**(Agency Name)**

### Flat Rate – Weatherization Labor/Materials Contract

\* Note: It is highly recommended that the Local Agency have its attorney review the contract language before entering an agreement with contractors. The contract templates have NOT been reviewed by an attorney and are simply guides.

**(Agency Name)**

**(Agency Address)**

**(City, State, Zip Code)**

**(Phone)**

Hereafter referred to as the Agency, does hereby accept a contract from:

|  |  |
| --- | --- |
| COMPANY |  |
| OWNER |  |
| ADDRESS |  |
| CITY, STATE, ZIP |  |
| PHONE |  |
| EMAIL |  |

Hereafter referred to as the Contractor, for the purpose of completing weatherization work in our **(Number of counties)** county service area, that includes the counties of: **(list counties)**

Award of this contract is not a guarantee of work but guarantees the Contractor the right to be awarded work.

Both parties to this agreement agree that the Agency shall not be considered a “contractor” under this contract by the Contractor, laborers, suppliers, or any party with whom the Contractor comes in contact while performing under this contract.

Failure by the Agency to enforce any provision to this contract shall not be considered or interpreted as a waiver by the Agency of any of the covenants herein.

**Probationary Period (Agency specific)**

Training will be provided by the Agency. The Contractor will be on probation for two (2) **(Agency specific)** complete jobs.

In addition*,* Contractorsmust be able to demonstrate, that they are qualified to perform the necessary work described in the Iowa Weatherization Assistance Program’s Work Standards (which reflects SWS requirements), and in this Contract and subsequent attachments.

The Agency reserves the right to terminate the contract if the contractor does not meet the overall expectations and needs of the Agency and the clients.

# Contract Duration

**This contract will commence on \_\_\_\_\_\_\_\_\_\_\_ and terminate on \_\_\_\_\_\_\_\_\_\_\_.**

**Please Note:** **All signatures must be obtained and dated on or before the specified contract commencement date above.**

Should funding suddenly become unavailable for reasons beyond the control of the Agency, this Agreement shall be considered terminated by the Agency without notice.

**Contract Term**

By this Contract, **(Agency Name)** does not make, nor does it purport to make, any guarantee or promise of continued or future business with said Contractor.

The Agency will maintain an Approved Contractors List of all contractors that meet the Iowa Weatherization Program requirements. The Agency reserves the right to allow any Approved Contractor to contract with the Agency at any time, for any reason, if deemed necessary by the Agency.

**Contract Extension**

This contract may be extended for one (1) additional year if the Agency chooses to do so. All contract extensions are contingent upon the Contractor’s performance during the contract period. Any modifications of this contract must be a written instrument. Such a modification must be signed and dated by the respective agents of the Contractor and Agency.

# Approved Contractor List

Any Contractor interested in working on homes for the Iowa Weatherization Program may file an application for the Approved Contractors list. Applications and requirements are available at **(Agency name, address, city, state, and zip code)**. Applications for the Approved Contractors list will be taken at any time during the program year. The Agency reserves the right to reject any Contractor when if it will not serve the best interest of the Agency.

**Contractor Requirements**

To be eligible to be included on the Approved Contractors list requires the following:

1. Insurance Coverage: *See Requirements*
2. The Contractor is required by the State of Iowa to have a Federal I.D. number. W-9 Request for Taxpayer Identification Number and Certification must be on file with the Agency.
3. The Contractor is required to furnish a copy of an Iowa Contractors Registration card to the Agency. Insulation/Construction contractors are required by Iowa law to register every year with Iowa Workforce Development (IWD).
4. To perform work requiring an electrician, including new wiring for exhaust fans, Contractors and Subcontractors are required to furnish a copy of their individual and contractor electrical license from the Iowa Department of Public Safety.
5. Lead Safe Work Practices: *See Requirements*
6. Compliance with Laws and Other Requirements: *See Requirements*
7. Excluded Parties Listing System – Executive Order 12549: *See Debarment and Suspension Requirements*

**Insurance Requirements**

1. The Contractor agrees to furnish a Certificate of Insurance to the Agency with the following liability insurance coverage minimums:
	* Commercial General Liability
		+ Each Occurrence $500,000
		+ Products-Completed Operations Aggregate $1,000,000
	* Workers’ Compensation
		+ If the contractor is exempt from carrying Workers’ Compensation Insurance coverage, as described in Iowa Code Chapter 85, the contractor shall sign a waiver of coverage each time the contract is renewed.
	* Automobile
		+ **(Coverage amount as deemed sufficient by Agency)**

**Pollution Occurrence Insurance (optional)**

Pollution Occurrence Insurance (POI covers environmental pollutants such as lead paint dust). Although POI coverage is no longer required, it is recommended by the U.S. Department of Energy (DOE).

