BIDS MUST BE SEALED AND ADDRESSED TO:

AGENCY: Action Pathways, Inc.
ADDRESS: 316 Green Street PO. Box 2009
Fayetteville, NC 28302-2009

THIS IS NOT AN ORDER

REQUEST FOR BID

Weatherization Services

BIDDER (Name and Address)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # WAP19-20. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60 days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than

On Going Until March 17, 2020 10:00am

Name (Finance Officer)

Kim Stafford

Phone (910) 485-6131 Date

Email: kcstafford@actionpathways.ngo

Fax bids are NOT accepted

Type of Trade Circle All That Apply	Description		Hourly Labor Rate
Structural Insulation HVAC Electrical Plumbing Energy Audits	**See sections 4 through 8, Introduction and Purpose, Attachments 1 thru 5 with Schedule A for Scope of Work** **ACKNOWLEDGEMENT OF ANY SUPPLEMENTS/ADDENDA and/or REVISIONS:** In signing this section, we stipulate that this bid is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof. If the bid is accepted, we agree to enter into a contractual agreement to perform Weatherization Services and to commence services upon approval from the State Weatherization Assistance Program Office. _____ _____ Name of Authorized Company Representative Date ***Note – signature also required at the bottom of this page.*** For further information concerning the bid process please call Takisha Adams or Delores Holloway, (910) 223-0116		

☐ We claim small, minority, women and disabled owned business bidder preference ([North Carolina General Statue 143-48)]. Under North Carolina Statutes, preference may be granted to Statutes. Bidder must be certified by the North Carolina Department of Administration. If you have questions concerning the certification process, contact the North Carolina Department of Administration, (919) 807-2330 or visit their website at http://www.doa.state.nc.us/hub/default.aspx.

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the Agency and the North Carolina Department of Environment and Natural Resources Weatherization Assistance Program Office in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ( )
		Fax ( )

Signature of Above	Date		

ACTION PATHWAYS, INC.
WEATHERIZATION ASSISTANCE PROGRAM

REQUEST FOR BIDS (RFB) WAP19-20

FOR: **Weatherization Services**

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PUBLIC NOTICE OF BID INVITATION

Action Pathways is accepting subcontractors' bids for a home energy improvement project under the North Carolina Weatherization Assistance Program. The program is sponsored by the State Department of Environment and Natural Resources Weatherization Program Office. The contract requires the weatherization of homes in Bladen, Brunswick, Columbus, Cumberland, Hoke, Montgomery, Moore, Pender, Robeson, Sampson, and Scotland Counties during the period of July 1, 2019 through June 30, 2020. During the course of this project, subcontracted work is required to install energy saving measures, to service and/or install heating equipment in customers' homes, to perform minor electrical repairs in customers' homes, and to perform minor plumbing repairs in customers' homes.

Action Pathways is requesting proposals from interested parties who are properly licensed contractors in the State of North Carolina in the following individual trades:

- GENERAL CONTRACTOR
- HEATING, VENTILATING, & AIR CONDITIONING (HVAC)
- ELECTRICAL
- PLUMBING
- ENERGY AUDITORS
- QUALITY CONTROL FINAL INSPECTORS

Bid Packages will be available for pickup after 12:00 PM on Tuesday, May 21, 2019 at Action Pathways on 321 Dick Street, Fayetteville, NC, 28301 or available for complete examination online at www.actionpathways.ngo.

A bidder's conference is scheduled to discuss the details of the project on Thursday, May 30, 2019, at 9:00 AM at Action Pathways at 321 Dick Street, Fayetteville, NC, 28301.

Bids are on-going and will be accepted from May 21, 2019 12:00 PM through March 17, 2020 at 316 Green Street, Fayetteville, NC 28302 or may be mailed to the attention of:

Action Pathways
c/o Kimberly Stafford
Weatherization Bid Packet
P.O. Box 2009
Fayetteville, NC 28302

Contractors submitting bids must include in the bid package: a copy of the business license, trade certification and training (Lead Renovator and Asbestos Safety Training), and proof of General Liability, Pollution Occurrence Insurance (General Contractors), Automobile Liability Insurance and Workmen's Compensation Insurances. **FAXED BIDS WILL NOT BE ACCEPTED.**

Bids will be opened at Action Pathways 316 Green Street, Fayetteville, NC 28302 on a bi-weekly basis on Tuesday's until March 17, 2020 at 4:00 PM.

Contractors will be notified of bid award upon final approval from the NC Department of Environment and Natural Resources Office.

SMALL, MINORITY, WOMEN, AND DISABLED OWNED BUSINESSES ARE ENCOURAGED TO PARTICIPATE IN THE BID PROCESS.

1. INTRODUCTION AND PURPOSE:

1.1. PURPOSE OF THE REQUEST FOR BIDS: The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid for Weatherization Services as identified in sections 4 through 8.

Action Pathways, Inc working in conjunction with the North Carolina Department of Environment and Natural Resources Weatherization Assistance Program Office intends to use the results of this process to award a contract for Weatherization Services.

REASONABLE ACCOMMODATIONS: Action Pathways, Inc. will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a bid opening/vendor conference, contact the Action Pathways, Inc representative.

1.2. SCOPE: Action Pathways, Inc intends to utilize this bid for all purchases for a year (quantities as estimated in Attachment 2). However, Action Pathways, Inc may bid out single jobs on an as-needed basis when deemed in the best interest of Action Pathways, Inc and the State.

1.3. OVERVIEW OF PROCURING AGENCY: Action Pathways, Inc performs local administrative and executive functions for the Weatherization Assistance Program in the following counties: Bladen, Brunswick, Columbus, Cumberland, Hoke, Montgomery, Moore, Pender, Robeson, Sampson, and Scotland Counties.

1.4. CONTRACT LENGTH: The contract will be for a one year period (7/1/2019 to 6/30/2020).

1.1. METHOD OF AWARD: The award will be based upon cost (45%), background and experience (25%), workmanship and quality of work (20%), references (5%) and preference (5%) and by line item which is to the best interest of the Action Pathways, Inc from the lowest cost but responsible bidder. Multiple contractors will be used to complete contract. A rating system based on bid rate and line item will be used to determine who gets which work order. Contractors will be required to complete at a minimum of **20%** of contracted houses with DEQ.

1.2. CANCELLATION AND TERMINATION: Action Pathways, Inc reserves the right to cancel the resulting contract/agreement, for any reason deemed necessary, by giving written notice to Contractor of such cancellation and specifying the effective date thereof, at least ten (10) days before the effective date of such cancellation. Contractor shall, in the event of such cancellation, be entitled to receive compensation for any work accepted hereunder in accordance with the Agency's order(s). Contractor may also be compensated for partially completed work in the event of such cancellation. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of Action Pathways, Inc, times the corresponding payment for completion of such work as set forth in the Agency's order(s). For information on breach of contract and effects of cancellation and termination or other expiration on the contract/agreement, see Attachment 1.

2. BID PROCEDURES AND INSTRUCTIONS:

2.1. METHOD OF BID:

Vendors must submit an original, marked as such, and one copy of all materials list required for acceptance of their bid by the deadline shown on the Request for Bid form to: Mrs. Kim Stafford, Chief Financial Officer

USPS ADDRESS	COMMON CARRIER ADDRESS
Action Pathways, Inc	Action Pathways, Inc
316 Green Street	316 Green Street PO Box 2009
Fayetteville, NC 28302-2009	Fayetteville, NC 28302-2009

An authorized Action Pathways, Inc., representative in the above office must receive bids. All bids must be time-stamped in Action Pathways, Inc., by the authorized representative prior to the bid opening time. Bids not so stamped will be considered late.

All bids must be packaged, sealed, and show the following information on the outside of the package:

- Bidder's Name and Address
- Request for Bids Title
- Request for Bids Number

2.2. CALENDAR OF EVENTS: Listed below are important dates and times by which actions related to this Request for Bids (RFB) must be completed. In the event that Action Pathways, Inc. finds it necessary to change any of these dates and times it will do so by issuing a supplement to this RFB.

- **See Public Notice (Page 3)**

2.3. FORMAT OF BID: Bidders responding to this RFB must comply with the following format requirements:

a) SIGNED **REQUEST FOR BID** SHEET: (Page 1) Bids submitted in response to this RFB must be signed by the person in the bidder's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as an agent for the person responsible for the decision on prices.

By submitting a signed bid, the bidder's signatories certify that in connection with this procurement: (a) the vendor's organization or an agent of the bidder's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition, (b) the prices quoted in the bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

b) Action Pathways, Inc's Terms and Conditions: These standard and supplemental terms and conditions shall govern this bid and subsequent award. Bidders must accept these terms and conditions **or submit point-by-point exceptions along with proposed alternative or additional language for each point, including any vendor contracts. Submission of any standard vendor contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the vendor's proposal.** Action Pathways, Inc. reserves the right to negotiate contractual terms and conditions other than those in Action Pathways, Inc. Contract when it is in the best interest of the Action Pathways, Inc. to do so.

c) ADDITIONAL INFORMATION: Include here the completed Bidder Information and Bidder Reference forms and any other forms required in the bid. Include all additional information that will be essential to an

understanding of the bid. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the bid document.

d) COST INFORMATION: Provide cost information on the Request for Bid sheet and the Schedule B sheets of your specialty included in this RFB. All costs for furnishing the product(s) and/or service(s) included in the bid in accordance with the terms and conditions in this RFB must be included.

2.4. MULTIPLE BIDS: Multiple bids from a vendor will be permissible; however, each bid must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid #1, Bid #2, etc. on each page included in the response.

