



Carrie Eklund  
Central Services Manager  
Finance Department

**INVITATION TO BID  
WEATHERIZATION MECHANICAL LABOR  
BID NO.: 213-HS-012**

2/1/13

Name of Bidding Firm: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Bid Opening Time and Date 11:00 a.m., Local Time, Wednesday, February 20, 2013**

*Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.*

Bid Deposit/Bid Bond: NO  
Prevailing Wage YES  
Performance Bond: YES

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

- 1. Bid Opening Date and Time
- 2. Title of Job
- 3. Bid Number

**RETURN BIDS TO:**

City of Rockford  
Central Services Manager  
425 East State Street, 4<sup>th</sup> Floor  
Rockford, Illinois 61104  
Telephone: (815) 987-5560

***BIDS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED***

**BID RESULTS:**

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174. or at [www.rockfordil.gov](http://www.rockfordil.gov)

## CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus “Per Item” Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar the vendor from bidding for a period of up to three years.
7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford

Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating

sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to [certified.payroll@rockfordil.gov](mailto:certified.payroll@rockfordil.gov).

27. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR  
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.  
*Note: The number of employees must be entered under each category (no check marks)*

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, **must provide expiration date entered in the place provided therefore.**
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

**If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.**

**ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, 5, 6, AND 7, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.**

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or [ron.moore@rockfordil.gov](mailto:ron.moore@rockfordil.gov)

**EQUAL EMPLOYMENT OPPORTUNITY**  
**AFFIRMATIVE ACTION PLAN**  
**STATEMENT OF POLICY**

It is the policy of this company, \_\_\_\_\_  
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap,  
age or sex through a program of positive action affecting all employees. In this program, our company  
carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964,  
Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the  
principle of equal opportunity in employment.

At present, \_\_\_\_\_ % of our work force are minorities and \_\_\_\_\_ % of our work force  
are females, and we will attempt to utilize minorities and females through a positive, continuing program  
in all jobs for which we contract in the future. Our company will utilize referrals from the City of  
Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job  
vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns  
located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at  
least 51 per cent) by minorities or females.

\_\_\_\_\_ is the official who will be responsible for implementing  
this policy statement.

\_\_\_\_\_ will be designated as the Equal Opportunity Officer in  
our company, responsible for submission of all required equal employment opportunity documents.

In addition, \_\_\_\_\_ is hereby authorized to sign payroll as well as  
this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One"  
in this space.)

## **STATEMENT OF NONCOMPLIANCE**

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

## **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.



**CERTIFICATE OF NON-BARRED BIDDING**

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

Our firm is a:

Minority Business Enterprise	_____	City-Certified?	Yes	_____	No	_____
Women Business Enterprise	_____	City Certified?	Yes	_____	No	_____
Neither	_____					

(Revised 12/21/09)

**Subcontractor/Leased Operator of Equipment Detail Form  
City of Rockford**

Firms submitting bids must supply information on Subcontractors/Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

<b>Subcontractor/Leased Operator Information</b>		<b>Type of Work Supplied</b>	<b>MBE/WBE Business?</b>	<b>Dollar Amount</b>	<b>Subcontract Percent of Bid Total</b>
Please provide business name and address, and a contact person.		Describe the work the subcontractor/leased operator will perform for this contract.			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			

The bidder intends to Subcontract/Lease Operators of Equipment for \_\_\_\_\_ % of the total contract with MBE/WBE firms.

Signed \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

**Supplier Detail Form  
City of Rockford**

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Supplier Information		Type of Product Supplied	MBE/WBE Business?	Dollar Amount of Supply Contract	Supplier Percent of Bid Total
Please provide business name and address, and a contact person. Name _____ Address _____ City, State _____ Contact _____		Describe the product the supplier v provide for this contract. _____ _____ _____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%
Name _____ Address _____ City, State _____ Contact _____			Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%
Name _____ Address _____ City, State _____ Contact _____			Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%
Name _____ Address _____ City, State _____ Contact _____			Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%
Name _____ Address _____ City, State _____ Contact _____		Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%	
Name _____ Address _____ City, State _____ Contact _____		Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%	
Name _____ Address _____ City, State _____ Contact _____		Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%	

The bidder intends to procure \_\_\_\_\_ % of the total contract from MBE/WBE firms.

\_\_\_\_\_  
Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

CITY OF ROCKFORD HUMAN SERVICES  
WEATHERIZATION

MECHANICAL LABOR BID PACKAGE

2013 PROGRAM YEAR

(Bid signing – June 30, 2013)

Bid Package due: February 20, 2013 at 11:00 AM  
425 E. State Street, Rockford, IL 61104  
Attn: Central Services Manager

## Mechanical Labor Bid Package Order

1. General Terms and Conditions (keep for your records)
2. Equal Opportunity Employee Contract
3. Notification of Interest
4. Contractor Requirements (keep for your records)
5. Vendor's Qualifications
6. Proposed Sub-Contractors
7. Insurance Requirements
8. Bonding Certificates
9. Release of Information
10. Contracted Material Supplier Statement
11. Weatherization Training Classes
12. Lead Safe Practices
13. Small Businesses (minority)
14. Completion of Schedule Warranty
15. Change Order Process
16. HDLs and Draft Testing
17. Assurance and Guarantee
18. Invoicing Procedure
19. Invoicing Requirement
20. Payment Process
21. Davis-Bacon Prevailing Wages (keep for your records)
22. ARRA contract (keep for your records)
23. MyLCM 1<sup>st</sup> steps (keep for your records)
24. My LCM CPRs (keep for your records)
25. Appeals Process
26. Ethics Statement
27. Waiver of Lien
28. Debarment Statement
29. ASHRAE Standard 62.2
30. Labor Bid Sheet

**PART – A: GENERAL TERMS and CONDITIONS  
LABOR**

INTRODUCTION

I. GENERAL INFORMATION

The City of Rockford Human Services is requesting bids from qualified contractors to provide labor for the weatherization of approximately 45 homes. The bids for this contract will be for labor only.

There is no expressed or implied obligation for the City of Rockford to reimburse responding bidders for any expenses incurred in preparing bids in response to this request.

To be considered, one copy of a bid must be received by the City of Rockford, 425 E. State Street, Attention Central Services Manager, Rockford, IL 61104 by 11:00 AM on February 20, 2013. The City of Rockford reserves the right to reject any and all bids submitted.

During the evaluation process, the City of Rockford reserves the right, where it may serve the City's best interest, to request additional information or clarification from bidders, or to allow corrections of errors or omissions.

It is anticipated the selection of successful bidder(s) will be completed by February 25, 2013. Following the selection of the successful bidder(s), certified letters will be sent to all bidder(s) notifying them of the selection. Bidders will have five (5) working days from the date of receipt of the notification letter to protest the selection. If no written protest is received within the five (5) days, the selection will be considered final and the award made. The award may be made even if a protest is submitted within the time specified, if the City of Rockford believes the protest is without merit.

Any contract arising out of this bid may be canceled by the City of Rockford if the contractor fails to perform any of the items specified. Should the bidder post a performance bond, it will be forfeited to the City of Rockford in the event of failure to perform any provision of the agreement. The contractor may cancel the agreement with 30 days written notice. Such cancellation will be construed as failure to perform.

II. TERM OF CONTRACT

The term of the contract between the City of Rockford and the successful bidder(s) will be from March 1, 2013 to June 30, 2013 with no extensions.

III. DESCRIPTION OF THE PROGRAM

A. Program Sponsors. Funds for the Illinois Home Weatherization Assistance Program (IHWAP) are allocated to the state by two federal agencies, the U. S. Department of Energy and U.S. Department of Health and Human Services. The Office of Energy Assistance has the responsibility to administer the weatherization program in the state. These weatherization funds are distributed to local administering agencies to weatherize low-income persons' dwelling units.

B. Program Objectives. The purpose of the weatherization program is to assist low-income persons, especially the elderly and persons with disabilities, by weatherizing their homes, thereby reducing fuel costs for low-income families, and reducing energy consumption nationwide.

- C. Labor Standards and Inspection. All work performed by contractor(s) must conform to the standards set forth in the Illinois Home Weatherization Field Standards Manual. The City of Rockford will inspect all work to determine conformity with these specifications. The contractor at no additional cost to the City of Rockford must correct any deficiencies in workmanship.
- D. Estimated Production. The number of dwellings to be weatherized during Illinois Home Weatherization Assistance Program – Program Year 2013 is an estimate based on prior years' production and anticipated quotas set forth by DCEO – OEA, taking into consideration program funding limitations. This estimate of production should not be construed as actual number of dwellings to be weatherized during the program year.

#### IV. GENERAL PROVISIONS

- A. Entire Agreement. These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements apply. Further, the written contract and/or order with the referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- B. Assignment. No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the City of Rockford.
- C. Sub-Contracting. The name(s) of proposed sub-contracting firms must be clearly identified in the EEO subcontractor documents. Following the award of a contract, no additional sub-contracting will be allowed without express prior written consent of the City of Rockford.
- D. Applicable Law and Compliance. This contract shall be governed under the laws of the State of Illinois. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affect the work or it's conduct. The City of Rockford or the State of Illinois reserves the right to cancel any contract with a federally debarred contractor or a contractor, which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- E. Warranty. Unless otherwise specifically stated by the City of Rockford, all labor will require a one year warranty. Contractor(s) will be required to fill out an "Assurance and Guarantee of Work" form for each dwelling.
- F. Waiver of Lien. By agreeing to perform weatherization work, the contractor agrees to the following terms and agrees to pass along the following requirements to their sub-contractors.
  - 1. The contractor agrees that they will not seek payment, under any circumstances, from the owner or occupant of the premises improved.
  - 2. The contractor shall not file, suffer, or permit any lien or other encumbrance of record as a claim against any site of a weatherization project in recognition that the only recourse for payment is from the City of Rockford.
  - 3. Signed lien waivers from each individual work location/property are required from any parties providing labor under a weatherization contract. The contractor agrees to inform any sub-contractor

providing labor to a weatherization property, prior to engaging such sub-contractors, that lien waivers are required in order for the contractor to invoice the City of Rockford for weatherization services completed.

G. Public Records Access. Due to the use of State and Federal Grant Funds, it is the intention of the Agency to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to the issuance of the notice of intent to award or the award of the contract.

H. Cancellation & Termination. The Agency reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

1. In addition to conditions described in the Invitation for Bid, the Agency reserves the right to terminate the resulting contract/agreement, for reasons of "Breach of Contract", by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. Contractor shall be entitled to receive compensation, in the event of such termination, for any work accepted hereunder in accordance with the City's order(s). Contractor shall also be compensated for partially completed work in the event of such termination. The compensation for such partially completed work shall be no more than the amount of completion of each work effort, as determined in the sole discretion of the City of Rockford.

2. Upon cancellation, termination or other expiration of the resulting contract/agreement, each party shall forthwith return to the other all documents, material(s) and other properties of the other held by each for the purposes of execution of the contract/agreement. In addition, each party will assist the other party in the orderly termination of this contract/agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

I. Payment Terms and Invoicing.

1. The City of Rockford normally will pay for properly completed and submitted vendor invoices within 30 days of receipt providing goods and/or services have been delivered, installed (if required) and accepted as specified.

2. Invoices presented for payment must be submitted in accordance with the instructions contained in the executed contract including reference to the purchase order number and submittal to the correct address for processing.

3. A good faith dispute creates an exception to prompt payment.

## V. ADDITIONAL REQUIREMENTS

A. Lead Safety for Renovation, Repair, and Painting (EPA – RRP). All contractors are required to be registered with the United States Environmental Protection Agency as a "Certified Firm". Contractors are required to have at least one "Certified Renovator" on a job site that was built prior to 1978 where lead painted surfaces may be disturbed.

- B. Lead Safe Weatherization (LSW). All contractors are required to attend LSW training, in addition to EPA – RRP training, as offered by the State of Illinois or Agency.
- C. Davis – Bacon Act Compliance. Contractors are required to pay their staff the appropriate wage as determined by the United States Department of Labor for the county in which work is being completed. USDOL’s established worker classifications and wage rates for each are attached. Contractors are also required to complete weekly reports on the “MyLCM” website certifying compliance with the Davis – Bacon Act.
- D. Contractor Certification. Contractors are required to attend and successfully complete a one-week contractor certification curriculum provided by DCEO – OEA.
- E. Materials. Contractors are required to pick up supplies at the City of Rockford’s awarded Weatherization Material vendor(s) to be provided at contract award. Materials list will be given to contractor for each work order and will be required by the materials vendor to prove materials are for City of Rockford Human Services Weatherization jobs. Contractor will be held accountable for material damaged by its own employees and will replace at the contractor’s own cost. Any items returned from the City of Rockford material list shall be credited to the City of Rockford. The materials vendor will invoice the City of Rockford for all material provided per work orders.

