

WEATHERIZATION ASSISTANCE PROGRAM

SUB-CONTRACTOR AGREEMENT

This contract is made and entered into as of this _____ day of _____, , by and between the **GLEAMNS Human Resources Commission, P O Box 1326, Greenwood, SC** hereinafter referred to as "AGENCY" and, _____, of the City of _____ the State of South Carolina, hereinafter referred to as the "SUB-CONTRACTOR". The period of the contract is through _____.

WITNESSETH:

WHEREAS, the AGENCY is in receipt of funds from the South Carolina Department of Administration, Office of Economic Opportunity, to conduct the Home Weatherization Assistance Program; and

WHEREAS, the SUB-CONTRACTOR hereby enters into a contract utilizing these funds for materials and labor necessary for WEATHERIZATION MEASURES.

NOW THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the AGENCY and SUB-CONTRACTOR do mutually agree as follows:

STATEMENT OF WORK:

The SUB-CONTRACTOR shall furnish all supervision, technical personnel, labor, machinery, tools, equipment, material and service to perform all work required and ordered by the AGENCY on its standard forms and under its standard **Weatherization Price List**, a copy of which is attached as **Exhibit A**. All work performed will comply with the **Standard Work Specifications (SWS)** and other regulatory requirements as established by the State of South Carolina and in strict accordance with the rules and requirements, or code enforcement under all applicable government entities; as determined by the AGENCY.

SPECIAL CONDITIONS:

1. No work shall begin until the AGENCY issues a Notice to Proceed (NTP) work order to the SUB-CONTRACTOR, signed by the **WAP Field Specialist or Director**. The NTP will identify the property to receive services and will include an approved estimate stating specifically the work to be performed. Proceed Orders will be electronically submitted at the option of the AGENCY and the work will begin immediately. If the SUB-CONTRACTOR fails to begin work within said timeframe, the job will be reassigned by AGENCY to another SUB-CONTRACTOR. The AGENCY will notify the SUB-CONTRACTOR of loss of the job due to failure to comply with the time limit imposed.
2. All work must be completed within **seven (7) working days** of the date of the NTP. If any delay is expected for any reason, including reasons beyond the control of the SUB-CONTRACTOR, the SUB-CONTRACTOR must submit a request for additional time in writing. AGENCY will review and grant or deny the extension in writing. At the option of

AGENCY, the **NTP** work order may be canceled if the work cannot be completed within the time frame and any approved extensions. The **SUB-CONTRACTOR** will be notified in writing. Any additional work requested by the client or the **SUB-CONTRACTOR**, or deletion of items from the Work Order, must be approved in advance by the **AGENCY** in writing.

3. **All work** shall be completed in a professional manner and acceptable to the **AGENCY**. All materials must be installed in accordance with the procedures outlined in the **SWS**. All call backs shall be completed within **five (5) working days** after written notice is mailed, faxed or electronically mailed to the **SUB-CONTRACTOR**, at the option of **AGENCY**.
4. The **SUB-CONTRACTOR** shall be responsible to apply **Lead Safe Weatherization** measures to units, especially when it is possible that **lead-based paint** could be present, for the purpose of reducing exposure and/or spreading of **lead-based paint** contaminants for the sake of protecting the health and safety of workers, occupants, and others. **All Lead Safe practices must be documented with pictures.**
5. The **SUB-CONTRACTOR** agrees to indemnify, defend and hold the State of South Carolina and **AGENCY** and any of its employees, directors, and agents harmless from all losses, liabilities, expenses, negligence, claims and/or damages arising from or related to the **SUB-CONTRACTOR**'s performance under this Agreement, and the performance of any of its employees, agents or representatives, including but not limited to neglect in safeguarding the work, defective workmanship or materials, or any act of omission or misconduct, including but not limited to any claims governed under the **Fair Labor Standards Act**.
6. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by **SUB-CONTRACTOR** of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the **AGENCY** of any of its rights under this Agreement or applicable law.
7. The **SUB-CONTRACTOR** shall:
 - a) Have **all licenses and certifications required** by the State of South Carolina and have appropriately trained and certified employee(s) present at each job site.
 - b) Complete **all necessary training classes and certifications as required** by the South Carolina Weatherization Program, for all employees performing the work for the Home Weatherization Assistance Program.
 - c) Keep the premises broom clean and orderly during the course of the work and remove **all** debris at the completion of the work.
 - d) Warrant that all labor and materials furnished and work performed under this Agreement will be free from defects due to, but not limited to, defective materials, defective labor, and/or defective workmanship, as determined by the **AGENCY**, for a period of not less than one (1) year from the date of the satisfactory final inspection of all the work. If final inspection should not pass or should any defect develop during the aforementioned one (1) year period from the date of the satisfactory final inspection of all the work, due to, but not limited to, defective materials, defective labor, and/or

