regardless of whether Subrecipient makes a fund request.
- B. Subrecipient shall electronically submit to Department no later than sixty (60) days after the end of the Contract term of this Contract a final expenditure and programmatic report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in ineligibility to receive additional funds or additional contracts.
- C. Subrecipient shall submit to Department no later than sixty (60) days after the end of the Contract term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program contracts. The inventory shall reflect the vehicles, tools, and equipment on hand as of the last day of the Contract term.
- D. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to 10 C.F.R. §440.25, or by Department.
- E. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, including responses to monitoring reports, Department may withhold any and all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives Weatherization Program funds from the Department over two or more Contracts of subsequent terms, funds may be withheld or this Contract suspended or terminated by Subrecipient's failure to submit a past due report or response (including a report of audit) from a prior Contract term.

SECTION 15. ASSISTANCE IN PREPARING REPORTS ON USE OF FUNDS

Subrecipient shall track all funds under this Contract and their projected statuses separately from all other funds, and shall assist Department in preparing and filing the Department's recipient reports required by Section 1512(c) of the American Recovery and Reinvestment Act of 2009. Subrecipient shall provide to the Department, not later than five (5) calendar days after the end of each calendar quarter, the following information:

- A. An estimate of the number of jobs created and the number of jobs retained by the project or activity;
- B. For infrastructure investments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Contract, and the name of the person to contact, and contact information, if there are concerns with the infrastructure investment;
- C. The names and total compensation of the five most highly compensated officers of the entity if:
 - (1) the recipient in its preceding fiscal year received:
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$ 25,000,000 or more in annual gross revenues from Federal awards; and
 - (2) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 U.S.C. §6104];
- D. Vendor information including description of product or service, name, zip code, DUNS number, payment amount; and
- E. Any other information requested by the Department related to the Contract

SECTION 16. CHANGES AND AMENDMENTS

Any change in the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation and subrecipient is on constructive notice of this change whether actual notice is provided. Except as otherwise specifically provided herein any other change in the terms of this Contract shall be by amendment in writing and signed by both parties to this Contract.

SECTION 17. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on the terms of this Contract.

SECTION 18. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor. Subrecipient agrees to indemnify Department against any disallowed costs or other claims, which may be asserted by any third party in connection with the services to be performed by Subrecipient under this Contract.

SECTION 19. PROCUREMENT STANDARDS & SUBCONTRACTS

- A. Subrecipient shall develop and implement procurement procedures, which conform to the uniform administrative requirements referenced in Section 6 of this Contract. Subrecipient shall not procure supplies, equipment, materials, or services for this Contract except in accordance with its procurement procedures and the Texas Administrative Code: 10 TAC §5.10-§5.12 and §5.608. All procurement contracts, other than "small purchases" shall be in writing and shall contain the required provisions. Subrecipient must obtain advance written permission from DOE through Department before purchasing any vehicle. Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract
- B. In addition to following any applicable state or local procurement laws, Subrecipient shall timely provide the Department with an electronic version of any notice of procurement opportunity for posting on the Department's website

- C. To the maximum extent possible, subcontracts funded under this Contract shall be awarded as fixed-price contracts through the use of competitive procedures. Subrecipient shall post a summary of any contract awarded with such funds that is not fixed-price and not awarded using competitive procedures on the federal website established pursuant to Section 1526 of the American Recovery and Reinvestment Act of 2009.
- D. Subrecipient shall ensure that its subcontractors comply with all applicable terms of this Contract as if the performance rendered by the subcontractor was being rendered by Subrecipient. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner. Subrecipient shall make no payment to subcontractor until all work is complete and has passed a final inspection.
- E. It is the sole responsibility of Subrecipient's authorized weatherization staff to perform every initial assessment, every approved State of Texas Energy Audit, and every final inspection. In an emergency situation, Subrecipient may request in writing that the Department waive this requirement. The Department will review each request separately to determine whether a waiver will be granted, the conditions for the waiver, and the maximum time allotted for the waiver. Under no circumstances will a waiver be granted for longer than six months. Failure to strictly adhere to this policy will result in disallowed costs.

SECTION 20. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
- (1) Subrecipients expending \$500,000 or more in federal financial assistance for any fiscal year ending on or after December 31, 2003, shall have an audit made in accordance with Department's supplemental audit guide, the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular No. 133 - Revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations." For purposes of this Section 15, "federal financial assistance" means assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.
 - (2) Subrecipient shall utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract, provided however that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report, as determined by Department, from Subrecipient.
 - (3) Subrecipient shall submit two (2) copies of the report of such audit to Department within thirty (30) days after the completion of the audit, and no later than nine (9) months after the end of the audit period. However, for fiscal years beginning on or before June 30, 1998, the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report or 13 months after the end of the audit period. Subrecipient shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under this Section 16 are subject to review and resolution by Department or its authorized representative.
 - (4) The audit report must include verification of all expenditures by budget category, in accordance with the final Monthly Expenditure Report submitted to close out the contract year.
- B. Subsection A notwithstanding, Subrecipients expending less than \$500,000 in Federal financial assistance may arrange for the performance of an annual financial statement audit. Such audit should include verification as required in §16(A)(4).
- C. Subsection A notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

- E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.
- F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 21. PROPERTY MANAGEMENT

- A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program. Any equipment, tools, or vehicles having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit must receive prior approval from the Department before the purchase is made.
- B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program contract except in accordance with its own property management system.
- C. Upon termination or non-renewal of this contract, the Department may transfer the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:
 - 1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.
 - 2) The Department will issue disposition instructions after receipt of final inventory.
- D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of Five Thousand Dollars (\$5,000.00) or more.
- E. In addition to the inventory of vehicles, tools, and equipment required under Section 10, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