VI. Procurement Transaction Requirements

A. General Requirements.

- 1. Notification of Interest. Contractors interested in submitting a bid must submit the Notification of Interest with bid packages. Failure to do so will disqualify contractors from submitting a bid.
- 2. Time Requirements. The following is a list of key dates up to and including the date of commencement of the contract period:

Bid Opening	<u>February 20, 2013</u>
Award Recommendation to Finance Committee	<u>February 25, 2013</u>
Notification of Contract Award	<u>February 26, 2013</u>
Contract period commences	<u>March 1, 2013</u>

B. Bid Requirements.

- 1. Mandatory Elements. The following elements are required to be submitted for a bid to be considered a valid bid. Failure to properly complete all forms included in this bid packet will result in rejection of the bid.
  - a. Insurance Requirements - At the time of submission of the bid, the City of Rockford must be provided the name, address, and phone number of the insurance company through which the minimum insurance coverage has been obtained. The contractor shall maintain, during the entire period of performance under this contract, the following minimum insurance.

<u>Type</u>	<u>Minimum Liability Amounts</u>
Comprehensive General Liability	\$500,000 per person \$1,000,000 per accident \$500,000 property damage

Workers' Compensation	Illinois Statutory Requirements
Comprehensive Automobile Liability	\$250,000 per person* \$500,000 per accident* \$250,000 property damage*

\*Must conform to current Illinois Secretary of State Requirements.

- b. Statement of Vendor's Qualifications - The ability to perform under the terms of the procurement is essential. This statement provides the City of Rockford with background information on the bidder's previous experience providing materials for similar projects and identifies financial references.
  - c. Release of Information - This authorization must be completed to enable the City of Rockford to verify information contained in the Statement of Vendor's Qualifications and other information relevant to the supplier's ability to perform.
  - d. Submission of Bid - The bid must be submitted by the deadline established in Section VII.A to be considered a valid bid.
- C. Questions. All questions shall be submitted to Anne Wilkerson, Financial Analyst at (815) 987-5741 or [anne.wilkerson@rockfordil.gov](mailto:anne.wilkerson@rockfordil.gov) by February 12, 2013.

VII. EVALUATION PROCEDURES

- A. Review of Bids. The City of Rockford will use a point formula during the review process to score bids. The bids will be evaluated and points awarded for general, technical and price considerations. Points assigned for the general, technical, considerations will be added to the price components on an item-by-item basis. The maximum score for price will be assigned to the bidder offering the lowest total all-inclusive maximum price, determined on an item-by-item basis or as an aggregate total.
- B. Evaluation Criteria. The City of Rockford will enter each bidder's price in the "Procurement Evaluation Tool – Bid Evaluation Sheet" by item to be procured. The bidder with the lowest price, per item, will be awarded points by line item. The bidder(s) who do not bid the lowest price will not be awarded any points for that line item. Certain items will be weighted. Weighted items are awarded 10 points and all other items are awarded 5 points. When bidders have bid the same amount for a line item, those bidders will share the points equally for that line item.

Bidders meeting the mandatory criteria will have their bids evaluated and scored using determining factors such as; Price, Background/Experience; Capacity, References and Minority/Female Owned Business. Federal regulations encourage the participation of and give preference to Minority firms, female owned business enterprises and labor surplus area firms. The scoring will be as follows:

Price	60 points
Background/Experience	20 points
Capacity	5 points
References	5 points
Minority/Female Owned Business	10 points

C. Award Factors and Weighting.

1. Price - 60 points (or 60%) of the overall score. The bidder with the highest aggregate score from the "Bid Evaluation Sheet" will receive 60 points. The remaining bidders receive prorated points as well. The order of aggregate score recorded on the "Bid Evaluation Sheet" determines the number of points each bid receives. Prorating must be completed by dividing the amount of bidders into 60 (possible points), then that figure would be subtracted from the original 60 points in descending order. (Example: 6 bidders,  $60 / 6 = 10$ , Bidder with highest aggregate score = 60 points, Bidder with second highest aggregate score = 50 points, Bidder with the third highest aggregate score = 40 points, etc.)
2. Background/Experience - 20 points. All bidders meeting the minimum criteria for Background/Experience receive 20 points.
3. Capacity - 5 points. All bidders meeting the minimum criteria for Capacity receive 5 points.
4. References - 5 points. All bidders meeting the minimum criteria for References receive 5 points.
5. Minority/Female Owned - 10 points. All bidders meeting the minimum criteria for Minority or Female Owned Businesses receive 10 points.

D. Mandatory Elements. The forms listed in Section VI.B.1 and presented in the bid packet must be properly completed and submitted for a bid to be considered valid. Failure to submit these forms will result in rejection of the bid in its entirety. In addition, any product bid that does not meet or exceed specifications will be rejected.

E. Final Selection. The City of Rockford will select equipment/material supplier(s) whose bid is most advantageous to the program, unless the City determines it is in the best interest of the program to award the contract to other than the low bidder. It is anticipated that supplier(s) will be selected and notifications made in accordance with the timetable established in Section VII.A.3.

F. Bid Acceptance/Rejection. The City of Rockford reserves the right, without prejudice, to accept or reject any or all bids/proposals, to waive any technicality in any bi/proposal submitted and to accept any part of a bid/proposal as deemed to be in the best interest of the City and State of Illinois. Such rejection must be based on sound, documented reason.

Bids/proposals must be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

G. Appeals/Protest. Any unsuccessful bidder has the right to Appeal/Protest a contract award. Unsuccessful bidders will be given five working days after receipt of the notification letter from the City of Rockford to protest the contract award decision in writing. The City of Rockford may continue the terms and conditions of the contract award with the selected bidder(s) pending the outcome of the dispute.

# CITY OF ROCKFORD HUMAN SERVICES

## 2013 NOTIFICATION OF INTEREST

I, \_\_\_\_\_, am interested in participating in the 2013 Illinois Home Weatherization Program (IHWAP) in Winnebago and Boone counties.

I understand that as a Vendor, we must be abide by all program requirements as stipulated by City of Rockford Human Services and the Office of Energy Assistance. I understand that failure to do so will result in termination of any jobs whether in progress or not started.

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Date

MUST BE SUBMITTED WITH BID PACKAGE

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**MECHANICAL CONTRACTOR REQUIREMENTS**

**Training/Certifications:**

- EPA- Renovators Repair & Painting Certificates for workers, contractors, and firms (3 separate certificates)
- IL. Certified Weatherization Insulation Contractor's Training (letter or certificate)
- Health & Safety certification (OSHA10, OSHA30, etc.)
- City of Rockford Mechanical License
- RECOMMENDED Equipment: HEPA vacuum. "Minneapolis" Blower Door (Must have proper training for blower door use)

**Insurance:**

- Comprehensive General liability (minimum of \$1,000,000)
- Comprehensive Automobile liability (minimum of \$500,000)
- Workers' Compensation (Illinois statutory requirements)
- Umbrella liability (minimum of \$1,000,000)

**Background requirements include (but not limited to):**

- Contractors must be able to perform clean and tune, furnace repair and/or replacement, boiler repair and/or replacement, duct work
- Contractor must be able to conduct flue gas testing, draft testing, and be current on City of Rockford's building codes
- Contractors must use Lead safe work practices on ALL jobs regardless of known presence of lead in homes built before 1978
- Contractors must understand and implement ASHRAE62.2

***\*Contractor must have prior experience and be able to provide proof of insurance and certifications to be turned in with their bid package. Any contractor without the proper paperwork will not be considered for a contract.\****

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**STATEMENT OF VENDOR'S QUALIFICATIONS**

All applicable questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate, attached sheets. The Vendor may submit any additional information desired. All Vendors must complete parts 1-12 and 18-21 or the application will not be accepted.

1. Company Name: \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
3. Principal Employees of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. When organized? \_\_\_\_\_
5. If a corporation, where incorporated? \_\_\_\_\_
6. How many years has your company been engaged in the contracting business under the present firm or trade name? \_\_\_\_\_
7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) If no contracts are on hand, please indicate below.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Type of work generally performed by the company: \_\_\_\_\_
9. Has your company ever failed to complete any work awarded? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. List your major equipment available for this contract:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. List experience in construction work or HVAC work similar in importance to this project:

---

---

---

**PLEASE NOTE: Questions 13-15 are required for mechanical contractors only:**

13. Is your firm able to provide work on heating systems whose fuel source is (check all that apply): (a)  natural gas (b)  propane (c)  oil (d)  coal (e)  wood

14. Is your firm able to provide work on the following types (check all that apply):

Forced Air     Forced Water     Steam Boiler     Gravity Furnace  
 Conversion     Wall Furnace     Space Heater     Gravity Water (Boiler)  
 Central Air Conditioning     Water Heater

15. Please indicate any HVAC licenses you or your employees hold and the city, village, or county where the license is current: \_\_\_\_\_

---

**PLEASE NOTE: Vendors that have successfully completed contracts for the Illinois Home Weatherization Assistance Program for the 2011-2012 program years need not complete number 16 and 17 below:**

16. Financial Reference: (Must list two) Reference name, address, and phone number:

---

---

---

17. Work Reference: (Must list two) Reference name, address, and phone number:

---

---

---

**PLEASE NOTE: All Vendors must complete Parts 18 and 19.**

18. Will your company, upon request, fill out a detailed financial statement and furnish any other information that may be required? \_\_\_\_\_

19. The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested in verification of the recitals comprising this Statement of Contractor's Qualifications.

By: \_\_\_\_\_ Date: \_\_\_\_\_

20. Social Security # \_\_\_\_\_

21. FEIN # \_\_\_\_\_

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**PROPOSED SUBCONTRACTORS**

Name and Address of Contractor

---

---

---

---

**Contractor must at minimum, identify who will perform the following, even if it is the contractor himself.**

TYPE OF WORK	Subcontractors NAME/ADDRESS/PHONE
--------------	-----------------------------------

Carpentry (Infiltration)	<hr/> <hr/> <hr/> <hr/>
--------------------------	-------------------------

Heating & Cooling	<hr/> <hr/> <hr/> <hr/>
-------------------	-------------------------

Install Insulation	<hr/> <hr/> <hr/> <hr/>
--------------------	-------------------------

Electrician	<hr/> <hr/> <hr/> <hr/>
-------------	-------------------------

Plumber	<hr/> <hr/> <hr/> <hr/>
---------	-------------------------

**\*I understand that it is my financial responsibility for any unacceptable work or damage caused by my subcontractor when/if the subcontractor is not insured.\***

<hr/> Signature	<hr/> Date
-----------------	------------

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**INSURANCE REQUIREMENTS**

The Contractor shall maintain during the entire period of his/her performance under this contract the following minimum insurance:

Comprehensive General Liability	\$1,000,000 per person \$2,000,000 aggregate \$1,000,000 per accident \$2,000,000 aggregate \$2,000,000 property damage
Workman's Compensation	Illinois Statutory Requirements
Comprehensive Auto Liability	\$1,000,000 per person* \$2,000,000 aggregate \$1,000,000 per accident* \$2,000,000 aggregate \$1,000,000 property damage \$2,000,000 aggregate
Umbrella Liability	\$2,000,000 per incident \$2,000,000 aggregate
Pollutions Occurrence Insurance (not mandatory)	\$500,000 per occurrence \$500,000 aggregate

The contractor shall furnish City of Rockford Human Services with a certificate or statement of the above required **prior** to the signing of the contract agreement. The certificate of insurance shall contain a statement to the effect that City of Rockford Human Services will receive a written notification at least (7) days in advance of cancellation or any material change in the policy. A copy of the above insurance must be available to City of Rockford Human Services before any contracts of work will be given.

**I understand that if any type of mandated insurance lapses, all weatherization work will cease until coverage is renewed and CRHS has been provided with the current insurance documentation. Only after proper documentation has been provided will I be reinstated.**

Name of Insurance Provider \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Agent's Name \_\_\_\_\_

\*Must conform to current Illinois Secretary of State requirements.

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**BONDING, CERTIFICATE OF DEPOSIT, IRREVOCABLE LETTER OF CREDIT  
or CASHIERS CHECK**

**Acceptable forms of Bonding:** If the LAA is going to protect the Weatherization workflow and overall process, then some type of assurance is needed. This can be done by withholding a portion of the overall payment, until everything is deemed to be correct, or through bonding. If bonding is required or desired by the LAA, some acceptable forms of protection are:

- Insurance bond
- Certificate of Deposit
- Irrevocable Letter of Credit
- Cashier's Check

The contractor has read and understands the above statement.

---

Name of Company (please print)

---

Signature

Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**RELEASE OF INFORMATION**

To: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

I hereby authorize release of information regarding my financial and technical resources to the City of Rockford Human Services for the purpose of determining my eligibility as a supplier for the 2013 Illinois Home Weatherization Program Grant. A photo-static copy of this document shall suffice as proper authorization for the release of the above information.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program

CONTRACTED MATERIAL SUPPLIER STATEMENT

CRHS has a contracted material supplier. It is mandatory for contractor's to acquire all of their supplies from only this supplier. Upon receiving a contract with CRHS, you will be informed who the material supplier is.

