

**American Recovery and Reinvestment Act
Department of Energy Weatherization Assistance Program
Departmental Guidance**

Guidance Number: DOE WAP ARRA No. 6
Date: November 9, 2009
Subject: DOE ARRA Amendment 1 - Contract Language Changes

The purpose of this guidance is to provide DOE Energy Service Providers with modifications to provisions and budgets contained in both the DOE ARRA Contract and the subsequent amendment issued on September 30, 2009. The effective date of all modifications referenced by this guidance memo will be September 30, 2009, which is the same date of the amendment 1 effective date. Should the Contractor be unwilling to accept the provisions of the guidance or proposed amendment, the contract may be terminated, whether under the standard contract terminology or subsequently under the new language found below in paragraph F of ARRA Exhibit A, 1. The chart below provides a complete summary of modified provisions, and amended contract attachments (i.e., Exhibit D - Davis Bacon Wage Classification by Measure, Exhibit B – Reimbursement Rates for Weatherization Measure Reimbursement) and updated DOE ARRA Allocation Spreadsheet. To aid your review, current language and location of the provision appears on the left of the chart, while modified provisions (highlighted in “blue text”) appear on the right. Please note that all modified changes will not be applied retroactively.

Upon the execution of the DOE Contract Amendment, Energy Providers are to ensure that all program operations and administrative activities conform to both the terms and conditions outlined in the DOE ARRA service agreement and the modified provisions offered by way of this memorandum guidance. Agencies electing to not execute the DOE Contract amendment are required to abide by the terms and conditions of the original DOE ARRA contract service agreement, prohibiting contractors from performing direct service activities for outreach, intake (enrollment), and weatherization service activities.

CSD intends to issue a formal contract amendment incorporating all contract language revisions and budget modifications referenced by this grant guidance within the next 30-days.

Section	Current	New
Standard 213A 2.	The term of this agreement is: June 30, 2009 through September 30, 2011	The term of this agreement is: June 30, 2009 through March 30, 2012
ARRA Exhibit D 3.A.	Adequate fiscal performance will be the achievement of at least fifty percent (50%) of stated expenditures by a date to be determined by CSD in conjunction with approval of Contractor's DOE ARRA Local Plan, and consistent with any program or fiscal benchmarks set or modified by U.S. DOE.	Adequate fiscal performance will be the achievement of the Contractor's expenditure benchmarks as outlined in the Contractor's approved DOE ARRA Local Plan. The approval of the Contractor's expenditure goals is contingent on CSD's evaluation and achievement of statewide expenditure goals and any program or fiscal benchmarks set or modified by U.S. DOE.
ARRA	If, at the conclusion of the September	If, at the conclusion of the September

Exhibit D 3.E.	30, 2010 reporting period the Contractor has not achieved 50% of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the State shall enter negotiations with the Contractor to assess a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract...	30, 2010 reporting period, the Contractor has failed to achieve the intended level of expenditure as outlined in the Contractor's approved DOE ARRA Local Plan , the State shall enter into negotiations with the Contractor to assess a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract...
ARRA Exhibit D 4.C.1) b.iv.	Contractors may pay a higher wage rate for the basic weatherization worker than is identified on Attachment IV to this exhibit, however the wage rate for a basic weatherization worker offered by the Contractor may not exceed the current wage rates set for the Doors and Windows Weatherization Worker classification by more than 10%.	Contractor shall ensure that employees and subcontractors performing work specific to the Basic Weatherization worker and the Doors & Windows Weatherization worker classifications are paid, at a minimum, the corresponding wage rates identified on Attachment IV to this exhibit. The application and the use of the HVAC/Furnace/ Heating & Cooling Mechanic wage rates is limited to only those weatherization personnel directly performing activities assigned to this job classification.
ARRA Exhibit D 4.D.2)	Weekly payroll reports, in accordance with Davis-Bacon requirements, must be postmarked no later than the Friday following the weekly payroll period end date and be submitted via U.S. Postal Service to:	Weekly payroll reports, in accordance with Davis-Bacon requirements, must be postmarked no later than seven (7) working days following the issuance of the weekly payroll and be submitted via U.S. Postal Service to:
ARRA Exhibit D Attachment V: Davis Bacon Wage Classifications by Measure	The original document reflected incorrect Prevailing Wage (job) Classification assignments for: Hot Water Flow Restrictors and Showerheads, Thermostat installation, and Duct Repair.	Exhibit D, Attachment V, Davis Bacon Classification by Measure, has been updated (amended) to reflect corrected Davis-Bacon Wage Classification assignments. Please see attached.
ARRA Exhibit F 1.F.	As a condition subsequent to the parties' obligations under this amended Agreement, Contractor shall, by October 30, 2009, submit to CSD a DOE ARRA Local Plan Package, consisting of...	As a condition subsequent to the parties' obligations under this amended Agreement, Contractor shall submit to CSD a DOE ARRA Local Plan Package within ten (10) working days of CSD's approval of Contractor's Davis Bacon Wage Plan consisting of...
Exhibit A 1.	...Unless otherwise specified in the Contractor's DOE Local Plan	...Contractor shall make its services and activities available to the low-

	elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement...	income community within its service area in accordance with the Contractor's approved DOE ARRA Local Plan...
Exhibit B 2.B.3)	<p>The State will initiate repayment process of advance funds in accordance with the advance repayment schedule agreement (CSD Form 144-R) fully executed by Contractor and CSD. The repayment schedule must include the provisions that no less than 30% of the advance be repaid no later than the 3rd month following issuance of the advance and no less than 100% of the advance.</p> <p>In the event any given month's scheduled repayment or portion of a month's repayment cannot be repaid due to an expense reimbursement request insufficient to cover the scheduled payment, the amount that is left unpaid will be added to the following month's scheduled repayment. In the event that less than 100% of the advance is not repaid by the 6th month following the issuance of the advance as agreed, CSD will initiate full liquidation of subsequent expense reimbursements beginning in the 7th month following the issuance of advance and continuing each month until the advance is paid in full.</p>	<p>The State will initiate repayment process of advance funds in accordance with the advance repayment schedule agreement (CSD Form 144-R) fully executed by Contractor and CSD. The repayment schedule must include the provisions that no less than 30% of the advance be repaid no later than the 3rd monthly fiscal expenditure reporting following issuance of the advance and no less than 100% of the advance be repaid no later than the 6th monthly fiscal expenditure report following issuance of the advance.</p> <p>In the event any given month's scheduled repayment or portion of a month's repayment cannot be repaid due to an expense reimbursement request insufficient to cover the scheduled payment, the amount that is left unpaid will be added to the following month's scheduled repayment. At such time that Contractor has achieved 30% repayment, Contractor may elect to restructure the repayment of the advance, through resubmission of CSD Form 144-R. Any advance repayment revision must still provide for 100% of the advance repayment by the 6th month following the issuance of the advance. In the event that less than 100% of the advance is not repaid by the 6th month following the issuance of the advance as agreed, CSD will initiate full liquidation of subsequent expense reimbursements beginning in the 7th month following the issuance of the advance and continuing each month until the advance is paid in full.</p>
Exhibit B 3.C.1	None	Costs associated with certifying and monitoring payroll for Contractor and subcontractors and accounting and tracking of employee time and

		activity for purposes of reporting as it relates to complying with Davis-Bacon requirements shall be considered a Program Cost.
Exhibit B 3.B.1.b	Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies activities associated with monitoring compliance of Davis Bacon, and like services	Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff and related facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and costs associated with the issuance of payroll.
Exhibit B 3.C.5) c.	Crew members participating in on-the-job training or acting in a helper role shall be expensed to training and not to the installation of measures. The length of time for on-the-job training shall be in accordance with the Contractor's internal training program. Wages for the training crew member or helper shall be subject to the Davis-Bacon Act unless they are participants in an apprenticeship program recognized by U.S. Department of Labor or the State Department of Industrial Relations.	Crew members participating in on-the-job training or acting in a helper role shall be expensed to training and not to the installation of measures. The length of time for on-the-job training shall be in accordance with the Contractor's internal training program. Wages for individuals performing weatherization services under this agreement shall be fully subject to prevailing wages under the Davis Bacon Act.
Exhibit B 3.C.5) f.i.	Training is limited to agency or subcontractor personnel who will be performing weatherization services directly funded by ARRA DOE WAP.	Training is limited to agency or subcontractor personnel who will be performing weatherization services directly funded by ARRA DOE WAP with the following exception. i. Third party consultants hired to provide training on Davis-Bacon requirements and actual wages for Contractor staff associated with the training shall be an allowable activity under Training and Technical Assistance.
Exhibit B 3.C.11) b.	Other Program Costs shall include actual wages and labor hours for field staff while not on the job site and program management and support staff, lodging and per diem for field staff, fees for permits, disposals and HERS raters and maintenance of vehicle and equipment in support of direct delivery of services.	Other Program Costs shall include actual wages and labor hours for field staff while not on the job site and program management and support staff, lodging and per diem for field staff, Davis-Bacon compliance , fees for permits, disposals and HERS raters and maintenance of vehicle and equipment in support of direct delivery of services and related facilities,

		utilities, office and computer equipment, telephone, travel, program and supervision and office supplies.
Exhibit B 3.C.13)	None	Agency may request to modify budgetary caps for intake, outreach and client education by submitting justification within the local plan, describing support service plan strategies and activities to be carried-out under this grant. The justification shall include how the costs for these activities differ from normal service activities/strategies, how the proposed activities will result in costs exceeding the budgetary cap and the new percentage cap the agency is proposing.
Exhibit B 4.C.8)	None	Waivers from CSD shall be required for any assessments and diagnostic testing or health and safety and weatherization measure whose cost will exceed the maximum reimbursements allowable.
Exhibit B 4.D.2) b.-c.	b. Reported costs shall exclude labor costs associated with training, labor allocable to administrative functions and general operating expenses. .	b. Reported costs shall include labor costs associated with performing direct support in coordinating the delivery and tracking of direct program services, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, and coordination of subcontracted services. c, Reported costs shall include costs associated with certifying and monitoring payroll for Contractor and subcontractors and accounting and tracking of employee time and activity for purposes of reporting as it relates to Davis-Bacon compliance.
Exhibit F 4.B.3) a. – c.	Contractor shall obtain written permission of the owner-occupied dwelling, and/or of the owner of a rental unit, or his/her agent prior to performing any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Rental Units (CSD 515) or Contractor’s equivalent or the	a. Contractor shall obtain written permission of the owner-occupied dwelling, and/or of the owner of a rental unit, or his/her agent prior to performing any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Rental Units (CSD 515),

