



October 16, 2013

Mr. Daniel Tylutki
Program Manager
Pima County
Community Development and
Neighborhood Conservation Department
2797 East Ajo Way, 3rd Floor
Tucson, Arizona 85713

RE: Contract No. EW-ESA-14-4181-07Y3
Governor's Office of Energy Policy
Federal Funding, U.S. Department of Energy

Dear Mr. Tylutki:

Three contracts to provide funding for the Weatherization Low-Income Assistance Program are enclosed for signature.

- **WHEN THE DOCUMENTS ARE SIGNED, KEEP ONE DOCUMENT AND RETURN TWO OF THE ORIGINAL SIGNED DOCUMENTS BY OCTOBER 30, 2013 TO:**

State of Arizona
Governor's Accounting Office
Attn: Sarah Bean, Procurement Manager
1700 West Washington Street, Suite 500
Phoenix, AZ 85007

- **PLEASE SUBMIT A CURRENT CERTIFICATE OF SELF INSURANCE**
- **PLEASE COMPLETE AND RETURN THE FFATA FORM FOR THIS AWARD AMOUNT**

The Governor's Office of Energy Policy looks forward to a mutually beneficial relationship during this contract period. Should you have any questions regarding the document or the deadline for return, please contact me at sbean@az.gov.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Bean".

Sarah Bean
Procurement Manager

cc: Evelyn Billings, Grants Administrator, Governor's Office of Energy Policy

WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT

EW-ESA-14-4181-07Y3

Between the

**STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY**

And the

PIMA COUNTY GOVERNMENT

This Weatherization Low-Income Assistance Agreement ("Agreement" or "Contract") is entered into by and between the State of Arizona, Governor's Office of Energy Policy ("Grantor"), located at 1700 West Washington, Suite 250, Phoenix, Arizona 85007 and the Pima County Government ("Grantee"), administered through the Community Development and Neighborhood Conservation Department, located at 2797 East Ajo Way, 3rd Floor, Tucson, Arizona 85713.

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 41-101.01 and Executive Order 2011-02 authorizes the Grantor to execute and administer contracts.

WHEREAS, A.R.S. § 41-2702 authorizes a state governmental unit to award a grant to a corporation and A.R.S. § 41-2703 authorizes the Department of Administration to waive the solicitation and award procedures under certain circumstances.

WHEREAS, the Department of Administration has approved the request for waiver of solicitation and award procedures for the Grantee in a letter dated June 14, 2013.

WHEREAS, A.R.S. §§ 11-201 and 11-251 authorize the Pima County Government to execute and administer contracts.

WHEREAS, the Grantor desires to engage the Grantee to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the U.S. Department of Energy ("DOE") Low-income Weatherization Assistance Program authorized under Title IV of the Energy Conservation and Production Act, as amended, which directs the DOE to administer the Weatherization Assistance Program (42 U.S.C. 6861-6873), including applicable regulations under 10 C.F.R. 600 and 10 C.F.R. 440 and other policies and procedures as DOE may prescribe for the administration of financial assistance.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this agreement as follows:

I. PURPOSE OF AGREEMENT

The Grantor hereby grants funding to the Grantee solely for the project and in the following amount set forth herein. The Grantee shall implement weatherization services under the terms of this Agreement. The purpose of the Weatherization Assistance Program ("Program") is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

The Grantee agrees to comply with all applicable federal and state statutes, regulations, policies, guidelines, and requirements, including administrative requirements with the use of this funding. The Grantor will provide the

financial, programmatic and administrative guidelines and statutory program purposes for the grant program funding. The Grantee agrees to comply with all lawful requirements imposed by the Grantor in the administration of these grant funds.

II. TERM OF AGREEMENT/ EFFECTIVE DATE

The term of the Agreement shall commence upon signature by both parties and shall remain in effect until June 30, 2014, contingent upon final Federal funding, unless terminated, canceled or extended as otherwise provided herein.

III. DESCRIPTION OF SERVICES

The Grantee shall:

- A. Implement weatherization services under the terms of this Agreement in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Grantee's service delivery area.
- B. Complete activities in accordance with Exhibit A, Budget, incorporated into this Agreement by reference.
- C. Perform the services under this Agreement, in accordance with Exhibit B, Weatherization Program Requirements, incorporated into this Agreement by reference. Program requirements may change, at which time the Grantee will be notified by the Grantor. Upon notice from the Grantor, the Grantee shall perform the services in accordance with the updated requirements provided with the written notification.
- D. Adhere to the following **Program Specific Requirements:**

Regulation Requirements:

- 1. As applicable, the Grantee must follow conditions set forth by DOE, 10 C.F.R. Pt. 440, and the Grantor, in conjunction with the Arizona Department of Economic Security ("DES").
- 2. Ensure that the adjusted average cost per dwelling unit for labor, materials and program support expenditures shall not exceed \$6,904 using DOE Program funds. As part of this per dwelling unit adjusted average, renewable energy measures cannot exceed \$3,445. The adjusted average for renewable energy measures is not a separate average, but a part of the overall adjusted average expenditure limit of \$6,904.
- 3. Agree that all measures must be determined to be eligible as cost-effective as set forth by the Program.
- 4. Agree that total expenditures on Health and Safety and Durability measures are subject to budget limitations. Prior written approval by the Grantor is required for any Health and Safety and Durability measures that cost \$2,000 or more per house unit. The Health and Safety and Durability measures must be limited to risk mitigation improvements that are "energy related." Priority shall be given to expending Program Operations so that the Health and Safety budget portion is not expended before the Program Operations.

Program Financial Eligibility and Certification Requirements

1. Eligible Population and Certification of Eligibility

The Grantee is responsible to follow the current Arizona Department of Economic Security ("DES") Low-Income Home Energy Assistance Program ("LHEAP") Policy Manual requirements for income eligibility at or below 200% of Federal Poverty Guidelines as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.

2. Income Eligibility

Applicants are eligible whose income is at or below 200% of the Federal Poverty Guidelines income determined in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.

3. Priority

Priority shall be given to identifying and providing weatherization assistance to the following households:

- Elderly persons
- Persons with disabilities
- Families with children
- High residential energy users and households with a high energy burden

Prohibition Against Weatherization Services

1. Dwelling Units

- i. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this Agreement.
- ii. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this Agreement.