Contractors will need to have their CRHS work orders with them in order to receive their supplies. CRHS will be billed accordingly. If necessary, contractors must return any unused supplies back to the selected supplier.

The contractor has read and understands the Contracted Material Supplier statement above.

---

Name of Company (please print)

---

Signature

Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**STATE OF ILLINOIS WEATHERIZATION TRAINING**

Contractor understands he/she must attend any mandated State of Illinois Weatherization training that may be arising during their contract with CRHS. Failure to do so may result in the cancelling of their contract until proof of attendance has been submitted to CRHS.

The Contractor has read and understands the Weatherization training statement stated above.

---

Name of Company (please print)

---

Signature

Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**Mechanical**

**LEAD SAFE WORK PRACTICES**

1. Contractor agrees to attend a State of Illinois sponsored training course on "Lead Safe Work Practices". The certificate must be provided.
2. The Contractor must have a copy of the "Weatherization Work Practices" booklet at the job site.
3. Contractor must have a Renovation, Repair, and Painting (RRP) certificate (individual) along with being an EPA certified firm. The certificate must be provided.
4. Contractor will have supplies to address lead dust and particles at each jobsite. Examples are (but not limited to) 6 mill vinyl, water spray devices, and cleaning solutions to wipe down areas of dust

The contractor has read and understands the above Lead Safe Work Practices.

---

Name of Company (please print)

---

Signature

Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**SMALL, FEMALE OR MINORITY OWNED BUSINESSES**

Small businesses, minority owned businesses and women's business enterprises will be given preference whenever possible. Information will be made available to these firms to encourage their participation in the CRHS's weatherization contracts. When contracting for goods and services, preference will be given to contractors who sub-contract with small businesses, minority-owned businesses and women's enterprises.

The contractor has read and understands the above statement.

---

Name of Company (please print)

---

Signature

Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**COMPLETION SCHEDULE WARRANTY**

No work is to be started until the Notice to Proceed is signed by the Director (this is your approval). You will be notified by CRHS by e-mail. (You are liable if your e-mail is not working properly so it is your responsibility to contact our office immediately if other temporary accommodations are needed.) Contractor hereby acknowledges that all work must be completed 30 days from the date the approval is issued.

To the Contractor: CRHS warrants all work contracted and further acknowledges failure to perform will constitute a default on the Terms of the Contract that may result a penalty of \$25.00 per day for every day beyond designated date. Failure of use of proper materials and poor workmanship may result in a warning. Furthermore, three (3) penalties and/or warnings may result in contract termination. A contract termination will result in disbarment bar your company from bidding for the City of Rockford for a minimum period of (3) years.

The Contractor has read and understands the Completion Schedule Warranty stated above.

---

Name of Company (please print)

---

Signature

Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**CHANGE ORDER PROCESS**

The contractor is required to contact the Weatherization Assessor assigned to the individual job during the time of measuring (prior to signing the Notice to Proceed) if he/she has any concerns about the work order. The contractor and assessor are to review the work order to clarify any potential modification to the existing work order before signing the Notice to Proceed.

If any problems occur during the time of working on the job, the contractor is required to contact the Weatherization Coordinator through phone and follow up with e-mail. If the Weatherization Coordinator approves the work order changes, the Weatherization Coordinator will advise on how to proceed. The contractor will then notate the change on the work order to turn in with invoicing. If the Weatherization Coordinator does not approve the work order change, the contractor agrees to the original work order or the work order is subject to be reassigned to another contractor.

The Contractor has read and understands the Change Order Process stated above.

---

Name of Company (please print)

---

Signature

Date

CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program

HOUSE DEPRESSURIZATION LIMITS (HDLs)  
& DRAFT PRESSURES

The operation of exhaust fans, clothes dryers and furnace air handlers can depressurize rooms containing combustion appliances. The potential for back-drafting increases as air sealing work is done in a home. This test measures the back-drafting potential of all spaces in which vented combustion appliances are located, including fireplaces.

***The HDL test must be done prior to measuring draft to determine the house set-up that produces the greatest negative pressure in each combustion appliance zone. This test should also be conducted at end of each work day to ensure that excessive depressurization will not occur in the combustion appliance zones.***

When measuring draft pressures, set up and operate house under worst-case depressurization identified by HDL test. The minimum draft pressure must be reached within 2 minutes of appliance operation for each natural draft combustion appliance. Draft does not have to be measured for 90% furnaces.

These measures should be done on every home. Documentation should be turned in with invoice.

The Contractor has read and understands the Change Order Process stated above.

---

Name of Company (please print)

---

Signature

Date

CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program

CONTRACTOR ASSURANCE AND GUARANTEE OF WORK

The contractor must complete an Assurance and Guarantee of Work form that covers their workmanship for one year and parts per warranty. This must be signed by the contractor, the **original given to the client** and a copy that is to be turned in to CRHS with the invoice. A business card should accompany this form given to client and a business sticker should be placed on the furnace for reference.

The contractor has read and understands the Assurance and Guarantee stated above.

\_\_\_\_\_  
Name of Company (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**MECHANICAL LABOR  
INVOICING PROCEDURE**

1. The mechanical labor invoice must include the following:
  - a. Client's name and address
  - b. Complete job number
  - c. CPO # assigned to contractor
  - d. Billed to: City of Rockford Weatherization  
425 E. State St.  
Rockford, IL 61104
  - e. Contractor invoice number
  - f. Dates worked on job
2. The labor cost of the replacement furnace/heating system must be listed separately from all other costs.
3. The labor of duct work must be listed separately from all other costs.
4. Drip leg/sediment trap labor must be listed separately for each one installed and be placed on the invoice with the item to which it is attached – furnace, cook stove, or clothes dryer.
5. Gas shut-off labor costs must be listed separately for each one installed and be placed on the invoice with the item to which it is attached – furnace, cook stove, or clothes dryer.
6. The labor costs of gas line installation must be listed separately from all other costs.
7. The labor costs of miscellaneous items must be listed separately from all other costs.
8. The invoice will not be processed for payment until all accompanying documentation is present. – i.e. Work order, sizing chart (if applicable), reading sheets, assurance and guarantee form, waiver of lien, contractor checklist, analyzer strip, contractor contract, etc.

The contractor has read and understands the Invoicing Procedure stated above.

---

Name of Company (please print)

---

Signature

---

Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**LABOR INVOICING REQUIREMENTS**

Final Invoices reflecting approved work are required for processing payments to contractors. All final invoices submitted for Weatherization work shall include, when applicable, appropriate detail that includes itemized descriptions of all labor costs and all dates of service covering work performed. Additional detail or further clarification of invoices may also be required. Failure to provide sufficient detail as well as other errors or omissions on invoices could result in delays in payment processing.

The contractor has read and understands the Labor Invoicing Requirements stated above.

---

Name of Company (please print)

---

Signature

Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**PAYMENT PROCESS**

The contractor will turn their invoice(s) into CRHS at which time they are given to a Weatherization Specialist for a final inspection of the job site to verify that the contractor completed the work order as specified. The CRHS has 30 days upon invoice date to process the contractor's payment.

Please note that if the Weatherization Specialist does not approve their inspection, the contractor will be notified to correct any differences that did not comply with the work order. The invoice will not be processed until all correct paperwork and an approved final inspection has been completed. No partial payments will be issued. The CRHS is not responsible for delayed payment if the contractor did not invoice all documentation and/or the work order was not completed in its entirety. Substitutions and/or work order changes must have prior approval by the Weatherization Coordinator. No substitutions or work order changes will be allowed at the time of invoicing. It will be at the contractor's expense if any additional work was completed that was not specified on the work order issued without the Weatherization Coordinator's prior approval.

The contractor has read and understands the Payment Process stated above.

---

Name of Company (please print)

---

Signature

Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 WEATHERIZATION PROGRAM**

**DAVIS-BACON WAGES**

State: Illinois

Decision #: 2009-IL-001

Description of Work: Weatherization construction on existing residential structures to include minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors. This also includes (1) the replacement of doors and windows and the repair; (2) the installation of hot water heaters and the installation and repair of furnace/cooling (HVAC) systems and all associated work involved with the installation of the HVAC system including electrical, pipe, and duct work.

The following is a key to the county chart below. The first figure in each classification column is the hourly rate and the rate following the "+" is the fringe benefit rate.

Any unlisted classifications needed for work not included within the scope of the classifications listed below may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

Counties	Weatherization Survey			Existing Residential Wage Determination (www.wdol.gov)		
	Weatherization Worker	Doors & Windows Weatherization Worker	HVAC/Furnace/Heating & Cooling Mechanic	Carpenter	Electrician	Plumber
Boone	\$21.00	\$21.00	\$35.00	\$27.28+\$8.86	\$33.82+\$19.33	\$37.20+\$18.32
Winnebago	\$21.00	\$21.00	\$35.00	\$27.28+\$8.86	\$33.82+\$19.33	\$37.20+\$18.32

**Revised Part VI – B**  
**American Recovery and Reinvestment Act Terms, Conditions and**  
**Certifications**

*Part VI-B (American Recovery and Reinvestment Act Term, Conditions and Certifications) of this Agreement is deleted in its entirety and replaced with the following.*

The Grantee makes the following certifications as a condition of being awarded this Grant under the Federal American Recovery and Reinvest Act of 2009 ("ARRA" or "Recovery Act"), which is found at Pub. L. 111-5. These terms, conditions and certifications are required by the Recovery Act and are in addition to any other certifications required by any state funding or federal funding source or Federal or Illinois law as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct and that Grantee shall be bound by the same.

**B-6.1 ARRA Authority**

This Grant is awarded in accordance with the American Reinvestment and Recovery Act of 2009 (Pub. L. 111-005) ("ARRA" or the "Recovery Act"), Title VI, Energy Conservation and Production Act, as amended, authorizes the Department of Energy ("DOE") to administer the federal Weatherization Assistance Program (42 USCA 6861), the applicable federal regulations (10 CFR 440), the Energy Policy Act of 2005, and the Energy Independence and Security Act of 2007.

**B-6.2 DAVIS – BACON ACT REQUIREMENTS (Prevailing Wages)**

Under this Grant Agreement, the Grantee shall ensure that all laborers and mechanics that it employs or are employed by its contractors and subcontractors on projects, including construction, alteration, and/or repair, including painting and decorating, of a public building or public work or building or work financed in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code and the contract clauses found in 29 CFR 5.5(a).

**A. Definitions**

For purposes of this Grant Agreement, the Contract Work Hours and Safety Standards Act requirements, the following definitions are applicable:

- (1) "Award" means the Award by the United States Department of Energy ("DOE") to the Department at the federal – state level. Through the Award, the Department awards a Grant to the Grantee, which includes the requirement to comply with the labor standards, clauses and wage rate requirements of the Davis-Bacon Act for work performed by all laborers and mechanics employed by the Grantee (or its subgrantee or contractor or subcontractor, as the case may be) on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.
- (2) "Construction, alteration or repair" means all types of work done by laborers and mechanics employ by the Grantee (or its subgrantee or contractor or subcontractor, as the case may be) on a particular building or work at the site thereof, including without limitation –

- a. Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
  - b. Painting and decorating; or
  - c. Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
- (3) "Contract" means a procurement contract executed by the Grantee for the acquisition of property and services for construction, alteration, and repair under this Grant. For purposes of these definitions, a Contract shall include any subcontracts under the Contract.
- (4) "Contracting Officer" means the U.S. DOE official authorized to execute awards on behalf of U.S. DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) "Contractor" means an entity that enters into a Contract with the Grantee or its subgrantee. For purposes of the terms and conditions of this Grant Agreement, Contractor shall include subcontractors and its lower-tier subcontractors.
- (6) "Recipient" means the Department that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State of Illinois that receives an Award from U.S. DOE and is financially accountable for the use of any U.S. DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (7) "Site of the Work:
- a. Means –
    - (i) The physical place or places where the construction called for in the Grant Agreement (subgrant, contract or subcontract) will remain when work on it is completed; and
    - (ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project
  - b. Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided –
    - (i) They are dedicated exclusively, or nearly so, to performance of the project; and
    - (ii) They are adjacent or virtually adjacent to the site of the work as defined in 7(a)(i) or (7)(a)(ii) of this definition; and
  - c. Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of the Grantee (or its subgrantee or contractor or subcontractor) whose locations and continuance in operation are determined wholly without regard to a particular contract of Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, years, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be deducted exclusively or nearly so, to the performance of an Award, Grant, subgrant, contract or subcontract.

**B. Davis – Bacon Act**

- (1)(a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the

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

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

(c) Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees (29 CFR § 5.5(a)(4)). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

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

(2)(a) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Grantee (or its subgrantee or contractor) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), the Grantee shall notified the Department. The Department shall notify its Contracting Officer of this agreement. If the Contracting Officer agrees with the

classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of:

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

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

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

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs B(2)(b) or B(2)(c) hereof shall be paid to all workers performing work in the classification under this Grant, subgrant, contract or subcontract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Grant, subgrant, contract or subcontract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Grantee (or its subgrantee or contractor or subcontractor) shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

### C. Rate of Wages

The minimum wages to be paid laborers and mechanics under this Grant, subgrant, contract or subcontract involved in the performance of work at the project site, as determined by the U.S. Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to this Agreement. The

Illinois Residential Weatherization Wage Determination is attached hereto as Exhibit A and incorporated herein by reference.