**Lead Safe Work Practices**

* + The contractor agrees to comply with the lead paint notification requirement as outlined by the Environmental Protection Agency (EPA) and addressed in 40 CFR (Code of Federal Regulations) Part 745 titled, “Lead: Requirements for Hazard Education Before Renovation of Target Housing”.
	+ The Iowa Department of Public Health (IDPH) has promulgated rules for the application of the EPA notice requirement for Iowa. The IDPH rules are contained in Chapter 69 of the Iowa Administrative Code (IAC) and titled, “Renovation, Remodeling, and Repainting – Lead Hazard Notification Process”.
	+ All Weatherization Assistance Program activities involving renovation work on pre-1978 target housing are subject to the provisions of the Federal Environmental Protection Agency (EPA) regulation and require that a notification be given to the occupants of the housing and to the property owner, if not owner occupied, informing them about the hazards of lead paint and the paint dust, which the contractor agrees to provide.
	+ The contractor is required to have a Certified Lead Renovator (certified renovator) on staff within 60 days of contracting with the agency (usually the on-site supervisor).
		- A copy of the certified renovator ID card or a copy of the letter from IDPH issuing the card must be provided for the agency file.
	+ All other on-site contractor employees must be certified renovators, pass the 4- or 8-hour lead safe renovator course, or receive on-the-job training in lead safe work practices by the on-site certified renovator for every job where lead-safe renovation is performed.
		- A copy of the certificate of completion, certified renovator ID card, or a copy of the letter from IDPH issuing the card, must be provided for the agency file OR on-the-job training is to be noted on the training documentation form in the appropriate house file, as applicable.
	+ A copy of the Lead Firm Certificate must be provided for the agency file.
	+ A certified renovator must be on-site during work that requires lead-safe work practices.
	+ Certified renovators must carry the ID card on their person while performing weatherization work for the agency.
	+ Lead Abatement workers or contractors do not need a separate lead-safe renovator certification. However, they DO need to take the 4-hour lead-safe renovator refresher course in order to be qualified to do renovator work.
	+ The contractor agrees to follow Lead Safe Work (LSW) Practices, provide a copy of all required lead safe photo documentation with a copy of the lead safe report to the agency for each home on which LSW occurs. If not received, the Agency holds the right to withhold payment until this is fulfilled.

**Compliance with Laws and Other Requirements**

By signing the end of this document, the Contractor agrees to comply with the following:

* + Equal Employment Opportunity and Affirmative Action requirements as described in Executive Order 11246
	+ Copeland “Anti-Kickback” Act (Noncollusion Affidavit Statement) (40 USC 276c and 18 USC 874)
	+ Federal Fair Labor Standards Act (29 USC Chapter 8)
	+ Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)
	+ U.S. Department of Energy’s material standards as described in 10 CFR 440, Appendix A
	+ Iowa Weatherization Program Work Standards (which reflects SWS requirements)
	+ OSHA Safe Work Practices
	+ All other related manuals

The Contractor also agrees to comply with all applicable federal, state, and local laws, codes, and ordinances; and all other conditions of provisions set within this agreement. The Contractor is responsible for following state/federal guidelines regarding lead paint notification and reporting and slate siding removal and reinstallation, as applicable.

Questions regarding this contract are to be submitted to the Weatherization Program Coordinator **(Agency Specific)**.

**Debarment and Suspension Requirements**

Excluded Parties Listing System: As per 10 CFR Section 600.235 of the Federal Regulations, “Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

By signing the end of this document, the contractor certifies that it has not been suspended or debarred from doing business with any Federal agency.

**Statement of Federal Stewardship**

The Department of Energy (DOE) and its representatives 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 at the Agency and the Contractor’s/Subcontractor’s Business and/or work site; 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.

**Site Visits**

DOE authorized representatives and Iowa Weatherization Assistance Program authorized representatives have the right to make site visits, with or without notice, at the Agency and Contractor’s/Subcontractor’s Business and/or work site at reasonable times to review project accomplishments, management control systems, and to provide technical assistance, if required. The Agency and Contractor/Subcontractor 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 must be performed in a manner that does not unduly interfere with or delay the work.