SECTION 22. INSURANCE REQUIREMENTS

Subrecipient shall maintain adequate personal injury and property damage liability insurance or, if Subrecipient is a unit of local government, shall maintain sufficient reserves to protect against the hazards arising out of or in connection with the performance of this Contract. Subrecipient may obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient shall review existing policies to ensure that lead contamination is covered and if not, secure adequate coverage for all units to be weatherized. Additional liability insurance costs may be paid from administrative or program support categories. The Department strongly recommends the subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

If Subrecipient is not a unit of local government, Subrecipient shall provide Department with certificates of insurance evidencing Subrecipient's current and effective insurance coverage. Subrecipient agrees to notify the Department immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any insurance coverage or required policy endorsements. Subrecipient agrees to suspend the performance of all work performed under this Contract until Subrecipient satisfies the coverage requirements and obtains the policy endorsements, and has delivered to Department certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and has been notified by Department that such performance of the work under this Contract may recommence. Subrecipients must also require all contracting independent subcontractors to have general liability insurance. Subrecipients' insurance must cover the pollution occurrence insurance coverage for their independent subcontractors or the independent subcontractors must obtain the coverage.

SECTION 23. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 24. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct periodic technical assistance visits, desk and on-site monitoring to evaluate the efficiency, economy, and effectiveness of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide technical assistance to Subrecipient and may require changes in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Subrecipient may be required by Department to return to dwelling units to correct identified problems. Department may further review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may withhold funds, place Subrecipient on a cost reimbursement basis, deobligate funds, suspend performance, terminate this Contract, or invoke other remedies in the event monitoring reveals material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within a reasonable period of time.

SECTION 25. LEGAL AUTHORITY

- A. Subrecipient represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform under this Contract
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient to execute this Contract on behalf of Subrecipient and to bind Subrecipient to all terms herein set forth.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, subrecipient is liable to Department for any money it has received for performance of the provisions of this Contract.

SECTION 26. PREVENTION OF FRAUD AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the WAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Subrecipient's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the weatherization program. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.
- C. Department will notify the funding source upon identification of possible instances of waste, fraud, and abuse or other serious deficiencies.
- D. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 27. HB 1196 CERTIFICATION

Subrecipient / Local Operator certifies that it, or a branch, division, or department of Subrecipient / Local Operator does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient / Local Operator, or a branch, division, or department of Subrecipient / Local Operator is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient / Local Operator shall repay the public subsidy with interest, at a rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient / Local Operator of the violation.

SECTION 28. SB 608 CERTIFICATION

Under Section 2261.053, Texas Government Code, Subrecipient / Local Operator certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 29. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient represents that neither it nor any member of its governing body presently has any interest or shall acquire any interest in, directly or indirectly, which would conflict with the performance of this Contract and that no person having such interest shall be employed by Subrecipient or appointed as a member of Subrecipient's governing body.
- B. Subrecipient shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- C. Subrecipient agrees that it will comply with TEX. GOV'T CODE ANN. Chapter 573 by ensuring that no officer, employee, or member of the governing body of Subrecipient shall vote for or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

SECTION 30. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.
- C. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, Subrecipient shall complete and submit a Certification Regarding Lobbying form in accordance with its instructions. No state funds may be given to persons who are required to register under TX GOV'T CODE ANN. 305.
- D. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this section.

SECTION 31. REQUIREMENT TO POST NOTICE OF WHISTLEBLOWER RIGHTS AND REMEDIES

Any employer receiving funds under this Contract shall post notice of the rights and remedies afforded whistleblowers under Section 1553 of the American Recovery and Reinvestment Act of 2009.

SECTION 32. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall on the ground(s) of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract.

SECTION 33. JOB POSTINGS ON WORKINTEXAS.COM

Subrecipient must post all of their Contract-related job opportunities on the Workintexas.com website.

SECTION 34. SPECIAL COMPLIANCE PROVISIONS

Subrecipient shall comply with the requirements of all applicable laws and regulations, including those specified in 10 C.F.R. Part 600.

SECTION 35. TRAINING AND TECHNICAL ASSISTANCE FUNDS

- A. Training and technical assistance funds shall be used for State sponsored, 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 Subrecipient must receive prior written approval from the Department.
- B. Allowable travel costs under this Contract shall be determined in accordance with OMB Circulars A-122 or A-87, as applicable, any Department Issuance on travel, and with Subrecipient's written travel policy. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees. Prior to incurring any costs for travel, subrecipient must provide Department with a copy of its travel policy and evidence that such policy has been approved by Subrecipient's governing body. If Subrecipient has no established written travel policy, the travel regulations applicable to Department employees shall apply.
- C. Department may, from time to time, provide funds in this category that are for the sole purpose of purchasing designated weatherization equipment.

SECTION 36. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source, nor may they in any way serve to reduce the funds or resources, which would have been available to or provided through Subrecipient, had this Contract never been executed.

SECTION 37. DEBARRED AND SUSPENDED PARTIES

- (1) Subrecipient must not make any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension and 45 CFR Part 76."
- (2) Subrecipient certifies that neither it or its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.
- (4) Subrecipient shall include in any subcontracts that failure to adequately perform under this Contract may result in penalties up to and including Debarment from performing additional work for the Department.

SECTION 38. NO WAIVER

No right or remedy given to Department by this Contract shall preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 39. PRIOR ORAL AND WRITTEN AGREEMENTS

All prior oral or written agreements between the parties hereto relating to the subject matter of this Contract have been reduced to writing and are contained herein.

SECTION 40. LEGAL USE OF FUNDS CERTIFICATION

Subrecipient hereby certifies, as a condition to receiving funds from the Department under this Contract, that the funds will be used in accordance with state and federal laws.