**D. Payrolls and Basic Records**

(1) Payrolls and basic records relating thereto shall be maintained by the Department, Grantee and its subgrantee or contractor or subcontractor during the course of the work and preserved for a period of (3) three years thereafter for all laborers and mechanics working at the site of the. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Grantee (or its subgrantee or Contractor) shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Grantee (or its subgrantee or Contractor) employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(b) The Department is responsible for ensuring that all Grantees (or its subgrantee or Contractor) submit copies of payrolls and basic records as required by this paragraph D. The Grantee is responsible for ensuring that all of its subgrantees or Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by this paragraph D. Grantee (or its subgrantee or Contractor) shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Grantee or the Wage and Hours Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Department shall also obtain and provide the full social security number and current address of each covered worker/laborers and mechanics upon request by the Contracting Officer or the Wage and

Hours Division of the Department of Labor for purposes of an investigation or audit compliance with prevailing wage requirements. It is not a violation of this section for the Department to require the Grantee (or its subgrantee or Contractor) to provide addresses and social security numbers to the Grantee for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Department and the Grantee (or its subgrantee or Contractor) or his or her agent who pays or supervises the payment of the persons employed under the Grant (or subgrant or contract) and shall certify the following:

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

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

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

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

(e) The falsification of any of the certifications in Paragraph D (Payrolls and Basic Records) above may subject the Department, the Grantee (or its subgrantee or Contractor) to civil or criminal prosecution under section 1001 of title 18 and Section 3729 of title 31 of the United States Code.

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

#### E. Withholding of Funds

The Department shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Grantee (or its subgrantee or Contractor) so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Grantee (or its subgrantee or Contractor) the full amount of wages required by this Grant (or subgrant or contract). In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Grant (or subgrant or contract), the Department may, after written notice to the Grantee (or its subgrantee or Contractor), take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased or the Government may cause the suspension

#### F. Apprentices and Trainees

##### (1) Apprentices.

- (a) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed:
  - (i) pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by the OATELS, or
  - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, if certified by the OATELS (where appropriate) to be eligible for probationary employment as an apprentice.
- (b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program.
- (c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (d) Where the Grantee (or its subgrantee or Contractor) is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Grantee's (or its subgrantee's or Contractor's) registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.
- (e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator

determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

(2) Trainees

- (a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by OATELS. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
- (b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (c) In the event the OATELS withdraws approval of a training program, the Grantee (or its subgrantee or Contractor) will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

**G. Compliance with Copeland Act requirements**

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**H. Subawards and Contracts**

(1) The Department and the Grantee (or its subgrantee or Contractor) shall insert in any subgrants, contracts, or subcontracts the clauses the Davis Bacon Act Requirements, which in its entirety, is B-6.2 of this Revised Part VI-B or 29 CFR 5.5(a)(1) through (10) and such other clauses as the Contracting Officer may require. The Department shall be responsible for the compliance by any Grantee (or its subgrantee or Contractor) with all of the requirements contained in this Agreement. The Grantee shall be

responsible for the compliance by its subgrantee, Contractor with all of the requirements of this Agreement and/or with all the contract clauses in 29 CFR 5.5.

(2) Within 14 days after the issuance of a subgrantee or contract or subcontract, the Grantee shall deliver to the Department a completed Standard Form 1413 ("SF 1413"), Statement and Acknowledgement, for each subgrant or contract or subcontract for construction including alteration, and/or repair, including painting and decorating within the United States, including the subgrantee or Contractor's signed and dated acknowledgment that these terms have been included in any subgrants or contracts or subcontracts. SF 1413 is available at <http://contacts.gsa.gov/webforms>.

**I. Contract Termination -- Debarment**

A breach of these provisions or contract clauses in 29 CFR 5.5(a) may be grounds for termination of the Grant, subgrant, contract or subcontract, and for debarment as a Contractor as provided in 29 CFR 5.12.

**J. Compliance with Davis-Bacon and Related Act requirements**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in the Grant Agreement, subgrant, contract or subcontract.

**K. Disputes concerning labor standards**

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

**L. Certification of Eligibility**

- (1) By entering into this Grant, the Grantee (or its subgrantee or Contractor) respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Department or Grantee (including its subgrantee or Contractor) firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this Grant shall be subgranted or contracted or subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**M. Approval of Wage Rates**

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this Grant, subgrant or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for the corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination, which is attached to this Revised Part VI-B as Exhibit A and shall be attached to any subgrant or Contract. Any amount paid by the Grantee (or its

subgrantee or Contractor) to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Grantee (or its subgrantee or Contractor) and shall not be reimbursed by the Department or the Grantee. If the Government refuses to authorize the use of the overtime, the Grantee (or its subgrantee or Contractor) is not released from the obligation to pay employees at the required rate for any overtime actually worked.

**Contract Work Hours and Safety Standards Act**

The requirements under this subsection "Contract Work Hours and Safety Standards Act" ("CWHSSA") shall apply to this Grant and any subgrant or Contract in an amount in excess of \$100,000. As used in this subsection, the terms of laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Grantee (or its subgrantee or Contractor) contracting for any part of the Scope of Services contained in Part II of the Grant Agreement, which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the requirements set forth herein, the Grantee (or its subgrantee or Contractor) responsible therefore shall be liable for the unpaid wages. In addition, such Grantee (or its subgrantee or Contractor) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in CWSSHA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the terms set forth in paragraph A of this subsection.

C. Withholding for Unpaid Wages and Liquidated Damages.

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

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

damages as provided in the requirements set forth in CWHSSA, paragraph B of this subsection.

D. Subgrants or Contracts. The Grantee shall insert in a subgrant or Contract and a subgrantee or Contractor shall insert in any lower tier subgrant or subcontract, the terms set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the subgrantee or Contractors to include these CWHSSA requirements in any lower tier subgrantee or subcontracts. The Grantee shall be responsible for compliance by any subgrantee or Contractor (including lower-tier subgrantees or subcontractors).

E. Grantee or Contractor Payroll. The Grantee (or its subgrantee or Contractor) shall maintain payrolls and basic payrolls in accordance with the Davis-Bacon Act Requirements herein, for all laborers and mechanics, including guards and watchmen working on the Grant or any subgrants or Contracts. These records are subject to the requirements set forth in the Davis Bacon Act requirements herein.

N. Illinois Residential Weatherization Wage Determination

The wage payment data is contained in the Illinois Residential Weatherization Wage Determination, which is attached hereto as Exhibit A and incorporated herein by reference. The Grantee (or its subgrantee or Contractor) understands that, from time to time, DOE may revise the Illinois Residential Weatherization Wage Determination and the Department will provide the Grantee with any revisions as they become available. Grantee agrees to abide by any such revisions upon receipt of written notification from the Department of the revisions, which will automatically become a material part of this Grant Agreement, without the necessity of either party executing any further instrument.

B-6.3 Buy American

Purchase of American-Made Equipment and Products. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Grant award should be American-made. The Grantee certifies and agrees that it will conform to the Buy American policy to the greatest extent practicable.

B-6.4 ARRA Funding Acknowledgement

The Grantee, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. See Pub. L. 103-333 Section 508 of the Department of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995. The Grantee will provide adequate advance notice of, and coordinate in the planning and promotional events with the Department.

B-6.5 ARRA Funds Shall Not Support Inherently Religious Activities

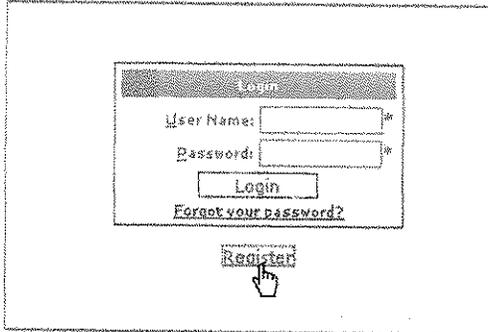
The Grantee certifies and agrees that the Federal funds awarded and expended under this Grant Agreement shall not be used to support inherently religious activities such as religious instruction, worship or proselytization. Therefore, the Grantee must take steps to separate, in time or location, its inherently religious activities from the services funded under this Grant. Regulations pertaining to this prohibition of federal funds for

## Contractors' First steps to take using the MyLCM System for Illinois Department of Commerce and Economic Opportunity

### STEP 1 – Registering:

Go to: <https://app.mylcm.com>

Click the Registration button to continue.



The screenshot shows a web interface with a 'Login' form. The form includes two input fields: 'User Name:' and 'Password:', both with asterisks indicating they are required. Below these fields is a 'Login' button. Underneath the 'Login' button is a link that says 'Forgot your password?'. Below the entire login form is a 'Register' button, which is highlighted with a mouse cursor pointing to it.

*Note: You will need to select Illinois Department of Commerce and Economic (IDCEO) as the Agency you will be working for.*

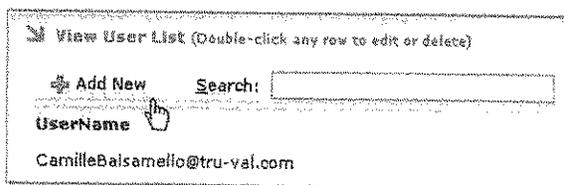
*Your company only should register once, DO NOT REGISTER YOUR COMPANY MORE THAN ONCE.*

ONCE REGISTERED, INFORM THE LAA SO YOUR COMPANY CAN BE ASSIGNED TO THE PROJECT.

STEP 2 - Adding Users See Section 3.2 in the user manual to add users to the account.

From the Admin menu, select "Manage Users"

On the User List screen, click the "Add New" button. This will open a new window.



The screenshot shows a window titled 'View User List (Double-click any row to edit or delete)'. At the top left, there is a plus sign icon and the text 'Add New'. To the right of this is a 'Search:' label followed by an empty text input field. Below these elements is a table with one row. The first column is labeled 'UserName' and the second column contains the email address 'CamilleBalsamello@tru-val.com'. A mouse cursor is pointing to the 'Add New' button.

Select all applicable Groups.

Select all applicable roles. If you choose "Company Admin," you do not need to select any of the other options since Administrators have complete access to the application.

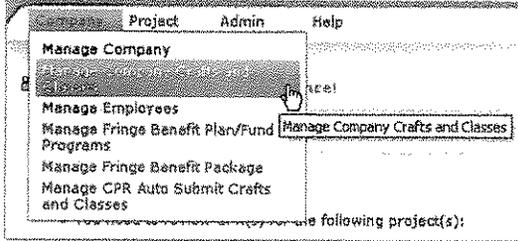
Supply a user ID (should be email address), password, user's full name and title. These fields are mandatory for all users.

*Note: All User IDs should be e-mail addresses. If the password is lost, the system can send an e-mail to this address.*

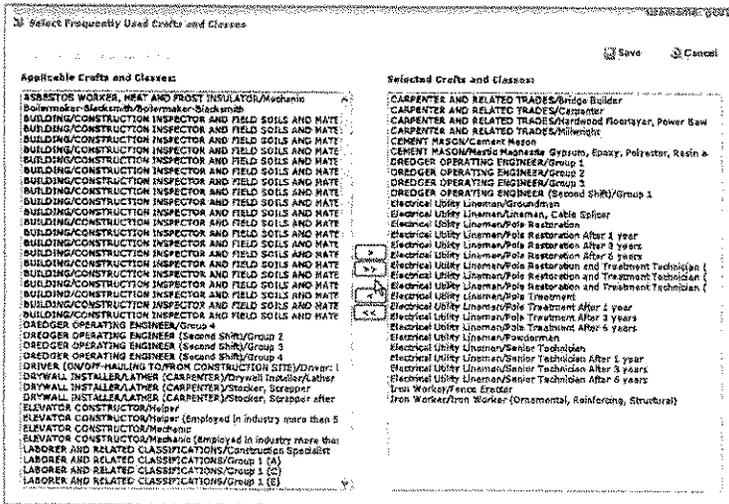
Step 3- Manage Company Classes and Crafts - See Section 3.5 in the user manual

From the Company menu, click on the "Manage Company Classes and Crafts" option.

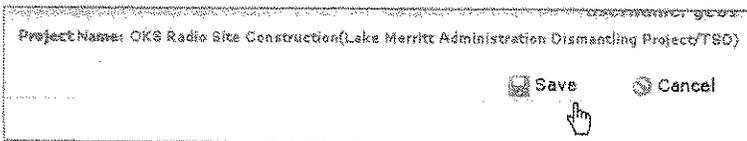
*Note: This is to reduce the list of available crafts and counties in the CPR date entry screen.*



From the "Available Crafts and Classes" table on the left, highlight the applicable craft and county then click the ">" button. This will create the list of "Selected Crafts and Classes" on the right side of the screen.