	<p>Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent. At a minimum, the written documentation and/or notification shall include the following:</p> <ul style="list-style-type: none"> i. General permission to do assessment and weatherization work; ii. Notification of specific work to be done before the work is done; iii. Notification of significant structural and engineering changes; and iv. Confirmation of work completed. 	<p>the Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent. At a minimum, the written documentation and/or notification shall include the following:</p> <ul style="list-style-type: none"> i. General permission to do assessment and weatherization work; ii. Notification of significant structural and engineering changes; and iii. Confirmation of work completed.
Exhibit F 4.C.1)b.	In the event Ceiling Insulation is not feasible, at least four (4) Priority Measures are installed.	In the event Ceiling Insulation is not feasible, at least three (3) Priority Measures are installed.
Exhibit F 6.B.1)	Contractor shall perform post-weatherization inspections on one-hundred percent (100%) of the total dwellings weatherized under this agreement.	Contractor shall perform post-weatherization inspections on one-hundred percent (100%) of the total dwellings weatherized under this agreement and shall include a reasonable percentage of post-testing of CAS, Blower Door and Duct Blaster diagnostic tests as outlined in the Contractor's approved DOE ARRA Local Plan.
Exhibit F 7.B.3)	Within 60 days of employment, all weatherization employees of Contractor and subcontractors shall receive Basic Weatherization Training.	Within ninety (90) days of employment, all weatherization employees of Contractor and subcontractors shall receive Basic Weatherization Training.
ARRA Exhibit A.1	The office of Management and Budget (OMB) considers all Federal programs with ARRA expenditures to be "high risk" due to the new transparency and accountability requirements.	The Office of Management and Budget (OMB) has established special transparency and accountability requirements for all Federal programs that involve ARRA funding.
ARRA Exhibit A.1.E	<p>5). Should the Federal funding agency have or be will to conduct an investigative or review process, the payment suspension shall be in force until such time as the Federal funding agency affirms or recommends or compels reversal of CSD's finding(s);</p> <p>6). Contract status and payment</p>	<p>E. Provision E. 5) has been deleted in its entirety.</p> <p>F. Notwithstanding the provisions of paragraph E., above, Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in sub-paragraphs E. 6),</p>

	<p>obligations disputes which are not resolved to the mutual satisfaction of the parties through the procedures specified in subparagraphs E.1) to 5) above, shall be resolved in accordance with procedures established for the standard (non-ARRA) CSD programs under applicable Federal and State law, provided CSD may, at its option, withhold ARRA program payments until final resolution of the matter as provided in this subparagraph.</p>	<p>should Contractor determine that any subsequent grant guidance or proposed amendment to the contract is unjustifiably onerous or otherwise inimical to Contractor’s legitimate business interests and ability to implement the contract in an effective and reasonable manner.</p> <ol style="list-style-type: none"> 1) Such notice of termination shall be in writing and shall be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested. 2) Notice shall contain a statement of the reasons for termination with reference to the specific provision(s) in the grant guidance or proposed amendment in question. <p>Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the grant guidance and contract provisions in effect at the time the cost was incurred.</p>
<p>Exhibit B.C</p>	<p>For those weatherization measures that have established maximum labor hours, the labor hours shall be equal to the actual labor hours of the weatherization staff to perform the measure installation up to the maximum hours allowable</p>	<p>This provision has been deleted in its entirety.</p>
<p>Exhibit B.C</p>	<p>When costs for a measure exceed the maximum costs reimbursement, labor hours and/or quantity limits allowed for all priority or optional measures as described in Exhibit B, Attachment II, Contractor shall conduct an energy audit to determine if the additional costs or quantities meet the savings investment ration criteria established by DOE WAP.</p>	<p>When it is found during an assessment that a job will exceed the allowable costs for a measure and/or quantity limits as described in Exhibit B, Attachment II, Contractor can defer the measure or may conduct an audit to see if it meets the allowable SIR. If it does not meet allowable SIR, the measure will not be allowable under the DOE ARRA program.</p> <p>If a non-priority or non-optional measure exceeds the maximum rate or quantity limit, then Contractor</p>