Prior Written Approval Requirements

Prior written approval from the Grantor is required on the following:

1. All purchases of Program vehicles or equipment over \$4,999.
2. All purchases of a lease or a lease-purchase of vehicles or equipment.
3. The Grantor and/or DOE sponsored Weatherization training, Program sessions, or workshops charged to Weatherization that exceed \$500 in costs. The Grantee must submit the Training and Technical Assistance form provided by the Grantor to obtain prior permission.
4. Weatherization training, Program sessions, or workshops not sponsored by the Grantor or DOE and charged to Weatherization. The Grantee must submit the Training and Technical Assistance form provided by the Grantee to obtain prior permission.
5. Adjustments to line items in the Agreement budget.
6. Purchase of extended warranties for installed items on client homes.
7. Weatherization of all rental properties of five (5) or more units per building.
8. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
9. Specific references to written approval requirements listed in the latest edition of the Weatherization Program Requirements, attached as Exhibit B.
10. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
11. Homes that have been weatherized after September 30, 1994 and reported to the Grantor for contract credit.
12. All Health and Safety and Durability measures costing \$2,000 or more per house unit.
13. Failure to comply with these requirements will result in disallowed program costs that will not be paid through the grant program.

Eligibility for State or Local Public Benefits; Documentation and Violations

Grantees providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled,

periodic process and documentation audits to endure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this Agreement.

Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Grantee is required to comply with the requirements of Section 106 of the National Historic Preservation Act ("NHPA"), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Grantor and the State Historic Preservation Officer have developed a Statewide Programmatic Agreement. As long as the Grantee adheres to a scope of work in conformance with this executed agreement, the Grantee need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at <http://www.azenergy.gov/HistoricPreservation.aspx>. Additional information is also available at the U.S. Department of Energy website at http://www1.eere.energy.gov/wip/historic_preservation.html.

Inventory

The Grantee shall maintain a current list of all non-expendable inventory equipment, with an individual cost of \$500 and over, which has a useful life of more than a year and is available for use in Weatherization. This list shall include:

1. A description of the inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number and the agency's unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data – date and method of disposal

The Grantee shall update the Program Equipment Inventory list at the end of the Program year. The inventory list shall include any inventory acquisition, disposition, and the condition changes during the Program. Upon request by the Grantor, a copy of the Grantee's Program Equipment Inventory list shall be provided.

Property

All inventories acquired by funds provided through this Agreement become program property. Title to inventory acquired and defined under the Agreement may vest upon expiration of the agreement, provided all terms and conditions of the Agreement have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102 and 10 C.F.R. Pt. 600.232(A).

The Grantee shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through this Agreement with the Grantor. Equipment and vehicles no longer required for Program operation shall be reported to the Grantor prior to disposition. When the Agreement is terminated, the disposition of all inventory acquired with funds from this Agreement shall be determined as follows:

The Grantor may allow continued use of Program inventory provided that a new agreement is executed and the inventory continues to be used as originally intended.

The Grantor may sell inventory to the Grantee, at fair market value, if the Grantee wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the Grantor.

The Grantor may take possession of the inventory.

Client File Requirements

1. Separate File

A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this Agreement. The client file shall be retained by the Grantee for a minimum of five years after the termination of the Agreement and be available for inspection by representatives of the Grantor with reasonable advance notification.

2. Program Application Form

A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of Program eligibility.

3. Fuel Information Release Form

A Fuel Information Release Form signed by the applicant to allow the Grantee or the Grantor to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign a Fuel Information Release Form does not affect weatherization services available to applicants. If a fuel information release is not signed by the applicant, do not list the utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.

4. Rental Properties

- i. Rental properties may be weatherized under the terms of this Agreement. Prior written approval is required by the Grantor for all rental properties of five (5) or more units per building. Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Grantee and the rental owner/agent, as part of the job record and client job file.
- ii. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324(A)(4). The Grantee must obtain written permission from the Grantor prior to repairing or replacing any items in the rental property the landlord is required to maintain.

IV. REPORTING REQUIREMENTS

FINANCIAL:

- A. The Grantee shall be paid on a cost reimbursement basis. The reimbursement amount is to be determined on the cash basis of accounting. The reimbursement request must be submitted monthly for those items submitted and approved in the budget inclusively.
- B. The Grantee shall submit to the Grantor no later than the twelfth (12th) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.
- C. Reimbursement requests shall be submitted to the Grantor on a Payment Request Form and include the reporting month, dollar amount requested, original signature and date. The COMPLETED/SUBMITTED JOBS check-box section of the form must be marked with the appropriate choice and if applicable, attach documentation:
 - Completed/Submitted Jobs listing attached (Attach list)
 - Completed/Submitted Jobs listing sent via email to ebillings@az.gov (Send list by email to Evelyn Billings)
 - No completed Submitted jobs this month (No list is required)

- D. The reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization

contractual requirements, the Grantor will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

- E. Expenses charged to the Training and Technical Assistance ("T&TA") line item budget requires a T&TA form, which is provided by the Grantor, to be completed and filed with the Financial Report Form in order for reimbursement to be paid. Weatherization training, Program sessions, or workshops that will exceed \$500 or more in cost must have prior written approval from the Grantor. Any training Program sessions or workshops not sponsored by the Grantor or DOE and charged to Weatherization must have prior written approval from the Grantor.
- F. The Grantee shall use the forms provided by the Grantor to submit financial expenditure reports. The forms will be sent to the Grantee upon receipt of the signed Agreement.

PROGRAMMATIC:

A. Weatherization Program Database Website

- For each dwelling unit completed, the Grantee shall input in the database the client information, house occupant information, and data on house characteristics, combustion safety, diagnostics and work performed to the fullest extent possible.
- No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.

B. List of Client Jobs

- A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to ebillings@az.gov or attached as a separate document to the Payment Request Form.

C. Financial Report Form

- The Financial Report Form shall show per line item current expenditures of the reporting period, and the cumulative expenditures to date.

D. Monthly Detailed Expense Reports

- Detailed financial expense documentation reports generated by the Grantee's accounting system that reflect the Grantee's Weatherization budget expenses must be submitted monthly with the Payment Request Form for the purpose of fiscal desk-audit monitoring.

E. Report Submittal Requirements

- The Payment Request Form and Financial Report Form shall be mailed to the Grantor no later than the twelfth (12th) working day of the month on or before 5:00 p.m., taking into consideration any State holiday.
- Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.
- Fiscal Year final reports shall be submitted no later than the 25th day of the month following year end. If the 25th day falls on a weekend, the final report is due on the preceding Friday.

F. Submittal Address

- All payment Request Forms and Report Forms must be directed to:

**Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, Arizona 85007**

G. Service Territory

- Pima County, excluding the Cities of Tucson and South Tucson and tribal organizations.