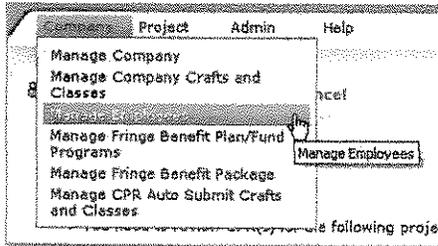


Click on "Save."



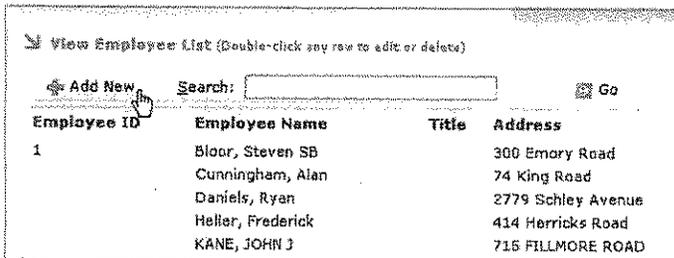
**STEP 4 - Manage Employees -- See Section 3.6 in the user manual**

From the Company menu, select the "Manage Employees" option. The next screen will be the "View Employee List" screen.



Click on "Add New" to add an employee, a screen with two tabs will appear.

- Employee Information
- Craft and Classes



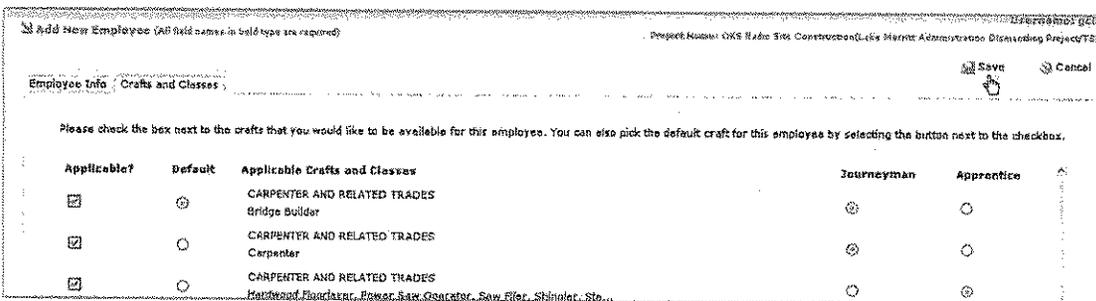
*Note: The mandatory fields must be complete prior to submitting employee data. These fields' text is in bold.*

After completing the employee information, click on the "Crafts and Classes" tab.

Select the job class(es) and that this individual works. This list is generated from the selected Classes and Crafts identified in the previous section. It is preferable to always default the employee's craft; identify the default craft by clicking on the "Default" checkbox.

*Note: This is to reduce the list of available class and crafts in the CPR date entry screen. Each employee may only have one default craft.*

After completing the employee, crafts and counties information, click "Save" if everything was entered properly the computer will indicate, "Employee has been successfully added/updated!"



Repeat these steps for each employee who needs to be added to the system.

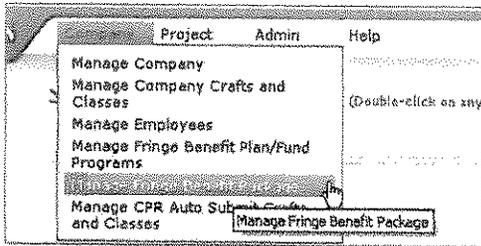
*Note: Employees may be added at any time during the project by repeating this process.*

**STEP 5 - Adding Fringe Benefit Packages (If Applicable) See Section 3.9 in the user manual**

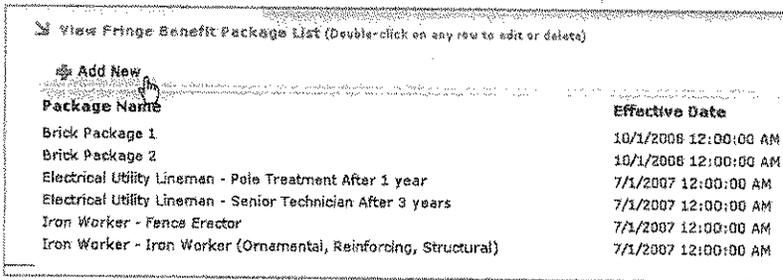
In addition to the basic hourly rate, contractors are generally required to pay fringe benefits either to an employee directly (in cash) or to funds on the employee's behalf. The application has a set of standard fringe benefit categories (such as health & welfare, training, and vacation) as well as fields for other benefit types. The sum of each of the fringe benefit categories and the basic hourly rate equal the total hourly rate paid to the employee.

Fringe Benefit Packages – these are project specific compensation packages for a particular group of employees on the project. Contractors must create Fringe Benefit Packages for each of your projects.

Click "Manage Fringe Benefit Package" from the Company menu. This will open the Manage Fringe Benefit Package screen.



Click the "Add New" button to create a new Fringe Benefit Package for this project. The Benefit Package Summary screen will open.

A screenshot of a software application window titled "View Fringe Benefit Package List (Double-click on any row to edit or delete)". The window contains an "Add New" button and a table with two columns: "Package Name" and "Effective Date".

Package Name	Effective Date
Brick Package 1	10/1/2008 12:00:00 AM
Brick Package 2	10/1/2008 12:00:00 AM
Electrical Utility Lineman - Pole Treatment After 1 year	7/1/2007 12:00:00 AM
Electrical Utility Lineman - Senior Technician After 3 years	7/1/2007 12:00:00 AM
Iron Worker - Fence Erector	7/1/2007 12:00:00 AM
Iron Worker - Iron Worker (Ornamental, Reinforcing, Structural)	7/1/2007 12:00:00 AM

Provide a name to describe the Fringe Benefit Package.

Indicate the effective date and expiration date of this fringe benefit. Provide the standard, regular time, swing time, graveyard, overtime, double and triple time hourly rates for the package.

For each fund provide the straight time, regular time, swing time, graveyard, overtime, double and triple time rate for each fund and hourly rate.

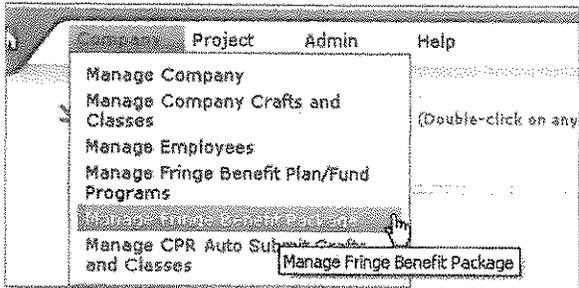
Review to ensure that all the information is complete and then click "Save."

**STEP 6 - Defining Fringe Benefit Package Associations (If Applicable) See Section 3.10 in the user manual**

Defining Fringe Benefit Package associations allows users to link Fringe Benefit Packages to particular crafts and/or employees for defaulting purposes. Each employee and each craft may only be associated with a single Fringe Benefit Package. However, on the certified payroll report screen, users will have the opportunity to select a Fringe Benefit Package other than the default.

To define Fringe Benefit Package associations:

Click "Manage Fringe Benefit Packages" from the Company menu. This will open the Manage Fringe Benefit Package screen.



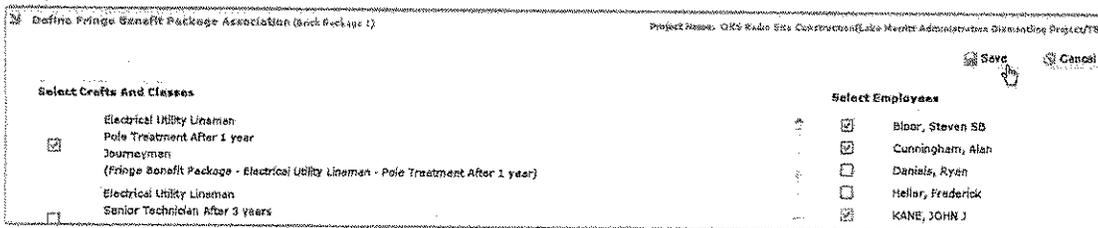
Locate the Fringe Benefit Package for which you want to define associations and click the "Define Associations" link. This will direct your web browser to the Define Associations screen.

Package Name	Effective Date	Expiration Date	
Brick Package 1	10/1/2008 12:00:00 AM	9/30/2009 12:00:00 AM	Define Association
Brick Package 2	10/1/2009 12:00:00 AM	9/30/2009 12:00:00 AM	Define Association

The Define Associations screen is divided into two columns. The column on the left lists all of the company identified crafts and classifications. The column on the right lists all of the employees stored in the application. Select all employees and/or crafts that will default to this Fringe Benefit Package by checking the box next to the name and click "Save."

*Note: if the individual or craft is already associated with another package, the name will be in gray and the associated Fringe Benefit Package will be listed below. You may still select this, but it will replace the existing association with the new one.*

*For defaulting purposes, the application first checks to see if an employee has a default benefit package. If so, the application will apply that package. If not, the application will check to see if the employee's craft has a default Fringe Benefit Package and apply that package. If neither condition is met, then the Fringe Benefit Package will not default.*



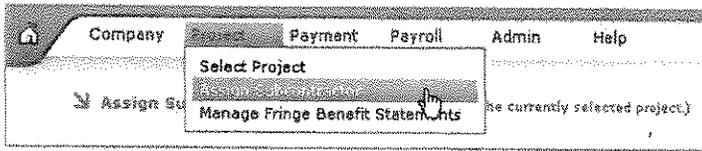
**STEP 7 - Assigning Subcontractors (If Applicable) See Section 4.2 in the user manual**

A subcontractor has to be assigned to a project prior to submitting certified payrolls.

Select a project to which you need to assign subcontractors.

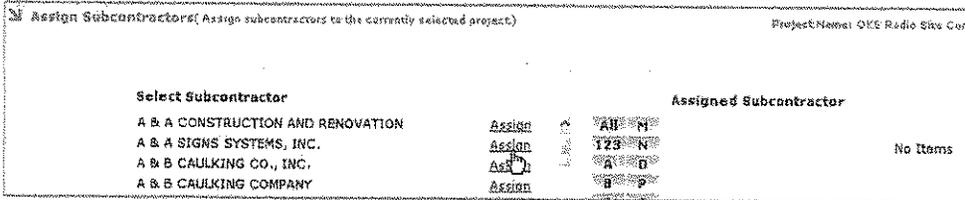
Select from the Project menu "Assign Subcontractor." These firms will be expected to enter weekly payrolls.

*Note: The LAA must assign first-tier /Contractor/Subcontractors before contractors can assign their own subcontractors. If the project(s) is not listed, contact IACAA to determine the status.*



A new screen will appear showing a list of available subcontractors and a list of assigned contractors.

*If a subcontractor does not appear on the list, please contact subcontractor and have them register with MyLCM.*



Enter the contract value into the contract amount box.

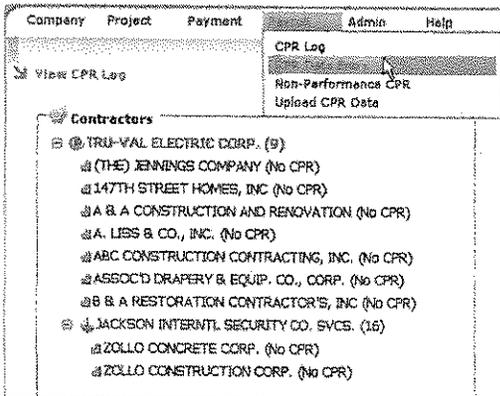
Save the assignment by clicking on "Submit."



STEP 8 - CPR Submittal Process, See Section 5.4 in the user manual

Select a project

From the Payroll menu, scroll down and select "CPR Data Entry". This will direct your web browser to the Employee Selection Screen.



Select the weekend date of the CPR.

*Note: Once the initial CPR report weekend date is selected, all other weekend dates will be limited to those using the same week day for the weekend date.*

Click on the boxes to the left of employee who worked on this project for the weekend date indicated above.

*Note: If any employee performed classification during the week, please indicate the number of counties in the box to the right of the employee's name. This will create an additional record for this employee on the CPR. Leaving this box blank assumes that the employee only performed a single craft during the week.*

CPR Week Ending Date:

Employee Name	No. of Classifications
<input checked="" type="checkbox"/> Bloor, Steven SB	<input type="text"/>
<input checked="" type="checkbox"/> Cunningham, Alan	<input type="text"/>
<input type="checkbox"/> Daniels, Ryan	<input type="text"/>
<input type="checkbox"/> Heller, Frederick	<input type="text"/>
<input checked="" type="checkbox"/> KANE, JOHN J	<input type="text"/>
<input type="checkbox"/> LACAVA, JAMES	<input type="text"/>
<input checked="" type="checkbox"/> Llanos, Abraham	<input type="text"/>
<input type="checkbox"/> Mahoney, Ryan	<input type="text"/>
<input type="checkbox"/> Ott, Jeff	<input type="text"/>

Check if this is the last CPR

Indicate by checking the box if this is the last certified payroll report for the project.