		can seek a waiver from CSD.
Exhibit B Attachment I 2009 ARRA DOE Weatherization Budget	The DOE ARRA allocation spreadsheets reflected an error in the calculation used to both determine and distribute the network's share of administrative funding under the DOE ARRA grant. The calculation error occurred as result of basing the network's share of administrative dollars on 5% of the total funding allocated to the network as opposed to 5% of the total DOE ARRA grant funding.	<p>To correct the calculation error and achieve the desired equitable sharing of administrative dollars between CSD and network providers, CSD modified its calculations to base the network share of administrative dollars on 5% of the overall DOE ARRA grant total and distribute to individual providers by method of three factor formula.</p> <p>As a result, individual agency budgets will be realigned and providers will realize a small increase in administrative funding and reduction in program funding. The change in calculation will not reduce or change overall contract funding amounts. In the next few days, CSD will provide the revised DOE ARRA funding spreadsheet to reflect changes occurring to individual agency allocations, which will require agencies to submit revised contract budgets.</p>
Exhibit B Reimbursement Rates For Weatherization Activities	The Exhibit B Reimbursement Rates For Weatherization Activities established Labor Hour Maximums, per individual weatherization measure/activity.	<p>The Exhibit B, Reimbursement Rate For Weatherization Activities, was amended to incorporate the following changes:</p> <ul style="list-style-type: none"> ○ Labor Hour Maximums were replaced by Cost Maximums, per individual measure. Cost maximums are based on the reimbursement rates applied to the 2008 DOE Program (contract) ○ Maximum of two (2) Blower Door Pre-Test per dwelling ○ Exterior Door Repair and Replacements no longer considered a Minor Envelope Repair – now reflected as a separate measure for Exterior Door Repair and Exterior Door Replacement. ○ Combustion Appliance Safety Testing maximum reimbursement is \$70 for Pre

		and Post-tests <ul style="list-style-type: none">○ Duct Leakage Test maximum reimbursement is \$60 for Pre and Post-tests○ Blower Door Test maximum is \$75 for Pre-Test and \$75 for the Post-tests
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This guidance is an official CSD determination and applicable to all DOE WAP ARRA contracts. The guidance, directives and/or interpretations contained herein shall be deemed to be incorporated into any current DOE WAP ARRA contract pursuant to ARRA Exhibit A Section 1.B. of that contractual agreement between CSD and the local provider, effective immediately upon the date of this guidance.

FOOTNOTES SECTION

1	For purposes of the energy audit, multi-unit buildings or complexes with 2 to 4 units are considered single family dwellings.
2	An inspection of one-hundred percent (100%) of the total number of dwellings weatherized under this Agreement must be completed in accordance with CSD Inspection Policies and Procedures. Reimbursement is allowable for the actual labor hours on the job site only for inspection activity including post-tests for CAS, blower door and Duct Blaster. It does NOT include travel to and from the job site and corrections to measures. If the inspector performs any corrections to measures, the time spend making the corrections shall be included in the amount billed for the measure and shall be subject to Davis Bacon requirements. The percentage of post-testing for CAS, blower door and Duct Blaster for quality control purposes is determined by each agency and shall be included in their local plan subject to CSD approval.
3	Blower door diagnostics are required on 100% of all dwellings in accordance with CSD 2009 PY Interim Policies and Standards and is for shell sealing purposes only not including duct leakage. If blower door is not performed, minor envelope repairs excluding only doors and windows with catastrophic leaks can NOT be installed. Blower door diagnostics can not be used for duct leakage tests. The time expended for the installation for infiltration reduction measures during the test are not chargeable to this line item.
4	A Duct Blaster shall be used to perform duct leakage testing on all dwellings with an FAU. Duct testing is a stand-alone test billed separately, even when performed for a dwelling in which a Blower Door Test is performed for purposes of assessing outside air infiltration.
5	If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Cook Top, Free Standing Range, and Vented Space Heater) Evaporative Cooler, Central HVAC, and Wood-Fueled
6	Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top, Free Standing Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license.
7	Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.
8	The total cost per unit must be allocated to all units in the building being served by the central unit. Total costs of the central unit is subject to the sixty-six percent (66%) or fifty percent (50%) eligibility rule used to weatherize all units in a building.
9	Do not perform if dwelling has an operable evaporative cooler.
10	Repairs also include cleaning and filter replacement when applicable.
11	Reimbursement cannot be claimed under "Other Types Not Listed" for costs that exceed the maximums in the other categories of cooling and heating repairs and replacements.
12	Must be classified as health and safety if a gas or electrical safety hazard exists. Age of the appliance cannot be used as a criterion for replacement. Upgrades in heating and cooling appliances for energy efficiency purposes are subject to the energy audit unless required by Title 24.
13	Special training is a mandatory prerequisite for Contractors before performing Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement. Contractor must contact CSD to schedule training.
14	Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.
15	A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds fifty percent (50%) of replacement cost, or existing unit is not a listed and labeled stove.
16	Repairs and replacements are allowable on pre-existing and vented kitchen exhausts. New vented kitchen exhausts may be installed where one was not existing in mobile homes only.
17	Manual Thermostats may be installed in lieu of Programmable Thermostats only if the old thermostat is inoperable and if it is determined that the client receiving such services will not be able to operate and maintain a Programmable Thermostat properly and it is installed for health and safety reasons.
18	Contractors shall ensure the proper disposal of hazardous wastes products, such as fluorescent lamps (tubes, screw-in and plug-in), batteries, and mercury thermostats in accordance with the Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule.
19	When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the shell leakage is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.
20	If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may not install the infiltration reduction and duct sealing measures identified by this note.
21	If costs should occur such that the maximum time or costs are exceeded, the additional time or costs cannot be charged to Minor Envelope Repair.
22	When installing an exterior door, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units <u>only</u> . Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor. On any dwelling, an <u>existing</u> and functional deadbolt may be reinstalled in the replacement door, with reimbursement limited to labor for the reinstallation.
23	The types of activity allowable under minor envelope repairs are included in EXHIBIT G, DEFINITIONS and the CSD weatherization installation standards.
24	Cabinet retrofits are only allowed for range, cook top, or previously built-in microwaves that have been replaced and are reimbursable under Minor Envelope Repair.
25	Includes sliding glass doors. Does not include weatherstripping applied to attic and crawl space access hatches, to evaporative-cooler and air-conditioner covers, or to open combustion appliance enclosure doors. Expenditures for weatherstripping applied to covers and enclosure doors shall be charged under the appropriate appliance repair line item. When insulation is not installed, applies to access hatches and windows.
26	CSD Policies and Procedures for electric base-load measures state that a replacement refrigerator may be replaced only if it was manufactured in 1992 or earlier. Documentation in the client file shall contain the manufacturer, make, model and age of all replaced refrigerators. Age must be verified utilizing the Refrigerator Energy Use Data at www.waptac.org or other applicable resources, per the 2009 PY Interim Policies and Standards.
27	Attic and floor foundation venting may only be performed in conjunction with ceiling and floor insulation, respectively.