2.5. INCURRING COSTS: Neither Action Pathways, Inc. or the North Carolina Department of Environment Quality Weatherization Assistance Program Office is liable for any cost incurred by a vendor in the process of responding to this RFB.

2.6. QUESTIONS: Any questions concerning this RFB must be submitted in writing on or before the bid closing date on the Request for Bid sheet.

USPS ADDRESS
Action Pathways, Inc
316 Green Street
Fayetteville, NC 28302-2009
FAX # (910) 485-7479

COMMON CARRIER ADDRESS
Action Pathways, Inc
316 Green Street P.O. Box 2009
Fayetteville, NC 28302-2009
kstafford@mindspring.com

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFB document at this point in the RFB process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFB document. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, a supplement will be made available either electronically or hard copy.

From the date of release of this RFB, until a Letter of Intent is issued, all contacts with Action Pathways, Inc. personnel regarding this RFB, shall be made through the Action Pathways, Inc. authorized representative. Violation of this condition may be considered sufficient cause for rejection of a proposal, irrespective of any other considerations.

Each bid shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

2.7. NEWS RELEASES: News releases pertaining to the RFB or to the acceptance, rejection, or evaluation of bids shall not be made without the prior written approval of Action Pathways, Inc. and the North Carolina Department of Environment and Natural Resources Weatherization Assistance Program Office.

2.8. BIDDERS CONFERENCE: An informational public meeting for potential bidders will be held to respond to questions. Action Pathways, Inc requests all bidders to attend this meeting. It will be held (see page 3) at Action Pathways, Inc at 321 Dick Street, Fayetteville, NC 28301.

3. BID ACCEPTANCE, EVALUATION AND AWARD:

3.1. BID OPENING: (See page 3). Names of the bidders may be read aloud at that time.

3.2. BID ACCEPTANCE: Bids which do not comply with instructions or are unable to comply with specifications contained in this RFB may be rejected by Action Pathways, Inc. Action Pathways, Inc may request reports on a bidder's financial stability and if financial stability is not substantiated may reject a bidder's bid. Action Pathways, Inc. retains the right to accept or reject any or all bids, or accept or reject any part of a bid deemed to be in the best interest of the Action Pathways, Inc. Action Pathways, Inc. shall be the sole judge as to compliance with the instructions contained in this RFB.

3.3. BID EVALUATION: Bids will be evaluated by Action Pathways, Inc's Finance Director and/or Program Director to verify that they will meet all specified requirements in this RFB. This verification may include requesting reports on the bidder's financial stability, conducting demonstrations of the vendor's proposed products(s) and/or service(s), and reviewing results of past awards to the bidder by Action Pathways, Inc.

Bids from certified Small; Minority, Women, and Disabled Owned Business Enterprises may be provided up to a five percent (5%) bid preference in accordance with North Carolina General Statute 143-48.

3.4. NOTIFICATION OF INTENT TO AWARD: Any bidder who responds to this RFB, with a bid, will be notified in writing of Action Pathways, Inc. intent to award the contract(s) as a result of this RFB.

After notification of the intent to award is made; and under the supervision of agency staff, copies of bids will be available for public inspection 8:30 a.m. to 4:30 p.m. at 316 Green Street, Fayetteville, NC 28302. Bidders should schedule reviews with the authorized Action Pathways, Inc. representative to ensure that space is available for the review.

3.5. APPEALS PROCESS: Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify statutes, North Carolina Administrative Code provisions and/or Department of Energy regulations that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with the Chief Executive Officer:

USPS ADDRESS
Action Pathways, Inc.
Attn: Mr. Lonnie Ballard
Chief Executive Officer
316 Green Street
Fayetteville, NC 28302-2009

COMMON CARRIER ADDRESS
Action Pathways, Inc.
Attn: Mr. Lonnie Ballard
Chief Executive Officer
316 Green Street P.O. Box 2009
Fayetteville, NC 28302-2009

The decision of the Chief Executive Officer and/or Chief Operating Officer of the procuring agency may be appealed to Action Pathways, Inc. Board Chairperson with a copy of such appeal filed with the procuring agency, provided the appeal alleges a violation of a North Carolina statute, a provision of the North Carolina Weatherization Program Policy or a Department of Energy regulation. Any appeal must be submitted in writing to the Board Chairperson. Contact information for the Board Chairperson will be made available by Action Pathways, Inc. upon request.

4. TECHNICAL PERFORMANCE REQUIREMENTS:

All requirements in this section are mandatory.

4.1 To perform the services provided for in Schedule A (Scope of Services) of your area of specialty in that attachments below. The services provided by the subcontractor may not be contracted out to any other organization or company.

4.2 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 at no additional cost to the Contractor, except that that actual permit and license fees specific to a site of work may be charged to the Contractor.

4.3 To use lead safe weatherization in all homes older than 1978 where the possibility of generating dust, both indoors and outdoors, exists. There is no de minimus level recognized, however; the preparation area and clean up area should be sized appropriately for the job. Work requiring lead safe weatherization includes, but is not limited to, side wall insulation installation, repair or replacement of windows or doors, and installation of an attic hatch. Pictures of the lead safe set up must be taken and included with the invoice or emailed to the agency.

4.4 To ensure personnel possess adequate training and knowledge to enable them to appropriately handle suspected asbestos containing materials.

5. GENERAL PERFORMANCE SPECIFICATIONS:

5.1. Bidder must complete the required work within fourteen (14) days of receipt of Action Pathways' work order. Bidder must supply documentation for any reason they cannot.

5.2. Bidder's invoice must list all weatherization services performed. Each weatherization measure will have a split between labor and material. **Since material is 100% reimbursable, actual vendor receipts will be required or an approved fair market material price list.** Sales tax must be listed on the invoice or a Certified Tax Statement is required detailing the amount of sales tax paid. Failure to do so will delay payment.

5.3. Bidder must supply Action Pathways, Inc. with a copy of any/all documentation regarding problems or issues regarding job site performance and/or client issues.

5.4. All reworks or call-backs must be remedied within seven (7) working days of notification.

5.5. The bidder must 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.

5.6. Successful Shell Subcontractor bidders must supply Action Pathways, Inc with a Certificate of Insurance with the following minimum insurance limits and maintain: Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage and minimum limits of $500,000.00, covering all of Subcontractor's employees who are engaged in any work under the contract; General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit of Limit (Defense cost shall be in excess of the limit of liability.) ; Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $1,000.00 medical payment; and Pollution Occurrence with a policy that provides three basic limits $500,000 per occurrence: $500,000 aggregate for the policy term and $2,500 deductible. (See Section 4 F of Subcontractor Agreement)

Successful HVAC, Plumber, and Electrical Subcontractor bidders must supply Action Pathways, Inc with a Certificate of Insurance with the following minimum insurance limits and maintain: maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage and minimum limits of $300,000.00, covering all of Subcontractor's employees who are engaged in any work under the contract. Sole proprietorships and partnerships with less than three (3) employees, in addition to the sole proprietor or partners, are not required to have Worker's Compensation; Commercial General Liability on Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000 combined single limit of limit (Defense cost shall be in excess of the limit liability); and Automobile Liability , to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $1,000.00 medical payment.

5.7. Bidder will allow forty-five (45) working days from billing date for payment from Action Pathways, Inc. after receipt of all billing requirements. Any reworks ordered after inspection(s) will be completed before issuance of payment.

5.8. Failure to comply with any of the specifications/special conditions will be sufficient reason for termination of agreement with the selected Bidder. First infraction: Bidders will be notified in writing of possible suspension. Second infraction: The Bidder agreement will be suspended and will be removed from the list of the Action Pathways, Inc. Bidders. The Bidder will be removed from the Action Pathways, Inc. bidder's list for a period of 2 to 5 years.

5.9. The bidder must submit one fixed price per unit for the entire contract period 7/1/2019 through 6/30/2020.

6. SUPPORT REQUIREMENTS:

All requirements in this section are mandatory.

6.1. Bidder shall provide a (1) one-year service contract on material and labor on warranty items, and in addition provide the manufacturer's standard warranties on all items.

6.2. Bidder must furnish all warranty repairs or provide alternate source of local warranty repair at no extra cost to the Agency.

6.3. Bidder will correct or have corrected any substandard work as requested by the Action Pathways, Inc. Such work shall be repaired or replaced at no extra cost to the Action Pathways, Inc. within thirty days of receipt of written notice of the defect.

6.4. Bidder shall agree to participate in any training offered by the Action Pathways, Inc. or the North Carolina Department of Environment and Natural Resources Weatherization Assistance Program Office at no cost to the contractor (Action Pathways, Inc.) for instruction only.