Once the above steps are completed, click "Save." This will direct your web browser to the CPR Employees Screen.

[Add New](#) [Preview](#) [Submit](#)

Weekending Date: 1/19/2008 12:00:00 AM

Status	Employee Name	Job Group Job Class Construction Trade	Project Wages Gross Wages Net Pay	RT Hours ST Hours GT Hours	OT 1.5X Hours OT 2X Hours OT 3X Hours SH Hours	
	Bloor, Steven SB	N/A N/A N/A	\$0.00 \$0.00 \$0.00	0.00 0.00 0.00	0.00 0.00 0.00 0.00	<a href="#">Delete</a>
	Cunningham, Alan	N/A N/A N/A	\$0.00 \$0.00 \$0.00	0.00 0.00 0.00	0.00 0.00 0.00 0.00	<a href="#">Delete</a>

Each of the employees who were selected on the previous screen will be listed. The red light indicator to the left of their name indicates that their record is incomplete. To complete the record, double-click on the red signal light. This will direct your web browser to the Employee CPR Record Screen.

*If at any time you realize that you need to add another employee record, you may do so by clicking the "Add New" button on the CPR Employees Screen. Similarly, you may delete an employee record by clicking the "Delete" link to the right of the employee name.*

click "Save" to save this record. If you are missing any mandatory information, a pop-up window will appear, indicating what is missing. You must complete all mandatory information in order to save the record.

Upon saving, your browser will be redirected to the CPR Employees Screen. The stoplight next to the completed employee record will become green, indicating that the record is complete.

Once all of the employee records are complete (marked with a green light), the certified payroll report is ready to be previewed. Click the "Preview" button to see the completed CPR. Review it to ensure all of the data is correct. Click the "Back" button to return to the CPR Employees Screen.

If everything looked correct, click the "Submit" button.

Click on "Sign" to electronically sign the report. A new window will open. Type in your signature password and click "Sign."

Submit Cancel

I, John Alfano, the undersigned, am the President with the authority to act for and on behalf of TRU-VAL ELECTRIC CORP., certify under penalty of perjury that the records or copies thereof submitted are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

John 10/31/2008  
 OFFICER'S SIGNATURE DATE

individual or individuals named

John  
 OFFICER'S SIGNATURE

Put the instruction here:

Enter Signature Password:  
 ●●●●●●●●

Sign Cancel

**Note: All passwords are case sensitive.**

*If you see a box containing a circle, triangle, and square, it means you haven't yet uploaded your electronic signature file. See Company-Edit User, Section 3.3.*

Click "Submit" on the Statement of Compliance to complete the Certified Payroll and submit it to the agency.

CPR Statement of Compliance Project Name: Phase 7 (West Dublin Pleasanton Station/TSD)

Submit Cancel

I, John Alfano, the undersigned, am the President with the authority to act for and on behalf of TRU-VAL ELECTRIC CORP., certify under penalty of perjury that the records or copies thereof submitted are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

John Alfano 10/31/2008  
 OFFICER'S SIGNATURE DATE

**STEP 9 - Submittal of Non-Performance , See Section 5.7 in the user manual**

Contractors must account for each week of the project from the time they start work until they have completed the project. For those weeks when they are not performing work on the project, they must submit a Non-Performance Report. This report merely indicates that for a particular week, the contractor did not have any prevailing wage employees performing work on the project.

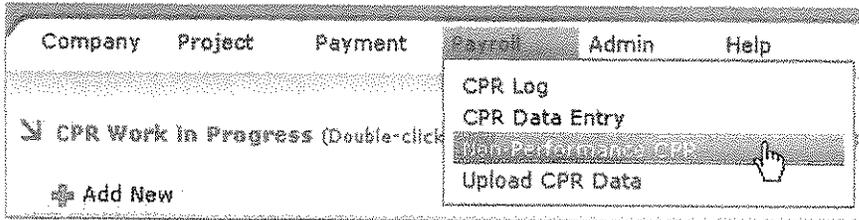
To submit a Non-Performance Report:

Select a project, refer to section 2.4 for which a CPR needs to be prepared.

From the Payroll Reporting menu, scroll down and select "Non-Performance CPR".

Select the weekend date from the dropdown list and click "Submit." This will direct your web browser to the Statement of Non-Performance screen.

*Note: If the non-performance report is the last report for this project, check the box indicating "last CPR."*

A screenshot of the 'Non-Performance Report' form. The form title is 'Non-Performance Report' and the project name is 'OKS Radio Site Construction(Lake Merritt-Administration Demanding Projects/TSD)'. The user is logged in as 'gcBI'. The form contains a 'Certified Payroll Report for the Week Ending:' field with a dropdown menu showing '04/15/2006'. There is a checkbox labeled 'Check if this is the last CPR' which is currently unchecked. At the bottom right, there are 'Submit' and 'Cancel' buttons. A mouse cursor is pointing at the 'Submit' button.

To sign the report electronically, click the sign button. A new window will appear asking for the signature password. Enter the password and click "Sign." This window will close, and an image of the signature will appear on the Statement of Non-Performance.

*Note: All passwords are case sensitive.*

TRU-VAL ELECTRIC CORP.  
2550 PARK AVENUE  
Bronx, NY 10451

STATEMENT OF NON-PERFORMANCE

Date: 11/3/2008

Name of Contractor: TRU-VAL ELECTRIC CORP.

I, Jay Alford, do hereby state that no persons were employed on the construction of the  
Project: OKS Radio Site Construction, Job #: 08-10328D  
during the payroll period commencing on 4/9/2008,  
and ending 4/15/2008

Officer's Signature: Sign  
Name & Title: Jay Alford, resident

Put the instruction here:

Enter Signature Password:  
●●●●●●●●

Sign Cancel

Click "Submit" to complete this process and submit the report. You will return to the CPR Log for this same project.

Note: Non-performance reports do not require approval.

TRU-VAL ELECTRIC CORP.  
2550 PARK AVENUE  
Bronx, NY 10451

Submit Cancel

STATEMENT OF NON-PERFORMANCE

Date: 11/3/2008

Name of Contractor: TRU-VAL ELECTRIC CORP.

I, Jay Alford, do hereby state that no persons were employed on the construction of the  
Project: OKS Radio Site Construction, Job #: 08-10328D  
during the payroll period commencing on 4/9/2008,  
and ending 4/15/2008

## Instructions on How to Enter Corrected Backlog of CPR'S

All WH347 forms that require correction have been communicated back to the local weatherization agencies. The scanned copies of these forms for each LAA were sent via a web site link. If you did not receive notification from OEA, or need to have the URL resent to you, please contact Jan Stehlin at (217) 558-2851.

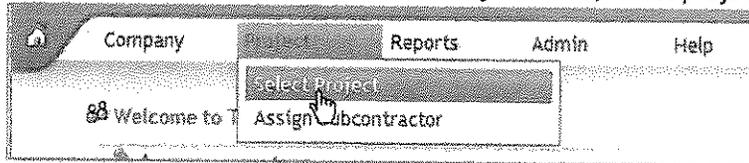
As you review the files, they need to be divided into two groups: Compliance, and Non-Compliance. The Compliance corrections are forms that have incomplete data, wrong worker classification, missing signatures, unchecked boxes, incomplete or full nine-digit Social Security Numbers, or any other written clarification that should appear on the form.

**Non-Compliance** corrections are those revisions that are a result of the wrong hourly wage, or fringe benefits being reported or paid. Non Compliance revised WH347 forms need to be corrected by contacting Hill International, so they may open up a new reporting period in the MyLCM software. These forms must be reentered into the system and may not be scanned in electronically.

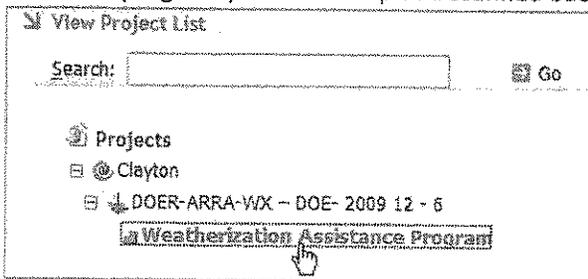
**Compliance corrections** will be allowed to be scanned into the MyLCM system by using the following instructions:

Each corrected WH347 form must be a separate scanned file. Multiple forms and weeks may not be combined together in one scan. Copies of corrected Compliance back-logged CPRs must be named by the weekending date.

Log into the MyLCM system, go to the Project menu, select project.



Select the program you wish to upload scanned back-logged CPRs



Click on the "Associated Documents" tab.



Click on "Add New."

Project Details | Local Information | Associated Documents

+ Add New

Document Name/Description

From the drop-down arrow, select "Other."

Add Document

Document: DAS140

Upload Document: DAS140 Browse...

Save Cancel

In the "Name/Description" field, type your Agency (Company) Name – Corrected CPR- and week ending date of the CPR.

Click on browse and located the scanned file.

Add Document

Document: Other

Name/Description: Company Name - Corrected CPR - w/e 01/01/10

Upload Document: Browse...

Save Cancel

Click on "Open"

Choose File to Upload

Look in: My Documents

Name	Size	Type	Date
Naemal	5 KB	JPEG Image	11/23
electrician-shift	70 KB	Microsoft Office Exc...	11/24
Steem Those Tamales	12 KB	Microsoft Office Wo...	12/7
Section3SummaryReportFrmH...	7 KB	Adobe Acrobat Doc...	1/20/10
ContractSubcontractActivityF...	18 KB	Adobe Acrobat Doc...	1/20/10
Section3SummaryReportFrmH...	58 KB	Microsoft Office Wo...	1/20/10
name card template	13 KB	Microsoft Office Wo...	1/22/10
TRS_LOGO_UPDATED	11 KB	JPEG Image	1/25/10
Cpr 01-01-10	812 KB	Adobe Acrobat Doc...	1/26/10
NYSCSA Interface Report	38 KB	Microsoft Office Exc...	1/26/10
Pabco Certified Payroll Report...	29 KB	Text Document	2/2/10
20306 January 2010 Monthly ...	1,244 KB	Microsoft Office Wo...	2/11/10
Rosalinda Martinez	67 KB	Adobe Acrobat Doc...	3/3/10
TRS Resume_Rosalinda Martinez	218 KB	Microsoft Office Wo...	3/9/10

File name: Cpr 01-01-10 Open

Files of type: All Files (\*.\*) Cancel

Click on "Save."

**Add Document**

Document:

Name/Description:

Upload Document:

You can view or edit the files you have uploaded.

Project Details Local Information **Associated Documents**

✦ Add New

Document Name/Description	Created Date	Created By	Updated Date	Updated By	View	Edit
copy of Adj. check for Thorton w/e	2/8/2011	John Doe				
copy of cpr	2/8/2011	John Doe				
non performance for w/e 1/4/10	2/8/2011	John Doe				
copy of adjustment check for w/e 10/12/10	2/9/2011	John Doe				
Air heating and cooling SNP w/e 01/05/10	2/10/2011	John Doe				
Brown Construction SNP w/e of 01/07/10	2/10/2011	John Doe				
Company Name - Corrected CPR - w/e 01/01/10	2/17/2011	John Doe				

To upload copies of adjustment checks or SNP (only if SNP is first CPR), follow the same instructions.

Once the contractor has entered all of the Compliance backlog CPRs, they should notify the local weatherization agency. Each LAA will need to review and approve each one of the scanned files.

Remember that **Non Compliance** revised WH347 forms need to be corrected by contacting Hill International, so they may open up a new reporting period in the MyLCM software. These forms must be entered into the system and may not be scanned in electronically.

***Any questions regarding MyLCM, please contact the following:***

***Kendra 925/913-7533***

***Rosie 925/913-7550***

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**BID PACKET APPEALS PROCESS**

There are three (3) levels of appeal: the informal conference, the state review, and the formal hearing.

1. The informal conference is conducted by the agency
  - a. The informal conference must:
    1. Be held in a place reasonably convenient to the bidder,
    2. Be conducted, if possible, by an agency staff member who was not involved in the original decision (the IHWAP Coordinator may also attend).
    3. Be held within 15 calendar days of the request.
    4. Afford the bidder an opportunity to bring an interpreter and/or representative.
    5. Afford the bidder an opportunity to present oral and/or written testimony on his/her behalf.

The agency will give the bidder a written statement at the end of the conference describing the results of the conference and citing policy reasons for the decision. A copy of this report must be filed in the procurement bid opening file.

2. State Review
  - a. At the time of the informal conference, the bidder must be given a "Request for State Review" form that is to be completed by the applicant and sent to the Department within 15 days of the date of the informal conference. The agency staff person conducting the informal must be present and explain this to the bidder
3. The agency will provide a copy of "Section V, Appeal/Protest" from the 2011 procedure manual.