FOOTNOTES SECTION

28	Tier 1 reimbursement maximum rates applies to all HVAC repair and replacement activities occurring within all counties with exception to San Mateo, San Benito, Monterey, Santa Clara, and Santa Cruz counties. Tier 2 reimbursement maximum rates applies to HVAC repair and replacement activities occurring within San Mateo, San Benito, Monterey, Santa Clara, and Santa Cruz counties.
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**EXHIBIT B
(Standard Agreement)**

REIMBURSEMENT RATES FOR WEATHERIZATION ACTIVITIES

Line #	Measure	Type	Classification *	Applicable DOE Climate Zones	Maximum Reimbursement	Quantity Limits Per Job	Measure Life	Footnotes
SECTION: Mandatory - Assessments/Diagnostics								
1	Dwelling Assessment	With Attic	ADS	All zones	\$65	1 assessment per weatherization service	60 days	
		Without Attic			\$40			
		Modified (For reweatherized dwellings)			\$20			
2	Energy Audit		ADS	All zones	\$65	1 audit per dwelling	Until add'l work performed	1
3	Combustion Appliance Safety Test	Pre	ADS	All zones	\$70	1 test per weatherization service	60 days	2
		Post			\$70			
4	Blower Door Test	Pre	ADS	All zones	\$75	2 pre-tests per dwelling 1 post-test per dwelling	Until add'l work	2, 3
		Post			\$75			
5	Duct Leakage Test	Pre	ADS	All zones	\$60	1 test per dwelling	Until add'l work performed	2, 4
		Post			\$60			
6	Contractor Post-Weatherization Inspection		ADS	All zones	3 hrs	1 inspection per dwelling	Until add'l work performed	2
SECTION: Mandatory - Health & Safety (Does not require Energy Audit)								
1	Carbon Monoxide Alarm	Lithium Battery	HSM	All zones for H&S reasons only	\$135	1 occurrence per dwelling; no maximum quantity		
2	Cooling Repair	Multi-Unit Central System	HSM	All zones for H&S reasons only	Tier 1 - \$788, Tier 2 - \$1073 or 50% of replacement (NEW)	1 repair or replacement per MUD unit/building; primary only		5, 6, 7, 8, 10, 11, 12, 28
		AC Forced Air Unit (Split System)			Tier 1 - \$1742, Tier 2 - \$2372 or 50% of replacement (NEW)			
		AC Wall/Window			Tier 1 - \$788, Tier 2 - \$1073 or 50% of replacement (NEW)			
		Evaporative Cooler			Tier 1 - \$726, Tier 2 - \$841 or 50% of replacement (NEW)			
3	Cooling Replacement	Multi-Unit Central System	HSM	All zones for H&S reasons only	Tier 1 - \$1575, Tier 2 - \$2145 (NEW)	1 repair or replacement per MUD unit/building; primary only		5, 6, 7, 8, 11, 12, 28
		AC Forced Air Unit (Split System)			Tier 1 - \$3483, Tier 2 - \$4743 (NEW)			
		AC Wall/Window			Tier 1 - \$1575, Tier 2 - \$2145 (NEW)			
		Evaporative Cooler Roof			Tier 1 - \$1451, Tier 2 - \$1976 (NEW)			
		Evaporative Cooler Window/Wall			Tier 1 - \$1235, Tier 2 - \$1682 (NEW)			
		Multi-Unit Central System			Tier 1 - \$1742, Tier 2 - \$2372 or 50% of replacement (NEW)	1 repair or replacement per MUD unit/building; primary only		5, 6, 8, 10, 11, 12, 28
		Exterior Wall Direct Vent, Interior Wall & Floor Furnace			Tier 1 - \$1742, Tier 2 - \$2372 or 50% of replacement (NEW)			