7. REQUIRED FORMS

The following forms must be completed and submitted with the bid in accordance with the instructions given in **Section 2.3.**

1. **Request for Bid Sheet (cover)**
2. **Subcontractor Information and Certification to include copies of license, insurances, and a sample invoice.**
4. **Bidder Reference**
5. **Subcontractor Agreement - Terms and Condition**

   Action Pathways, Inc reserves the right to incorporate standard Action Pathways, Inc. contract provisions into any contract negotiated with any bid submitted responding to this RFB. Failure of the successful bidder to accept these obligations in a contractual agreement may result in cancellation of the award. Terms and conditions include:

- **ATTACHMENT 1** - Shell Subcontractor Agreement
  - Schedule A – Scope of Work
  - Schedule B- Subcontractor Compensation
- **ATTACHMENT 2** - HVAC Subcontractor Agreement
  - Schedule A - Scope of Work
  - Schedule B Subcontractor Compensation
  - Evaluate, Clean and Tune Guidance
- **ATTACHMENT 3** - Electrical Subcontractor Agreement
  - Schedule A - Scope of Work
  - Schedule B Subcontractor Compensation
- **ATTACHMENT 4** - Plumber Subcontractor Agreement
  - Schedule A - Scope of Work
  - Schedule B Subcontractor Compensation
- **ATTACHMENT 5** - Energy Audit Subcontractor Agreement
  - Schedule A - Scope of Work
  - Schedule B Subcontractor Compensation

NORTH CAROLINA WEATHERIZATION ASSISTANCE PROGRAM

SUBCONTRACTOR INFORMATION & CERTIFICATION

1. Contractor Name:

Subcontractor Information

2. Business Name:
3. Owner(s) Name:
4. Address:
5. Telephone: Fax:
6. Email address:
7. Company Structure (corporation, partnership, sole proprietorship):
8. Business Type:
9. Years in Business:
10. Federal Tax Identification Number:
11. Type of Work to be Performed:

	Blower door directed air sealing
	Attic insulation
	Sidewall insulation
	Floor insulation
	Duct sealing and insulation

	Water heater insulation
	Pipe insulation
	General heat waste
	Glass Storm installation
	Other:

12. Years of Weatherization Work Experience, if none, list similar, related experience:
    a. List all agencies in which your company served as a Weatherization Assistance Program subcontractor in North Carolina in the past 3 years.

Agency	Main Contact Person	Telephone Number

13. Identify equipment owned by subcontractor that will be used in performing weatherization work:

Equipment	Manufacturer	Model	Year Purchased	Condition
Blower Door				
Insulation Machine				
Generator				
Combustion Analyzer				
Duct Blaster				
Infrared Camera				
Other:				
Other:				

14. Attach a copy of licenses (include general contracting licenses).

15. Attach a copy of insurances (Worker's Compensation, Commercial General Liability, Automobile, & Pollution Occurrence)

16. Attach a copy of the invoice to be used by the subcontractor.

Subgrantee Subcontractor Certification

As chief executive officer of the above named organization, I certify that competitive procurement procedures outlined in 10CFR600 and the procurement policies and procedures of our organization were followed in the procurement of the subcontractor identified above and further that after review of the business credentials, liability, workmen's compensation and pollution occurrence Insurance coverage held by the subcontractor and to the best of my knowledge the subcontractor identified herein possesses the skills; knowledge; experience; abilities; tools and equipment and appropriate state and local business licenses and credentials to perform the weatherization work identified in item 12 above in accordance with the NC Weatherization Program Installation Standards. I certify that my staff has verified that this subcontractor is not listed on Excluded parties List System or the Suspension of Funding List.

_____

Typed Name of Executive Director:

_____ _____

Signature of Executive Director Date

BIDDER REFERENCE

For Vendor:	

Provide company name, address, contact person, telephone number, and appropriate information on product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name:			
Address (include Zip + 4):			
Contact Person:		Phone No.:	
Product(s) and/or Service(s) Used:			

Company Name:			
Address (include Zip + 4):			
Contact Person:		Phone No.:	
Product(s) and/or Service(s) Used:			

Company Name:			
Address (include Zip + 4):			
Contact Person:		Phone No.:	
Product(s) and/or Service(s) Used:			

Company Name:			
Address (include Zip + 4):			
Contact Person:		Phone No.:	
Product(s) and/or Service(s) Used:			

Attachment 1

NORTH CAROLINA WEATHERIZATION ASSISTANCE PROGRAM

SUBCONTRACTOR AGREEMENT - SHELL

This Agreement is hereby entered into by and between Action Pathways, Inc., (herein "Contractor") and (Subcontractor) (herein "Subcontractor"). The agreement is subject to the availability of funds from the Award

WITNESSETH

WHEREAS, the Contractor has entered into a Weatherization Assistance Program Agreement with the North Carolina Department of Environment Quality, Division of Energy Mineral and Land Resources (DEMLR), whereby it has agreed to perform certain weatherization activities pursuant to the Weatherization Assistance Program in North Carolina and;

WHEREAS, the Contractor, as a result of the utilization of its agency procurement procedures determined that the subcontractor is the lowest responsible bidder and;

WHEREAS, the Subcontractor has agreed to undertake the services set forth in Schedule A 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 _____ (Commencement Date) and shall terminate on June 30, 2020 (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 Contractor agrees to pay the Subcontractor for services rendered under the terms and conditions of this Contract, subject to any additions and deductions, the reimbursement of the actual cost of materials and labor hours set forth in Schedule B (Price Agreement).

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. Subcontractor's Obligations

   The Subcontractor agrees:

   A. To perform the services provided for in Schedule A (Scope of Services) attached. The services provided by the subcontractor may not be contracted out to any other organization or company. Contractors will be required to complete at a minimum of **20%** of contracted houses with DEQ.

   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 Contractor, except that that actual permit and license fees specific to a site of work may be charged to the Contractor.

   C. To use lead safe weatherization in all homes older than 1978 where the possibility of generating dust, both indoors and outdoors, exists. There is no de minimus level recognized, however; the preparation area and clean

up area should be sized appropriately for the job. Work requiring lead safe weatherization includes, but is not limited to, side wall insulation installation, repair or replacement of windows or doors, and installation of an attic hatch. Pictures of the lead safe set up must be taken and included with the invoice or emailed the agency. Lead safe weatherization does not need to be followed in homes older than 1978 that have been certified as lead safe by third party verification.

D. To ensure personnel possess adequate training and knowledge to enable them to appropriately handle suspected asbestos containing materials. Personnel shall be required to successfully complete.

E. To indemnify and hold harmless the Contractor and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subcontractor in connection with the performance of this Agreement.

F. During the term of the contract, the Subcontractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. The Subcontractor must list the Contractor as a certificate holder on all relevant policies. At a minimum, the Subcontractor shall provide and maintain the following coverage and limits:

1. **Worker's Compensation –** The Subcontractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage and minimum limits of $500,000.00, covering all of Subcontractor's employees who are engaged in any work under the contract.

2. **Commercial General Liability –** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit of Limit. (Defense cost shall be in excess of the limit of liability.)

3. **Automobile –** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $1,000.00 medical payment.

4. **Pollution Occurrence Insurance –** Liability insurance to protect against incidental disturbances of environmental pollutants like lead-based paint dust. The policy must provide three basic limits - $500,000 per occurrence; $500,000 aggregate for the policy term; and $2,500 deductible per occurrence. Providing and maintaining adequate insurance coverage is a material obligation of the Subcontractor and is of the essence of this contract. The Subcontractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the Contractor that there is in force insurance with equivalent coverage and limits that will offer a least the same protection to the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Subcontractor shall not be interpreted as limiting the Subcontractor's liability and obligations under the contract.

G. The Subcontractor and Subcontractor crew members must attend all subcontractors mandatory Weatherization Training provided by the North Carolina Weatherization Assistance Program for subcontractors and must receive necessary training in order to be proficient at performing contracted weatherization functions. The Subcontractor and Subcontractor crew members must attend at least 40 hours of weatherization training yearly.

H. To perform the work in a workmanlike manner acceptable to the Contractor. The Subcontractor shall promptly correct all work rejected as defective or non-conforming by the Contractor, within fifteen (15) days, but in no event later than the Termination Date of this Agreement.

I. To guarantee the work performed and materials supplied 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. Defective work or materials shall be repaired or replaced, at the election of the Contractor, within thirty days of receipt by the Subcontractor of written notice of the defect.

J. Acceptance of faulty work, or failure on the part of the Contractor to discover defects, will not relieve the Subcontractor of responsibility to correct the defects as set forth herein within the guarantee period.

1. All work assigned to the Subcontractor will be identified by a Job Number and the Subcontractor shall similarly label all invoices, work change orders, etc. with the same number for purposes of identification.

2. The Subcontractor shall provide all required information on forms supplied by the Contractor, or shall supply to the Contractor the information necessary for the completion of such forms.

K. To provide all labor, tools and equipment necessary to perform this Agreement in an efficient, workmanlike and expeditious manner.

L. 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 subcontractor shall not be entitled to any partial payment. Payment will be made within forty-five days upon completion of all (100%) of weatherization work done to each home. The subcontractor submits the following billing requirements for payment:

1. Contractor's Invoice that specifies measure labor, actual material costs (number of insulation bags used must be included), and sales tax.

a. If the Subcontractor Invoice does not separate sales tax, then a certified statement of sales taxes paid must accompany the invoice.

2. Interim Readings Diagnostics

3. Lead Renovate Right Post Work Certification that indicates if Renovate Right procedures were required, Job Number and Renovator of Record with a copy of his/her certification.

B. The contractor agrees to make payment within forty-five (45) working days after receipt of all billing requirements above.

C. Assignment
This Agreement is intended to secure the services of the Subcontractor because of its ability and reputation and none of the Subcontractor's services or obligations under this Agreement shall be assigned, subcontracted or transferred without the prior written consent of the Contractor.

D. Records
The Subcontractor shall retain all papers and records in connection with work performed for a minimum of three (3) years and access will be provided to DEQ, 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. Contractor's Obligations

The Contractor agrees:

A. To provide work orders in conformance with the North Carolina Weatherization Assistance Program policies.

B. To conduct a timely post-inspection to determine the acceptability of the services performed by the Subcontractor no later than ten (10) business days after notification by the Subcontractor of completion.

C. To pay the Subcontractor promptly as required by 10CFR 600.421 and according to this Agreement.

D. Not to condition payment under this Agreement on the Division certification or approval.

7. Conduct of Agreement

A. Solicitation

The Subcontractor shall not actively solicit business from the clients during the course of the Subcontractor's performance of this Agreement. This provision shall not prevent Subcontractor 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 Contractor 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 Subcontractor, the Contractor 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 Subcontractor.

