

SUBCONTRACTOR SERVICE AGREEMENT FOR WEATHERIZATION ACTIVITIES

This AGREEMENT made and entered into this _____ day of _____, 2021

By & Between

SEDA-COUNCIL OF GOVERNMENTS, hereinafter referred to as SEDA-COG, with principal place of business at 201 Furnace Road, Lewisburg, Pennsylvania 17837,

And

_____, hereinafter referred to as ("Subcontractor"), with its principal place of business at _____.

ARTICLE 1: GENERAL CONDITIONS

1.1 INDEPENDENT SUBCONTRACTOR

It is mutually understood and agreed between SEDA-COG and Subcontractor that the Subcontractor is an independent contractor. Subcontractor alone is responsible for proper payment of employee wages and compliance with all applicable statutes, ordinances, and regulations concerning his employee's social security, workers compensation and all safety conditions and record keeping requirements under the Occupational Safety and Health Act of 1970 and any amendment thereto, state and federal taxation, and licensing.

ARTICLE 2: SUBCONTRACTOR

2.1 TIME OF PERFORMANCE

Weatherization repairs and replacements shall remain in full effect from November 1, 2021 through October 31, 2022. Once a job is awarded, Subcontractor is required to complete the scope of work within thirty (30) days unless additional time is agreed by the Chief of Weatherization.

2.2 WORKMANSHIP

Subcontractor agrees to perform all work in a workmanlike manner. Workmanlike manner is defined as workmanship which meets or exceeds the criteria indicated in any applicable building codes, materials and installation methods identified in any plans and specifications provided by SEDA-COG and/or defined by industry standards for each trade, and any and all manufacturer standards and specifications. (See Appendix A for Subcontractor Responsibilities and Requirements.)

Subcontractor agrees to supervise and direct the completion of work, using their best skill and attention. Subcontractor shall be solely responsible for all construction means, methods, techniques, sequences and for coordinating and completing all portions of the work in strict compliance with the requirements of the Weatherization Program and detailed on the attached Appendix B: Service Pledge.



2.3 SAFETY

Subcontractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Subcontractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees performing the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the project site or adjacent thereto.

2.4 WASTE REMOVAL

Unless otherwise agreed, subcontractor agrees to keep the projects premises free from clutter and debris, and legally dispose of waste materials and rubbish including unused materials. Subcontractor is required to properly remove and dispose of any items and/or equipment replaced by Subcontractor. Under no circumstances are these items to be kept with landlord or client. Such instances will result in termination of this agreement.

2.5 TAXES

Subcontractor agrees to pay all taxes including, but not limited to income, sales, consumer, use and other taxes required by law necessary for the execution and completion of the work. It is the sole responsibility of Subcontractor to determine what taxes must be paid and to keep complete and accurate records of the payment of all taxes.

2.6 INSURANCE

Subcontractor shall furnish, at his/her expense, and agrees to maintain the following schedule of insurance limits.

Commercial General Liability—

1,000,000 each occurrence
1,000,000 personal and advertising injury
2,000,000 Products-Complete Operations
2,000,000 Aggregate Limit

Such evidence of insurance shall be in the form of a Certificate of Insurance provided to SEDA-COG by the insurance carrier on behalf of the Subcontractor. The certificate shall name SEDA-COG as Additional Insured for Ongoing and Completed Operation coverages. The certificate shall also indicate that the policy provides for at least ten (10) days written notice to SEDA-COG of cancellation. Workers' Compensation—As per Pennsylvania state minimum requirements.



2.7 EMPLOYEES

Subcontractor agrees to enforce strict discipline and order among its employees and shall not employ or utilize for the work any unfit person, any person under the influence of alcohol or illegal drugs or anyone not skilled or trained to properly perform the task assigned to subcontractor.

Subcontractor shall be responsible for the acts and omissions of all its employees, agents, licensees and/or all other persons performing any of the work on behalf of or with Subcontractor.

2.8 SUBCONTRACTS, ASSIGNMENTS, AND DELEGATIONS

Subcontractor shall not delegate any duties it owes to SEDA-COG and/or the property owner under this agreement or assign this Agreement or any rights it has under this Agreement to any entity without the prior written consent of SEDA-COG. No consent by SEDA-COG to any such assignment of rights or delegation of duties shall operate as a waiver or release of Subcontractor obligations to SEDA-COG and property owner under this agreement.

2.9 CORRECTION OF WORK DURING PROGRESS

Subcontractor shall promptly correct any work that fails to conform to the requirements of the Weatherization Programs as determined by SEDA-COG during the progress of the work with no additional costs to SEDA-COG for additional work performed including labor and material.