EXHIBIT B
(Standard Agreement)

Line #	Measure	Type	Classification *	Applicable DOE Climate Zones	Maximum Reimbursement	Quantity Limits Per Job	Measure Life	Footnotes
4	Heating Source Repair	Forced Air Unit (Split System)	HSM	All zones for H&S reasons only	Tier 1 - \$2296, Tier 2 - \$3126 or 50% of replacement (NEW)	1 repair or replacement per dwelling; primary only	DOE Re-wx Rule	5, 6, 10, 11, 12, 28
		Mobile Home Furnace			Tier 1 - \$1631, Tier 2 - \$2221 or 50% of replacement (NEW)			
		Other Types Not Listed			Tier 1 - \$2375, Tier 2 - \$3234 or 50% of replacement (NEW)			
		Package (Dual Pack)			Tier 1 - \$3364, Tier 2 - \$4582 or 50% of replacement (NEW)			
		Wood-Fueled			Tier 1 - \$2375, Tier 2 - \$3234 or 50% of replacement (NEW)			
5	Heating Source Replacement	Multi-Unit Central System	HSM	All zones for H&S reasons only	Tier 1 - \$3483, Tier 2 - \$4743 (NEW)	1 repair or replacement per MUD unit/building; primary only		5, 6, 8, 11, 12, 28
		Exterior Wall Direct Vent, Interior Wall & Floor Furnace			Tier 1 - \$3483, Tier 2 - \$4743 (NEW)	5, 6, 11, 12, 28		
		Forced Air Unit (Split System)			Tier 1 - \$4591, Tier 2 - \$6252 (NEW)	1 repair or replacement per dwelling; primary only		5, 6, 11, 12, 28
		Mobile Home Furnace			Tier 1 - \$3261, Tier 2 - \$4441 (NEW)			
		Other Types Not Listed			Tier 1 - \$4749, Tier 2 - \$6468 (NEW)			
		Package (Dual Pack)			Tier 1 - \$6728, Tier 2 - \$9163 (NEW)			
		Wood-Fueled			Tier 1 - \$4749, Tier 2 - \$6468 (NEW)			
6	Kitchen Exhaust Installation, Repair & Replacement	Range Hoods, Wall/Ceiling Mounts	HSM	All zones for H&S reasons only	\$350	1 repair or replacement per dwelling; mobiles only		16
7	Thermostat	Manual	HSM	All zones for H&S reasons only	\$65	1 thermostat per dwelling		17, 18
8	Water Heater Repair	Multi-Unit Central System	HSM	All zones for H&S reasons only	Tier 1 - \$647, Tier 2 - \$881 or 50% of replacement (NEW)	1 repair or replacement per MUD unit/building		5, 6, 8, 12, 28
		Electric Natural Gas & Propane				1 repair or replacement per dwelling; primary only		5, 6, 12, 28
9	Water Heater Replacement	Multi-Unit Central System	HSM	All zones for H&S reasons only	Tier 1 - \$1293, Tier 2 - \$1761 (NEW)	1 repair or replacement per MUD unit/building		5, 6, 8, 12, 28
		Electric Natural Gas & Propane				1 repair or replacement per dwelling; primary only		5, 6, 12, 28
SECTION: Mandatory - Infiltration Reduction Measures (Requires Energy Audit if cost exceeds maximum limit; to be installed in conjunction with Blower Door/Duct Blaster)								
1	Caulking	Mobile Home	INF	All zones; requires blower door	\$90	1 occurrence per dwelling		19, 20, 21
		Multi-Unit			\$45			
		Single			\$75			
2	Coverplate Gaskets		INF	All zones; requires blower door	\$33	1 occurrence per dwelling		19
3	Ducts Repairs & Replacement		INF	All zones; requires Duct Blaster	All tiers - \$2197	1 repair or replacement per dwelling		21
4	Doors, Sliding Glass	Repair	INF	All zones; catastrophic leak only otherwise requires blower door	\$713	1 repair per dwelling		19, 20, 21
		Replacement			\$1425	1 replacement per dwelling		

