

**Request for Proposals
for
Housing Repair Services
City of Greensboro, NC**

The City of Greensboro's Department of Planning and Community Development requests proposals for one or more business entities to perform Housing Repair Services for housing repairs carried out in conjunction with the residential component of the BetterBuildings for Greensboro program. Available funds for Housing Repair Services total \$240,000 in federal Community Development Block Grant funds (CDBG) from the Department of Housing and Urban Development. Additional funding for BetterBuildings energy conservation upgrades will be provided from U.S. Department of Energy Efficiency Conservation Block Grant (EECBG) funds. The number of contractors selected will be based on ability of respondents to meet the City's anticipated production goals.

The BetterBuildings for Greensboro program is a \$5 million grant program funded through the U.S. Department of Energy (DOE). The goal of the program is to reduce energy consumption in 2,100 residential buildings and approximately 60 commercial buildings. The program offers grant assistance and a rebate and incentive package to qualified homeowners who make home improvement upgrades that result in at least a 15% reduction in their home's energy usage. The BetterBuildings program does not pay for additional repairs outside of its defined scope of service.

Funds under this Housing Repair Services scope of work are for **repair costs (hourly billable rate, materials, and subcontracted services) up to \$10,000 maximum per unit. Repairs are those required to allow effective installation of BetterBuildings program energy efficiency upgrades and/or be deemed necessary for occupant safety.** Allowable repairs include:

- Holes or penetrations in the building envelope [including roof] that allow air or moisture to enter
- System repairs to plumbing or wiring to ensure proper functioning of HVAC or other energy efficiency equipment, fixtures or appliances
- Other repairs deemed necessary to comply with approved BetterBuildings energy reduction measures
- Other repairs deemed necessary for occupant safety

In addition to providing housing repair services, as outlined above, applicants must have the capacity to perform energy efficiency upgrades utilizing the BetterBuildings program funds. However, **successful applicant(s) may not also be an active qualified participating contractor under the Better Buildings program.**

The City will qualify eligible households and distribute projects to selected contractors.

The successful applicant(s) will be responsible for coordination with City Rehabilitation staff to ensure conformance with Citywide Rehabilitation Program repair specifications and cost estimations. All repair activities are subject to federal program requirements outlined in the Community Development Block Grant program and US Department of Energy (DOE) EECBG American Recovery and Reinvestment Act (BetterBuildings) program . All projects must comply with federal and state lead paint hazard requirements. Successful applicant(s) must have current NC Renovation, Repair and Painting certifications, must be Building Performance Institute (BPI) certified and must complete Home Performance with Energy Star training (provided by the BetterBuildings Program). Other relevant certifications are desirable, but not required. Contract awards will be subject to the City's audit and monitoring policy.

Certified HUB/DBE's (Historically Underutilized Business/Disadvantaged Business Enterprise) are encouraged to apply. Prime contractors for this proposal will be required to utilize Good Faith Efforts to achieve M/WBE participation in procurement for materials, services, construction and repair work articles

per the city's M/WBE Plan and follow relevant federal requirements for procurement and hiring. Disclosure of any related business interests or potential conflicts of interest is required. . Questions about the RFP should be submitted to: Mildred Powell, Rehabilitation Services Administrator, Department of Planning and Community Development, at mildred.powell@greensboro-nc.gov., no later than 4:00pm, January 27, 2012. The City reserves the right to choose the firm(s) whose proposal is most advantageous to the program.

Required Qualifications

- A business entity and not an individual
- City of Greensboro Privilege License
- NC Renovation, Repair and Painting certifications
- Building Performance Institute (BPI) Envelope and Analyst certifications
- Experience with rehabilitation cost estimating
- Experience in weatherization, energy efficiency upgrades or green building practices

Additional Preferred Qualifications

- Experience providing rehabilitation services for federal or state funded housing rehabilitation programs
- Ability to leverage private funds to increase scope of work or scale of project
- NC General Contractor's License
- Completed Home Performance with Energy Star training

Application Deadline

All responses to this request for proposals should be delivered unbound in an 8½ x 11" format and delivered to the Reception Desk at the Department of Planning and Community Development, 3rd floor, Room 315, Melvin Municipal Office Building, 300 W. Washington Street, Greensboro, NC or mailed to PO Box 3136, Greensboro, NC 27402-3136. Proposals should be placed in a manila envelope with the words "**Housing Repair Services RFP**" written on the outside of the envelope. **Deadline for proposals is 4:00pm, February 3, 2012.** The City will not consider proposals that are mailed and do not arrive prior to the proposal deadline.