2.10 WARRANTY

Subcontractor shall carry a warranty of one year from date of completion for all work performed for qualified clients. Should repairs or replacements be warranted, subcontractor will correct at its expense, any defects in material or workmanship.

All warranty work must conform to the workmanlike requirements provided in section 2.2 of this Agreement as provided above.

2.11 CLAIMS AND DAMAGES

Subcontractor shall indemnify and hold harmless: the property owner and SEDA-COG, all ten of SEDA-COG's Weatherization counties including: Montour, Columbia, Perry, Juniata, Mifflin, Snyder, Union, Luzerne, Northumberland, Lycoming and their respective members, agents, licensees and employees from and against all claims, damages, liquidated damages assessed by owner, losses and expenses including all attorney fees and costs of any nature whatsoever ("Claims") arising out of subcontractors performance and/or failure to perform the work in strict compliance with this Agreement.



ARTICLE 3: OVERSIGHT AND MANAGEMENT

3.1 OVERSIGHT

Oversight of the Agreement will be exercised by the Chief of Weatherization Services.

3.2 LIASION

The Weatherization Chief and/or Manager will serve as the contact points for subcontractor communication. They will coordinate the services and serve as the communication link between the agency and the Subcontractor.

The Subcontractor is hereby given notice that *no one Offeror* will be solely responsible for providing service to SEDA-COG Weatherization. Labor rate determined in section 3.3 will be maintained regardless the time of day, day of week, or holiday subcontractor services are rendered. There shall be no separate or additional payments for Subcontractor's employee wages, travel time, or mileage expenses.

3.3 REIMBURSEMENT

Subcontractor is required to submit a detailed quote, analysis, testing, photos and documentation to SEDA-COG, as well as approval from SEDA-COG staff prior to any work performed. The Subcontractor agrees to honor the pricing submitted in response to this request for 12-months at the rate of ____ per person, per hour. Materials may be up-charged no more than 30% than the original price before taxes. Subcontractor agrees to provide a copy of original receipts for individual items over \$500.00. All materials replaced on work performed shall be in new condition. Subcontractor agrees to no more than a 5% up charge on the original receipt if using a contractor for work out of their scope of expertise. Pre- and post- pictures are to accompany the invoice before payment will be released.

SEDA-COG has the discretion to request receipts for any purchases to verify 30% mark up at any time.

3.4 PAYMENT

This agreement will be on a cost reimbursement basis. **Any Subcontractor who does not submit all appropriate pre and post pictures of work performed, Subcontractor invoices (if required), and other items required on Appendix A: Subcontractor Responsibilities and Requirements, will not be reimbursed until all required documentation is submitted and approved by SEDA-COG.**

Subcontractor invoices are paid twice a month; any invoice received by the 1st of the month will be paid on the 15th of the month and any invoice received by the 15th of the month, will be paid on the 31st of that same month.

SEDA-COG shall inspect any work performed over \$800.00 unless work is directly related to Radon Mitigation or Asbestos removal, which requires an air quality post-test.



ARTICLE 4: MISCELLANEOUS

4.1 LEGAL

For all legal actions arising under this agreement between SEDA-COG and the subcontractor, the choice of law shall be Pennsylvania and the venue shall be the Union County Court of Common Pleas.

4.2 WAIVER

Any waiver by either of the parties or any breach of any one or more of the terms and conditions of this agreement shall not be a waiver of any subsequent or other breach of any other term or condition to this agreement.

4.3 SEVERABILITY

If any provision of this agreement shall for any reason and to any extent, be held invalid or unenforceable the remaining provisions of this agreement shall not be affected.

4.4 BREACH

If either party breaches any provision of this agreement the other party shall have the right, at his or her election, to sue for damages for such breach and/or seek other remedies or relief that may be available to him or her.

4.5 FEES FOR BREACH

In the event there is a breach of this agreement, and the non-breaching party incurs legal fees, costs or expenses to rectify the breach or obtain damages or enforcement in court, the breaching party shall pay to the non-breaching party all his or her legal fees, costs or expenses.

4.6 HOLD HARMLESS

To the fullest extent permitted by law the contractor agrees to defend (including attorney fees), pay on behalf of, indemnify, and hold harmless SEDA-COG, its members, elected and appointed officials, employees and volunteers and others working on behalf of SEDA-COG against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from SEDA-COG, its elected and appointed officials, employees, volunteers or others working on behalf of SEDA-COG, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

4.7 MODIFICATION

A modification of any provision of this agreement shall be effective only if made in writing and executed with the same formality as this agreement.



