

**UTAH COMMUNITY ACTION WEATHERIZATION ASSISTANCE PROGRAM
CONTRACTOR AGREEMENT - HVAC**

This Agreement is hereby entered into by and between (Utah Community Action) (herein "Agency") and (Contractor) (herein "Contractor"). The agreement is subject to the availability of funds from the Award Agreement #(____).

WITNESSETH

WHEREAS, the Agency has entered into a Weatherization Assistance Program Agreement with Utah Community Action whereby it has agreed to perform certain weatherization activities pursuant to the Weatherization Assistance Program in Utah and;

WHEREAS, the Agency, as a result of the utilization of its agency procurement procedures determined that the Contractor is a good value; and

WHEREAS, the Contractor has agreed to undertake the services set forth in Attachment A and to fulfill all responsibilities of this Agreement relating to the Project.

NOW, THEREFORE, in furtherance of the Weatherization Assistance Program, and in consideration and the mutual promises and obligations herein provided, the parties do mutually agree as follows:

1. Term of Agreement

This Agreement shall begin on July 1, 2018 (Commencement Date) and shall terminate on June 30, 2019 (Termination Date) with the exception of all provisions regarding records retention and guarantees of work which shall survive the termination of this Agreement.

2. Compensation

The Agency agrees to pay the Contractor for services rendered under the terms and conditions of this Contract, subject to any additions and deductions, the reimbursement cost of materials and labor hours set forth in Attachment B (SPECIFICATIONS AND PRICES).

3. Entire Agreement

This Agreement, together with any attachments appended prior to the execution of the Agreement, constitutes the entire Agreement between the parties and shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties.

4. Notices

Any notice to be given pursuant to this Agreement shall be deemed sufficient if given in writing to the address indicated in this Agreement, or such other address as may be specified in writing, and if given by certified mail, return receipt requested, and unless date of receipt is specified herein, such notice shall be deemed given when mailed.

5. Contractor's Obligations

The Contractor agrees:

- A. To perform the services provided for in Attachment A (Scope of Services) attached. The services provided by the Contractor may not be contracted out to any other organization or company.
- B. To comply with all applicable laws, ordinances, codes and regulations of local, state and federal governments, including the obtaining of all required permits and licenses and the requirements of this Agreement, at no additional cost to the Agency, except that that actual permit and license fees specific to a site of work may be charged to the Agency.
- C. To provide and maintain commercial insurance during the term of the contract. This insurance shall be maintained at the sole cost of the Contractor and with such terms and limits as may be reasonably associated with the contract. The Contractor must list the Agency as a certificate holder on all relevant policies. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

Insurance: The Contractor agrees to the responsibility of acquiring general liability insurance and vehicle liability insurance before any work is commenced in the minimum amount of \$2,000,000.00 and \$1,000,000 respectively. A certificate of insurance verifying amounts and coverage must be included with this contract. Workers employed by the Contractor must be covered by a state approved Workman's Compensation Insurance Policy for the entire duration of the contract or their employment under said Contractor.
- D. To indemnify and hold harmless the Agency and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Agreement.
- E. To perform the work in a workmanlike manner acceptable to the Agency. The Contractor shall promptly correct all work rejected as defective or non-conforming as identified by the Agency during any inspection, within fifteen (15) days of receipt of the written notice of the defect by the Contractor, but in no event later than the Termination Date of this Agreement, at no additional cost to the Agency.
- F. To guarantee all materials installed and labor performed to be free from defects for a period of one year from the date of final acceptance of all the work required by this Agreement on the unit, or the building containing the unit, if later.

At any time up to one (1) year from the date of installation and upon written notice from the Agency, the Contractor shall correct any faulty workmanship in regard to mechanical equipment and weatherization measures. Any manufacturer warranties are in addition to this stated warranty. This one year warranty provided by the Contractor shall run concurrent with the first year of the manufacturer's warranty and does not in any way extend the period of the manufacturer's warranty.

Defective work or materials shall be repaired or replaced, at the election of the Agency, within thirty (30) days of receipt of the written notice of the defect by the Contractor, at no additional cost to the Agency.

- G. Acceptance of faulty work, or failure on the part of the Agency to discover defects, will not relieve the Contractor of responsibility to correct the defects as set forth herein within the guarantee period.
 - 1. All work assigned to the Contractor will be identified by a Job Number and the Contractor shall similarly label all invoices, work orders, etc. with the same number for purposes of identification.
 - 2. The Contractor shall provide all required information on forms supplied by the Agency, or shall supply to the Agency the information necessary for the completion of such forms.
- H. To provide all labor, tools and equipment necessary to perform this Agreement in an efficient, workmanlike and expeditious manner.
- I. To ensure employees do not smoke or use other tobacco products (including, but not limited to, pipes, cigars, snuff, or chewing tobacco) on any part of the jobsite. A weatherization jobsite includes the home and the property in which the home is located.