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 Contractor may withhold and retain such liquidated damages out of any monies due to the Subcontractor under this Agreement.

D. Termination

1. For Fault

If the Contractor determines that the Subcontractor has failed to perform or will fail to perform all or any part of the Subcontractor's services or obligations required under this Agreement, the Contractor may terminate or suspend this Agreement in whole or in part upon written notice by certified mail to the Subcontractor 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 Contractor shall be returned forthwith by the Subcontractor.

2. Not for Fault

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

3. Termination for Circumstances Beyond the Control of the Subcontractor

The Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Subcontractor 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 Subcontractor shall notify the Contractor 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 Contractor of the cessation of such occurrence."

4. In the event of termination of this Agreement, the Contractor shall simultaneously forward to the North Carolina Weatherization Assistance Program a copy of the required notice.

New Subcontractor Onsite Training Addendum

Contractors are required to provide onsite training for no less than five site built houses and no less than two mobile homes for Subcontractors who have not previously worked with the Weatherization Assistance Program. The Contractor must provide a representative to be onsite during the entire weatherization process in order to technical assistance to the Subcontractor. The contract may extend this monitoring if needed. This Subcontractor Agreement shall:

___ Not be subject to the Training Addendum.

___Be subject to the Training Addendum.

SCHEDULE A

Scope of Services

The Subcontractor agrees to provide the services and materials referenced below. The price listed in Schedule B for these services must include all standard support and finishing materials referenced in the descriptions. All services must be in accordance with the *North Carolina Weatherization Installation Standard Work Specifications*.

1. After gross air leakage (and ducts) are sealed, use the blower door and digital manometer to guide air sealing measures. Interim Readings Diagnostics must be used and submitted with the invoice when performing the following measures:
   a. Air sealing plumbing, electrical, and HVAC penetrations through ceilings, flooring and exterior walls with polyurethane foam;
   b. Patch sheet rock on exterior wall to include tape and mud to a ready to paint finish;
   c. Patch holes in flooring and ceilings using existing type materials if possible;
2. Wrap water heater tanks with external insulation blanket in accordance with the NC Weatherization Installation Standards;
3. Use blower machine to add insulation up to a R38 value (or R30 value if Weatherization Assistant justified) in attics using the manufacturer's bag estimation method. The number of bags used must be included on the invoice submitted to the agency. Attics must contain depth makers, junction box flags, wind baffles, and an MSDS for the product;
4. Use insulation blower machine to add fiberglass insulation to the roof cavities of mobile homes. Roof cavities with bowstring, flat, or cathedral styles shall be filled with insulation to capacity. Any access holes created must be sealed in accordance to the NC Weatherization Installation Standards;
5. Use insulation blower machine (rated at to output at least 2.9 pound per square inch) that is capable to dense pack sidewall insulation to a minimum density of 3.5 pounds per cubic foot of volume;
6. Seal accessible ducts, returns, plenums, connections, and boots with mastic and mesh tape resulting in a reading of no more than one Pascal;
7. Insulate ducts located outside the condition space with R-8, foil-faced duct insulation;
8. Install low-flow showerheads, aerators, and compact florescent lamps;
9. Replace broken window panes;
10. Install opaque, 6 millimeter polyethylene vapor barriers in crawl spaces of site built of modular homes. The seams of each piece must be overlapped 12 inches. The vapor barrier must extend 6 inches up the foundation wall, mechanically fastened;
11. Insulate floors with fiberglass batt insulation to R-19 value. The insulation must be supported by insulation staves or nylon thread no less than 28 inches;
12. Insulate the belly of mobile homes by filling belly to capacity with fiberglass insulation. The belly shall hang no more than 24 inches from the bottom of mobile home subfloor. Any access holes created must be sealed in accordance to the NC Weatherization Installation Standards. Minor rips and tears shall be patched to ensure that the insulation is properly secured;
13. Replace the belly of the mobile home then insulate the belly of mobile homes by filling belly to capacity with fiberglass insulation. The belly shall hang no more than 24 inches from the bottom of mobile home subfloor. Any access holes created must be sealed in accordance to the NC Weatherization Installation Standards; and
14. Install windows, storm windows and doors and instructed by the work order.

SCHEDULE B

Subcontractor Compensation

_____ (Subcontractor) will be compensated a labor rate of _____ Dollars and___ Cents ($___) per man-hour. The labor rate* quoted must include all overhead cost including travel, worker compensation, equipment, maintenance, and administrative expenses. Typical crew size is ___ persons.

Material	Specification	Labor Price	Material Price	Total Price (Per Sq. Ft.)
Blown Cellulose, Site Built Attic	R-38 (from R-0)			$0.00
Blown Cellulose, Site Built Attic	R-30			$0.00
Blown Cellulose, Site Built Attic	R-19			$0.00
Blown Cellulose, Site Built Attic	R-11			$0.00
Blown Fiberglass, Site Built Attic	R-38 (from R-0)			$0.00
Blown Fiberglass, Site Built Attic	R-30			$0.00
Blown Fiberglass, Site Built Attic	R-19			$0.00
Blown Fiberglass, Site Built Attic	R-11			$0.00
Blown Fiberglass, Roof	Mobile Home			$0.00
Elastomeric Reflective Roof Coating	Mobile Home			$0.00
Dense-Packed Cellulose, Sidewall	Exterior Blow			$0.00
Dense-Packed Cellulose, Sidewall	Exterior Blow Brick			$0.00
Dense-Packed Cellulose, Sidewall	Interior Blow			$0.00
Kneewall Insulation	3 ½" Studs			$0.00
Fiberglass Placement Sidewall	Mobile Home			$0.00
Batt Fiberglass, Floor 16" O.C	R-19			$0.00
Blown Fiberglass, Belly	Mobile Home			$0.00
Dual Pane, Low-E, White Vinyl Window	Site Built			$0.00
Pre-hung, Insulated Metal Door	Site Built			$0.00
Pre-hung Solid Core Wood Door	Site Built			$0.00
Glass Storm Window	Mobile Home			$0.00
Dual Pane, Low-E, White Vinyl Window	Mobile Home			$0.00
Pre-hung, Insulated Metal Door	Mobile Home			$0.00
Health & Safety Expense				
Vapor Barrier, Crawlspace	6 mil poly			$0.00

Record the prices for installing measures in the chart above. The total per square foot price must be equal to the sum of the labor price and the material price. These price categories should be adequate for installing in most weatherization situations. Please avoid adding unnecessary price categories.

*Hourly labor rate cannot be charged for time spent installing insulation, windows, doors or vapor barriers. Attic Preparation and crawl space preparation is including in the insulation sq. ft. price. The insulation preparation may or may not be required for all jobs.

Subcontractor Initials _____

IN WITNESS THEREOF, the parties have executed this Agreement

SUBCONTRACTOR – To be signed before submission to the Contractor

SIGNED:_____ DATE:_____

NAME (PRINTED):_____ TITLE:_____

BUSINESS:_____

ADDRESS:_____

CITY, STATE, ZIP:_____

TELEPHONE:_____ EMAIL:_____

CERTIFIED LEAD RENOVATOR FIRM # & EXPIRATION DATE:_____

GENERAL CONTRACTING LICENSE #: _____

CHECK ONE: ☐ INVOICE SHALL SEPARATE SALES TAX ☐ CERTIFIED STATEMENT SHALL BE USED

CONTRACTOR – To be signed after state review

SIGNED:_____ DATE:_____

NAME (PRINTED):_____ TITLE:_____

BUSINESS:_____

Attachment 2
NORTH CAROLINA Weatherization Assistance Program
Subcontractor Agreement - HVAC

This Agreement is hereby entered into by and between Action Pathways, Inc. (herein "Contractor") and (Subcontractor) (herein "Subcontractor"). The agreement is subject to the availability of funds from the Award Agreement #

WITNESSETH

WHEREAS, the Contractor has entered into a Weatherization Assistance Program Agreement with the North Carolina Department of Environment and Natural Resources, Division of Energy Mineral and Land Resources (DEMLR), whereby it has agreed to perform certain weatherization activities pursuant to the Weatherization Assistance Program in North Carolina and;

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

WHEREAS, the Subcontractor has agreed to undertake the services set forth in Schedule 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 _____ (Commencement Date) and shall terminate on June 30, 2020 (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 Contractor agrees to pay the Subcontractor 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 Schedule B (Price Agreement).

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. Subcontractor's Obligations
   The Subcontractor agrees:

   A. To perform the services provided for in Schedule A (Scope of Services) attached. The services provided by the Subcontractor 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 Contractor, except that that actual permit and license fees specific to a site of work may be charged to the Contractor.

   C. To use lead safe weatherization in all homes built prior to December 31, 1978, where the possibility of generating dust, both indoors and outdoors, exists. There is no *de minimus* level recognized; however, the preparation area and clean up area should be sized appropriately for the job. Pictures of the lead safe set up must be taken and provided to the Contractor in electronic form when the invoice is submitted.

D. To provide and maintain commercial insurance during the term of the contract. This insurance shall be maintained at the sole cost of the Subcontractor and with such terms and limits as may be reasonably associated with the contract. The Subcontractor must list the Contractor as a certificate holder on all relevant policies. At a minimum, the Subcontractor shall provide and maintain the following coverage and limits:

(1) **Worker's Compensation** – The Subcontractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage and minimum limits of $300,000.00, covering all of Subcontractor's employees who are engaged in any work under the contract. Sole proprietorships and partnerships with less than three (3) employees, in addition to the sole proprietor or partners, are not required to have Worker's Compensation.