H. Unduplicated Unit Goal

- Unduplicated unit goal determination is calculated by dividing the DOE adjusted average cost per dwelling unit amount, as stated in Section III(D)(2) into the Program Operations line-item budget category amount.
- Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies or services, will result in the withholding of payment under this Agreement unless such failure arises due to causes beyond the control and without the fault of negligence of the Grantee.

V. **MANNER OF FINANCING**

Grantor shall:

- A. Provide up to, and not exceed, \$14,507 to the Grantee, as authorized by the Program, administered by the Grantor, for costs associated with the activities listed in Section III and Exhibit A, incorporated by reference.
- B. Allow Program expenses for this Agreement beginning the effective date of this Agreement
- C. Pay the Grantee on a reimbursement basis only, conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the Grantee. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the Grantee under this Agreement.
- D. Funding shall not be paid for any household that is not 100 percent complete and all work orders are closed out and the job has been submitted to the Grantor.
- E. Require that any requested reimbursement must be submitted in an all-inclusive basis. The Grantor will not reimburse any item other than the all-inclusive funding contained on the budget form attached.
- F. Reimburse travel expenses in accordance with the Grantee's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy and the prevailing Federal standard mileage rates.
- G. Expend payments to the Grantee from the Low-income Weatherization Assistance Program, authorized under Title IV of the Energy Conservation and Production Act, as amended, C.F.D.A. No. 81.042.
- H. Shall provide master templates for the Payment Request Form and the Financial Report Form for use by the Grantee when requesting DOE funds during the term of the Agreement.

VI. **AGREEMENT RENEWAL**

The Agreement shall not bind nor purport to bind the Grantor for any contractual commitment in excess of the original Agreement period or amount. The Grantor shall have the right, at its sole and unfettered discretion,

whether or not to extend this Agreement. If so, the parties must execute a written amendment or a new agreement. Consideration for renewal will also be based on results of Program and fiscal monitoring.

VII. NOTIFICATION REGARDING CHANGES

The Grantee shall notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the Program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement amendment issued by the Grantor.

VIII. FUND MANAGEMENT

The Grantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- A. Financial Management
- B. Procurement
- C. Personnel
- D. Property
- E. Travel

A system is adequate if it is: (1) written; (2) consistently followed - it applies in all similar circumstances; and (3) consistently applied - it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

IX. DUNS/CCR

Each successful recipient who is awarded \$25,000 or more must provide the following prior to an agreement being executed: (a) Dun and Bradstreet Universal Numbering System ("DUNS") number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration ("CCR") database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.sam.gov/portal/public/SAM/>.

X. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act ("FFATA") of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202(a) of Pub. L. No. 110-252, the Grantee is required to provide information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XI. SINGLE AUDIT

The Grantee agrees to comply with the organizational audit requirements of OMB Circular No. A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular No. A-133 audits are not satisfactory and promptly addressed.

Single Audit: Grant sub-recipients expending \$500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular No. A-133, "Audits of States, Local Governments and Non-profit Organizations."

- If your organization is subject to the requirements of the A-133 Single Audit Act, then submit one copy of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.

- If your organization is not subject to A-133, submit one copy of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs.
- If your organization does not have a recently completed audit, submit one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

The audit submission requirement applies to each grant award year. A copy of the Grantee's A-133 or annual audit with any findings shall be provided to the Governor's Accounting Office within thirty (30) days following the annual audit, but no later than nine (9) months following the end of the Grantee's fiscal year. If your organization does not have a current audit completed, the written correspondence requesting an extension must be attached. The correspondence must indicate the timeframe for completion and/or the requested extension date. Information on Federal Single Audits, OMB Circular No. A-133 may be found on OMB's website at www.omb.gov/grants.

XII. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

Grantees must comply with the applicable Uniform Administrative Requirements and Cost Principles as indicated in the table below. This information may be reviewed in greater detail at the following links:

OMB Circulars: <http://www.whitehouse.gov/omb/circulars/index.html>

OJP Financial Guide: <http://www.ojp.usdoj.gov/financialguide/>

Administrative Requirements	
OMB Circular A-102	"Grants and Cooperative Agreements with State and Local Governments."
2 CFR Part 215	"Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (28 CFR Part 70)
Cost Principles	
2 CFR Part 220	"Cost Principles for Educational Institutions (28 CFR Part 66)
2 CFR Part 225	"Cost Principles for State, Local, and Indian Tribal Governments" (28 CFR Part 66)
2 CFR Part 230	"Cost Principles for Non-Profit Organizations"
Audit Requirements	
OMB Circular A-133	"Audits of States, Local Governments, and Non-Profit Organizations" (28 CFR Parts 66 and 70)

XIII. STATEMENT OF FEDERAL STEWARDSHIP

The DOE will exercise normal federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

XIV. SITE VISITS

The DOE's authorized representatives and the Grantor have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Grantee must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

XV. PUBLICATIONS

Grantees are encouraged to publish or otherwise make publicly available the results of the work conducted under the award. An acknowledgment of the DOE's support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy and the Governor's Office of Energy Policy under Award Number DE-EE0006139."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

XVI. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

The Grantee must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

XVII. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

Nonprofit organizations are subject to the intellectual property requirements at 10 C.F.R. § 600.136(a), (c), and (d). All other organizations are subject to the intellectual property requirements at 10 C.F.R. § 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The DOE has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d)(1) In addition, in response to a Freedom of Information Act ("FOIA") request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. § 552(a)(4)(A)).

XVIII. LOBBYING RESTRICTIONS

By accepting funds under this award, the Grantee agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

XIX. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

XX. DECONTAMINATION AND/OR DECOMMISSIONING COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning ("D&D") of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

XXI. MINIMUM PRIVACY PROTECTIONS REGARDING APPLICANT INFORMATION

1. The Grantee and its subcontractors shall be required to treat all requests for information concerning applicants and recipients of Program funds in a manner consistent with the federal government's treatment of information requested under the FOIA, 5 U.S.C. § 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. § 552(b)(6). Under 5 U.S.C. § 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
2. A balancing test must be used in applying Exemption (b)(6) in order to determine:
 - A. Whether a significant privacy interest would be invaded;
 - B. Whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and
 - C. Whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
3. A request for personal information including but not limited to the names, addresses, or income information of Program applicants or recipients would require the Grantor to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
4. Given a legitimate, articulated public interest in the disclosure, the Grantor and other service providers with the Grantor's approval may release information regarding recipients in the aggregate that does not identify specific individuals. However, the Grantor or service provider with the Grantor's approval must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

XXII. WASTE STREAM

The Grantee assures that it will create or obtain a waste management plan addressing waste generated by a proposed project prior to the project generating waste. This waste management plan will describe the recipient's or sub-recipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed project. The Grantee shall ensure that the project is in compliance with all federal, state and local regulations for waste disposal. The Grantee shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

XXIII. HEALTH & SAFETY

The nature of the work to be performed under this Agreement is inherently hazardous. In performance of work under this Agreement, the Grantee shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

XXIV. OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES

The Grantee or any subcontractor conducting activities to fulfill the requirements of the Weatherization Low-Income Assistance project must be in compliance with the requirements and shall operate with the guidelines set forth by OSHA (Pub. L. No. 91-596, which is codified at 29 U.S.C. §§ 651-678).