The appeal officer is **Anne Wilkerson**, Financial Analyst, at **(815)-987-5565**

**I attest that I have received a copy of the appeals process. I also attest that I read and understood this procedure.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**Ethics Bid Packet Statement**

**CRHS** weatherization funds will not be utilized to purchase goods and/or services for employees and/or their families even if reimbursement is to be received for such goods and/or services. Employees and/or their families may purchase goods and or services directly from **CRHS** weatherization vendors/contractors if the vendor/contractor allows this practice.

Goods and services purchased with **CRHS** weatherization funds are to be used solely for the benefit of the agency and its programs. The use of agency goods and services for personal use by **CRHS** employees or board members is not allowed under any circumstances.

All purchased items are to be received by authorized employees, who indicate which items were received, attach a copy of the purchase order to the invoice, and forward it to the program director for approval of payment. Payment is then made as described in the "Cash Disbursement Section".

**CRHS** has a set of written procedures on file that includes a code of standard of conduct for agency employees. This set of written procedures can be reviewed upon request.

The contractor has read and understands the above Ethics Statement.

\_\_\_\_\_  
Name of Company (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**CERTIFICATE OF WAIVER OF LIEN**

I hereby agree to provide a completed Waiver of Lien for every job completed.

This Waiver of Lien will be provided to City of Rockford Human Services upon completion of the work-order and submission of the invoice.

The Contractor has read and understands the above Waiver of Lien statement.

\_\_\_\_\_  
Name of Company (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS**

I/We (please print) \_\_\_\_\_ certify, to the best of my knowledge and belief, that I am not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any state or federal department or agency.;

Have not, within a three-year period preceding this, been convicted of or had a civil judgment rendered against me for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving property;

Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses;

Have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, local) terminated for cause or default.

\_\_\_\_\_  
Name of Company ( Please print)

\_\_\_\_\_  
Signature Date

**CITY OF ROCKFORD HUMAN SERVICES  
2013 Weatherization Program**

**ASHRAE Standard 62.2**

CRHS weatherization requires using the ASHRAE Standard 62.2.

This standard uses continuous ventilation for the purpose of improving indoor air quality with the removal of pollutants. Contractors must be knowledgeable and reliable with the installation and use of this practice.

The contractor has read and understands the above ASHRAE Standard 62.2 Statement.

\_\_\_\_\_  
Name of Company (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

MECHANICAL  
WEATHERIZATION

LABOR

BID

2013

\*Please fill out every item\*

**BID WORKSHEET**

**MECHANICAL LABOR**

Per State Regulations One year Labor Warranty

**HVAC SYSTEMS**

HVAC SYSTEMS	QUANTITY	LABOR COST
<p><b><u>Install Gas/Propane Forced Air Furnace (80% Eff):</u></b>                      Includes removal and proper disposal of existing heating system. Install new furnace which includes all gas/electrical connections, supply/return plenum transitions and venting for appliance. Installation requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Installation must be in accordance with local code, NFPA Fuel Gas Code and the IHWAP Field Standards Manual.</p>	<p align="center">Each</p>	
<p><b><u>Install Gas/Propane Forced Air Furnace (95% plus Eff):</u></b> Includes removal and disposal of existing heating system. Install new furnace which includes all gas/electrical connections, supply/return plenum transitions and venting for appliance. Installation requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Installation must be in accordance with local code, NFPA Fuel Gas Code and the IHWAP Field Standards Manual. <b>*Weighted Measure*</b></p>	<p align="center">Each</p>	
<p><b><u>Install Gas/Propane Forced Air Furnace (Mobile Home 95% Eff):</u></b> Includes removal and disposal of existing heating system. Install new furnace which includes all gas/electrical connections, supply/return plenum transitions and venting for appliance. Installation requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Installation must be in accordance with local code, NFPA Fuel Gas Code and the IHWAP Field Standards Manual. <b>*Weighted Measure*</b></p>	<p align="center">Each</p>	

HVAC SYSTEMS (Continued)	QUANTITY	LABOR COST
<p><b><u>Install Oil Forced Air Furnace (80% Eff):</u></b> Includes removal and proper disposal of existing heating system. Install new furnace which includes all fuel line/electrical connections, supply/return plenum transitions and venting for appliance. Installation requires Smoke testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing fuel lines for leaks. Installation must be in accordance with local code, NFPA 31 and the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Gas/Propane Forced Water Boiler (80% Eff):</u></b> Includes removal and disposal of existing heating system. Install new boiler which includes all gas/electrical connections, supply/return line connections and venting for appliance. Installation requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Installation must be in accordance with local code, NFPA Fuel Gas Code and the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Gas/Propane Forced Water Boiler (90% plus Eff):</u></b> Includes removal and disposal of existing heating system. Install new boiler which includes all gas/electrical connections, supply/return line connections and venting for appliance. Installation requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Installation must be in accordance with local code, NFPA Fuel Gas Code and the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Gas/Propane Steam Boiler (80% Eff):</u></b> Includes removal and disposal of existing heating system. Install new boiler which includes all gas/electrical connections, supply/return line connections and venting for appliance. Installation requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Installation must be in accordance with local code, NFPA Fuel Gas Code and the IHWAP Field Standards Manual.</p>	Each	

HVAC SYSTEMS (Continued)	QUANTITY	LABOR COST
<p><b><u>Install Electric Forced Air Furnace:</u></b> Includes removal and proper disposal of existing heating system. Install new furnace which includes all electrical connections and supply/return plenum transitions. Installation must be in accordance with local code and the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Heat Pump:</u></b> Includes removal and disposal of existing heating system. Install new heat pump which includes all electrical connections, supply/return plenum transitions, line set installation and system charging/leak testing. Installation must be in accordance with local code and the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Central Air Conditioner:</u></b> Includes removal and disposal of existing A/C system. Install new air conditioner which includes all electrical connections, line set installation and system charging/leak testing. Installation must be in accordance with local code and the IHWAP Field Standards Manual. *Weighted Measure*</p>	Each	
<p><b><u>Install Window Air Conditioner/Heat Pump:</u></b> Includes removal and disposal of existing window A/C system. Install new window air conditioner which includes all electrical connections and ensuring the unit is properly air sealed. Installation must be in accordance with local code and the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Electric Baseboard Heater:</u></b> Includes removal and disposal of existing heating system. Install new baseboard heater which includes electrical connections. Installation must be in accordance with local code and the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Clean and Tune Gas/Propane Forced Air Furnace:</u></b> Includes removal and proper cleaning of blower motor and burners. Adjust burners and gas pressure as necessary. Inspect venting for appliance to ensure it is properly connected and not obstructed. Check and clean thermostat. Cleaning and tuning requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Must be in accordance with the IHWAP Field Standards Manual. *Weighted Measure*</p>	Each	

<p><b><u>Clean and Tune Gas/Propane Forced Air Furnace (Mobile Home):</u></b> Includes removal and proper cleaning of blower motor and burners. Adjust burners and gas pressure as necessary. Inspect venting for appliance to ensure it is properly connected and not obstructed. Check and clean thermostat. Cleaning and tuning requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Must be in accordance with the IHWAP Field Standards Manual. <b>*Weighted Measure*</b></p>	<p>Each</p>	
<p><b><u>Clean and Tune Gas/Propane Forced Water Boiler:</u></b> Includes removal and proper cleaning of burners. Adjust burners and gas pressure as necessary. Inspect venting for appliance to ensure it is properly connected and not obstructed. Check supply lines for leaks. Check and clean thermostat. Cleaning and tuning requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Must be in accordance with the IHWAP Field Standards Manual. <b>*Weighted Measure*</b></p>	<p>Each</p>	
<p><b><u>Clean and Tune Gas/Propane Steam Boiler:</u></b> Includes removal and proper cleaning of burners. Adjust burners and gas pressure as necessary. Inspect venting for appliance to ensure it is properly connected and not obstructed. Check supply lines for leaks. Check and clean thermostat. Cleaning and tuning requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Must be in accordance with the IHWAP Field Standards Manual. <b>*Weighted Measure*</b></p>	<p>Each</p>	
<p><b><u>Clean and Tune Electric Forced Air Furnace:</u></b> Includes removal and proper cleaning of blower motor and cleaning the housing around heating elements. Check and clean thermostat. Must be in accordance with the IHWAP Field Standards Manual. <b>*Weighted Measure*</b></p>	<p>Each</p>	
<p><b><u>Clean and Tune Electric Baseboard System:</u></b> Includes vacuum and cleaning all fins on electric baseboard system. Check and clean thermostat (if applicable). Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	

<p><b><u>Clean and Tune Gas/Propane Space Heater:</u></b>  Includes removal and proper cleaning of burners. Adjust burners and gas pressure as necessary. Inspect venting for appliance to ensure it is properly connected and not obstructed. Check and clean thermostat. Cleaning and tuning requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Clean and Tune Wood Stove:</u></b> Inspect stove, vent connector and chimney for correct clearance from combustible materials. Inspect venting for appliance to ensure it is properly connected and not obstructed. Inspect chimney/vent for creosote build-up and clean if necessary. Cleaning and tuning requires "Worst Case Depressurization" testing. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Clean and Tune Heat Pump:</u></b> Includes removal and proper cleaning of blower motor and cleaning the housing around heating elements. Check and clean thermostat. Check for correct amount of refrigerant. Test for refrigerant leaks. Clean A-Coil. Clean the condensing unit. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Remove and Reset A-Coil:</u></b> Remove cover to gain access to A-Coil. Pump down A-coil to disconnect and remove, clean the supply air side of coil. Inspect the pan to ensure the drain is not obstructed. Install existing A-Coil and recharge. Must be in accordance with the IHWAP Field Standards Manual</p>	<p>Each</p>	
<p><b><u>Install New A-Coil:</u></b> Install New A-coil and Coolant include all fitting and drain line. Repair opening with 26 gauge sheet metal and seal all seams Must be in accordance with the IHWAP Field Standards Manual Including One year Labor Warranty</p>	<p>Each</p>	
<p><b><u>Remove and Dispose A-Coil:</u></b> Remove cover to gain access to A-Coil. Pump down A-coil to disconnect and remove none working A-Coil and Coolant. Repair opening with 26gauge sheet metal and seal all seams Must be in accordance with the IHWAP Field Standards Manual</p>	<p>Each</p>	
<p><b><u>Clean A-Coil:</u></b> Remove cover to gain access to A-Coil. Clean the supply air side of coil. Inspect the pan to ensure the drain is not obstructed. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	

<p><b><u>Install Setback Thermostat:</u></b> Install and program setback thermostat. Instruct client on thermostat operation. Must be in accordance with the IHWAP Field Standards Manual. <b>*Weighted Measure*</b></p>	<p>Each</p>	
<p><b><u>Install Thermostat:</u></b> Install thermostat and instruct client on thermostat operation. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Thermostat Wire:</u></b> Install thermostat wire as specified on work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Ln Ft</p>	
<p><b><u>Install Return Drop Kit:</u></b> Construct and install return plenum. Plenum must be installed with mechanical fasteners and all seams must be sealed. Filter rack must be constructed to fit a common size filter and must include a cover. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Supply Plenum:</u></b> Construct and install supply plenum. Plenum must be installed with mechanical fasteners and all seams must be sealed. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Filter Rack:</u></b> Construct and install filter rack in existing return boot. Filter rack must be constructed to fit a common size filter and must include a cover. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Trunk liner:</u></b> Construct and install Supply/Return Trunk liner must be installed with mechanical fasteners and all seams must be sealed. Must be in accordance with the IHWAP Field Standards Manual</p>	<p>Ln Ft</p>	
<p><b><u>Install Rigid Duct End Cap:</u></b> Install End Cap rigid duct with mechanical fasteners and seal all seams with mastic or approved aluminum duct tape. Duct must be properly secured to framing members. Must be in accordance with the IHWAP Field Standards Manual</p>	<p>Each</p>	
<p><b><u>Install Rigid Vent cap B-Vent Masonry Chimney:</u></b> Install Chimney vent cap rigid metal or duct end cap with mechanical fasteners and seal all seams with High temp sealant or mortar mix approved aluminum duct tape. Duct must be properly secured to framing members. Must be in accordance with the IHWAP Field Standards Manual</p>	<p>Each</p>	
<p><b><u>Install Rigid Duct Elbow:</u></b> Install Elbow rigid duct with mechanical fasteners and seal all seams with mastic or approved aluminum duct tape. Duct must be properly secured to framing members. Must be in accordance with the IHWAP Field Standards Manual</p>	<p>Each</p>	