(2) **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $100,000.00 Combined Single Limit of Limit. (Defense cost shall be in excess of the limit of liability.)

(3) **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Subcontractor. The Subcontractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the Contractor that there is in force insurance with equivalent coverage and limits that will offer a least the same protection to the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Subcontractor shall not be interpreted as limiting the Subcontractor's liability and obligations under the contract.

E. To indemnify and hold harmless the Contractor and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subcontractor in connection with the performance of this Agreement.

F. To perform the work in a workmanlike manner acceptable to the Contractor. The Subcontractor shall promptly correct all work rejected as defective or non-conforming as identified by the Contractor during any inspection, within fifteen (15) days of receipt of the written notice of the defect by the Subcontractor, but in no event later than the Termination Date of this Agreement, at no additional cost to the Contractor.

G. 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 Contractor, the Subcontractor 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 Subcontractor 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 Contractor, within thirty (30) days of receipt of the written notice of the defect by the Subcontractor, at no additional cost to the Contractor.

H. Acceptance of faulty work, or failure on the part of the Contractor to discover defects, will not relieve the Subcontractor of responsibility to correct the defects as set forth herein within the guarantee period.

1. All work assigned to the Subcontractor will be identified by a Job Number and the Subcontractor shall similarly label all invoices, work orders, etc. with the same number for purposes of identification.

2. The Subcontractor shall provide all required information on forms supplied by the Contractor, or shall supply to the Contractor the information necessary for the completion of such forms.

I. To provide all labor, tools and equipment necessary to perform this Agreement in an efficient, workmanlike and expeditious manner.

J. 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 Subcontractor shall not be entitled to any partial payment. Payment will be upon completion of all (100%) of services performed on each home. The Subcontractor must submit Contractor's Invoice that specifies measure labor & material costs for payment.

1. If the Subcontractor Invoice does not separate sales tax, then a certified statement of sales taxes paid must accompany the Invoice.

B. The Contractor agrees to make payment within sixty (60) working days after the Contractor's receipt of all billing documentation above.

C. Assignment
This Agreement is intended to secure the services of the Subcontractor because of its ability and reputation and none of the Subcontractor's services or obligations under this Agreement shall be assigned, subcontracted or transferred without the prior written consent of the Contractor.

D. Records
The Subcontractor shall retain all papers and records in connection with work performed for a minimum of three (3) years and access will be provided to DEMLR, 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. Contractor's Obligations

The Contractor agrees:

A. To provide work orders specifying the quantity and method of all work requested of the Subcontractor in conformance with the Divisions policies.

B. To conduct a timely post-inspection to determine the acceptability of the services performed by the Subcontractor no later than ten (10) business days after notification by the Subcontractor of completion (the "Final Inspection").

C. To pay the Subcontractor promptly according to this Agreement.

D. Not to condition payment under this Agreement on the Division certification or approval.

8. Conduct of Agreement

E. Solicitation
The Subcontractor shall not actively solicit business from the clients during the course of the Subcontractor's performance of this Agreement. This provision shall not prevent Subcontractor 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 Contractor is not obligated to pay for any work not initiated by the Contract and outside the scope of work provided on a work order.

F.Delays

When good cause is shown for delay in the work by the Subcontractor, the Contractor 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 Subcontractor.

G. 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 Contractor may withhold and retain such liquidated damages out of any monies due to the Subcontractor under this Agreement.

H. Termination

1. For Fault

If the Contractor determines that the Subcontractor has failed to perform or will fail to perform all or any part of the Subcontractor's services or obligations required under this Agreement, the Contractor may terminate or suspend this Agreement in whole or in part upon written notice by certified mail to the Subcontractor 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 Contractor shall be returned forthwith by the Subcontractor.

2. Not for Fault

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

3. Termination for Circumstances Beyond the Control of the Subcontractor

The Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Subcontractor 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 Subcontractor shall notify the Contractor 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 Contractor of the cessation of such occurrence."

SCHEDULE A

Scope of Services

The Subcontractor agrees to provide the services and/or materials described in detail below:

1. **Evaluate, clean and tune (ECT)** heating/cooling equipment per ANSI/ACCA Standard 4 (Maintenance of Residential HVAC Systems) and North Carolina Weatherization Assistance Program Guidelines, providing full documentation of tests performed, conditions observed and recommended actions.
    a. Evaluation should include a thorough inspection of existing ductwork, and, if applicable, notifying the Contractor of any deficiencies noted.
    b. Evaluation should include combustion and safety testing, if applicable.
    c. Conduct minor repairs to the heating/cooling system as determined by the ECT. For the purposes of this agreement, minor repairs are defined those repairs that and may be performed by Subcontractor performing the ECT service at the time of the initial service at no additional cost.
    d. Specify any additional work needed by electrician and/or plumber to achieve efficient, safe and code compliant operation of the unit. Any electrical and/or plumbing services must be separately contracted with by the Contractor; if the Subcontractor has a preference for a specific electrical or plumbing service provider, he/she may submit that request to the Contractor.
    e. Follow procedures for servicing, repairing, and disposing of any and all refrigerant-containing devices, units, and systems as outlined by federal, state, and local laws and regulations now in effect or hereinafter enacted which pertain to the Federal Clean Air Act of 1990.
    f. Remove any and all non-functioning equipment and parts associated with system, including obsolete ductwork, unless otherwise specified by the Contractor.
2. Replace non-functioning HVAC equipment with equipment of comparable size and type according to Manual J calculations and having an efficiency rating meeting or exceeding Section 7610 of the NC Weatherization Installation Standards. New System must use the same fuel type (oil, propane, electric, etc) as the existing system unless prior approval is granted by Contractor to convert fuel type. If provided, the air filters (4) for the new system shall be rated at MERV 6. Installation must meet ANSI/ACCA Standard 5 (Installation of Residential HVAC Systems) and North Carolina Weatherization Assistance Program Guidelines.
    a. Specify any additional work needed by electrician and/or plumber to achieve efficient, safe and code compliant operation of the unit. Any electrical and/or plumbing services must be separately contracted with by the Contractor; if the Subcontractor has a preference for a specific electrical or plumbing service provider, he/she may submit that request to the Contractor.
    b. Remove any and all non-functioning HVAC equipment and parts associated with system, including obsolete ductwork.
    c. Follow procedures for servicing, repairing, and disposing of any and all refrigerant-containing devices, units, and systems as outlined by federal, state, and local laws and regulations now in effect or hereinafter enacted which pertain to the Federal Clean Air Act of 1990.
    d. Provide original documentation of the Manual J calculation, new HVAC system operation manual, pictures and warranty information to the Contractor with the invoice.

SCHEDULE B
Subcontractor Compensation

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.

TASK 1: Evaluate, clean and tune (ECT) heating/cooling equipment per ACCA/ANSI Standard 4 and North Carolina standards, providing full documentation of tests performed and recommendations.

Set Price per unit	

TASK 2: Diagnose heating/cooling equipment with repairs and/or parts replacement, as necessary. Task 2 is only to evaluate an inoperable system, not to clean and tune it.

Set Price per unit	

TASK 3: Replace existing non-functioning heating/cooling equipment with new HVAC equipment. The cost should include labor for sizing central systems using ACCA Manual J. Ensure that efficiency meets or exceeds the requirements in section 7610 of the North Carolina Weatherization Installation SWS. Repair work in which only an air handler or condenser shall be replaced, shall not be required to meet the efficiency requirements.

		Option 1*	Option 2*	Option 3*
Electric Heat Pump (split)	Make/Model			
	Size/Rating			
	Efficiency (HSPF)			
	Material Cost			
	Labor Cost			
Natural Gas Furnace	Make/Model			
	Size/Rating			
	Efficiency			
	Material Cost			
	Labor Cost			
	AC included?			
Natural Gas Package	Make/Model			
	Size/Rating			
	Efficiency			
	Material Cost			
	Labor Cost			
Packaged Heat Pump	Make/Model			
	Size/Rating			
	Efficiency (HSPF)			
	Material Cost			
	Labor Cost			
Natural Gas Vented Space Heater	Make/Model			
	Size/Rating			
	Efficiency			
	Material Cost			
	Labor Cost			
Fuel Oil Furnace	Make/Model			
	Size/Rating			
	Efficiency			
	Material Cost			
	Labor Cost			
	AC included?			
Propane Vented Space	Make/Model			
	Size/Rating			

Heater	Efficiency			
	Material Cost			
	Labor Cost			
Fuel Oil Vented Space Heater	Make/Model			
	Size/Rating			
	Efficiency			
	Material Cost			
	Labor Cost			
Electric Mini Split	Make/Model			
	Size/Rating			
	Efficiency (HSPF)			
	Material Cost			
	Labor Cost			
Central AC	Make/Model			
	Size/Rating			
	Efficiency			
	Material Cost			
	Labor Cost			
Propane Furnace	Make/Model			
	Size/Rating			
	Efficiency			
	Material Cost			
	Labor Cost			
	AC included?			
Vented Solid Fuel Oven (Wood/Coal)	Make/Model			
	Size/Rating			
	Efficiency			
	Material Cost			
	Labor Cost			
Unit Natural Gas Boiler	Make/Model			
	Size/Rating			
	Efficiency			
	Material Cost			
	Labor Cost			

* Please consider options for variously sized site-built vs. manufactured homes. Note that the Weatherization Assistance Program **does not** install electric furnaces and the heating efficiencies requirements are often **greater** than the mechanical code.