XXV. PUBLIC AGENCY LANGUAGE ONLY-INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

XXVI. INSURANCE REQUIREMENTS

In the event the Grantee or sub-contractor(s) is/are a public entity, then such public entity shall provide a Certificate of Self-Insurance.

XXVII. ARIZONA LAW

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code ("UCC") as adopted by the State of Arizona and the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

XXVIII. SEVERABILITY

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

XXIX. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

XXX. RECORDS

Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain and shall contractually require each sub-grantee to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.

XXXI. NON-DISCRIMINATION

The Grantee shall comply with State Executive Order No. 2009-09 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act.

XXXII. AUDIT

Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Grantee's or any sub-grantee's books and records shall be subject to audit by the State and, where applicable, the federal government, to the extent that the books and records relate to the performance of the Contract or sub-grant.

XXXIII. ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

The Grantee shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Grantor.

XXXIV. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Grantee shall flow down this requirement to all sub-grantees utilized during the term of the Contract. The State shall retain the right to perform random audits of the Grantee and sub-grantees records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any sub-grantees be found noncompliant, the

State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension and/or debarment of the Grantee.

XXXV. E-VERIFY

In accordance with A.R.S. § 41-4401, the Grantee warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

XXXVI. OFF-SHORE PERFORMANCE OF WORK PROHIBITED

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by sub-grantees at all tiers. The Grantee shall declare all anticipated offshore services to the Grantor.

XXXVII. AVAILABILITY OF FUNDS

Funds may not presently be available for performance under this Contract beyond the current State fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State fiscal year until funds are made available for performance of this Contract.

XXXVIII. AMENDMENTS

The Contract may be modified only through a contract amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized in writing by the Grantor or made unilaterally by the Grantee are violations of the Contract and of applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Contract based on those changes.

XXXIX. SUB-GRANTEES

The Grantee shall not enter into any sub-grant under this Contract for the performance of this Contract without the advance written approval of the Grantor. The Grantee shall clearly list any proposed sub-grantees and the sub-grantee's proposed responsibilities. The sub-grant shall incorporate by reference the terms and conditions of this Contract.

XL. ASSIGNMENT AND DELEGATION

The Grantee may not assign any right or delegate any duty under this Contract without the prior written approval of the Grantor.

XLI. COMPLIANCE WITH APPLICABLE LAWS

The Grantee shall comply with all applicable federal, state and local laws, and shall maintain all applicable licenses and permit requirements.

XII. RIGHT TO ASSURANCE

If the State in good faith has reason to believe that the Grantee does not intend to, or is unable to perform or continue performing under this Contract, the Grantor may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

XLI. STOP WORK ORDER

The Grantor may, at any time, by written order to the Grantee, require the Grantee to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Grantor after the order is delivered to the

Grantee. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Grantee shall immediately comply with its terms and take reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of the work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Grantee shall resume work. The Grantor shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

XLIV. NON-EXCLUSIVE REMEDIES

The rights and remedies of the State under this Contract are not exclusive.

XLV. NONCONFORMING TENDER

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Grantor may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the UCC, or pursue any other right or remedy available to it.

XLVI. RIGHT OF OFFSET

The Grantor shall be entitled to offset against any sums due the Grantee, any expenses or costs incurred by the Grantor, or damages assessed by the Grantor concerning the Grantee's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

XLVII. CANCELLATION FOR CONFLICT OF INTEREST

In accordance with A.R.S. §38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. §38-511.

XLVIII. SUSPENSION OR DEBARMENT STATUS

The State may, by written notice to the Grantee, immediately terminate this Contract if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the State.

XLIX. TERMINATION FOR CONVENIENCE

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all sub-grantees of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Contract shall become the property of and be delivered to the State upon demand. The Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

L. TERMINATION FOR DEFAULT

In addition to the rights reserved in the Contract, the Grantor may terminate the Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Grantor shall provide written notice of the termination and the reasons for it to the Grantee.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Grantee under the Contract shall become the property of and be delivered to the Grantor on demand.

The Grantor may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Grantee shall be liable to the Grantor for any excess costs incurred by the Grantor in procuring materials or services in substitution for those due from the Grantee.

II. ARBITRATION AND ATTORNEYS' FEES

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41). Venue shall be in Maricopa County, Arizona. Each party shall bear their own fees and costs in any litigation or arbitration.

III. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Correspondence to Grantee:
Pima County Government
Community Development & Neighborhood
Conservation Department
2797 East Ajo Way, 3rd Floor
Tucson, Arizona 85713

Correspondence to Grantor:
The Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, Arizona 85007

Contractual/Financial Contact
Daniel Tylutki
Program Manager
PHONE 520-243-6754
FAX 520-295-6796
EMAIL daniel.tylutki@pima.gov

Contractual/Financial Contact
Evelyn Billings
Grants Administrator
PHONE 602-771-1141
FAX 602-771-1203
EMAIL ebillings@az.gov

Program/Technical Contact
Jesus Duran
Program Coordinator
PHONE 520-243-6787
FAX 520-243-6796
EMAIL jesus.duran@pima.gov

Program/Technical Contact
GOEP Assigned Auditor

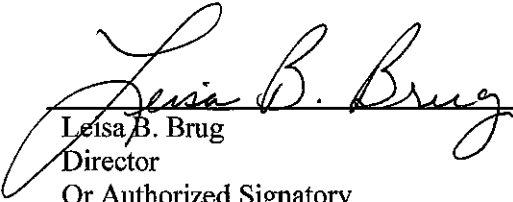
IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