SECTION 41. COMMENCEMENT OF ACTIVITY

Prior to the commencement of any home related weatherization expenditures, Subrecipients must attend the September, 2009 Weatherization 101 training conducted by the Department.

SECTION 42. SEVERABILITY

If any portion of this Contract is held to be invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

SIGNED

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

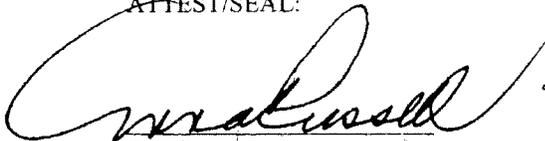
Name: _____

Title: _____

This Contract is not effective unless signed by the Executive Director of the Department or their authorized designee.

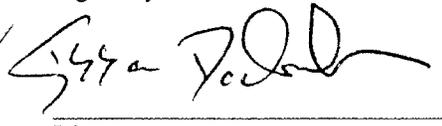
CITY OF HOUSTON, TEXAS

ATTEST/SEAL:



City Secretary

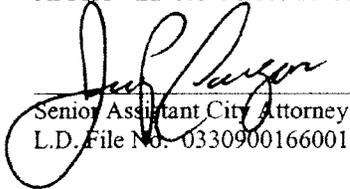
Signed by:



Director,
General Services Department
As authorized by Ordinance 2009-362 (April 29, 2009)

Date Signed: 9/29/09

APPROVED AS TO AUTHORIZATIONS:



Senior Assistant City Attorney
L.D. File No. 0330900166001

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090000089 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.402)

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: City of Houston

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 11,723,737.00	ARRA FUNDS CURRENTLY AVAILABLE
\$ 59,461.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 11,723,737.00	TOTAL ANTICIPATED ARRA FUNDS
\$ 59,461.00	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS ¹

CATEGORIES	FUNDS
² Administration	\$ 586,187.00
³ Liability / Pollution Occurrence Insurance	\$ 46,486.00
Fiscal Audit	\$ 1,000.00
Materials / Program Support / Labor	\$ 8,872,051.00
⁴ Health and Safety	\$ 2,218,013.00
SUB-TOTAL	\$ 11,723,737.00
⁵ Training and Technical Assistance	\$ 59,461.00
TOTAL	\$ 11,783,198.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

- ¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term (by April 30, 2011) will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.
- ² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.
- ³ Denotes \$4,000 for liability insurance and the remaining balance for pollution occurrence insurance
- ⁴ Denotes the maximum allowed for Health and Safety expenditures.
- ⁵ Department approved training / travel only

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

HARRIS

Subrecipient's service area consists of the following Texas cities:

HOUSTON

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. ARRA costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 09/01/2009

City of Houston

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This Contract is not effective unless signed by the Executive Director of the Department or their authorized designee.

US Department of Labor
ARRA Required Clauses

EXHIBIT J

Template: FA-Special Terms and Conditions

8-20-2009 FINAL (APPROVED BY DOL)

FA-TC-0050

Prescription: Include for ARRA Awards when WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT ("RECOVERY ACT") Clauses are required

CLAUSE XX. **DAVIS BACON ACT REQUIREMENTS**

A. Definitions. For purposes of this Clause, Clause XX, Contract Work Hours and Safety Standards Act, and Clause XX, Recipient Functions, the following definitions are applicable:

(1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.

(2) "*Construction, alteration or repair*" means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(b) Painting and decorating; or

(c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.

(3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.

(4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) *Contractor* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.

(6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that

US Department of Labor
ARRA Required Clauses

EXHIBIT J

receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(7) "Site of the work"—

(a) Means--

(i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and

(ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;

(b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(1) They are dedicated exclusively, or nearly so, to performance of the project; and

(2) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and

(c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.

(8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(9) *Subrecipient* means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by

US Department of Labor
ARRA Required Clauses

EXHIBIT J

contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

B. Davis-Bacon Act

(1)(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(i) Applicable to Recipient Only: Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or

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Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.

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(3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Rates of Wages

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.

(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and

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certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(b) The Recipient is responsible for ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

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(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Withholding of Funds

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic,

including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

F. Apprentices and Trainees

(1) Apprentices.

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,

apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

G. Compliance with Copeland Act Requirements

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

H. Subawards and Contracts

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(1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis Bacon Act Requirements" and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause) has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). Within 14 days after issuance of a Contract or lower- tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower- tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower- tier subcontracts. SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

I. Contract Termination -- Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

J. Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility.

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible

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to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

Clause XXX. Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWHSSA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages.

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(1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.

D. Subcontracts. The Subrecipient shall insert in a Contract and a Contractor shall insert in any lower tier subcontracts, the clauses set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Clause in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower- tier subcontractors).

E. The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Clause XX, Davis- Bacon Act Requirements, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in Clause XX, Davis Bacon Requirements.

Clause XXXX. RECIPIENT FUNCTIONS

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;

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- (d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
 - (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
 - (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
 - (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
 - (h) Provide copies of all records upon request by DOE or DOL in a timely manner.
- (2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.
- (3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.



Request For Wage Determination And Response To Request
(Davis Bacon Act as Amended and Related Statutes)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

FOR DEPARTMENT OF LABOR USE

Response To Request

Use area determination issued for this area

The attached decision noted below is applicable to this project

Decision Number

S2009-TX-001

Date of Decision

12/11/2009

Expires

03/05/2010

Supersedes Decision Number

2009-TX-001

Approved

Shirley Ebesen

Shirley Ebesen
Director, Division of
Wage Determinations

Mail Your Request To:

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Branch of Construction Contract Wage Determinations
Washington, D.C. 20210

Requesting Officer (Typed name and signature)
Lisa Kuzniar Lisa.Kuzniar@netl.doe.gov *Lisa Kuzniar*

Department, Agency, or Bureau
Department of Energy/National Energy Technology Laboratory

Phone Number
304-285-4242

Date of Request
08/11/2009

Estimated Advertising Date

Estimated Bid Opening Date

Prior Decision Number (if any)
N/A

Estimated \$ Value of Contract
 Under 1/2 Mil 1 to 5 Mil
 1/2 to 1 Mil Over 5 Mil

Type of Work
 Bldg. Resid.