IN WITNESS THEREOF, the parties have executed this Agreement

SUBCONTRACTOR

SIGNED:_____DATE:_____

NAME (PRINTED):_____ TITLE:_____

BUSINESS:_____

ADDRESS:_____

CITY, STATE, ZIP:_____

TELEPHONE:_____ EMAIL:_____

LICENSE #: _____

CONTRACTOR – To be signed after state review

SIGNED:_____DATE:_____

NAME (PRINTED):_____ TITLE:_____

BUSINESS:_____

Attachment 3
North Carolina Weatherization Assistance Program
Subcontractor Agreement - Electrical

This Agreement is hereby entered into by and between (Action Pathways, Inc.) (herein "Contractor") and (Subcontractor) (herein "Subcontractor"). The agreement is subject to the availability of funds from the Award Agreement #.

WITNESSETH

WHEREAS, the Contractor has entered into a Weatherization Assistance Program Agreement with the North Carolina Department of Environment Quality, Division of Energy Mineral and Land Resources (DEMLR), whereby it has agreed to perform certain weatherization activities pursuant to the Weatherization Assistance Program in North Carolina and;

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

WHEREAS, the Subcontractor has agreed to undertake the services set forth in Schedule 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 _____ (Commencement Date) and shall terminate on June 30, 2020 (Termination Date) with the exception of all provisions regarding records retention and guarantees of work which shall survive the termination of this Agreement.

6. Compensation
   The Contractor agrees to pay the Subcontractor for services rendered under the terms and conditions of this Contract, subject to any additions and deductions, the reimbursement of the actual cost materials and labor hours set forth in Schedule B (Price Agreement).

7. 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.

8. 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.

9. Subcontractor's Obligations
   The Subcontractor agrees:

   A. To perform the services provided for in Schedule A (Scope of Services) attached. The services provided by the Subcontractor may not be contracted out to any other organization or company.

   K. 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 in this Agreement, at no additional cost to the Contractor, except that that actual permit and license fees specific to a site of work may be charged to the Contractor.

   L. To use lead safe weatherization in all homes built prior to December 31, 1978, where the possibility of generating dust, both indoors and outdoors, exists. There is no *de minimus* level recognized; however, the preparation area and clean up area should be sized appropriately for the job. Pictures of the lead safe set up must be taken and provided to the Contractor in electronic form when the invoice is submitted.

   M. To provide and maintain commercial insurance during the term of the contract. This insurance shall be maintained at the sole cost of the Subcontractor and with such terms and limits as may be reasonably

associated with the contract. The Subcontractor must list the Contractor as a certificate holder on all relevant policies. At a minimum, the Subcontractor shall provide and maintain the following coverage and limits:

(4) **Worker's Compensation** – The Subcontractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage and minimum limits of $300,000.00, covering all of Subcontractor's employees who are engaged in any work under the contract. Sole proprietorships and partnerships with less than three (3) employees, in addition to the sole proprietor or partners, are not required to have Worker's Compensation.

(5) **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $100,000.00 Combined Single Limit of Limit. (Defense cost shall be in excess of the limit of liability.)

(6) **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Subcontractor. The Subcontractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the Contractor that there is in force insurance with equivalent coverage and limits that will offer a least the same protection to the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Subcontractor shall not be interpreted as limiting the Subcontractor's liability and obligations under the contract.

N. To indemnify and hold harmless the Contractor and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subcontractor in connection with the performance of this Agreement.

O. To perform the work in a workmanlike manner acceptable to the Contractor. The Subcontractor shall promptly correct all work rejected as defective or non-conforming as identified by the Contractor during any inspection, within fifteen (15) days of receipt of the written notice of the defect by the Subcontractor, but in no event later than the Termination Date of this Agreement, at no additional cost to the Contractor.

P. 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 Contractor, the Subcontractor 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 Subcontractor 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 Contractor, within thirty (30) days of receipt of the written notice of the defect by the Subcontractor, at no additional cost to the Contractor.

Q. Acceptance of faulty work, or failure on the part of the Contractor to discover defects, will not relieve the Subcontractor of responsibility to correct the defects as set forth herein within the guarantee period.

3. All work assigned to the Subcontractor will be identified by a Job Number and the Subcontractor shall similarly label all invoices, work orders, etc. with the same number for purposes of identification.

4. The Subcontractor shall provide all required information on forms supplied by the Contractor, or shall supply to the Contractor the information necessary for the completion of such forms.

R. To provide all labor, tools and equipment necessary to perform this Agreement in an efficient, workmanlike and expeditious manner.

S. 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.

9. Payment Schedule

E. That the Subcontractor shall not be entitled to any partial payment. Payment will be upon completion of all (100%) of services performed on each home. The Subcontractor must submit Contractor's Invoice that specifies measure labor & material costs for payment and the county/municipality inspection approving the work (if applicable).

1. If the Subcontractor Invoice does not separate sales tax, then a certified statement of sales taxes paid must accompany the invoice.

F. The Contractor agrees to make payment within forty-five (45) working days after the Contractor's receipt of all billing documentation above.

G. Assignment
This Agreement is intended to secure the services of the Subcontractor because of its ability and reputation and none of the Subcontractor's services or obligations under this Agreement shall be assigned, subcontracted or transferred without the prior written consent of the Contractor.

H. Records
The Subcontractor shall retain all documents and records in connection with work performed for a minimum of three (3) years and shall provide access to its records and to the employees who perform work under this Agreement to the State Energy Office, the US Department of Energy, the Division and any of its authorized agents or representatives, or other Federal or State representatives for the purpose of audit, examination, excerpts or transactions.

10. Contractor's Obligations

The Contractor agrees:

E. To provide work orders specifying the quantity and method of all work requested of the Subcontractor in conformance with the State Energy Office policies.

F. To conduct a timely post-inspection to determine the acceptability of the services performed by the Subcontractor no later than ten (10) business days after notification by the Subcontractor of completion (the "Final Inspection").

G. To pay the Subcontractor promptly according to this Agreement.

H. Not to condition payment under this Agreement on the State Energy Office certification or approval.

11. Conduct of Agreement

I. Solicitation

The Subcontractor shall not actively solicit business from the clients during the course of the Subcontractor's performance of this Agreement. This provision shall not prevent Subcontractor 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 Contractor is not obligated to pay for any work not initiated by the Contract and outside the scope of work provided on a work order.

J. Delays

When good cause is shown for delay in the work by the Subcontractor, the Contractor 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 Subcontractor.

K. 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 Contractor may withhold and retain such liquidated damages out of any monies due to the Subcontractor under this Agreement.

L. Termination

1. For Fault

   If the Contractor determines that the Subcontractor has failed to perform or will fail to perform all or any part of the Subcontractor's services or obligations required under this Agreement, the Contractor may terminate or suspend this Agreement in whole or in part upon written notice by certified mail to the Subcontractor 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 not 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 Contractor shall be returned forthwith by the Subcontractor.

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

3. Termination for Circumstances Beyond the Control of the Subcontractor
   The Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Subcontractor 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 Subcontractor shall notify the Contractor 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 Contractor of the cessation of such occurrence."

4. In the event of termination of this Agreement, the Contractor shall simultaneously forward to the North Carolina Weatherization Assistance Program a copy of the required notice.

SCHEDULE A

Scope of Services

The Subcontractor agrees to provide the services as described on the Scope of Work document provided by the Contractor. Likely tasks include, but are not limited to:

1. Install new or upgrade existing breaker and wiring, as necessary, for installation of new HVAC system;
2. Install new powered circuit with switch for bathroom exhaust fan;
3. Install new or upgrade existing breaker and wiring, as necessary, for installation of new water heater;
4. Replace knob-and-tube wiring in attic;
5. Replace aluminum wiring; and
6. Other, as specified in the Scope of Work provided by the Contractor.

SCHEDULE B

Subcontractor Compensation

All labor rates quoted must include all overhead cost including travel, worker, equipment, maintenance, administrative costs, and work pay.

Labor rate (Dollars and cents ($#.##) per man-hour)	

IN WITNESS THEREOF, the parties have executed this Agreement

SUBCONTRACTOR

SIGNED:_____ DATE:_____

NAME (PRINTED):_____ TITLE:_____

BUSINESS:_____

ADDRESS:_____

CITY, STATE, ZIP:_____

TELEPHONE:_____ EMAIL:_____

LICENSE #: _____

CONTRACTOR – To be signed after state review

SIGNED:_____ DATE:_____

NAME (PRINTED):_____ TITLE:_____

BUSINESS:_____

Attachment 4

North Carolina Weatherization Assistance Program

Subcontractor Agreement - Plumbing

This Agreement is hereby entered into by and between Action Pathways, Inc. (herein "Contractor") and (Subcontractor) (herein "Subcontractor"). The agreement is subject to the availability of funds from the Award Agreement #

WITNESSETH

WHEREAS, the Contractor has entered into a Weatherization Assistance Program Agreement with the North Carolina Department of Environment and Natural Resources, Division of Energy Mineral and Land Resources (DEMLR), whereby it has agreed to perform certain weatherization activities pursuant to the Weatherization Assistance Program in North Carolina and;

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

WHEREAS, the Subcontractor has agreed to undertake the services set forth in Schedule 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 _____ (Commencement Date) and shall terminate on June 30, 2020 (Termination Date) with the exception of all provisions regarding records retention and guarantees of work which shall survive the termination of this Agreement.

10. Compensation
    The Contractor agrees to pay the Subcontractor 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 Schedule B (Price Agreement).

11. 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.

12. 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.

13. Subcontractor's Obligations
    The Subcontractor agrees:

    T. To perform the services provided for in Schedule A (Scope of Services) attached. The services provided by the Subcontractor may not be contracted out to any other organization or company.