**Confidentiality**

The Contractor agrees to keep confidential the names and all other information pertaining to the clients served, including financial status, lifestyles and housing conditions.

**Ethics**

The Contractor agrees to demonstrate the highest standards of personal integrity, truthfulness, confidentiality, and honesty in the performance of his or her responsibilities. Contractor will comply with all laws, rules, regulations, and contractual agreements to the best of her or his knowledge and ability.

# Contractor Liability

The Contractor agrees to hold harmless the Agency for any injuries or accidents suffered as a result of the Contractor’s negligence or poor judgement or the negligence or poor judgement of its employees in the execution of their work and agrees to assume those obligations and liabilities customarily assumed by one holding the position of an independent contractor.

# Indemnification

The Contractor agrees to protect, defend, and indemnify the property owner and the Agency from claims for unpaid work, labor, or materials. The Contractor must also agree to indemnify and hold harmless all clients of the program, the State of Iowa, and the Agency and its officers, employees, and agents from any and all loss or damage occasioned wholly or in part by any negligent act or omission of the Contractor or any of the Contractor’s employees or agents arising out of or in any way connected to the Contractor’s performance or work and services under the contract. The Contractor’s obligation to indemnify, save, and hold harmless must include the obligation to pay off all reasonable expenses incurred by any party indemnified in defending itself with regard to any claims or in enforcing the provisions of this contract.

**Lien Waivers (Optional)**

Upon request by the Agency, the Contractor agrees to provide a signed and dated lien waiver from each of the Contractor’s material suppliers.

**Material Standards**

The Contractor supplying materials requiring federal specification numbers (identified by bid item or proposal) as listed in the most recent Federal Regulations 10 CFR 440, Appendix A, must supply manufacturers or test data showing that the product meets specifications if that number is not readily identifiable on the label.

**Safety Data sheets**

The Contractor is responsible for supplying Safety Data Sheets (SDS) to the Agency upon request by the Agency. The contractor must have a written Hazard Communication Plan which includes providing education on any new Safety Data Sheets to their employees.

**Quality Control**

The Contractor agrees to furnish the required materials, equipment and labor to complete, at the direction of the Agency, assigned weatherization work in accordance with work descriptions.

The Contractor agrees to comply with the Iowa Weatherization Program’s Work Standards.

All work done is to be neat in appearance and done professionally.

Contractor must thoroughly clean all debris/materials from client home at the end of each workday. Contractor must supply shop-vac and other cleaning supplies for this purpose. Contractor must supply HEPA vacuum for all lead and slate clean-up.

It is the position of the Agency to assure quality materials are always used. The Agency reserves the right to disqualify inferior quality materials at the Agency's discretion and at the contractor’s expense.

Contractor agrees to guarantee all work and materials performed in accordance with this contract, to be free from defects of workmanship for a period of one (1) year after completion.

By signing the end of this document, the Contractor agrees to allow the Agency to inspect all work performed by the Contractor. Re-inspection costs will be the responsibility of the Contractor.

By signing the end of this document, the Contractor agrees that the State Housing Inspector may inspect all work performed at any time by the Contractor. If the work does not meet the Iowa Weatherization Program’s Work Standards, the Contractor will be required to return to the home and perform rework until such time as the rework meets program standards. All rework will be done at the cost of the Contractor, unless otherwise stated.

**Flat Rate**

The flat rate method of contracting is based on predetermined fixed material and laborprices for the general weatherization work that is required by the Iowa Weatherization Program. These predetermined labor and material prices are based on average costs reported to the State. Average costs are Agency-specific and are provided by the State. By agreeing to work under the flat rate contract method, contractors must accept the fixed material and labor prices for their work (attached).

**(Agency Specific – explain criteria used to determine how jobs will be awarded in a manner that ensures fair and equitable distribution, while maintaining the production levels necessary to expend funds and assist households)**

**Change Orders (Agency Specific)**

The awarded Contractor shall be responsible for completion of each item specified in the work order write-up. The Contractor may not deviate from the energy audit by changing the materials called for. All changes in the work order require prior approval and must be authorized by the **(Agency Specific)** on a formal change order. Change orders must identify the item added or deleted, the cost of the item added/deleted (broken out by measure for material and labor categories), the reason for the change, and the total dollar amount of the change. Added items will be paid at the fixed labor and material prices. Photo documentation is required for all work requiring a change. Changes cannot be made by the Contractor until authorization from the **(Agency Specific)** is obtained. The Agency will not reimburse the Contractor for material and labor cost added to the project without prior authorization from the Agency. All change orders must be signed by the contractor and photo documentation must be submitted with the final billing invoice.