defective workmanship, as determined by the AGENCY, the SUB-CONTRACTOR shall repair the defect or other concern, including any additional necessary repair correlating to the defect and/or other concern, at the SUB-CONTRACTOR'S expense.

The AGENCY will notify the SUB-CONTRACTOR of the defect and/or other concern. The SUB-CONTRACTOR hereby agrees to make proper repair, as determined by the AGENCY, within five (5) working days of the SUB-CONTRACTOR'S receipt of notice of the defect and/or other concern, or a later date as agreed by the AGENCY. Should SUB-CONTRACTOR fail to make proper repair, as determined by the AGENCY, within five (5) working days or a later date as agreed by the AGENCY, the AGENCY may at the AGENCY'S option arrange for the correction of the defect and/or other concern and charge the costs of the correction to the SUB-CONTRACTOR. SUB-CONTRACTOR agrees to pay said costs upon demand. Failure of SUB-CONTRACTOR to pay said costs upon demand warrants the AGENCY'S deduction of said costs from compensation of other SUB-CONTRACTOR projects for the AGENCY Weatherization Assistance Program.

- e) **Provide all necessary documentation to client and AGENCY for warranties on any appliance or equipment properly installed according to SWS at which time Weatherization is being performed.**
- f) Permit **AGENCY** or its designee to examine and inspect the premises where the Weatherization work is being performed at any time.
- g) **Repair all surfaces and work damaged by the SUB-CONTRACTOR resulting from work under this Contract at no additional cost to AGENCY or client. "Repair" means the item is to be placed in equal or new condition either by patching or replacing and properly sealing effected area to stop air infiltration according to SWS. The finished work shall match adjacent work in design, dimension, texture and hue.**
- h) Comply with **all** State of South Carolina requirements, including **all diagnostic tests**.
- i) **EPA certified renovator** when working in pre-1978 housing and possibly exists to disturb painted surfaces of an area **greater than 6 square feet per room for the interior, and/or 20 square feet for exterior work**.
- j) Have **all insulation and air leakage work and all diagnostic testing** done by SUB-CONTRACTOR'S owner and employees, not by subcontractors, as applicable.
- k) The SUB-CONTRACTOR shall ensure **full compliance** with **all** occupational safety and health administration (**OSHA**) laws, rules and/or regulations to include, but not limit to, ensuring employees are properly equipped with protective clothing and equipment during the course of **lead work and follow lead-safe Weatherization practices to ensure health and safety of client and crew**.

PAYMENT

1. No payment shall be made until after final inspection and approval of the work by **AGENCY** Quality Control Inspector (**QCI**). Acceptance of faulty work or failure to discover defects will not relieve the SUB-CONTRACTOR of responsibility as set forth herein. **Payment will be made at the rates set forth in the Weatherization Assistant (NEAT/MHEA) price list attached hereto as Exhibit A. AGENCY may amend the price list at any time by mailing**

a revised price list to the SUB-CONTRACTOR at its address of record. The revised price list will be in effect for every job assigned to the SUB-CONTRACTOR on or after the date of mailing the revised price list. Any item not covered by the price list shall be paid for at a reasonable price specified by the AGENCY in its work order. Any work order for heating unit replacement will not be covered in this contract and will be performed prior to the start of any weatherization measures.