Required Submittal Elements

1. **Cover Letter** – include proposal summary statement indicating that you or your organization meet the required qualifications, Explain your understanding of the program and services to be provided, staff capacity and availability to begin project, and primary business contact information. Letter should be signed by an agent who is legally authorized to enter into a contract on behalf of the organization.
2. **Entity Eligibility** – provide a copy of for profit annual report filing, or non-profit Articles of Incorporation, IRS 501(c)(3) determination letter, and current list of Board Members.
3. **Experience** - detail agency or staff experience with housing rehabilitation, energy conservation upgrades, federal and state rehabilitation program requirements regarding rehabilitation of residential property and rehabilitation cost estimating. Provide locations of offices and key staff to be assigned to the project. Clearly identify experience relevant to the evaluation criteria.
4. **Certifications** - provide proof of any relevant certifications or licenses, at a minimum the following required certifications.
 - a. City of Greensboro Privilege License, as required
 - b. RRP NC Firm Certification

- c. RRP NC Certified Renovator Certificate and a copy of the NC ID card
 - d. BPI Envelope and Analyst Certifications
5. **Financial Capacity** – provide signed, current financial statement that includes assets, liabilities, and net worth.
 6. **Agency Capacity** - assuming median repair costs of \$7,000, detail your monthly job capacity (number of units) beginning in February 2012 and ending August 31, 2012.
 7. **Price Factor** – provide your hourly billable rate.
 8. **Procurement** - identify any services to be procured. Successful applicant(s) will be required to follow City M/WBE and federal policies for procurement of goods and services.
 9. **Conflict of Interest** – provide list of related business entities or other potential conflicts of interest and a copy of your conflict of interest policy. In absence of a formal conflict of interest policy, the City’s policy will be applied.
 10. **Certificate of Insurance** – provide certificates reflecting General Liability (minimum \$1,000,000 per occurrence) and Workers Compensation (as required by statute) coverage. Successful applicant will be required to provide a certificate with the City named as an additional insured.
 11. **Audit and Monitoring Requirements** – provide a signed statement that, if selected, contractor will comply with all City auditing and monitoring requirements as well as federal requirements related to the Community Development Block Grant and ECCBG ARRA (BetterBuildings) programs.
 12. **References** – Provide a minimum of two references for work that is similar or relevant.
 13. **DOE ARRA Reporting Requirements** – Indicate that you have reviewed, understand and agree to submit data required by DOE for energy conservation upgrades made on each unit.

Evaluation Criteria

Proposals will be evaluated on the basis of completeness and demonstrated understanding of the scope of work to be performed. Award will be made to the responsible applicant(s) whose proposal is most advantageous to the program.

Qualifications	Weighting Factors
Demonstrated understanding of the scope of work to be performed	20
Experience with residential rehabilitation and cost estimating	20
Experience in weatherization, energy efficiency upgrades or green building practices	10
Agency Capacity	10
Financial Capacity	10
Price Factor	10
Required Certifications	20
	100
Bonus Points	
Additional Preferred Qualifications	10

Timeframe:

All work funded under this program must be completed by August 31, 2012.

Amendments:

The City of Greensboro reserves the right to amend the parameters and scope of the project in order to address any unforeseen circumstances and to expedite the expenditure of Community Development Block Grant (CDBG) and Energy Efficiency Conservation Block Grant (EECBG) Program funds.

Attachments:

Standard Federal Terms and Conditions – U.S. DOE
BetterBuildings DOE Contractor Reporting Data Requirements
City of Greensboro American Recovery and Reinvestment Act Rider for U.S. DOE
Certification Regarding Lobbying
City of Greensboro Housing Rehabilitation Standards
City of Greensboro Specifications for Housing Rehabilitation

**STANDARD FEDERAL TERMS AND CONDITIONS
UNITED STATES DEPARTMENT OF ENERGY
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM**

INTRODUCTION

These Terms and Conditions are standard requirements for grant awards under the United States Department of Energy's ("DOE") Energy Efficiency and Conservation Block Grant ("EECBG") Program. The DOE may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence. All work and/or expenditure of funds must occur within the approved term of this Agreement. The City of Greensboro ("City") cannot authorize any payments until all parties sign this Agreement.

SEC.1. FEDERAL PROVISIONS INCORPORATED BY REFERENCE

The following Office of Management and Budget (OMB) Circulars and federal laws, regulations, and guidelines are incorporated by reference as part of this Agreement. OMB Circulars may be accessed on the OMB web site at www.whitehouse.gov/omb/circulars/index.html or by calling the Office of Administration, Publications Office, at (202) 395-7332. Federal regulations may be accessed at <ftp://ecfr.gpoaccess.gov>. The Contractor must include in its subcontracts or subawards the provisions below that apply to the particular organization concerned.

- a. 42 United States Code (USC) Sections 17151 — 17158
- b. Title 10 Code of Federal Regulations (CFR) Part 600: Department of Energy (DOE) Financial Assistance Regulations
- c. Energy Efficiency and Conservation Block Grant Funding Opportunity Announcement DE-FOA-0000013, CDFA Number 81.128
(<https://vwww.fedconnect.net/FedConnect/>)
- d. OMB Circular A-102: Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- e. OMB Circular A-87: Cost Principles for State, Local and Tribal Governments
- f. OMB Circular A-133: Audits of States, Local Governments, and Non-Profit Organizations

SEC. 2. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

The Contractor will obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this contract.