    U. 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 Contractor, except that that actual permit and license fees specific to a site of work may be charged to the Contractor.

    V. To use lead safe weatherization in all homes built prior to December 31, 1978, where the possibility of generating dust, both indoors and outdoors, exists. There is no *de minimus* level recognized; however, the preparation area and clean up area should be sized appropriately for the job. Pictures of the lead safe set up must be taken and provided to the Contractor in electronic form when the invoice is submitted.

    W. To provide and maintain commercial insurance during the term of the contract. This insurance shall be maintained at the sole cost of the Subcontractor and with such terms and limits as may be reasonably

associated with the contract. The Subcontractor must list the Contractor as a certificate holder on all relevant policies. At a minimum, the Subcontractor shall provide and maintain the following coverage and limits:

(7) **Worker's Compensation** – The Subcontractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage and minimum limits of $300,000.00, covering all of Subcontractor's employees who are engaged in any work under the contract. Sole proprietorships and partnerships with less than three (3) employees, in addition to the sole proprietor or partners, are not required to have Worker's Compensation.

(8) **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $100,000.00 Combined Single Limit t. (Defense cost shall be in excess of the limit of liability.)

(9) **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Subcontractor. The Subcontractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the Contractor that there is in force insurance with equivalent coverage and limits that will offer a least the same protection to the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Subcontractor shall not be interpreted as limiting the Subcontractor's liability and obligations under the contract.

X. To indemnify and hold harmless the Contractor and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subcontractor in connection with the performance of this Agreement.

Y. To perform the work in a workmanlike manner acceptable to the Contractor. The Subcontractor shall promptly correct all work rejected as defective or non-conforming as identified by the Contractor during any inspection, within fifteen (15) days of receipt of the written notice of the defect by the Subcontractor, but in no event later than the Termination Date of this Agreement, at no additional cost to the Contractor.

Z. 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 Contractor, the Subcontractor 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 Subcontractor 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 Contractor, within thirty (30) days of receipt of the written notice of the defect by the Subcontractor, at no additional cost to the Contractor.

AA. Acceptance of faulty work, or failure on the part of the Contractor to discover defects, will not relieve the Subcontractor of responsibility to correct the defects as set forth herein within the guarantee period.

5. All work assigned to the Subcontractor will be identified by a Job Number and the Subcontractor shall similarly label all invoices, work orders, etc. with the same number for purposes of identification.

6. The Subcontractor shall provide all required information on forms supplied by the Contractor, or shall supply to the Contractor the information necessary for the completion of such forms.

BB. To provide all labor, tools and equipment necessary to perform this Agreement in an efficient, workmanlike and expeditious manner.

CC. 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.

12. Payment Schedule

I. That the Subcontractor shall not be entitled to any partial payment. Payment will be upon completion of all (100%) of services performed on each home. The Subcontractor must submit Contractor's Invoice that specifies measure labor & material costs for payment.

1. If the Subcontractor Invoice does not separate sales tax, then a certified statement of sales taxes paid must accompany the invoice.

J. The Contractor agrees to make payment within sixty (60) working days after the Contractor's receipt of all billing documentation above.

K. Assignment
This Agreement is intended to secure the services of the Subcontractor because of its ability and reputation and none of the Subcontractor's services or obligations under this Agreement shall be assigned, subcontracted or transferred without the prior written consent of the Contractor.

L. Records
The Subcontractor shall retain all documents and records in connection with work performed for a minimum of three (3) years and shall provide access to its records and to the employees who perform work under this Agreement to the US Department of Energy, the Division and any of its authorized agents or representatives, or other Federal or State representatives for the purpose of audit, examination, excerpts or transactions.

13. Contractor's Obligations

The Contractor agrees:

I. To provide work orders specifying the quantity and method of all work requested of the Subcontractor in conformance with the Division policies.

J. To conduct a timely post-inspection to determine the acceptability of the services performed by the Subcontractor no later than ten (10) business days after notification by the Subcontractor of completion (the "Final Inspection").

K. To pay the Subcontractor promptly according to this Agreement.

L. Not to condition payment under this Agreement on the Division certification or approval.

14. Conduct of Agreement

M. Solicitation
The Subcontractor shall not actively solicit business from the clients during the course of the Subcontractor's performance of this Agreement. This provision shall not prevent Subcontractor 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 Contractor is not obligated to pay for any work not initiated by the Contract and outside the scope of work provided on a work order.

N. Delays
When good cause is shown for delay in the work by the Subcontractor, the Contractor 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 Subcontractor.

O. 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 Contractor may withhold and retain such liquidated damages out of any monies due to the Subcontractor under this Agreement.

D. Termination

1. For Fault
   If the Contractor determines that the Subcontractor has failed to perform or will fail to perform all or any part of the Subcontractor's services or obligations required under this Agreement, the Contractor may terminate or suspend this Agreement in whole or in part upon written notice by certified mail to the Subcontractor 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 Contractor shall be returned forthwith by the Subcontractor.

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

3. Termination for Circumstances Beyond the Control of the Subcontractor
   The Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Subcontractor 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 Subcontractor shall notify the Contractor 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 Contractor of the cessation of such occurrence."

4. In the event of termination of this Agreement, the Contractor shall simultaneously forward to the North Carolina Weatherization Assistance Program a copy of the required notice.

SCHEDULE A

Scope of Services

The Subcontractor agrees to provide the plumbing services described on the Scope of Work document provided by the Contractor. Likely tasks include, but are not limited to:

7. Move/upgrade water lines for installation of a new water heater.
8. Connect water lines to new water heater. If combustion water heater is selected, a low nitrogen oxide burner will be required. Heat traps will be installed on the inlet and outlet piping where not provided by manufacturer
9. Repair minor leaks.
10. Pipe in new boiler unit.
11. Repair pipes for existing boiler/radiator unit.
12. Maintain radiator system, including servicing of steam traps and valves.
13. Other, as specified in the Scope of Work provided by the Contractor.

Note: Services that expose workers or subcontractors to raw sewage are strictly prohibited by the Weatherization Assistance Program. This includes, but is not limited to, repair to sewage lines and septic system flushes.

SCHEDULE B

Subcontractor Compensation

All labor rates quoted must include all overhead cost including travel, worker compensation, equipment, maintenance, administrative costs, and work pay.

Labor rate (Dollars and cents ($#.##) per man-hour)	

IN WITNESS THEREOF, the parties have executed this Agreement

SUBCONTRACTOR

SIGNED:_____DATE:_____

NAME (PRINTED):_____ TITLE:_____

BUSINESS:_____

ADDRESS:_____

CITY, STATE, ZIP:_____

TELEPHONE:_____ EMAIL:_____

LICENSE #: _____

CONTRACTOR – To be signed after state review

SIGNED:_____DATE:_____

NAME (PRINTED):_____ TITLE:_____

BUSINESS:_____

ATTACHMENT 5

North Carolina Weatherization Assistance Program

Subcontractor Agreement – Energy Audits

This Agreement is hereby entered into by and between Action Pathways, Inc. (herein "Contractor") and (Subcontractor) (herein "Subcontractor"). The agreement is subject to the availability of funds from the Award Agreement #

WITNESSETH:

WHEREAS, the Contractor has entered into a Weatherization Assistance Program ('WAP") Agreement with the North Carolina Department of Environment Quality, State Energy Office agency, whereby it has agreed to perform certain weatherization activities pursuant to the Weatherization Assistance Program in North Carolina; and

WHEREAS, the Weatherization Assistance Program Agreement and as a result, this Agreement, are funded with funds through an agreement between the State Energy Office and the U.S. Department of Energy ("DOE"); and

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

WHEREAS, the Subcontractor has agreed to undertake the services set forth in Schedule 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 of _____ and shall terminate on **June 30, 2020** with the exception of all provisions regarding records retention and guarantees of work which shall survive the termination of this Agreement.

14. Compensation
    The Contractor agrees to pay the Subcontractor for services rendered under the terms and conditions of this Contract, subject to any additions and deductions, the reimbursement of the actual cost materials and labor hours set forth in Schedule B (Price Agreement).

15. 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.

16. 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.

17. Subcontractor's Obligations
    The Subcontractor agrees:

    DD. To perform the services provided for in Schedule A (Scope of Services) attached. The services provided by the Subcontractor may not be contracted out to any other organization or company.

    EE. 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 in this Agreement, at no additional cost to the Contractor, except that that actual permit and license fees specific to a site of work may be charged to the Contractor.

    FF. To use lead safe weatherization in all homes built prior to December 31, 1978, where the possibility of generating dust, both indoors and outdoors, exists. There is no *de minimus* level recognized; however, the

preparation area and clean up area should be sized appropriately for the job. Pictures of the lead safe set up must be taken and provided to the Contractor in electronic form when the invoice is submitted.

GG. To provide and maintain commercial insurance during the term of the contract. This insurance shall be maintained at the sole cost of the Subcontractor and with such terms and limits as may be reasonably associated with the contract. The Subcontractor must list the Contractor and the State Energy Office as a certificate holder on all relevant policies. At a minimum, the Subcontractor shall provide and maintain the following coverage and limits:

(10)**Worker's Compensation** – The Subcontractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage and minimum limits of $300,000.00, covering all of Subcontractor's employees who are engaged in any work under the contract. Sole proprietorships and partnerships with less than three (3) employees, in addition to the sole proprietor or partners, are not required to have Worker's Compensation.

(11)**Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $100,000.00 Combined Single Limit of Limit. (Defense cost shall be in excess of the limit of liability.)