**Payment (Agency specific)**

The Contractor is considered an independent Contractor whereas no FICA, Medicare, federal or state taxes will be taken out of Contractor’s paycheck. Also, no benefits such as IPERS, health or life insurance, unemployment, or worker’s compensation will be provided to the Contractor.

Invoices presented by the Contractor on completion of a job will be paid within (Agency specific) calendar days, subject to the acceptance of work by the Agency. Invoices must indicate in detail the items of service, expense, goods furnished (includes manufacturer and model number of new equipment installed), as well as the date the goods/services were received. Each item must be identified and broken out by measure for material and labor categories. Invoices must also include the company name, address, city, state, zip code, and phone number. If a generic invoice is submitted, it must be signed and dated, in ink, by the claimant. The contractor must present any warranties, guarantees, or rebates owed the homeowner or Agency at the time the invoice is submitted.

The cost of the initial inspection of the Contractor’s work will be the Agency’s responsibility. If a home is failed by **(Agency specific)** or the State Quality Certified Inspector (QCI), the Contractor will be required to complete or correct the home immediately or within a timeframe approved by the Agency. If a reinspection is necessary, the cost of the second inspection of work will be the Contractor’s responsibility and will be deducted from the payment to the Contractor. Future payments will be withheld until work is completed. The Contractor may not start a new home until all failures, or a home previously started is completed unless requested by the Agency.

Payments will be based on the awarded flat rate amount with appropriate additions or deletions documented in approved change orders. Contractors will be held responsible to complete all addendum work within a negotiated time frame or additional awards could be withheld. Additional material and labor charges will be calculated by the contractor according to the job’s awarded flat rate amounts. Flat rate prices are subject to change.

In the event that the client dies or refuses to allow the work to be completed, only materials/labor applied to the house will be paid for.

**Training Requirements**

The Contractor must agree to attend any additional training deemed required or necessary according to the Iowa Weatherization Assistance Program or the Agency. These trainings will be at the expense of the contractor unless otherwise noted.

**Use of Subcontractors**

The Contractor hereby agrees to employ subcontractors for any work items that require a specific license, should the Contractor lack the appropriate license to perform the work themselves. Any subcontractors working on a weatherization job must be listed and all documentation required for contractors must be obtained and provided to the agency for subcontractors as well.

List Subcontractors Here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Contractor further declares that the only persons interested in this proposal as principal or principals are named at the end of this document and that no other company, person or persons than herein listed, have any interest in this proposal or in the contract to be entered into; and that this proposal is made without connection with any other persons, company or parties. The Contractor declares that in all respects this contract is fair and in good faith, without collusion or fraud.

**Timely Completions (Agency Specific)**

The Contractor agrees to begin work within **(Agency Specific)** calendar days of picking up the work order and to have all materials and work completed within **(Agency Specific)** calendar days after picking up work order. Failure to start or complete work according to the time requirements may result in termination of the contract and the Contractor being removed from the Agency’s approved contractors list. Special circumstances may be given by the agency to extend this time period. Request for extensions must be received in writing prior to the 30-day **(Agency Specific)** deadline.

# Additional Contractors

If the Agency determines that additional work is required, the Agency has the right to sign contracts with additional Contractors for the completion of the additional work.

**Measurements**

The Contractor is responsible for all measurements. (This will require the Contractor to recheck measurements before materials are ordered.)

**Equipment**

The Contractor is responsible for all tools and equipment needed to perform the weatherization work. The Agency recommends that the Insulating Contractor use their own generators for insulating purposes. It is recommended that Contractors supply their own testing equipment.

# Competent Person

During the course of all weatherization work done by the Contractor, the Contractor must have a person on the jobsite who is competent with respect to safe work practices.

**Waste Material/Disposal of Materials**

Contractors are responsible for removing and disposing of old materials and debris from job sites. The Agency will not provide any dumpsters for this service. Any hazardous materials will be disposed of in a safe and appropriate manner.