GRANTEE:
Pima County Government

GRANTOR:
Governor's Office of Energy Policy

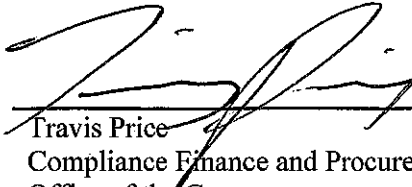
Board of Supervisors
Chairman

Date

_____
Leisa B. Brug
Director
Or Authorized Signatory

10-16-13

Date

_____
Travis Price
Compliance Finance and Procurement Manager
Office of the Governor

10/16/13

Date

CDNC Department Director
Approve as to Content

Exhibit A - Budget	
PIMA COUNTY	
DOE Weatherization Program Budget	
OEP Contract Number EW-ESA-14-4181-07Y3	DOE BUDGET
Contract Term to 6-30-2014	
1. Administration Costs	\$1,531.00
2. Training and Technical Assistance (T&TA)	\$1,597.00
3. Program Operations	\$9,103.00
4. Financial Audit	\$0.00
5. Health and Safety	\$2,276.00
6. Liability Insurance	\$0.00
Budget Total	\$14,507.00

EXHIBIT B

WEATHERIZATION PROGRAM REQUIREMENTS

**JULY 1, 2013
EDITION**

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PROPER ORDER FOR INSTALLING MEASURES

1. Health and Safety
2. Low Cost, No Cost
3. Cost Effective

INSTALLATION MEASURES

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by the Governor's Office of Energy Policy (OEP).

ENERGY AUDIT PROCEDURE

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather records and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

- A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.
- The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.
- The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.
- A health and safety audit of the structure must be completed and the findings documented following the Reporting procedures.
- A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

COST EFFECTIVENESS PROCEDURE

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

- The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the savings-to-investment ratio (SIR) is greater or equal to one.
- The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.
- Subgrantees have the option to utilize the DOE approved priority list for their climate zone and building type or utilize a site specific REM Design to create a new list of measures that will replace the DOE approved priority list. If a REM design is conducted, it is expected that all measures listed on the DOE approved priority list will be met in addition to any other measures for which the REM Design is being conducted.

1. Initial Air Leakage and Room Pressure Tests:

- These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.
- Perform a complete energy audit and combustion safety test of the house. No pressure testing or air sealing can be done until the required combustion safety procedure is completed.
- Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of -3 Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of -3 Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed, no air sealing or duct repair can be completed.**
- Perform zonal pressures and record the results.
- Perform initial Whole House CFM50 Test and record the results.
- Perform Pressure Pan Test and record initial pressure difference.
- Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

2. Duct Repair Procedure:

- Duct repair can only be performed under the supervision of a trained technician.
- In all cases, air sealing can only be performed in conjunction with pressure diagnostics.
- The Health and Safety Policy must be followed at all times.
- Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).
- After initial duct repair is performed, evaluate if additional duct repair is possible.
- Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

3. Envelope Air Sealing Procedure:

- All duct repairs must be completed and tested out before envelope air sealing.
- Envelope air sealing can only be performed under the supervision of a trained technician.
- In all cases, air sealing can only be performed in conjunction with pressure diagnostics.
- The Health and Safety Policy must be followed at all times.
- Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.
- Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).
- Once air sealing is completed, perform final Whole House CFM50 Test and record results.

4. Room Pressure Balancing:

- All duct repair and air sealing must be completed before room pressure balancing.
- Room pressure balancing can only be performed under the supervision of a trained technician.
- In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.
- The Health and Safety Policy must be followed at all times.
- Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.

Acceptable Draft Test Ranges

Outside Temperature (degree F)	Minimum Draft Pressure Standard (Pa)
<10	-2.5
10-90 (T. out ÷ 40)	- 2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

Acceptable Appliance Spillage Periods

Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

Gas Supply Safety

The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

Combustion Air

Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.

The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area X height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

Heat Exchanger Safety Checks

Tests for possible cracked heat exchanger must be performed on all systems possible.

FINAL INSPECTION REQUIREMENTS

A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector who did not conduct the initial energy audit and not directly involved with the completion of the job. Special consideration will be taken for subgrantees with limited staff or long distance travel. Subgrantees who would like to request a waiver for this requirement must submit in writing a letter to the OEP Weatherization Manager stating the circumstances why this requirement cannot be met and how they plan to address conducting the final inspections. This letter must be submitted annually at contract time.

- The final inspection shall verify that the house characteristics reported are correct.

Assumptions for Block Houses:

Pre and Post blower door = 2000 CFM @ 50 Pa

Uninsulated block walls U-value = 0.371

1000 Square Feet

15% Glazing

Single Pane, aluminum Windows U = 1.13 SHGC = 0.70

Arizona Block Housing Priority List – Zones 2 (Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$45
Gas	\$25
Electric Heat Pump	\$25

2. Attic insulation to R-30

- a. If R-19 or less existing

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more

- b. Limit of 8 CFLs per client

4. Solar Screens

- a. Not to exceed \$5.00 per square foot

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$400
Electric Heat Pump	\$340

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

Arizona Block Housing Priority List – Zone 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$70
Gas	\$45
Electric Heat Pump	\$45

2. Attic insulation to R-30

- a. If R-19 or less existing

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
b. Limit of 8 CFLs per client

4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$400

5. Install heat pump water heater

- a. If there is an existing electric water heat
b. Cost not to exceed \$1,900
c. Existing System EF \leq 0.90
d. EF \geq 2.4
e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

Arizona Block Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$125
Gas	\$70
Electric Heat Pump	\$70

2. Attic insulation to R-38

- a. If R-19 or less existing

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
b. Limit of 8 CFLs per client

4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$425

5. Install heat pump water heater

- a. If there is an existing electric water heat
b. Cost not to exceed \$1,900
c. Existing System EF \leq 0.90
d. EF \geq 2.4
e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

7. Install low-e storm windows on East, West and North facing windows.

- a. If existing windows are single pane, aluminum windows.
b. Emissivity $< +0.22$
c. Cost of storm windows not to exceed \$15.00/ square foot

8. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1,900
- c. Existing System $EF \leq 0.90$
- d. $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

8. Install low-e storm windows on East, West and North facing windows.
 - a. If existing windows are single pane, aluminum windows.
 - b. Emissivity $< +0.22$
 - c. Cost of storm windows not to exceed \$15.00/ square foot

8. Install low-e storm windows on East, West and North facing windows.
 - a. If existing windows are single pane, aluminum windows.
 - b. Emissivity $<+0.22$
 - c. Cost of storm windows not to exceed \$15.00/ square foot

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install heat pump water heater

- If there is an existing electric water heat
- Cost not to exceed \$1,900
- EF ≥ 2.4
- Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- 4 or more residents

8. Install low-e storm windows on the East, West and North facing windows.
 - a. If existing windows are single pane, aluminum windows
 - b. Emissivity ≤ 0.22
 - c. Cost of storm windows not to exceed \$15.00/ square foot

GENERAL WASTE HEAT ITEMS

Low Cost, No Cost

ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

- Low-flow Showerhead- Minimum 1 plumbing permitted.
- Faucet Aerator- Minimum 1 plumbing permitted.
- Weather-stripping.
- Water Heater Insulation (Only for Electric Water Heaters and if local building codes permit).
- Furnace or Cooling Filters (up to a one-year supply).
- Door Sweep.
- Pipe Insulation (If applicable).
- Set Back Thermostat.