Highway Heavy

Address to which wage determination should be mailed. (Print or type)

3610 Collins Ferry Rd.
PO Box 880
Morgantown, WV 26507

Fax Number
304-285-4883

Location of Project (City, County, State, Zip Code)

State of Texas - all counties

Description of Work (Be specific) (Print or type)

RESIDENTIAL WEATHERIZATION CONSTRUCTION

Describe the work to be performed. Minor repairs, batt insulation, blown insulation, window & door repair and weatherstripping; air sealing; caulking; replacement of windows, doors; furnace/cooling major overhaul or replacement; furnace/cooling tune up and repair; electrical repairs; minor or incidental structural repairs; plumbing work; duct sealing and/or repair and/or replacement.

CHECK OR LIST CRAFTS NEEDED
(Attach continuation sheet if needed)

<input type="checkbox"/>	Asbestos workers
<input type="checkbox"/>	Boilermakers
<input type="checkbox"/>	Bricklayers
<input checked="" type="checkbox"/>	Carpenters
<input type="checkbox"/>	Cement masons
<input checked="" type="checkbox"/>	Electricians
<input type="checkbox"/>	Glaziers
<input type="checkbox"/>	Ironworkers
<input checked="" type="checkbox"/>	Laborers (Specify classes) HVAC Mechanic
<input type="checkbox"/>	Lathers
<input type="checkbox"/>	Marble & tile setters, terrazzo workers
<input type="checkbox"/>	Painters
<input type="checkbox"/>	Pile-drivers
<input type="checkbox"/>	Plasterers
<input checked="" type="checkbox"/>	Plumbers
<input type="checkbox"/>	Roofers
<input checked="" type="checkbox"/>	Sheet metal workers
<input type="checkbox"/>	Soft floor layers
<input type="checkbox"/>	Steamfitters
<input type="checkbox"/>	Welders-rate for craft
<input type="checkbox"/>	Truck drivers
<input type="checkbox"/>	Power equipment operators (Specify types)
<input checked="" type="checkbox"/>	Weatherization Worker
<input type="checkbox"/>	
<input type="checkbox"/>	Other Crafts

S2009-TX-001

Issue Date: 12/11/2009

Exp. Date: 03/05/2010

TEXAS RESIDENTIAL WEATHERIZATION WAGE DETERMINATION

This project wage determination is issued in response to a request from the Department of Energy (DOE) for prevailing wage rates specific to weatherization of residential structures as those structures are defined in the All Agency Memorandum 130 and 131. This wage determination has application only to weatherization construction projects on existing residential structures as described in the SF 308 submitted by DOE. The primary purpose of the project for which this wage determination is being issued is weatherization and is not for the renovation, repair, or new construction of residential structures. All other types of residential construction projects are subject to the published general residential wage determinations for the State of Texas found on www.wdol.gov.

General weatherization work for purposes of this wage determination is defined as minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors. In Texas, the Department's recent survey determined as a matter of prevailing practice that these duties are performed by a weatherization worker classification.

Additionally, specialty weatherization work is defined as the (1) replacement of doors and windows; (2) installation and repair of furnace/cooling (HVAC) systems and all associated work involved with the installation of the HVAC system including electrical, pipe, and duct work. In Texas, the Department's recent survey determined that the duties described by (1) above are performed by a Window and Door Replacement Worker, and by (2) above are performed by an HVAC worker.

Wage payment data submitted for the State of Texas included wage data information for a weatherization crew chief classification. This classification of worker is essentially a working foreman who performs the same tasks as the weatherization worker, but who is responsible for supervision, job oversight, forms completion, work assignments, and quality assurance. The additional duties are not "laborer or mechanic" work as defined by the Davis-Bacon and related Acts regulations, but are more supervisory in nature. The Department issues various classifications of workers when the duties are defined and distinct from all other classifications of workers on the wage determination. The "laborer or mechanic" duties of the crew chief are not sufficiently distinct to warrant the issuance of a separate classification on the wage determination. Moreover, the Department does not issue separate wage determinations based on a worker's skill, experience or individual training. Therefore, the weatherization crew chief is not listed as a separate classification of worker. The weatherization crew chief must be classified as a weatherization worker and paid at least the applicable wage determination rate of the weatherization worker when performing weatherization work. There is no restriction however to paying the weatherization crew chief more than the weatherization worker wage rate listed on the wage determination.

The rates listed on this wage determination are the minimum rates that may be paid the listed classification for the work performed. Wage rates are based strictly on work performed and are not based on the employee's level of experience, seniority, ability, etc. There are no levels of rates for this work. Workers performing the work described are due at least the minimum rates listed.

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The following is a key to the chart below. Each county in the state is listed in alphabetical order on the far left side of the chart. There are two main columns separated by a bold line with the left column labeled **Weatherization Survey Wage Determination** and the right column labeled **Existing Residential Wage Determination**.

The three classifications listed under the **Weatherization Survey Wage Determination** column are the classifications and rates determined to be prevailing for weatherization work and are based on wage data submitted in response to the weatherization survey. Weatherization work, as well as the specific duties that may be performed by these three classifications, is defined on this project decision. The rate information under each classification is the basic hourly rate and fringe benefit (if fringe benefits were found to be prevailing). If there is no wage rate or fringe benefit listed under the classification column, usually the HVAC Worker, then there was no data or insufficient data from which to establish a rate and/or fringe benefit for that classification. If the work performed by that classification is needed for the project, then an additional classification request (conformance) must be made. **NOTE:** Classifications and rates listed under the Existing Residential Wage Determination Column **may not be used** for unlisted classifications/work in the Weatherization Survey Wage Determination column. See below for the procedure for requesting additional classifications and the form to request these classifications.