ARTICLE 5: SEDA-COG PROPOSAL REQUIREMENTS

5.1 INQUIRIES

All inquiries concerning this agreement will be submitted in writing and addressed to:

Mandy Fox
SEDA Council of Governments
201 Furnace Road
Lewisburg, PA 17837
570-522-7220

During the procurement process, prospective Offerors shall contact only the individual named above.

In no case shall oral communications take precedence over written communications. Only written communications shall be binding on the RFP.

SEDA Council of Governments assumes no responsibility for representations concerning conditions made by its Officers or Staff prior to the execution of an agreement, unless such representations are specifically incorporated into the RFP by subsequent official written addendum(s). Oral conversations pertaining to modifications or clarifications of the RFP shall not be considered part of the RFP unless confirmed in writing by official written addendum(s).

5.2 DATE, TIME AND PLACE TO SUBMIT PRICING

Original application and contract, in a sealed envelope marked “WX Subcontractor Work” shall be provided and addressed to:

Mandy Fox
SEDA Council of Governments
201 Furnace Road
Lewisburg, PA 17837

Applications shall be accepted until 2:00 on Friday, October 15, 2021. Applications shall be accepted with original signatures in-person, by courier, or the US mail.

Public bid opening will be held at 201 Furnace Road, Lewisburg, PA 17837 on October 15, 2021, at 2:00 PM

It is the sole responsibility of prospective Offerors to take notice of the date and time that applications are due, and to ensure the submittals are received prior to the due date and time.



5.3 INTEGRITY OF PRICING

By signing the Subcontractor RFP, an offeror affirms that he/she has not given any economic opportunity, future employment, gift, loan, gratuity, trip, favor, or service to a SEDA Council of Governments member in connection with the submitted application. Failure to sign the application, or signing it with a false statement, shall void the submission or any resulting agreements, and the Offeror shall be removed from any and all subcontractor and vendor lists.

5.4 PREFERENCES

Preference will be given to each of the following registered enterprises:

Minority Business Enterprises
Women Business Enterprises and
Small Disadvantaged Business Enterprises

5.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response to this RFP, the offeror certifies that in connection with this procurement:

Pricing has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor.

Each person signing the price list certifies either that:

He or she is the person in the offeror's organization responsible for the decision as to any prices being offered herein and that he or she has not participated in and shall not participate in, any action contrary to the requirements of this document.

He or she is not the person in the offeror's organization responsible for the decision as to any prices being offered herein, but that he or she has been authorized to act as agent for the persons responsible for such decision. Furthermore, those persons have not participated in, and shall not participate in, any action contrary to the requirements of this document.

5.6 MISCELLANEOUS

SEDA-COG reserves the right to accept or reject any part of any pricing and/or bids and to accept or reject any/or all submissions without penalty. SEDA-COG reserves the right to waive minor deficiencies and informalities if, the result will serve in the best interests of SEDA-COG.



5.7 EVALUATION PROCESS

SEDA-Council of Governments will evaluate this RFP. SEDA-Council of Governments will determine the best offer(s) on proposals after being approved as a subcontractor for SEDA-COG.

This instrument has been executed and shall have the force and effect by the governing laws of the Commonwealth of Pennsylvania.

By: _____ (Date)
Kim Wheeler, Executive Director

By: _____ (Date)
(Subcontractor Representative Signature)

(Print Name)



Subcontractor Responsibilities and Requirements

This list is reviewed prior to subcontractor approval. This list includes but is not limited to the following:

SEDA-Council of Governments (SEDA-COG) is one of 37 Weatherization (WX) agencies throughout Pennsylvania. SEDA-COG State WX is spread across a ten-county area in Central Pennsylvania. This program is available year-round until all available funds have been expended.

The Scope of Work could include but is not limited to:

HVAC - Repair and/or replacement of multiple heating sources including but not limited to, boilers, heat pumps, oil furnaces, natural gas furnaces and any of those sources combined to create a multi-source heating unit in either a mobile home or stick built home.

GEOTHERMAL – Repair and/or replacement of geothermal heat sources and related components.

ELECTRICAL – Repair and/or replacement of electrical sources that are deemed hazardous or faulty for the client under SEDA-COG’s discretion.

RADON MITIGATION – Installation of radon mitigation systems in homes whom SEDA-COG has deemed radon levels to be high. Note: Air quality post-test results required to be under nationally acceptable level deemed normal.

ABSESTOS REMOVAL – Testing and removal of products containing asbestos including, but not limited to: vermiculite, pipe wrap, tile, and shingles. Note: Air quality post-test results required to be under nationally acceptable level deemed normal.