Total cost of LCNC should not exceed \$250 of total house cost.

Durability Measures

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY

The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

Repair/Replacement

Replacement of inoperable equipment is allowed under the following conditions. A complete REM Design is required for all replacement.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.
- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.
- **And all system replaced must be removed from property and disposed of properly per federal and state regulations**

Sizing and Installing HVAC Equipment

Minimum HVAC efficiencies:

AC: 13 SEER.

Heat Pump: 13 SEER and 7.7 HSPF.

Combustion furnace: 80% AFUE.

- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
 - Refrigerant charge shall be installed per the manufacturer's specifications.
 - Indoor and outdoor units shall be "matched" according to the ARI Directory.
 - Static Pressure must be within manufactures' specifications and must be documented.
 - Air flow must be crossed checked with Manufacture's specs using static pressure information and the fan performance table; airflow must be within 350 cfm and 450 cfm per tonnage. Actual air flow must be documented.

- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.
- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.

It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over ¼ inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

F. Wall Penetrations

- (The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)
- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

Duct Product Guidelines

- All new ductwork will be a minimum of R-8.
- Duct sealing materials shall have both excellent cohesive and adhesive qualities.
- Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.
- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

HEALTH AND SAFETY PLAN

- Allowable energy related health and safety actions are those actions necessary to maintain the physical well being of both the occupants and/or weatherization workers where:
- Costs are reasonable as determined by DOE in accordance with this approved Master Plan;
- The actions must be taken to effectively perform weatherization; or
- The actions are necessary as a result of weatherization work.
- Each subgrantee will have 20% of their program operations set aside for energy related health and safety repairs. Each subgrantee will be responsible for the management of their health and safety budget and will be required to bill health and safety repairs as a separate budget line item. Subgrantees will also be required to obtain written approval from OEP for all health and safety repairs exceeding \$2,000. Subgrantees are also reminded that any health and safety expenses in excess of 20% of subgrantee program operations budget will result in disallowed cost.

Home Assessment & Client Evaluation

The weatherizing subgrantee must determine presence of at-risk occupants before proceeding with evaluation services. The Client Health & Safety Evaluation form must be reviewed and signed by the client and evaluator before the evaluation is started. (This form has been drafted and will be implemented 7/1/12.)

Crew and client Health & Safety (H&S) issues are viewed as closely linked in the areas of site conditions and work procedures. Working from this concept, which assumes that any hazard associated with a work site, whether it is a work practice, an existing condition, client behavior, and so forth, has the potential of harming both crew and client, a holistic approach towards H&S is taken throughout the entire process of weatherizing a home, with special emphasis given to the initial inspection.

The initial audit, by a qualified Auditor/ Inspector, should include sensory inspections and diagnostic testing as listed in the WAP guidelines to verify the existing conditions of the home and any H&S issues that could arise or halt production on said home. Details on existing conditions that could hinder Weatherization are listed below.

All of this is contingent on having well trained inspectors/ auditors. H&S issues are revealed before any work is ever done. This goes a long way towards preventing any harm befalling either crew or client.

Occupant Preexisting or Potential Health Conditions

A feature of any inspection includes client education, whereby the occupant's health problems are addressed. Once a clear understanding has been reached between the program inspector and the occupant, work practices will be deployed so as not to aggravate any preexisting condition. In some rare instances, a deferral may be the only solution.

When a person's health may be at risk and/or the work activities could constitute a health & safety hazard, the occupant at risk will be required to take appropriate action based on severity of risk. Temporary relocation of at-risk occupants may be allowed on a case by case basis. Failure or the inability to take appropriate actions must result in deferral.

Occupants will be required to reveal known or suspected health concerns as part of initial application for weatherization. The occupants of the dwelling will be screened again during the audit. The client must be provided with information of known risks. It will also require that worker contact information (in the form of agency weatherization office staff phone numbers) be given to the client so client can inform of any issues.

Health & Safety Issues

As potential hazards are identified by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, they are analyzed in terms of their severity and how they will be dealt with up to and including deferral. Wherever possible, measures should be considered through the cost justification method of an SIR>1 as an Energy Conservation Measure (ECM) first, before using funds from the H&S allocation. Clients must always be

Air Conditioning & Cooling Systems

In a case where an AC system must be replaced and it cannot be justified as an ECM, replacement is an allowable expense under H&S and will always require an approved waiver from OEP. Evaporative Cooling will always be considered an H&S measure but do not require a waiver unless the \$2,000 threshold is exceeded.

Package Unit Systems

When a package unit is encountered and only one component of that system is inoperable, you must first attempt to service the unit using H&S funds. If servicing the unit does not work and replacement of the inoperable component is determined to be less economical than the replacement of the entire unit, H&S funds may be used upon receiving written approval from OEP.

The weatherizing subgrantee must determine presence of at-risk occupants while also ensuring systems are present, operable and performing. Subgrantees must discuss and provide clients with information on the appropriate use and maintenance of units, with explanation, from the subgrantee.

Appliances and Water Heaters

Replacement of water heaters under H&S is allowed on a case-by-case basis under the following conditions outlined:

- Local agencies may replace a water heater if the cost of repair exceeds the cost of replacement or if the broken water heater is more than 10 years old.
- Pictures of the old water heater are to be on file at subgrantee's office. Information and explanation on appropriate use and maintenance are to be provided to client after installation.
- Disposal of old appliances and water heaters must be handled by subgrantee or their contractor.

Replacement and installation of appliances other than water heaters, such as stoves or washing machines, are not allowable H&S costs.

Asbestos

Asbestos anywhere on the interior of the dwelling that would need to be addressed either directly or incidentally during the weatherization process is not an allowable H&S cost. Testing by an AHERA professional for Asbestos is an allowable Health & Safety cost however Abatement of Asbestos is not. Policies have been in effect for asbestos presence and related work practices for many years. The approach is not to disturb, cut or drill said material and deter those measures that might do so. In instances where measures can be installed without disturbing asbestos surfaces or materials, that is the best approach. In instances where a local authority such as Code Enforcement imposes specific guidelines or requirements, service provider program staffs are to make themselves aware of those restrictions and comply with them.

If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that weatherization work cannot be performed without creating a hazard, the project is to be deferred. The client is to be informed in writing of the potential hazard and the agency must not return to weatherize until an AHERA certified professional issues a clearance statement. A copy of this statement/report must be kept in the client file.