The classifications listed under the **Existing Residential Wage Determination** column are those classifications and rates currently published as prevailing on the residential general wage determinations. These wage determinations may be found at www.wdol.gov. The classifications and rates listed under the Existing Residential Wage Determination column may be used on weatherization projects only in those situations where the work is **different than that described for the three classifications listed under the Weatherization Survey Column**. For example, when an electrician is needed to perform electrical work not associated with the installation, repair, or overhaul of furnace or cooling equipment, then the existing electrician classification and rate listed under this column may be used for that work. The rate information under each classification is the basic hourly rate and a fringe benefit (if fringe benefits were found to be prevailing). If there is no wage rate or fringe benefit listed under the classification column, then there was no data or insufficient data from which to establish a rate and/or fringe benefit for that classification. If that unlisted classification is needed for the project, then a request for an additional classification (conformance) should be made. See below for the procedure for requesting additional classifications and the form to request these classifications.

Any unlisted classifications and rates (conformances) needed for work not listed on the chart below may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)). The procedure for requesting approval of an unlisted classification and rate (conformance) as well as a "pdf" copy of the form (SF Form 1444) may be found at <http://www.dol.gov/esa/whd/recovery/>. The SF Form 1444 may be sent to the Department electronically, by facsimile, or by mail. Electronic submissions should be sent to 09WeatherizationSurvey@dol.gov. Facsimile submissions should be sent to (202) 693-1432. Mailed forms should be sent to the address listed in Block I of the SF Form 1444. Any SF Form 1444 submitted for weatherization projects should be marked as being for weatherization projects and the project decision being used for the project should also be submitted with the SF Form 1444.

EXHIBIT K

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Weatherization Survey Wage Determination (S2009-TX-001)				Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Excludes Door & Window Replacement, and work listed as performed by weatherization worker)	Electrician (Excludes electrical work associated with HVAC installation, overhaul, and work listed as performed by weatherization worker)	Plumber (Excludes work associated with HVAC installation, repair or overhaul and work listed as performed by weatherization worker)
Anderson	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00
Andrews	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00
Angelina	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00
Aransas	\$8.00+.52	\$8.00+.52	\$12.00	\$9.90	\$8.50+1.58+a	\$8.50+1.58+a
Archer	\$10.00	\$10.00	\$13.00+.25	\$12.40	\$21.84+3.75%+7.40	\$15.50+2.00
Armstrong	\$15.63	\$15.63	\$15.00+.29	\$23.71+7.96	\$13.39	\$15.50+2.00
Atascosa	\$8.84+.54	\$10.00	\$10.50	\$7.25	\$9.66	\$7.70
Austin	\$14.00	\$14.00	\$18.25+2.19	\$7.25	\$7.31	\$8.01
Bailey	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00
Bandera	\$8.44+.54	\$10.00	\$10.50	\$7.25	\$ 7.25+3.5%+0.20	\$7.25

Weatherization Survey Wage Determination (S2009-TX-001)					Existing Residential Wage Determination (www.wdol.gov)			
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)		
Bastrop	\$14.00	\$14.00	\$18.25+2.19	\$7.265	\$7.50	\$7.50		
Baylor	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00		
Bee	\$11.65+.58	\$11.65+.58	\$18.75	\$11.26	\$15.99	\$20.00		
Bell	\$12.00+.46	\$12.00+.46	\$12.00	\$7.87	\$7.79	\$7.89		
Bexar	\$8.84+.54	\$10.00	\$10.50	\$7.25	\$9.66	\$7.70		
Blanco	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00		
Borden	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00		
Bosque	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00		
Bowie	\$12.50	\$12.50	\$15.00+.29	\$7.38	\$8.26	\$7.555		
Brazoria	\$8.00+.52	\$8.00+.52	\$18.25+2.19	\$11.84+1.41	\$17.05+6.32	\$17.49+1.15		
Brazos	\$12.00+.46	\$12.00+.46	\$12.00	\$8.30	\$9.95	\$9.45		
Brewster	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00		
Briscoe	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00		
Brooks	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00		

Weatherization Survey Wage Determination (S2009-TX-001)					Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)	
Brown	\$10.00	\$10.00	\$13.00+.25	\$11.26	\$15.99	\$20.00	
Burleson	\$12.00+.46	\$12.00+.46	\$12.00	\$7.25	\$7.31	\$8.01	
Burnet	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00	
Caldwell	\$14.00	\$14.00	\$18.25+2.19	\$7.265	\$7.50	\$7.50	
Calhoun	\$8.00+.52	\$8.00+.52	\$12.00	\$11.65+2.42	\$9.36+.17	\$10.43	
Callahan	\$13.50	\$13.50	\$13.00+.25	\$12.40	\$19.13+4.25%+5.93	\$15.50+2.00	
Cameron	\$7.50	\$9.00	\$12.00	\$7.25	\$8.30 \$7.25	\$8.20	
Camp	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00	
Carson	\$15.63	\$15.63	\$15.00+.29	\$23.71+7.97	\$13.39	\$15.50+2.00	
Cass	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00	
Castro	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00	
Chambers	\$15.24	\$23.00	\$18.25+2.19	\$11.84+1.41	\$17.05+6.32	\$17.49+1.15	
Cherokee	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00	
Childress	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00	