2. SUB-CONTRACTOR shall submit an original invoice upon completion of the work. A signed copy of the work order will be submitted with the invoice. Payment will be issued to the SUB-CONTRACTOR after a satisfactory final inspection. An executed customer warranty agreement must be submitted along with the final invoice.
3. The AGENCY will not assess a fee for the **first final inspection** performed; however, if the inspection fails, there will be a **re-inspection fee of \$80.00** if necessary. If the inspection fails after the second re-inspection, the AGENCY has the right to hire another SUB-CONTRACTOR to complete the work. The amount paid to the new SUB-CONTRACTOR will be deducted from all monies due the original SUB-CONTRACTOR.

If the SUB-CONTRACTOR fails to complete an assigned job within the time allowed by the contract, or if the SUB-CONTRACTOR's work within the time allowed is seriously incomplete or defective, in the sole judgment of the AGENCY, another SUB-CONTRACTOR may be ordered to finish and/or correct the work. Any amount which must be paid to the second SUB-CONTRACTOR to finish and/or correct the work will be deducted from the amount due SUB-CONTRACTOR, and payment will be issued only for the balance remaining.

INSURANCE

1. The following insurance must be carried by the SUB-CONTRACTOR:
 - a) The SUB-CONTRACTOR shall carry or require that there be carried Worker's Compensation Insurance for all its employees and those of its subcontractors engaged in work in accordance with the State of South Carolina Worker's Compensation Laws.
 - Worker's Compensation Insurance, minimum **\$100,000** coverage.
Beginning Date: _____ Expiration Date: _____
 - b) The SUB-CONTRACTOR shall carry Public Liability, which shall include coverage for acts of independent SUB-CONTRACTORS or subcontractors. Such policy shall include the minimum coverage of \$500,000 for each occurrence and \$1,000,000 aggregate. The AGENCY must appear as additional named insured on all certificates of insurance.
 - Beginning Date: _____ Expiration Date: _____
 - c) Current evidence of **all insurance** noted above and below **must** be on file at all times.
 - Other: Lead Safe EPA Certified Firm
Beginning Date: _____ Expiration Date: _____
 - Other: Contractor Pollution Liability coverage.
Beginning Date: _____ Expiration Date: _____

LICENSES and PERMITS

The SUB-CONTRACTOR is responsible for securing **all Licenses and Permits** required by the city, town, or county in which the work is carried out. No payment will be made for work which was or should have been done under a permit until a copy of the permit and the appropriate inspector's sign-off has been submitted to the **AGENCY**.

1. The following **licensing must** be carried by the SUB-CONTRACTOR:
 - a) The SUB-CONTRACTOR shall have **all licensing and certifications as required** by the State of South Carolina and any other governmental entities.
 - b) Current evidence of **all licensing** as noted above **must** be on file at all times. **Please update as new documentation is received.**
 - c) Current evidence of **all required permits and final inspections** shall be provided in a timely fashion and **must be on file at all times. Please update as new documentation is received.**

OTHER CONDITIONS

1. "No person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with [federal] funds...Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 also shall apply to any such [federal] program or activity."
2. This agreement may not be assigned by the SUB-CONTRACTOR in whole or in part. The terms and agreement herein contained shall be binding upon and to the benefit of the parties hereto, their respective heirs, successors, executors, administrator, and assigns.

IN WITNESS WHEREOF, **AGENCY** and SUB-CONTRACTOR have executed this Agreement as of this date first above written.

By signing this contract, the SUB-CONTRACTOR **certifies** that they have not been or currently not suspended or debarred, a copy of which is attached as **Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transactions.**

SUB-CONTRACTOR

Legal Name of Company Tax ID Number

Business Street Address City State Zip

Telephone Fax E-mail

Owner's Signature Date Owner's Printed Name

Weatherization Director Date Chief Executive Officer Date

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