Prior to drilling or cutting an exterior wall the subsurface must be inspected for asbestos.

When vermiculite is present, unless testing determines otherwise, the unit is to be deferred. Where blower door tests are performed, it is a best practice to perform pressurization instead of depressurization. Encapsulation by an appropriately trained professional is allowed. However asbestos encapsulation and testing cost are not reimbursable by the AZ WAP. Removal is not allowed.

With regard to pipes, furnaces and other small covered surfaces, assume asbestos is present in the covering materials. Encapsulation is allowed by an AHERA asbestos control professional and should be conducted prior to blower door testing.

Combustion Gases

Proper venting to the outside for combustion appliances, including gas dryers is required. Correction of venting is allowed when testing or inspection indicates a problem. Combustion safety testing is required when combustion appliances are present.

Correction of venting issues shall be completed and should be done as an incidental repair when it is a component of an ECM. Proper venting to the outside for combustion appliances, including gas dryers is required. Combustion safety testing is required when combustion appliances are present. Inspections, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, must include:

- Inspections of venting of combustion appliance and confirmation of adequate clearances to combustibles.
- Testing natural draft appliances for draft and spillage under worse case conditions before and after air sealing.
- Inspection of cooking burners for operability and flame quality. Replacement of Cook stoves is not allowed. Repair is an allowable H&S cost.
- Testing by approved WAP procedures of ambient air in combustion appliance zones & undiluted flue on applicable appliances.

Clients must be provided information and explanation of combustion safety and hazards information, including the importance of using exhaust ventilation when cooking and the importance of keeping burners clean to limit the production of CO.

Drainage – gutters, down spouts, extensions, flashing, sump pumps, landscapes, etc.

Drainage repairs are allowed with H&S funds only as they relate to code compliance. A repair is allowed as incidental repair when it is a component of an efficiency measure, but must be cost justified with the ECM(s).

Major drainage issues are beyond the scope of the Weatherization Assistance Program. Homes with conditions that may create a serious health concern that require more than incidental repair should be deferred. See Mold and Moisture bullet below.

What are major drainage issues?

Where the need for excavating equipment is brought.

Installing gutters on more than half the home.

An area more than 40 square feet where dirt is required to be moved.

Clients must be provided information and explanation of the importance of cleaning and maintaining drainage systems, as well as the benefits of landscape design (where applicable).

Electrical, other than Knob-and Tube Wiring

Minor electrical repairs are allowed where health and safety of the occupants is at risk. Upgrades and repairs are allowed when necessary to perform specific weatherization measures such as relocating an electrical outlet to allow for a dryer to be relocated for proper ventilation or proper connection of an existing water heater.

Clients must be provided information and explanation on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable). H&S funds should not be used when the repair is a component of an ECM such as a service upgrade to handle increased load of a new HVAC system.

Electrical, Knob-and Tube Wiring

Knob and Tube wiring in a home in Arizona will make that home a deferral until the wiring can be upgraded to current wiring codes by homeowner or other program. Subgrantees are encouraged to seek all available programs to assist low-income households.

All workers onsite on any Weatherization project, whether they be a crew based employee of one of the subcontractors or a private sector contractor, must complete an eight (8) hour Lead Safe Worker Practices Workshop. The aim of this course is to inform the worker about Lead hazards and the proper ways to deal with them, and in doing so, to work in such a way as to not expose client families (and their own families) to these hazards. All crews and contractors are required to carry HEPA vacuum machines, respirators, disposable bio suits, and all other items associated with safe Lead Work Practices.

The program manual addresses this area specifically with detailed guidance for onsite protocols:

- Wear a tight fitting respirator and disposable coveralls.
- Seal work areas within a home with tape and plastic. Cover furniture, carpet, and other surfaces with plastic drop cloths or tarps.
- Spray water on disturbed areas to minimize dust.
- Clean-up work area each day. Sweep carefully and wet mop as needed. Use a HEPA vacuum cleaner to collect dust and paint chips.
- Keep children away from work area at all times.

While this represents only a summary of the overall Lead Safe Practices and training, it illustrates AZ WX's awareness of the issue and how it is integral to any weatherization project.

Lead Safe Weatherization work practices occur only due to health and safety concerns. It cannot be considered part of an efficiency measure and shall always be calculated and charged as a health and safety cost.

OEP's monitoring staff will have oversight responsibility in this area. While Lead Safe Work Practices have long been built into the program, the monitors will focus more directly on this area as they conduct their monitoring visits. Program operators will be required to show that all Lead Based Paint protocols: information sharing, lead safe work practices, proper equipment, and so forth are up to date and in compliance to all regulations whatever they turn out to be. Those programs that are not in compliance, and fail to comply once identified, will face the most serious sanctions that can be leveled: reduced allocation to start with, loss of contract if necessary. Special attention will be aimed at those programs failing to meet requirements in the area of Lead Safe Work Practices since it poses such tangible consequences for the households that are served.

Subgrantees must follow EPA's lead; Renovation, Repair and Painting (RRP). In addition to RRP, Weatherization requires all weatherization crews working in pre-1978 housing to be trained in Lead Safe Weatherization (LSW). Deferral is required when the extent and condition of lead-based paint in the house would potentially create further health and safety hazards.

Arizona's current status is as follows: all sub grantees have applied for and received Lead Renovator Firm status. All auditors (inspectors) have acquired Lead Renovator (RRP) certification as well as select crew leaders. Additionally, private contractors (excluding HVAC and Plumbers) have also applied for and received Lead Renovator Firm status. This is a requirement for contracting with the program. Private contractors have also met the requirement of having adequate RRP certified employees among their ranks. In summary, Arizona has met the EPA requirements as they now stand by April 2010 deadline. As new contractors apply to work on WX projects the EPA requirements are explained during the application process. No private contractors will be awarded work on any pre-1978 dwellings that don't meet the EPA rules.

Private contractors will be required to furnish proof of RRP and Lead Renovator Firm status as a condition of working for the WX program. The monitoring staff will routinely check that documentation is on file at each agency, verifying compliance to the EPA rules.

All weatherization crews working on pre-1978 homes must receive the 8 hour LSW training and a certified renovator must be assigned to the project and be readily available.

State Monitor/Trainers must be Certified Renovators and receive the 8 hour LSW training.

Classroom Training.

Construction 10 hour and Construction 30

Southwest Building Science Technical Center

Online Training

OSHA has accepted the below sites for online outreach training. We suggest that you sample them before choosing.