Weatherization Survey Wage Determination (S2009-TX-001)				Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)
Clay	\$10.00	\$10.00	\$13.00+.25	\$12.40	\$21.84+3.75%+7.40	\$15.50+2.00
Cochran	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00
Coke	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00
Coleman	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00
Collin	\$12.50	\$12.50	\$15.00+.29	\$9.283	\$10.415	\$11.569
Collingsworth	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00
Colorado	\$14.00	\$14.00	\$15.00	\$11.26	\$15.99	\$20.00
Comal	\$8.84+.54	\$10.00	\$10.50	\$7.25	\$9.66	\$7.70
Comanche	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00
Concho	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00
Cooke	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00
Coryell	\$12.00+.46	\$12.00+.46	\$12.00	\$7.87	\$7.79	\$7.89
Cottle	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00
Crane	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00

Weatherization Survey Wage Determination (S2009-TX-001)					Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)	
Crockett	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00	
Crosby	\$10.00	\$10.00	\$15.00+.29	\$11.76	\$18.78	\$15.50+2.00	
Culberson	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00	
Dallam	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00	
Dallas	\$12.50	\$12.50	\$15.00+.29	\$9.283	\$10.415	\$11.569	
Dawson	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00	
De Witt	\$8.00+.52	\$8.00+.52	\$15.00	\$11.26	\$15.99	\$20.00	
Deaf Smith	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00	
Delta	\$12.50	\$12.50	\$15.00+.29	\$7.38	\$8.26	\$7.555	
Denton	\$12.50	\$12.50	\$15.00+.29	\$9.283	\$10.415	\$11.569	
Dickens	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00	
Dimmit	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00	
Donley	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00	
Duval	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00	

Weatherization Survey Wage Determination (S2009-TX-001)				Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)
Eastland	\$10.00	\$10.00	\$13.00+.25	\$11.26	\$15.99	\$20.00
Ector	\$10.00	\$11.00	\$12.00	\$12.40	\$16.70+3.50%+3.20	\$15.50+2.01
Edwards	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00
El Paso	\$7.50	\$9.00	\$12.00	\$7.25	\$7.25	\$7.25
Ellis	\$12.50	\$12.50	\$15.00+.29	\$9.283	\$10.415	\$11.569
Erath	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00
Falls	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00
Fannin	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00
Fayette	\$14.00	\$14.00	\$18.75	\$11.26	\$15.99	\$20.00
Fisher	\$10.00	\$11.00	\$13.00+.25	\$11.26	\$15.99	\$20.00
Floyd	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00
Foard	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00
Fort Bend	\$10.93+.60	\$20.00	\$18.25+2.19	\$11.59+1.41	\$14.81	\$17.49+1.15
Franklin	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00

Weatherization Survey Wage Determination (S2009-TX-001)				Existing Residential Wage Determination (www.wdol.gov)			
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)	
Freestone	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00	
Frio	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00	
Gaines	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00	
Galveston	\$10.93+.60	\$20.00	\$18.25+2.19	\$11.03+1.41	\$14.00	\$16.84+1.09	
Garza	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00	
Guadalupe	\$8.84+.54	\$10.00	\$10.50	\$7.25	\$9.66	\$7.70	
Gillespie	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00	
Glasscock	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00	
Goliad	\$8.00+.52	\$8.00+.52	\$12.00	\$9.90	\$8.50+1.58+a	\$8.50+1.58+a	
Gonzales	\$8.00+.52	\$8.00+.52	\$18.75	\$11.26	\$15.99	\$20.00	
Gray	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00	
Grayson	\$14.31	\$14.31	\$13.00	\$7.25	\$9.66	\$7.70	
Gregg	\$12.50	\$12.50	\$15.00+.29	\$8.00	\$8.50	\$7.875	
Grimes	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00	

Weatherization Survey Wage Determination (S2009-TX-001)				Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)
Hale	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00
Hall	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00
Hamilton	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00
Hansford	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00
Hardeman	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00
Hardin	\$20.70	\$23.00	\$18.25+2.19	\$14.45 \$12.50 \$13.32	\$ 25.67+11.32	
Harris	\$10.93+.60	\$20.00	\$18.25+2.19	\$12.06+1.41	\$17.05+6.32	\$17.96+1.15
Harrison	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00
Hartley	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00
Haskell	\$10.00+.31	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00
Hays	\$14.00	\$14.00	\$18.25+2.19	\$7.265	\$7.50	\$7.50
Hemphill	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00
Henderson	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00
Hidalgo	\$7.50	\$9.00	\$12.00	\$7.25	\$8.30 \$7.25	\$8.20

Weatherization Survey Wage Determination (S2009-TX-001)					Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)	
Hill	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00	
Hockley	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00	
Hood	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00	
Hopkins	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00	
Houston	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00	
Howard	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00	
Hudspeth	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00	
Hunt	\$12.50	\$12.50	\$15.00+.29	\$7.25	\$9.66	\$7.70	
Hutchinson	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00	
Iron	\$10.00	\$11.00	\$12.00	\$12.40	\$18.30+4.70	\$15.50+2.00	
Jack	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00	
Jackson	\$8.00+.52	\$8.00+.52	\$15.00	\$11.26	\$15.99	\$20.00	
Jasper	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00	
Jeff Davis	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00	

Weatherization Survey Wage Determination (S2009-TX-001)					Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)	
Jefferson	\$18.00	\$23.00	\$18.25+2.19	\$14.45 \$12.50 \$13.32	\$ 25.67+11.32		
Jim Hogg	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00	
Jim Wells	\$8.00+.52	\$8.00+.52	\$15.00	\$11.26	\$15.99	\$20.00	
Johnson	\$14.31	\$14.31	\$13.00	\$9.315	\$10.214	\$10.687	
Jones	\$10.00	\$10.00	\$13.00+.25	\$12.40	\$19.13+4.25%+5.93	\$15.50+2.00	
Karnes	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00	
Kaufman	\$12.50	\$12.50	\$15.00+.29	\$9.283	\$10.415	\$11.569	
Kendall	\$8.84+.54	\$10.00	\$10.50	\$7.25	\$9.66	\$7.70	
Kenedy	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00	
Kent	\$11.09+.31	\$10.75	\$13.00+.25	\$8.25	\$15.99	\$20.00	
Kerr	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00	
Kimble	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00	
King	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00	
Kinney	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00	