6. Payment Schedule

- A. That the Contractor shall not be entitled to any partial payment. Payment will be upon completion of all (100%) of services performed on each home. The Contractor must submit invoices that specifies measure labor & material costs for payment.
 - 1. If the Contractor Invoice does not separate sales tax, then a certified statement of sales taxes paid must accompany the Invoice.
- B. The Agency agrees to make payment within sixty (30) working days after the Agency's receipt of all billing documentation above.
- C. Assignment
This Agreement is intended to secure the services of the Contractor because of its ability and reputation and none of the Contractor's services or obligations under this Agreement shall be assigned, subcontracted or transferred without the prior written consent of the Agency.
- D. Records
The Contractor shall retain all papers and records in connection with work performed for a minimum of three (3) years and access will be provided to State Weatherization office, the US Department of Energy and any of its authorized agents or representatives, or other Federal or State representatives for the purpose of audit, examination, excerpts or transactions.

7. Agency's Obligations

The Agency agrees:

- A. To provide work orders specifying the quantity and method of all work requested of the Contractor in conformance with the Divisions policies.
- B. To conduct a timely post-inspection to determine the acceptability of the services performed by the Contractor no later than ten (10) business days after notification by the Contractor of completion (the "Final Inspection").
- C. To pay the Contractor promptly according to this Agreement.

8. Conduct of Agreement

A. Solicitation

The Contractor shall not actively solicit business from the clients during the course of the Contractor's performance of this Agreement. This provision shall not prevent Contractor from providing additional services to the clients at the request of the clients, which additional services shall be performed at the sole cost of the clients. The Agency is not obligated to pay for any work not initiated by the Contract and outside the scope of work provided on a work order.

B. Delays

When good cause is shown for delay in the work by the Contractor, the Agency shall make a determination specifying alternative payment procedures and/or an extension of time allocated for performance of this Agreement based on confirmation of the delay. Such delays may include, but are not limited to, any of the following: changes in the work, labor disputes, fire, flood, unavoidable casualty or damage to materials, an act or neglect of the property owner or such cause beyond the control of the Contractor.

C. Liquidated Damages

It is understood that actual damages due to delay in the performance of the work are uncertain and difficult to ascertain. The reasonably foreseeable damages due to such delay are agreed to be the sum of one hundred dollars (\$100) per day per dwelling unit. The Agency may withhold and retain such liquidated damages out of any monies due to the Contractor under this Agreement.

D. Termination

1. For Fault

If the Agency determines that the Contractor has failed to perform or will fail to perform all or any part of the Contractor's services or obligations required under this Agreement, the Agency may terminate or suspend this Agreement in whole or in part upon written notice by certified mail to the Contractor specifying the portions of this Agreement terminated, suspended or reduced. Such notice shall specify the violation(s) of this Agreement, and, in the case of termination, shall specify a reasonable period of not more than ten (10) days nor less than five (5) days from receipt of the notice, at which time the Agreement shall be deemed terminated. In the event of such termination, any materials, supplies, tools or equipment provided by the Agency shall be returned forthwith by the Contractor.

2. Not for Fault

Whenever the Agency determines that termination of this Agreement in whole or in part is in the best interest of the Agency or the Division, or in the event that termination is required by a Federal Sub grantee, the Agency may terminate this Agreement by written notice to the Contractor specifying the services terminated and the effective date of the termination. Upon termination, the Contractor shall be entitled to and the Agency shall pay, the eligible costs incurred in compliance with this Agreement until the date of the termination, plus any costs the Contractor incurs directly resulting from such termination, provided however, that the total amount paid to the Contractor shall not be more than the amount of Total Compensation specified in this Agreement.

3. Termination for Circumstances Beyond the Control of the Contractor

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Agency in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Agency of the cessation of such occurrence.”

ATTACHMENT A **SCOPE OF WORK**

The Subcontractor agrees to provide the services as described below. Likely tasks include, but are not limited to:

1. Install new and replacement of 95% efficient HVAC systems including: intake and exhaust venting in termination kits, condensation drain or pump as needed, thermostat and associated control wiring as needed, gas line modifications. All connections to the furnace must be sealed with approved mastic. All new equipment requires commissioning/startup documented on approved forms along with combustion testing. Documentation will be required with invoices.
2. Installation or repair of existing heating and cooling supply and return ductwork.
3. Installation of 95% efficient mobile home furnaces including: intake and exhaust venting in termination kits, condensation drain or pump as needed, thermostat and associated control wiring as needed, gas line modifications. All connections to the furnace must be sealed with approved mastic. All new equipment requires commissioning/startup documented on approved forms along with combustion testing. Documentation will be required with all invoices.
4. Installation or repair of air conditioning units including: electrical at the unit as needed, refrigeration lines as needed, TXV metering devices on all evaporative coils, liquid line filter drier, equipment pad, control wiring as needed and condensation drain. All systems are to be pressure tested with dry nitrogen for no less than 15 minutes at 150 PSI and at least a 500 Micron vacuum pulled on all systems. All new equipment requires commissioning/startup documented on approved forms.
5. Install new or upgrade existing gas lines and flex connectors.
6. Re-lining of an orphaned water heater flues when a common vent is no longer used by the furnace. UL approved high wind caps are required.
7. Installation of atmospheric residential water heaters including venting, expansion tank, earthquake straps, water shutoff on inlet side and water and gas line modifications as needed. Equipment commissioning is required along with combustion and worst case draft testing.
8. Installation of atmospheric and direct vent mobile home water heaters including venting, expansion tank, earthquake strap, combustion air inlet for direct vents, water shutoff on inlet side and water and gas line modifications as needed. Equipment commissioning is required along with combustion and worst case draft testing.
9. Installation of powered direct vent water heaters including venting for both exhaust and combustion air in approved PVC piping, expansion tank, earthquake strap, water shutoff on inlet side and water and gas line modifications as needed. Equipment commissioning is required
10. Other, as specified in the Scope of Work provided by the Contractor.
11. Follow guidelines imposed by OSHA confined spaces effective February 1, 2016.

ATTACHMENT B **SPECIFICATIONS AND PRICES**

The Contractor shall furnish all supervision, technical personnel, labor, machinery, tools, equipment, materials and services, and perform all in accordance with the State of Utah Weatherization Standard Work Specification Procedures (SWS) and Weatherization Field Guide. The work performed is based on home energy audits conducted by Utah Community Action. Typical measures installed by contractors may include: Tuning, repair and/or replacing heating and cooling systems and ductwork. Installation and repair of gas line. Adding additional ductwork and installing combustion air. The work is performed in site built homes and mobile homes. The properties and services to be contracted for will be included in the Work Orders issued by Utah Community Action. Those contractors evaluated from this RFP to be the most qualified and price competitive will be provided opportunities to bid on individual jobs.

Contractor agrees to install said items in a workmanlike manner at such times and places as designated by Utah Community Action. All materials used in provision of services must meet or exceed 10 CFR 440 Appendix A: "Standards for Weatherization Services".

Contractor is responsible for leaving the job site clean, hauling away job debris, and existing equipment (if applicable) and for properly disposing of existing equipment or debris to meet EPA regulations. When applicable, EPA RRP Lead Safe Work Practices must be followed.

Project commencement and completion must be accomplished within 20 working days of notice to proceed. Contractor is to notify Utah Community Action as soon as project is completed for inspection.

Permits will be required as applicable by local building code. It will be the responsibility of the Contractor to ensure that necessary permits have been secured prior to starting work. This cost must be included in each line item price below. Contractor must include permit fees (if applicable), sales taxes, labor, materials, travel, equipment, overhead, and expenses to complete project.

HVAC

All new HVAC installations are to be performed in accordance with the most recent Universal Mechanical Code and/or local building code.

The Contractor shall be responsible for ensuring properly sized gas line is supplying the heater and shall inform agency in the event that existing line is improperly sized. The Contractor shall leave all literature on the new units with the client and shall also inform the client of proper care and maintenance required on the new units.

If required by system, all venting and combustion air shall be installed in accordance with AGA and GAMA specification. New gas forced air furnaces and air conditioning installs must have an approved startup form completed. A combustion analysis on all new systems will also be required.

All new unit installations shall include new 5+2 day programmable thermostat.

All duct work connections and holes shall be sealed, on all sides, with a non-toxic, Department of Energy industry approved, mastic duct sealant applied per manufacturers specifications.

New conduit or PVC pipe installed through the roof shall include new properly sized roof jack with 3-course seal at the roof.

All installation estimates shall include removal and proper disposal of existing equipment, recovery of refrigerant from existing system as required by law.

All Contractor bid amounts below for installs of package units to include new elbow or roof curb, t-stat and stand, disconnect and fuses and condensate pump or drain. All installs of split systems to include new line set, t-stat, condenser pad, disconnect, fuses and gas line if applicable. ALL tie-ins to ductwork to be sealed with a U.L approved duct mastic. Contractor is to ensure that all units are properly charged to the manufacturer's specification. Contractor is responsible for properly sizing unit using a Manual J or other heat load calculation.