<p><b>Install Rigid Duct Register Boot:</b> Install new Register boot rigid duct with mechanical fasteners and seal all seams with mastic or approved aluminum duct tape. Duct must be properly secured to framing members. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b>Install Rigid Duct Takeoff:</b> Install Takeoff rigid duct with mechanical fasteners and seal all seams with mastic or approved aluminum duct tape. Duct must be properly secured to framing members. Must be in accordance with the IHWAP Field Standards Manual</p>	<p>Each</p>	
<p><b>Install Rigid Duct:</b> Install new rigid duct run with mechanical fasteners and seal all seams with mastic or approved aluminum duct tape. Duct must be properly secured to framing members. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Ln Ft</p>	
<p><b>Install Flex Duct:</b> Install new flex duct run with zip ties and seal seams at takeoff with mastic or approved aluminum duct tape. Duct must be properly secured to framing members. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Ln Ft</p>	
<p><b>Install Duct Insulation:</b> Install new duct insulation on existing duct run. Insulation must be fastened by mechanical means such as stuck-ups, twine or plastic straps. Must be in accordance with the IHWAP Field Standards Manual. <b>*Weighted Measure*</b></p>	<p>Ln Ft</p>	
<p><b>Seal Duct (Mastic):</b> Install mastic on duct to ensure proper seal. Surface must be cleaned ensuring it is free of dirt and debris prior to installation. Must be in accordance with the IHWAP Field Standards Manual. <b>*Weighted Measure*</b></p>	<p>Ln Ft Duct</p>	
<p><b>Seal Duct (Aluminum Foil Tape):</b> Install aluminum duct tape on duct to ensure proper seal. Surface must be cleaned insuring it is free of dirt and debris prior to installation. Must be in accordance with the IHWAP Field Standards Manual. <b>*Weighted Measure*</b></p>	<p>Ln Ft Duct</p>	

<b><u>Install Floor Register:</u></b> Install new floor register. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Ceiling Diffuser:</u></b> Install new ceiling diffuser ensuring that the duct run is connected. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Electrical Power Supply:</u></b> Install new Box and Switch on heating system. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Drip leg:</u></b> Install new dripleg on gas line. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Black Pipe:</u></b> Install black pipe and fittings as specified on work order. Must be in accordance with the IHWAP Field Standards Manual.	Ln Ft	
<b><u>Install Coated Stainless Steel Flex Gas Line:</u></b> Install coated stainless steel flex line and fittings as specified on work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Gas Appliance Connector:</u></b> Install gas appliance connector as specified on work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Repair Gas Leak:</u></b> Repair leak as specified. Leak repair may include additional trip to site prior to receipt of work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Cap on Gas Line:</u></b> Install Cap open gas line with cap or fitting as specified on work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Gas Valve:</u></b> Install gas valve as specified on the work order for gas fired Furnace/Boiler. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Blower Motor (Only)</u></b> Install Blower Motor as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	

<p><b><u>Install Capacitor</u></b> Install Capacitor for Blower Motor or AC Compressor as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual</p>	<p>Each</p>	
<p><b><u>Install Blower Motor Kit</u></b> Install complete Blower Motor kit that includes: Motor, Housing, Wheel with Shims as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Intermittent Ignition Device (IID):</u></b> Install IID as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Thermocouple:</u></b> Install thermocouple as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Inducer Fan:</u></b> Install inducer fan as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Primary Heat Exchanger:</u></b> Install Primary Heat exchanger as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Secondary Heat Exchanger:</u></b> Install Secondary Heat exchanger as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual</p>	<p>Each</p>	
<p><b><u>Install Circuit Board (Mother Board):</u></b> Install circuit board as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Flame Rollout Sensor:</u></b> Install flame rollout sensor as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Pressure Switch:</u></b> Install pressure switch as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	

<p><b><u>Install High Limit Switch:</u></b> Install high limit switch as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Gas Shut-Off Valve:</u></b> Install gas valve as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Burner:</u></b> Install burner as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Heating Element (Electric Furnace):</u></b> Install heating element as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Condensate Pump:</u></b> Install condensate pump as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Drain Line for Condensate Pump:</u></b> Install a clear vinyl drain line as specified on the work order up to 15'. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Condensate Drain (3/4 PVC):</u></b> Install PVC drain line from furnace to floor drain as specified on the work order up to 15". Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install PVC Exhaust/Intake Furnace:</u></b> Install PVC exhaust/intake on furnace as specified on the work order. A maximum of 25' for each vent. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Condensate Drain Mobile Home:</u></b> Install drain line from furnace condensate pump to existing plumbing in Mobile home or Dwelling as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	

<p><b><u>Install Vent Damper:</u></b> Install vent damper as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Boiler T &amp; P Valve:</u></b> Install boiler T &amp; P valve as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Boiler Discharge Pipe (From T &amp; P Valve):</u></b> Install boiler discharge pipe on T &amp; P valve as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Expansion Tank:</u></b> Install expansion tank for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Circulator Pump:</u></b> Install circulator pump for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Low Water Cut Off:</u></b> Install low water cut off for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Pressure Reducing Valve:</u></b> Install pressure reducing valve for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Flow Control Valve:</u></b> Install flow control valve for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Spiral Air Eliminator:</u></b> Install spiral air eliminator for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Aqua-stat:</u></b> Install aqua-stat for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	<p>Each</p>	

<b><u>Install Pressure/Temperature Gauge:</u></b> Install pressure/temperature gauge for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Fill Valve:</u></b> Install fill valve for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Drain Valve:</u></b> Install drain valve for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Radiator:</u></b> Install radiator for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Supply/Return Water Line (Boiler):</u></b> Install supply/return water line for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Thermostatic Radiator Valve:</u></b> Install thermostatic radiator valve for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Zone Pump:</u></b> Install zone pump for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Zone Valve:</u></b> Install zone valve for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Zone Thermostat:</u></b> Install zone thermostat for boiler as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Install Roof Termination Vent Kit:</u></b> Install roof termination vent kit for Mobile home or Dwelling as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.	Each	
<b><u>Disconnect and Remove Space heater</u></b>	Each	

**WATER HEATER MEASURES**

WATER HEATER MEASURES	QUANTITY	LABOR COST
<p><b><u>Install Electric Water Heater:</u></b> Replace existing/Install water heater as specified on the work order. Installation includes all electrical connections and water supply connections. Installation must be in accordance with local code and the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Gas/Propane Water Heater:</u></b>            Replace existing/Install water heater as specified on the work order. Installation includes water supply connections, all gas/electrical connections and venting for appliance. Installation requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Installation must be in accordance with local code, NFPA Fuel Gas Code and the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Gas/Propane Power Vented Water Heater:</u></b>            Replace existing/Install water heater as specified on the work order. Installation includes water supply connections, all gas/electrical connections and PVC venting for appliance. Installation requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Installation must be in accordance with local code, NFPA Fuel Gas Code and the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Gas/Propane Power Vented Water Heater:</u></b>            New install water heater as specified on the work order. Installation includes water supply connections, all gas/electrical connections and PVC venting for appliance. Installation requires flue gas analysis testing, "Worst Case Depressurization" testing, "Spillage" testing, "Draft" testing, "Carbon Monoxide" testing and testing all gas lines from the meter to all appliances for gas leaks. Installation must be in accordance with local code, NFPA Fuel Gas Code and the IHWAP Field Standards Manual.</p>	Each	

<p><b><u>Install T &amp; P Valve:</u></b> Install T &amp; P valve as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Discharge Pipe (From T &amp; P Valve):</u></b> Install discharge pipe on T &amp; P valve as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Gas Shut-Off Valve:</u></b> Install gas valve on water heater as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Burner Door:</u></b> Install burner door on water heater as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Pipe Insulation:</u></b> Install pipe insulation for water heater supply line as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Water Heater Blanket (Electric):</u></b> Install water heater blanket as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Flue Liner (1 story):</u></b> Install flue liner for gas appliance. Includes installing cap and making connections to the appliance. Flue liner must be sealed where it enters the chimney. Must be in accordance with NFPA and the IHWAP Field Standards Manual. *Weighted Measure*</p>	Each	
<p><b><u>Install Flue Liner (2 story):</u></b> Install flue liner for gas appliance. Includes installing cap and making connections to the appliance. Flue liner must be sealed where it enters the chimney. Must be in accordance with NFPA and the IHWAP Field Standards Manual. *Weighted Measure*</p>	Each	
<p><b><u>Install Flue Liner (3 story):</u></b> Install flue liner for gas appliance. Includes installing cap and making connections to the appliance. Flue liner must be sealed where it enters the chimney. Must be in accordance with NFPA and the IHWAP Field Standards Manual. *Weighted Measure*</p>		

**HVAC HEALTH AND SAFETY**

HVAC HEALTH AND SAFETY	QUANTITY	LABOR COST
<p><b><u>Install Carbon Monoxide Detector:</u></b> Install new carbon monoxide detector as specified on work order. Must be installed as required in the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Smoke Detector:</u></b> Install new smoke detector as specified on work order. Smoke detectors are to be installed on the ceiling 6" from the wall or on the wall 6" from the ceiling. Must be installed as required in the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Batteries</u></b> (Existing Smoke Detector): Install new batteries in the existing smoke detector. Must be installed as required in the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install B-Vent:</u></b> Install B-vent as specified on the work order. . Must be in accordance with NFPA and the IHWAP Field Standards Manual.</p>	Ln Ft	
<p><b><u>Install Single Wall Vent:</u></b> Install single wall vent as specified on the work order. . Must be in accordance with NFPA and the IHWAP Field Standards Manual.</p>	Ln Ft	
<p><b><u>Install Single Wall Vent for Water heater:</u></b> Replace existing vent Install single wall vent as specified on the work order. . Must be in accordance with NFPA and the IHWAP Field Standards Manual.</p>	Each	

<p><b><u>Install Dryer Vent:</u></b> New Install dryer vent as specified on the work order. Installation includes making necessary connections, taping all seams and installation of the termination kit. Must be in accordance with the IHWAP Field Standards Manual.</p>	Ln Ft	
<p><b><u>Install Dryer Vent:</u></b> Replace existing dryer vent as specified on the work order 10' maximum. Installation includes making necessary connections, taping all seams and installation of the termination kit. Must be in accordance with the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Insulate Dryer Vent:</u></b> Insulate dryer vent as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Dryer Vent Termination Kit ( Hood ):</u></b> Install dryer vent termination kit as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Combustion Air Intake:</u></b> Install combustion air intake as specified on the work order. Must be in accordance with the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Disconnect Unvented Gas/Propane Space Heater :</u></b> Includes removal and disposal of existing heating system which includes all gas/electrical connections sealed. IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Under-cut Door:</u></b> Under-cut door as specified on work order. Must be installed as required in the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Fire Extinguisher:</u></b> Install new fire extinguisher as specified on work order. Fire extinguishers are to be mounted near the solid fuel burning appliance. Must be installed as required in the IHWAP Field Standards Manual.</p>	Each	
<p><b><u>Install Exhaust Fan (Replacement Fan):</u></b> Replace existing exhaust fan as specified on work order. Fan must be set at the proper flow rate, as specified, to ensure compliance with ASHRAE 62.2 Ventilation standard. Includes venting fan to the exterior of the dwelling with a proper termination kit and insulating vents that extend through unconditioned spaces. Must be installed as required in the IHWAP Field Standards Manual.</p>	Each	

<p><b><u>Install Exhaust Fan (Replacement Fan)</u></b> Lead: Replace existing exhaust fan as specified on work order. Fan must be set at the proper flow rate, as specified, to ensure compliance with ASHRAE 62.2 Ventilation standard. Includes venting fan to the exterior of the dwelling with a proper termination kit and insulating vents that extend through unconditioned spaces. Lead Safe Weatherization and EPA RRP protocols must be followed during installation. Must be installed as required in the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Exhaust Fan (New Install):</u></b> Install new exhaust fan as specified on work order. Fan must be set at the proper flow rate, as specified, to ensure compliance with ASHRAE 62.2 Ventilation standard. Includes venting fan to the exterior of the dwelling with a proper termination kit and insulating vents that extend through unconditioned spaces. Must be installed as required in the IHWAP Field Standards Manual. <b><u>Install Exhaust Fan (New Install) Lead:</u></b> Install new exhaust fan as specified on work order. Fan must be set at the proper flow rate, as specified, to ensure compliance with ASHRAE 62.2 Ventilation standard. Includes venting fan to the exterior of the dwelling with a proper termination kit and insulating vents that extend through unconditioned spaces. Lead Safe Weatherization and EPA RRP protocols must be followed during installation. Must be installed as required in the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Exhaust Fan Vent (Existing Fan):</u></b> Install vent as specified on the work order. Includes venting fan to the exterior of the dwelling with a proper termination kit and insulating vents that extend through unconditioned spaces. Must be installed as required in the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Insulate Exhaust Fan/Dryer Vent (Existing Vent):</u></b> Insulate vent as specified on the work order. Includes insulating vents to a minimum R-3 that extend through unconditioned spaces. Must be installed as required in the IHWAP Field Standards Manual.</p>	<p>Each</p>	
<p><b><u>Install Transfer Grill:</u></b> Install transfer grill as specified on work order. Must be installed as required in the IHWAP Field Standards Manual.</p>	<p>Each</p>	