**Customer Relations**

The Contractor is responsible for making and keeping work appointments with applicant households. If the Contractor is unable to contact a client or owner, they shall notify the Agency who shall assist in making contact.

The Contractor may not accept or solicit money, goods or gratuities from persons receiving benefits or services from the Agency.

The Contractor may not solicit personal work from persons receiving benefits or services from the Agency. If a client asks a Contractor to do additional work for them, permission must be granted from the Executive Director of the Agency before any services are performed.

The Contractor is to encourage clients to have an adult present while working in the home.

The Contractor may not be rude, inconsiderate or otherwise abusive to applicants in the course of their work.

**Funding**

The Agency is a non-profit, tax-exempt, equal opportunity employer. The Agency's operating funds are administered by the Iowa Department of Health and Human Services, Division of Community Access and Eligibility, Community Action Agencies (CAA) Unit, with funding received from the U.S. Department of Energy, the U.S. Department of Health and Human Services, and the Utility Companies. This contract may be terminated without notice due to non-availability of funds.

**Record Retention**

The Contractor must retain all financial and work-related records and photo documentation for a period of seven (7) years for inspection and audit purposes.

**Other Provisions**

The Contractor declares to have received and read all special provisions furnished.

* + This is a contract where both the Agency and the Contractor may leave this agreement by giving a 30 days’ notice to all parties involved.
	+ Both parties to this contract agree that the Agency shall not be considered a "Contractor" under this contract by the Contractor, laborer, suppliers or any other party with whom the Contractor comes in contact while performing under this contract.
	+ Failure by the Agency to enforce any provision(s) of this contract shall not be considered or interpreted as a waiver by the Agency of any of the covenants herein.

**Default of Contract**

The Agency may terminate a contract with a Contractor for any of the following circumstances:

* + If the Contractor fails to perform services within the specified time requirements.
	+ If the materials used are of inferior quality or do not meet federal specifications.
	+ If materials charged to the program were not actually installed. (In this case, immediate termination may occur.)
	+ If the Contractor does not comply with any of the non-discrimination clauses or other federal or state laws and regulations.
	+ If the Contractor fails to perform any other provisions of the contract.

Then, upon **(Agency Specific)** calendar days written notice to the Contractor, the Agency shall have the right to declare the Contractor in default in the performance of their obligations and terminate the contract. In the event of such termination, the Agency will correct and complete the deficiencies and deduct the cost from the total payment due the Contractor. In all cases of default, the Contractor will be determined to be ineligible to make further agreements with the Agency.

**Appeal Procedure (Agency specific)**

1. A written letter explaining the basis of your appeal request must be sent to the **(Agency Specific)** within **(Agency Specific)** calendar days of the occurrence that you wish to appeal.
2. The **(Agency Specific)** will respond in writing **(Agency Specific)** working days of the receipt of the appeal, giving explanation for any questions addressed in the appeal letter.
3. All copies of correspondence will be submitted to the Agency Executive Director.
4. The Contractor then has the right to make a written request within **(Agency Specific)** days of receipt of the Agency response, to request an appointment with the Agency Executive Director to discuss the appeal.
5. Always, the decision of the Agency Executive Director will be binding on both parties and be considered final.

THE AGENCY WILL NOT SIGN THIS DOCUMENT UNLESS IT IS TO BECOME A CONTRACT.

As the Contractor, I understand the conditions of this contract. I also understand the legalities and obligations according to the State of Iowa Standards for Workers’ Compensation/Employers’ Liability and all other State of Iowa Standards and Laws. By affixing a signature to this contract, the contractor acknowledges receipt of the items listed in the contract. The contractor also acknowledges responsibility to perform in a satisfactory manner, as determined by the agency and the CAA Unit, the activities and services authorized by this agreement in accordance with the rules and regulations of the program.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Company Name |  | Executive Director (Printed) |
|  |  |  |
| Authorized Agent (Printed)  |  | Executive Director (Signature) Date  |
|  |  |  |
| Authorized Agent (Signature) Date  |  | Weatherization Coordinator (Printed)  |
|  |  |  |
| Street Address; Mailing Address |  | Weatherization Coordinator (Signature) Date  |
|  |  |  |
| City, State, Zip |  | Counties in Which You Will Work |
| Will You Work on Mobile Homes  |  |  |

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***