Construction 10 hour

1. Advance Online
2. Click Safety (also Roadway, Cal-OSHA, and Spanish)
3. Summit Training Source (also Spanish version)
4. Pure Safety (also Spanish version)
5. Career Safe - (Youth and Corporate versions)
6. Redvector
7. 360Training
8. University of South Florida
9. Coastal Training Technologies
10. Turner Construction

Construction 30 hour

1. Turner Construction (also Spanish version)
2. Click Safety
3. 360Training
4. Summit Training Source
5. University of South Florida
6. Pure Safety
7. Advance Online

Information on obtaining OSHA outreach classes in construction

To find in-person training conducted by an authorized OSHA Outreach Trainer:

1. See www.OutreachTrainers.org to find outreach trainers and/or their schedules.
2. We can send a list of active trainers in your state – e-mail us if you want this list. Use the lists to contact trainers for information on their training plans.
3. OSHA Education Center in your area may offer it - www.osha.gov/dte/edcenters/map.html
4. The OSHA Consultation office in your area may offer it, see www.osha.gov/dcsp/smallbusiness/consult_directory.html

Pests

If found, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, any pest infestation within the dwelling or in any area outside of the dwelling where service provider staff or subcontractors would have to work to perform weatherization measure is an allowable expense. Cost of pest control cannot exceed 300 dollars and/or 20 percent of the homes budget. If the cost is great than that amount the home will be a deferral until the problem can be handled by another program or the homeowner. (Pests include, but are not limited to: fleas, roaches, rodents, etc.).

Clients must be informed of observed condition and associated risks.

- How to respond to CO levels above 10 ppm. (Symptoms of CO poisoning and how the occupant should address the issue should it arise.)
- The most common symptoms of CO poisoning are headache, dizziness, weakness, nausea, vomiting, chest pain, and confusion.
- If these symptoms are present, shut off gas appliances, open windows and doors, get out of the home, seek medical help if needed and call a repair man.
- How to change the batteries of CO and smoke alarms.

Solid Fuel Heating (Wood Stoves, etc)

The weatherization agency must inspect the stove, chimney and flue. Combustion zone depressurization (CAZ) is required per the Energy Out West Field Guide.

Maintenance, repair, and replacement of primary indoor heating units is allowed where occupant health and safety is a concern. Maintenance and repair of secondary heating units is allowed. Replacement of secondary heating units is not allowed. This system must be operational and inspected before any other weatherization begins.

Stand Alone Electric Heaters

Defined as, but not limited to, heaters that do not have a permanent connection to electric power. Repair, replacement or installation is not allowed. Removal is recommended. Circuitry must be checked to ensure adequate power supply for existing space heaters by a licensed electrician.

Clients must be informed of the hazards associated with these types of heaters and the weatherization agency must collect a signed waiver from the client if removal is not allowed.

Space Heaters, Unvented Combustion

Unvented combustion space heaters are not considered a primary heat source. Removal is required, except as secondary heat source and where the unit conforms to ANSI Z21.11.2. Units that do not meet ANSI Z21.11.2 must be removed prior to weatherization but may remain until a replacement heating system is in place. Testing for air-free carbon monoxide (CO) is to be performed per the Energy Out West Field Guide. All units must have an ANSI Z21.11.1 label.

The client must be informed of the dangers of unvented space heaters – CO, Moisture, NO₂, CO can be dangerous even if CO alarm does not sound. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins

Space Heaters, Vented Combustion

These units will be treated as furnaces. The Energy Out West Field Guide details the testing required during an evaluation. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins.

Spray Polyurethane Foam (SPF)

Use EPA recommendations (available online at http://www.epa.gov/dfe/pubs/projects/spf/spray_polyurethane_foam.html) when working within the conditioned space of when SPF fumes become evident within the conditioned space. When working outside the building envelope, isolate the area where foam will be applied, take precautions so that fumes will not transfer to inside conditioned space, and exhaust fumes outside the home. Testing will include checking for penetrations in the building envelope. Sensory inspection inside the home for fumes during foam application must also occur.

The client must be informed of plans to use two-part foam and the precautions that may be necessary. Workers using

Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

Materials

New refrigerators shall:

- Not exceed the size of the replaced unit.
- Have a minimum 1-year warranty.

Installation

The electrical outlet shall:

- Provide the voltage specified on the ID plate of the new refrigerator.
- Be properly grounded and/or protected with a properly functioning GFCI device.
- Be located within reach of the refrigerator without the use of an extension cord.
- Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
- Meet refrigerator manufacturer's specifications for space and clearances.

The contractor shall:

- Deliver and install the new refrigerator.
- Level the unit to ensure proper operation.
- Ensure that door hinges are on the appropriate side.
- Instruct the customer on refrigerator operation.
- Deliver warranties and operating manuals to the customer.
- Set temperature controls appropriately.

Disposal

The contractor shall:

- Take unit out of service. Making sure the existing refrigerator is removed from the house, and **DOES NOT** find its way back onto the electric grid.
- Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.
- Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
- Remove all packing materials from the customer's premises.

Reporting

The sub-grantee shall record the following information for both the existing and replacement refrigerators:

- Manufacturer (for years available)
- Brand
- Year of manufacture
- Model number
- Type (e.g., side-by-side, top freezer)
- Database estimated kWh/yr

On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data. Provide saving to Investment Ratio for the replacement refrigerator.

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

This section must be completed for any awards greater than or equal to \$25,000

Name of Entity Receiving Award	<input type="text"/>
Amount of Award	<input type="text"/>
Funding Agency	<input type="text"/>
CFDA number	<input type="text"/>
Award Title	<input type="text"/>
Location: City	<input type="text"/>
State	<input type="text"/>
Zip Code Plus Four	<input type="text"/>
Congressional District	<input type="text"/>

DUNS number	<input type="text"/>
Brief Description of Program:	<input type="text"/>

- 1) Is 80% or more of annual gross revenues from Federal awards? Yes ☐ No ☐
- 2) Do you receive \$25 million or more annually from Federal awards? Yes ☐ No ☐

If you answered Yes to both questions, you must provide the following:

Names and Total Compensation of Top Five paid executives:

1#:	Name	<input type="text"/>	Total Compensation	<input type="text"/>
2#:	Name	<input type="text"/>	Total Compensation	<input type="text"/>
3#:	Name	<input type="text"/>	Total Compensation	<input type="text"/>
4#:	Name	<input type="text"/>	Total Compensation	<input type="text"/>
5#:	Name	<input type="text"/>	Total Compensation	<input type="text"/>

For Governor's Office Staff Only

Contract Start Date	<input type="text"/>	Contract #	<input type="text"/>
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