(12)**Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $2,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Subcontractor. The Subcontractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the Contractor that there is in force insurance with equivalent coverage and limits that will offer a least the same protection to the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Subcontractor shall not be interpreted as limiting the Subcontractor's liability and obligations under the contract.

HH. To perform the work in a workmanlike manner acceptable to the Contractor. The Subcontractor shall promptly correct all work rejected as defective or non-conforming as identified by the Contractor during any inspection, within fifteen (15) days of receipt of the written notice of the defect by the Subcontractor, but in no event later than the Termination Date of this Agreement, at no additional cost to the Contractor.

II. 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 Contractor, the Subcontractor 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 Subcontractor 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 Contractor, within thirty (30) days of receipt of the written notice of the defect by the Subcontractor, at no additional cost to the Contractor.

JJ. Acceptance of faulty work, or failure on the part of the Contractor to discover defects, will not relieve the Subcontractor of responsibility to correct the defects as set forth herein within the guarantee period.

7. All work assigned to the Subcontractor will be identified by a Job Number and the Subcontractor shall similarly label all invoices, work orders, etc. with the same number for purposes of identification.

8. The Subcontractor shall provide all required information on forms supplied by the Contractor, or shall supply to the Contractor the information necessary for the completion of such forms.

KK. To provide all labor, tools and equipment necessary to perform this Agreement in an efficient, workmanlike and expeditious manner.

LL. To ensure employees do not smoke or other used of tobacco products (including, but not limited to, pips, cigars, snuff, or chewing tobacco is permitted in any part of the jobsite. A weatherization jobsite includes the home and the property in which the home is located.

15. Payment Schedule

M. That the Subcontractor shall not be entitled to any partial payment. Payment will be upon completion of all (100%) of services performed on each home. The Subcontractor must submit Contractor's Invoice that specifies measure labor & material costs for payment.

1. If the Subcontractor Invoice does not separate sales tax, then a certified statement of sales taxes paid must accompany the invoice.

N. The Contractor agrees to make payment within sixty (60) working days after the Contractor's receipt of all billing documentation above.

O. Assignment
This Agreement is intended to secure the services of the Subcontractor because of its ability and reputation and none of the Subcontractor's services or obligations under this Agreement shall be assigned, subcontracted or transferred without the prior written consent of the Contractor.

P. Records
The Subcontractor shall retain all documents and records in connection with work performed for a minimum of three (3) years and shall provide access to its records and to the employees who perform work under this Agreement to the State Energy Office, the US Department of Energy, the North Carolina Department of Commerce, Energy Division and any of its authorized agents or representatives, or other Federal or State representatives for the purpose of audit, examination, excerpts or transactions.

16. Contractor's Obligations

The Contractor agrees:

M. To provide work orders specifying the quantity and method of all work requested of the Subcontractor in conformance with the State Energy Office policies.

N. To conduct a timely post-inspection to determine the acceptability of the services performed by the Subcontractor no later than ten (10) business days after notification by the Subcontractor of completion (the "Final Inspection").

O. To pay the Subcontractor promptly according to this Agreement.

P. Not to condition payment under this Agreement on the State Energy Office certification or approval.

17. Conduct of Agreement

P. Solicitation
The Subcontractor shall not actively solicit business from the clients during the course of the Subcontractor's performance of this Agreement. This provision shall not prevent Subcontractor 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 Contractor is not obligated to pay for any work not initiated by the Contract and outside the scope of work provided on a work order.

Q. Delays
When good cause is shown for delay in the work by the Subcontractor, the Contractor 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 Subcontractor.

R. 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 Contractor may withhold and retain such liquidated damages out of any monies due to the Subcontractor under this Agreement.

D. Termination

1. For Fault
   If the Contractor determines that the Subcontractor has failed to perform or will fail to perform all or any part of the Subcontractor's services or obligations required under this Agreement, the Contractor may terminate or suspend this Agreement in whole or in part upon written notice by certified mail to the Subcontractor 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 Contractor shall be returned forthwith by the Subcontractor.

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

3. Termination for Circumstances Beyond the Control of the Subcontractor
   The Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Subcontractor 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 Subcontractor shall notify the Contractor 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 Contractor of the cessation of such occurrence."

New Subcontractor Onsite Training Addendum

Contractors are required to provide onsite training for no less than five site built houses and no less than two mobile homes for Subcontractors who have not previously worked with the Weatherization Assistance Program. The Contractor must provide a representative to be onsite during the entire weatherization process in order to provide technical assistance to the Subcontractor. The contract may extend this monitoring if needed. This addendum does not apply to Subcontractors whose Scope of Work only includes placing insulation.

This Subcontractor Agreement shall:

___ Not be subject to the Training Addendum.

____Be subject to the Training Addendum.

SCHEDULE A

Scope of Services

The Subcontractor agrees to provide the services as described on the Scope of Work document provided by the Contractor:

1. Perform an energy audit for identified housing units according to the audit requirement guidelines (WAP On-Site Audit Forms) required by the Standard Weatherization Assistance Program including use of the blower door and pressure pan, and other diagnostic tests, monitoring of refrigerator, combustion analysis, etc.; auditor will provide own diagnostic tools that meet the specifications of the program. The Contractor will use the Residential Energy Assessment Tool ("REAT") and provide an actual work order for each completed audit.
2. Discuss with Action Pathways, Inc. Audit Staff any concerns about units audited.
3. Provide Action Pathways, Inc. with proof of certifications and other specific training that applies to knowledge to complete WAP Energy Audits.
4. Provide Action Pathways, Inc. with copies of general liability insurance and business identification numbers required for payment.

SCHEDULE B

Subcontractor Compensation

All labor rates quoted must include all overhead cost including travel, worker, equipment, maintenance, administrative costs, and work pay.

County	Rate per Unit

- Deferral units will be billed at a flat rate of $_____.
- A $50 fee will be charged for any unit that requires the use of a duct blaster.

IN WITNESS THEREOF, the parties have executed this Agreement

SUBCONTRACTOR – To be signed before submission to the Contractor

SIGNED:_____DATE:_____

NAME (PRINTED):_____ TITLE:_____

BUSINESS:_____

ADDRESS:_____

CITY, STATE, ZIP:_____

TELEPHONE:_____ EMAIL:_____

CHECK ONE: ☐ INVOICE SHALL SEPARATE SALES TAX ☐ CERTIFIED STATEMENT SHALL BE USED

CONTRACTOR – To be signed after state review

SIGNED:_____DATE:_____

NAME (PRINTED):_____ TITLE:_____

BUSINESS:_____

8. TREATMENT OF NORTH CAROLINA SALES TAX

Action Pathways, Inc. is a non-profit agency and we seek reimbursement from the North Carolina Department of Revenue (DOR) for sales taxes paid. We are required to know the sales taxes build into subcontractors' rates. In particular the HVAC, electrical, and plumbing subcontractors and in some cases shell subcontractors do not share the sales taxes rates with us. For those subcontractors' who are not showing their build in tax rates, we are requiring you to furnish a "***certified statement***". This certified statement must include: date the materials were purchased, type of materials purchased, cost and taxes (local and state) paid on materials, project for which the materials were used for, the county the materials were delivered to (if purchased in state), and the county where the materials were used (if purchase out of state).

- **Attachment 6 - Sample Copy of a Certified Statement Form**

Attachment 6

North Carolina Weatherization Assistance Program
SALES TAX CERTIFIED STATEMENT
Action Pathways, Inc.

In order to recoup the sales tax paid by subcontractors, all subcontractors that do not indicate the sales tax on their invoices are required to complete a certified statement denoting the cost for materials and the sales tax that was paid. The certified statement must indicate the invoice numbers, the inclusive dates of the invoices, and the total amount of the invoices and the sales and use taxes paid thereon. The statement must include the cost of any materials withdrawn from the contractor's warehouse stock and the amount of state and/or local sales tax paid by the subcontractor. This form shall be signed by the owner, a corporate officer, or an authorized employee. Job Number refers to agency job number and will start with "W" or "H".

Is the Sales Tax On Invoice? _____ Yes _____ No, fill out form then sign below Job Number_____

Name of Subcontractor:_____

Vendor 1:_____ Vendor Invoice Date: _____
Type of Material Purchased: _____ (Complete If Material Purchased In State)
County Delivered: _____ (Complete If Material Purchased Out Of State)
County Received: _____ Total Vendor Invoice Tax Amount: _____
Total Vendor Invoice Amount: _____ **Material Sales Tax Paid:** _____
Cost of Material: _____

Vendor 2:_____ Vendor Invoice Date: _____
Type of Material Purchased: _____ (Complete If Material Purchased In State)
County Delivered: _____ (Complete If Material Purchased Out of State)
County Received: _____ Total Vendor Invoice Tax Amount: _____
Total Vendor Invoice Amount: _____ **Material Sales Tax Paid:** _____
Cost of Material: _____

Vendor 3:_____ Vendor Invoice Date: _____
Type of Material Purchased: _____ (Complete If Material Purchased In State)
County Delivered: _____ (Complete If Material Purchased Out Of State)
County Received: _____ Total Vendor Invoice Tax Amount: _____
Total Vendor Invoice Amount: _____ **Material Sales Tax Paid**:_____
Cost of Material: _____

Vendor 4:_____ Vendor Invoice Date:_____
Type of Material Purchased: _____ (Complete If Material Purchased In State)
County Delivered: _____ (Complete If Material Purchased Out Of State)
County Received: _____ Total Vendor Invoice Tax Amount: _____
Total Vendor Invoice Amount: _____ **Material Sales Tax Paid**:_____
Cost of Material: _____

___ **I acknowledge this is true to the best of my knowledge.**

_____
Subcontractor Certifying Official Title Date