ROOF REPAIR – Roof repair in areas where leaks are evident.

PLUMBING-Maintaining pipes, tanks, fittings and other apparatus required for the water supply, heating and sanitation in a home.

In order to apply for and be approved as a Subcontractor to participate within these programs certain requirements must be met. They are as follows:

- Subcontractors must provide a copy of the following certifications for **each** employee:
 - OSHA-10
 - Customer Relations
 - Intro to Weatherization
 - PA WAP Training-Field Manual Update Webinar
- (Note: Classes are available online, please contact The Clean Energy Center at 570-327-4768 or email cleanenergy@pct.edu for more information.)
- Please register for certifications within thirty (30) days of signed contract. Once classes are scheduled you will have an additional thirty (30) days to send your certificate to us for your file. If you do not complete certification, we will be unable to use your services.
- The company must be registered with the Pennsylvania Attorney General’s Office as a Home Improvement Contractor and provide a copy of their Certificate of Registration.



- Presently carry, or be able to obtain, Commercial General Liability Insurance, as described under section “206 Insurance. This insurance must be in place prior to the work commencing and remain in place until the completion of the project.
- A current Certificate of Insurance (COI) must be on file with SEDA-Council of Governments.
 - NOTE: SEDA-COG and each community/county where you are requesting to be approved for work must be listed as additionally insured on the Insurance Certificate and mailed to Attn: Weatherization Program, 201 Furnace Road, Lewisburg, PA.
- Subcontractor shall comply with all federal, state, and local laws providing equal employment opportunity, and all other employment laws and regulations.
- Carry Workers’ Compensation, as per Pennsylvania, state minimum requirements.
- Must send in copy of insurance certificate, HIC Certificate, and any certifications required above with application.
- All manufacturer requirements are to be followed.
- All local inspection requirements must be followed, including the purchase of any necessary permits by subcontractor.
- Whenever possible, make repairs instead of replacement. If replacement is warranted, approval by SEDA-COG is required, along with pre- and post- tests, pre- and post- pictures and documentation.
- All chimneys are to be inspected for liners, blockage and/or damage. Damage or blockage is to be repaired.
- All units replaced **must** be tagged with Subcontractor’s name, date of completion, work completed and SSE test results.
- When replacing a mobile home furnace, you must replace the base and SRJ.
- Oil tanks are required to have black iron pipe, fill and vent pipes.
- All distribution heat systems and thermostats must be inspected and, if needed, repaired, or replaced being sized to the home.
- All replaced materials **MUST** be removed from job site – no exceptions. The owner/landlord must be told before work starts.
- Fuel switching is allowed **ONLY** when permission from SEDA-COG is granted.



In order to apply for and be approved as a sub-contractor to participate within the Crisis season certain requirements must be met. These requirements are subject to change pending the state directive. The crisis packet, that we provide, will need completed and turned in for each job by the subcontractor.

- A Manual J is required for all replacements
- Crisis information sheet
- Client completion form (client signature required)
- Quality Control Inspection (client signature required)
- Energy Education (client signature required)
- Appeals form (client signature required)
- Furnace repair/replacement warranty (client signature required)
- Lead Paint Pamphlet (client signature required)
- Deferral of weatherization (if applicable)
- Photo Waiver/Cancellation/Auxiliary Heat Waiver (client signature required)



Service Pledge

Subcontractor agrees:

- To schedule appointments as soon as possible.
- To call ahead and schedule appointments with clients for performance of service requests and/or work orders, even if the work is exterior.
- To be on time for appointments. If delays occur, the subcontractor will call and notify the homeowner at its earliest convenience and reschedule the appointment if required.
- To call the Weatherization staff as soon as possible if having trouble contacting a client.
- To park in the street rather than blocking the homeowner's driveway.
- To identify themselves and the SEDA-COG Program to the homeowner upon arrival to the site.
- To dress and groom in a professional manner.
- No smoking, chewing, dipping or alcohol on the job site.
- To schedule all required follow-up visits immediately and to clean-up all dust, scraps or materials resulting from the work, including proper disposal of all items and/or materials replaced by Subcontractor.
- To not track dirt, oil or grease into a client's home.
- To treat the client with respect and understanding.
- To have client sign all required documentation upon completion of the job.
- To avoid all disagreements with the homeowner and document and report all such occurrences to the Chief of the SEDA-COG Weatherization Program.
- To not comment on other work in the home, and if a serious defect is noticed, report it to SEDA-COG immediately and provide documentation including pictures.