Weatherization Survey Wage Determination (S2009-TX-001)				Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)
Kleberg	\$8.00+.52	\$8.00+.52	\$15.00	\$11.26	\$15.99	\$20.00
Knox	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00
Lamar	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00
Lamb	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00
Lampasas	\$12.00+.46	\$12.00+.46	\$12.00	\$7.87	\$7.79	\$7.89
LaSalle	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00
Lavaca	\$8.00+.52	\$8.00+.52	\$15.00	\$11.26	\$15.99	\$20.00
Lee	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00
Leon	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00
Liberty	\$18.00	\$18.00	\$18.25+2.19	\$11.84+1.41	\$17.05+6.32	\$17.49+1.15
Limestone	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00
Lipscomb	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00
Live Oak	\$11.65+.58	\$11.65+.58	\$18.75	\$11.26	\$15.99	\$20.00
Llano	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00

Weatherization Survey Wage Determination (S2009-TX-001)					Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)	
Loving	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00	
Lubbock	\$10.00	\$10.00	\$15.00+.29	\$11.76	\$18.78	\$15.50+2.00	
Lynn	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00	
Madison	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00	
Marion	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00	
Martin	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00	
Mason	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00	
Matagorda	\$8.00+.52	\$8.00+.52	\$15.00	\$11.26	\$15.99	\$20.00	
Maverick	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00	
McCulloch	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00	
McLennan	\$12.00+.46	\$12.00+.46	\$12.00	\$7.87	\$7.79	\$7.89	
McMullen	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00	
Medina	\$8.84+.54	\$10.00	\$10.50	\$7.25	\$9.66	\$7.70	
Menard	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00	

Weatherization Survey Wage Determination (S2009-TX-001)					Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)	
Midland	\$10.00	\$11.00	\$15.00+.29	\$12.40	\$18.78	\$15.50+2.00	
Milam	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00	
Mills	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00	
Mitchell	\$10.00	\$11.00	\$12.00	\$11.26	\$15.99	\$20.00	
Montague	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00	
Montgomery	\$10.93+.63	\$20.00	\$18.25+2.19	\$11.66+1.41	\$11.35	\$14.47+1.09	
Moore	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00	
Morris	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00	
Motley	\$10.00	\$10.00	\$13.00+.25	\$8.25	\$15.99	\$20.00	
Nacogdoches	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00	
Navarro	\$12.00+.46	\$12.00+.46	\$12.00	\$10.00	\$15.99	\$20.00	
Newton	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00	
Nolan	\$10.00	\$11.00	\$12.00	\$11.26	\$15.99	\$20.00	
Nueces	\$8.00+.52	\$8.00+.52	\$19.00+1.92	\$7.25	\$12.53+3.75%+0.60	\$7.25	

Weatherization Survey Wage Determination (S2009-TX-001)				Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)
Ochiltree	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00
Oldham	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00
Orange	\$20.25	\$23.00	\$18.25+2.19	\$14.45 \$12.50 \$13.32	\$ 25.67+11.32	
Palo Pinto	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00
Panola	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00
Parker	\$14.31	\$14.31	\$13.00	\$9.315	\$10.214	\$10.687
Parmer	\$15.63	\$15.63	\$18.75	\$8.25	\$15.99	\$20.00
Pecos	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00
Polk	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00
Potter	\$15.63	\$15.63	\$15.00+.29	\$23.71+7.98	\$13.39	\$15.50+2.00
Presidio	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00
Rains	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00
Randall	\$15.63	\$15.63	\$15.00+.29	\$23.71+7.99	\$13.39	\$15.50+2.00
Reagan	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00

Weatherization Survey Wage Determination (S2009-TX-001)					Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)	
Real	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00	
Red River	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00	
Reeves	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00	
Refugio	\$11.65+.58	\$11.65+.58	\$18.75	\$11.26	\$15.99	\$20.00	
Roberts	\$15.63	\$15.63	\$18.75	\$11.26	\$15.99	\$20.00	
Robertson	\$12.00+.46	\$12.00+.46	\$12.00	\$8.25	\$15.99	\$20.00	
Rockwall	\$12.50	\$12.50	\$15.00+.29	\$7.87	\$7.79	\$7.89	
Runnels	\$12.00+.46	\$12.00+.46	\$12.00	\$9.283	\$10.415	\$11.569	
Rusk	\$12.50	\$12.50	\$15.00+.29	\$11.26	\$15.99	\$20.00	
Sabine	\$12.00+.46	\$12.00+.46	\$12.00	\$8.00	\$9.48	\$8.00	
San Augustine	\$12.00+.46	\$12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00	
San Jacinto	\$10.93+.60	\$20.00	\$18.25+.29	\$12.92	\$15.99	\$20.00	
San Patricio	\$8.00+.52	\$8.00+.52	\$12.00	\$8.00	\$9.48	\$8.00	
San Saba	\$12.00+.46	\$12.00+.46	\$12.00	\$7.25	\$12.53+.60+3.75%	\$7.25	