Contractor Pricing

All labor rates quoted must include all overhead cost including travel, worker compensation, equipment, maintenance, administrative costs, and worker pay. These price categories should be adequate for installing insulation in most weatherization situations. If a particular category will not apply, indicate by stating (N/A) "not applicable" in the price sections. Please avoid adding unnecessary price categories.

ITEM 1: HVAC FURNACE SINGLE STAGE	
BRAND:	MODEL:
Description Of Scope Of Work	Total Cost
Removal of forced air gas furnace and replace with new gas furnace (95% AFUE) Single speed	CONTRACTOR'S BID AMOUNT
40,000 btu (or nearest equivalent & specify)	\$
60,000 btu (or nearest equivalent & specify)	\$
80,000 btu (or nearest equivalent & specify)	\$
100,000 btu (or nearest equivalent & specify)	\$
125,000 btu (or nearest equivalent & specify)	\$
ITEM 2: HVAC FURNACE 2 STAGE	
BRAND:	MODEL:

Description Of Scope Of Work	Total Cost
Removal of forced air gas furnace and replace with new gas furnace (95 AFUE) 2 stage with ECM motor.	CONTRACTOR'S BID AMOUNT
40,000 btu (or nearest equivalent & specify)	\$
60,000 btu (or nearest equivalent & specify)	\$
80,000 btu (or nearest equivalent & specify)	\$
100,000 btu (or nearest equivalent & specify)	\$
125,000 btu (or nearest equivalent & specify)	\$
ITEM 3: HVAC FURNACE MODULATING	
BRAND:	MODEL:
Description Of Scope Of Work	Total Cost
Removal of forced air gas furnace and replace with new gas furnace (95 AFUE) Modulating with ECM motor.	CONTRACTOR'S BID AMOUNT
40,000 btu (or nearest equivalent & specify)	\$
60,000 btu (or nearest equivalent & specify)	\$
80,000 btu (or nearest equivalent & specify)	\$
100,000 btu (or nearest equivalent & specify)	\$
125,000 btu (or nearest equivalent & specify)	\$
ITEM 4: FURNACE MOBILE HOME	
BRAND:	MODEL:
Description Of Scope Of Work	Total Cost
Removal of down flow forced air gas furnace and replace with new 95% AFUE gas furnace (mobile home)	CONTRACTOR'S BID AMOUNT
50,000 btu (or nearest equivalent & specify)	\$
75,000 btu (or nearest equivalent & specify)	\$
ITEM 5: HVAC AIR CONDITIONING (REPLACEMENT)	
BRAND:	MODEL:
Description Of Scope Of Work	Total Cost
Replacement AC unit: New condenser, coil and flush line set 14.5-SEER	CONTRACTOR'S BID AMOUNT
2 ton	\$
3 ton	\$
4 ton	\$

ITEM 6: HVAC AIR CONDITIONING (NEW)	
BRAND:	MODEL:
Description Of Scope Of Work	Total Cost
New AC unit: Including electrical, line set and startup 14.5-SEER	CONTRACTOR'S BID AMOUNT
2 ton	\$
3 ton	\$
4 ton	\$
ITEM 7: HVAC WATER HEATER RELINE	
Description Of Scope Of Work	Total Cost
Re-line orphaned water heater after furnace change out	CONTRACTOR'S BID AMOUNT
	\$
ITEM 8: HVAC THERMOSTAT	
Description Of Scope Of Work	Total Cost
Install programmable thermostat	CONTRACTOR'S BID AMOUNT
	\$
ITEM 9: HVAC DUCTWORK (NEW)	
Description Of Scope Of Work	Total Cost
Install new ductwork, seal, and insulate per linear foot:	CONTRACTOR'S BID AMOUNT
Hard pipe	\$
Flex duct	\$
ITEM 10: HVAC DUCTWORK REPAIR	
Description Of Scope Of Work	Total Cost
Repair new ductwork, seal, and insulate per linear foot:	CONTRACTOR'S BID AMOUNT
Hard pipe	\$
Flex duct	\$
ITEM 11: HVAC TUNE UP	
Description Of Scope Of Work	Total Cost
Routine clean/tune service of furnace:	CONTRACTOR'S BID AMOUNT
	\$
ITEM 12: HVAC LABOR	
Description Of Scope Of Work	Total Cost
HVAC Labor Rate Per Hour	CONTRACTOR'S BID AMOUNT
	\$

IN WITNESS THEREOF, the parties have executed this Agreement

CONTRACTOR

SIGNED: _____ DATE: _____

NAME (PRINTED): _____ TITLE: _____

BUSINESS: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ EMAIL: _____

LICENSE #: _____

AGENCY – To be signed after review

SIGNED: _____ DATE: _____

NAME (PRINTED): _____ TITLE: _____

BUSINESS: _____