**EXHIBIT B
(Standard Agreement)**

Line #	Measure	Type	Classification *	Applicable DOE Climate Zones	Maximum Reimbursement	Quantity Limits Per Job	Measure Life	Footnotes
5	Glass	Replacement	INF	All zones; catastrophic leak only otherwise requires blower door	\$525	1 occurrence per dwelling; no maximum quantity	DOE Re-wx Rule	19, 20, 21
6	Minor Envelope Repair		INF	All zones; requires blower door	\$1331; Disaster Relief \$6500	1 occurrence per dwelling		19, 20, 23, 24
7	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	All zones; requires blower door	\$66	2 covers per dwelling		19, 20, 21
8	Weatherstripping	Hinged Door	INF	All zones; requires blower door	\$44	1 occurrence per dwelling; no maximum quantity		19, 20, 21 25
		Other			Not to exceed \$2.10 per lin ft			
9	Windows	Repair	INF	All zones; catastrophic leak only otherwise requires blower door	\$619	1 occurrence per dwelling; no maximum quantity	19, 20 21	
		Replacement			\$1238			
SECTION: Mandatory - Other Measures (Requires Energy Audit if cost exceeds maximum limit)								
1	Compact Fluorescent Lamps	Hard Wire	EBL	All zones	\$170	2 lamps per dwelling	DOE Re-wx Rule	18
		Thread Based			Not to exceed \$10 per bulb	10 bulbs per dwelling		
2	Duct Insulation		INS	All zones, only if required by Title 24	Not to exceed \$0.95 per sq ft	1 occurrence per dwelling; no maximum quantity		
3	Hot Water Flow Restrictor	Faucet Restrictor	HWR	All zones	\$8	1 occurrence per dwelling; no maximum quantity		18, 26
		Low Flow Handheld Showerhead			\$35			
4	Refrigerator Replacement	Low Flow Showerhead	EBL	All zones	\$27	1 replacement per dwelling		
		19 cu. ft. and below			\$1032			
5	Water Heater Blanket		HWR	All zones	\$1187	1 blanket per dwelling		
					Over 19 cu. ft.		\$55	
6	Water Heater Pipe Wrap		HWR	All zones	Not to exceed \$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity		
SECTION: Mandatory - DOE Priority List (Requires Energy Audit if cost exceeds maximum limit; DOE Climate Zone Specific)								
1	Attic Ventilation		INS	Zones 4 & 5 only, in conjunction with ceiling insulation	\$355	1 occurrence per dwelling; no maximum quantity	DOE Re-wx rule	27
2	Ceiling Insulation	R-value 11	INS	Zones 4 & 5 only	Not to exceed \$0.54 per sq ft (2007 LIHEAP rate)	1 occurrence per dwelling; no maximum quantity		
		R-value 19			Not to exceed \$0.66 per sq ft (2007 LIHEAP rate)			
		R-value 30			Not to exceed \$0.74 per sq ft (2007 LIHEAP rate)			
		R-value 38			Not to exceed \$0.88 per sq ft (2007 LIHEAP rate)			
3	Cooling Repair	Evaporative Cooler		Zone 5 only, if not H&S	Tier 1 - \$726, Tier 2 - \$841 or 50% of replacement	1 repair or replacement per dwelling; primary only	5, 6, 11, 12	
4	Cooling Replacement	Evaporative Cooler Roof	HSM	Zone 5 only, if not H&S	Tier 1 - \$1451, Tier 2 - \$1976	1 repair or replacement per dwelling; primary only	5, 6, 11, 12, 13	
		Evaporative Cooler Window/Wall			Tier 1 - \$1235, Tier 2 - \$1682			
5	Floor Foundation Venting		INS	Zone 4 only, in conjunction with floor insulation	\$360	1 occurrence per dwelling; no maximum quantity		27
6	Floor Insulation	Over 36" Clearance	INS	Zone 4 only	Not to exceed \$1.15 per sq ft	1 occurrence per dwelling; no maximum quantity		
		Under 36" Clearance			Not to exceed \$1.40 per sq ft			

**EXHIBIT B
(Standard Agreement)**

Line #	Measure	Type	Classification *	Applicable DOE Climate Zones	Maximum Reimbursement	Quantity Limits Per Job	Measure Life	Footnotes
7	Kneewall Insulation	R-value 11 ----- R-value 19	INS	Zones 4 & 5 only	Not to exceed \$0.66 per sq ft (2007 LIHEAP rate) ----- Not to exceed \$0.74 per sq ft (2007 LIHEAP rate)	1 occurrence per dwelling; no maximum quantity		
8	Storm Windows	Fixed, Glass Glazing ----- Fixed, Polycarbonate ----- Operable, Glass Glazing ----- Operable, Polycarbonate	INF	Zone 5 only	Not to exceed \$12.40 per sq ft ----- Not to exceed \$18.40 per sq ft ----- Not to exceed \$13.90 per sq ft ----- Not to exceed \$21.40 per sq ft	1 occurrence per dwelling; no maximum quantity		20
9	Thermostat	Programmable	HCM	Zones 4 & 5 only	\$157	1 thermostat per dwelling		17, 18
SECTION: Optional (Requires Energy Audit)								
1	Attic Ventilation		INS	Zones 1 - 3	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		27
2	Ceiling Insulation	R-value 11 ----- R-value 19 ----- R-value 30 ----- R-value 38	INS	Zones 1 - 3	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
3	Duct Insulation		INS	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
4	Floor Foundation Venting		INS	Zones 1 - 3, 5, in conjunction with floor insulation	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		27
5	Floor Insulation		INS	Zones 1 - 3, 5	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
6	Cooling Replacement (Energy Efficiency Upgrades)	Multi-Unit Central System	HSM	All zones for energy efficient upgrades	SIR per Energy Audit	1 repair or replacement per MUD unit/building; primary only	DOE Re-wx Rule	5, 6, 7, 8, 11, 12
		AC Forced Air Unit (Split System)				1 repair or replacement per dwelling; primary only		5, 6, 7, 9, 11, 12
		AC Wall/Window						5, 6, 7, 9, 11, 12, 13
		Evaporative Cooler Roof ----- Evaporative Cooler Window/Wall						5, 6, 11, 12, 13
7	Heating Source Replacement (Energy Efficiency Upgrades)	Multi-Unit Central System	HSM	All zones for energy efficient upgrades	SIR per Energy Audit	1 repair or replacement per MUD unit/building; primary only	DOE Re-wx Rule	5, 6, 8, 11, 12
		Exterior Wall Direct Vent, Interior Wall & Floor Furnace						5, 6, 11, 12
		Forced Air Unit (Split System)				1 repair or replacement per dwelling; primary only		5, 6, 11, 12
		Mobile Home Furnace						5, 6, 12, 14
		Other Package (Dual Pack)						5, 6, 11, 12
		Wood-Fueled						5, 6, 11, 12, 15
8	Kneewall Insulation	R-value 11 ----- R-value 19	INS	Zones 1 - 3	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
9	Shadescreens		HWR	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		