Weatherization Survey Wage Determination (S2009-TX-001)				Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)
Schackelford	\$12.00+.46	\$12.00+0.46	\$12.00	\$11.26	\$15.99	\$20.00
Schleicher	\$12.00+.46	\$12.00+0.46	\$12.00	\$11.26	\$15.99	\$20.00
Scurry	\$10.00	\$11.00	\$12.00	\$11.26	\$15.99	\$20.00
Shelby	\$12.00+.46	\$12.00+0.46	\$12.00	\$11.26	\$15.99	\$20.00
Sherman	\$15.63	\$15.63	\$18.75	\$11.26	\$15.99	\$20.00
Smith	\$12.50	\$12.50	\$15.00+.29	\$11.26	\$15.99	\$20.00
Somervell	\$12.00+.46	\$12.00+0.46	\$12.00	\$12.92	\$15.99	\$20.00
Starr	\$8.84+.54	\$10.00	\$10.50	\$8.25	\$15.99	\$20.00
Stephens	\$11.09+.31	\$10.75	\$13.00+0.25	\$8.00	\$8.50	\$7.875
Sterling	\$12.00+.46	\$12.00+0.46	\$12.00	\$10.86	\$15.99	\$20.00
Stonewall	\$10.00	\$10.00	\$13.00+0.25	\$11.26	\$15.99	\$20.00
Sutton	\$10.00	\$11.00	\$10.50	\$11.26	\$15.99	\$20.00
Swisher	\$15.63	\$15.63	\$18.75	\$11.26	\$15.99	\$20.00
Tarrant	\$14.31	\$14.31	\$13.00	\$11.26	\$15.99	\$20.00
				\$8.25	\$15.99	\$20.00

Weatherization Survey Wage Determination (S2009-TX-001)				Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)
Taylor	\$10.00	\$10.00	\$13.00+0.25	\$11.26	\$15.99	\$20.00
Terrell	\$10.00	\$11.00	\$10.50	\$8.25	\$15.99	\$20.00
Terry	\$10.00	\$10.00	\$13.00+0.25	\$9.315	\$10.214	\$10.687
Throckmorton	\$10.00	\$10.00	\$13.00+0.25	\$12.40	\$19.13+5.93+4.25%	\$15.50+2.00
Titus	\$12.00+.46	\$12.00+0.46	\$12.00	\$11.26	\$15.99	\$20.00
Tom Green	\$10.00	\$11.00	\$12.00	\$8.25	\$15.99	\$20.00
Travis	\$14.00	\$14.00	\$18.25+2.19	\$8.25	\$15.99	\$20.00
Trinity	\$12.00+.46	\$12.00+.46	\$12.00	\$10.86	\$15.99	\$20.00
Tyler	\$12.00+.46	\$12.00+.46	\$12.00	\$12.40	\$18.30+4.70	\$15.50+2.00
Upshur	\$12.50	\$12.50	\$15.00+.29	\$7.265	\$7.50	\$7.50
Upton	\$10.00	\$11.00	\$10.50	\$12.92	\$15.99	\$20.00
Uvalde	\$8.84+.54	\$10.00	\$10.50	\$12.92	\$15.99	\$20.00
Val Verde	\$10.00	\$11.00	\$10.50	\$8.00	\$8.50	\$7.875
Van Zandt	\$12.00+.46	\$12.00+0.46	\$12.00	\$11.26	\$15.99	\$20.00

Weatherization Survey Wage Determination (S2009-TX-001)					Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)	
Victoria	\$8.00+.52	\$8.00+.52	\$12.00	\$11.26	\$15.99	\$20.00	\$20.00
Walker	\$12.00+.46	\$12.00+.46	\$12.00	\$11.26	\$15.99	\$20.00	\$20.00
Waller	\$10.93+.60	\$20.00	\$18.25+2.19	\$10.86	\$15.99	\$20.00	\$20.00
Ward	\$10.00	\$11.00	\$10.50	\$7.25	\$7.31	\$8.01	\$8.01
Washington	\$12.00+.46	12.00+.46	\$12.00	\$12.92	\$15.99	\$20.00	\$20.00
Webb	\$7.50	\$9.00	\$12.00	\$12.92	\$15.99	\$20.00	\$20.00
Wharton	\$8.00+.52	\$8.00+.52	\$15.00	\$11.84+1.41	\$17.05+6.32	\$17.49+1.15	\$17.49+1.15
Wheeler	\$15.63	\$15.63	\$18.75	\$11.26	\$15.99	\$20.00	\$20.00
Wichita	\$10.00	\$10.00	\$13.00+0.25	\$12.92	\$15.99	\$20.00	\$20.00
Wilbarger	\$10.00	\$10.00	\$13.00+0.25	\$7.25	\$ 7.25+3.5%+0.20	\$7.25	\$7.25
Willacy	\$7.50	\$9.00	\$10.50	\$11.26	\$15.99	\$20.00	\$20.00
Williamson	\$12.00+.46	\$12.00+.46	12.00	\$11.26	\$15.99	\$20.00	\$20.00
Wilson	\$8.87+.54	\$10.00	\$10.50	\$8.25	\$15.99	\$20.00	\$20.00
Winkler	\$10.00	\$11.00	\$10.50	\$12.40	\$21.84+3.75%+7.40	\$15.50+2.00	\$15.50+2.00

Weatherization Survey Wage Determination (S2009-TX-001)				Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter (Description of Work, Page 3)	Electrician (Description of Work, Page 3)	Plumber (Description of Work, Page 3)
Wise	\$14.31	\$14.31	\$13.00	\$8.25	\$15.99	\$20.00
Wood	\$12.00+.46	\$12.00+0.46	\$12.00	\$11.26	\$15.99	\$20.00
Yoakum	\$10.00	\$10.00	\$13.00+0.25	\$11.26	\$15.99	\$20.00
Young	\$10.00	\$10.00	\$13.00+0.25	\$7.265	\$7.50	\$7.50
Zapata	\$8.84+.54	\$10.00	\$10.50	\$7.25	\$7.31	\$8.01
Zavala	\$8.84+.54	\$10.00	\$10.50	\$11.26	\$15.99	\$20.00