EXHIBIT B
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Line #	Measure	Type	Classification *	Applicable DOE Climate Zones	Maximum Reimbursement	Quantity Limits Per Job	Measure Life	Footnotes
10	Shutters		INF	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
11	Storm Windows	Fixed, Glass Glazing Fixed, Polycarbonate Operable, Glass Glazing Operable, Polycarbonate	INF	Zones 1 - 4	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		20
12	Thermostat	Programmable	HCM	Zones 1 - 3	SIR per Energy Audit	1 thermostat per dwelling		17, 18
13	Timer, Electric Water Heater		HWR	All zones	SIR per Energy Audit	1 timer per dwelling		
14	Tinted Window Film		HWR	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
15	Wall Insulation		INS	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		

*** Classification Key**

ADS	Assessment/Diagnostics
HSM	Health & Safety Measure
INS	Insulation Measure
INF	Infiltration Reduction Measure
EBL	Electric Baseload Measure
HWR	Hot Water Measure
HCM	Heating Cooling Measure

Tier 1 represents those counties whose wage determination for HVAC/Furnace/Heating & Cooling Mechanic is less than \$39.33.
Tier 2 represents those counties whose wage determination for HVAC/Furnace/Heating & Cooling Mechanic is greater than \$39.32.

All maximum reimbursements from 2009 LIHEAP contract unless otherwise noted.

**ARRA EXHIBIT D (2009 ARRA DOE WAP Amendment 1)
(Standard Agreement)**

ATTACHMENT V: DAVIS BACON WAGE CLASSIFICATIONS BY MEASURE

Measure	Prevailing Wage Classification
Assessments/Diagnostics	
Dwelling Assessment	N/A
Energy Audit	N/A
Combustion Appliance Safety Test	N/A
Blower Door Test	N/A
Duct Leakage Test	N/A
Contractor Post-Weatherization Inspection	N/A
Weatherization Work	
Attic Ventilation	Weatherization Worker
Carbon Monoxide Alarm	Weatherization Worker
Caulking	Weatherization Worker
Ceiling Insulation	Weatherization Worker
Compact Fluorescent Lamps - Hard Wire	Electrician - General Residential Wage
Compact Fluorescent Lamps - Thread Base	Weatherization Worker
Cooling Repair	HVAC/Furnace/Heating & Cooling Mechanic
Cooling Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Cover Plate Gaskets	Weatherization Worker
Doors, Exterior (All Other Types)	Doors & Windows Weatherization Worker
Doors, Sliding Glass	Doors & Windows Weatherization Worker
Duct Insulation	Weatherization Worker
Duct Repair	Weatherization Worker
Duct Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Floor Foundation Venting	Weatherization Worker
Floor Insulation	Weatherization Worker
Glass Replacement	Doors & Windows Weatherization Worker
Heating Source Repair	HVAC/Furnace/Heating & Cooling Mechanic
Heating Source Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Hot Water Flow Restrictors and Showerheads	Weatherization Worker
Kitchen Exhaust Installation, Repair & Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Kneewall Insulation	Weatherization Worker
Minor Envelope Repair	Weatherization Worker
Refrigerator Replacement	Weatherization Worker
Refrigerator Replacement - Grounding Plug	Electrician - General Residential Wage
Shadescreens	Weatherization Worker
Shutters	Weatherization Worker
Storm Windows	Weatherization Worker
Thermostat	HVAC/Furnace/Heating & Cooling Mechanic
Timer, Electric Water Heater	Electrician - General Residential Wage
Tinted Window Film	Weatherization Worker

**ARRA EXHIBIT D (2009 ARRA DOE WAP Amendment 1)
(Standard Agreement)**

Measure	Prevailing Wage Classification
Vent Cover, Interior	Weatherization Worker
Wall Insulation, Stucco and Wood	Weatherization Worker
Water Heater Blanket	Weatherization Worker
Water Heater Pipe Wrap	Weatherization Worker
Water Heater Repair	General Residential Plumber
Water Heater Replacement	General Residential Plumber
Weatherstripping	Weatherization Worker
Window Repairs and Replacement	Doors & Windows Weatherization Worker