SEC. 3. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal Statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

SEC. 4. FUNDING LIMITATIONS

Any federal, State, and local laws and regulations applicable to this contract that is not expressly listed in this Agreement are incorporated herein as part of this Agreement. The funding source(s) and applicable restriction(s) identified below apply to this contract:

- a. Funding for this Agreement is dependent upon a federal grant agreement, which is scheduled to terminate on August 2, 2012. Funding for this Agreement is subject to the approval of the applicable Federal Government agency, federal law, federal court judgments, and/or federal agency orders that may affect the provisions or terms of this Agreement.
- b. Energy Efficiency and Conservation Block Grant (EECBG) funding for this Agreement is approved as part of the EECBG grant. Grant funds may be used only for eligible activities as provided in 42 U.S.C. Section 17154(3)(13) and as approved in the Block Grant Guidelines.
- c. Grant funds may not be used to supplant (i.e., take the place of) previously budgeted funds for this project, whether Recipient funds or funding from other grants. This includes budgeting for staff, contractors, or supplies. Funds may be used to supplement an existing budget.
- d. No EECBG grant funds may be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.
- e. Local governments (i.e., the City) may not use more than twenty percent (20%) of the grant funds awarded or \$250,000 whichever is greater (EISA Sec 545(b)(3)(B)), for the establishment of revolving loan funds.
- f. Local governments (i.e., the City) may not use more than twenty percent (20%) of the grant funds awarded or \$250,000, whichever is greater (EISA Sec 545(b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of

assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government.

SEC. 5. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this contract, you may add the program income to the funds committed to the contract and use it to further eligible project objectives.

SEC. 6. CEILING ON ADMINISTRATIVE COSTS

Contractors are expected to manager their administrative costs. Neither the City nor DOE will amend this contract solely to provide additional funds for changes in administrative costs. The Contractor shall not be reimbursed in this contract for any administrative costs in excess of ten percent (10%) of the amount of the contract.

SEC. 7. SUBGRANTS AND LOANS

The Contractor hereby warrants that it will ensure that all activities by any of its subcontractors to accomplish the approved Project Description or Statement of Project Objectives are eligible activities under 42 U.S.C. 171534(1)-13.

Upon the Contractor's selection of the subcontractor, the Contractor shall notify the City's Project Manager with the following information for each, regardless of dollar amount:

- Name of Subcontractor
- DUNS Number
- Subcontract amount
- Statement of work including applicable activities

SEC. 8. CONTRACTING AND PROCUREMENT PROCEDURES

A. General Requirements All Subcontracts

The Contractor will ensure that any subcontractors it hires pursuant to this Agreement are paid in compliance with federal and state prevailing wage laws in accordance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act and the North Carolina Wage and Hour Act. When advertising for a subcontracting opportunity under this contract, the Contractor will attach the applicable wage determinations to the advertisement, solicitation, and resulting subcontract. The Contractor will be liable and responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this contract.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline. The budget must include an itemized list of expenses, including, where applicable, detailed descriptions of all administrative costs, overhead, travel, materials and supplies, equipment, and contract labor.
- Provisions that ensure compliance with federal and state prevailing wage laws.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Contractor, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- Any additional requirements specified in the federal provisions incorporated by reference on pages 2-3 of this Agreement.
- The provisions required by 10 Code of Federal Regulations (CFR) Section 600.236(i).
- The "Retention of Records" provisions specified in this Agreement.
- Audit provisions specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Language conforming to the "License" provision in this Agreement.
- National Policy Assurances, where applicable.
- Language conforming to the "Lobbying Activities" provision in this Agreement.
- All provisions in Section 25 of this Agreement, "Additional Requirements for Federally-Funded Grants."

B. Specific Requirement to Submit Subcontract Documentation

Within 30 days or less after execution of any subcontract for services or products under this contract, the Contractor must submit to the City's Project Manager a copy of the following support documentation:

- The complete, finally executed subcontract, and
- The applicable wage determinations for any and all labor and mechanic work, to be performed under the subcontract.

The City must approve the applicable wage determinations prior to the commencement of any work under such a subcontract. The City's approval and execution of this contract does not constitute the City's approval of any prevailing wage rates identified by the Contractor on Exhibit B to this contract. The DOE's review of prevailing wage determinations will occur after an EECBG Program Grant Award has been approved and executed and the City has submitted this documentation. Installation costs incurred prior to the DOE's approval of such documentation are not reimbursable under this Agreement and will be disallowed. The Contractor must include these requirements in all subcontracts. These requirements apply to all subcontracts for services to achieve the objectives of this contract, including subcontracts paid for entirely with cost share funds.

C. Requirement to Maintain Subcontract Documentation

In addition to submitting the specific documentation identified in subsection (B) above, the Contractor must maintain the following documentation and provide them promptly upon request by the City's Project Manager:

- all solicitations for services or products required to carry out the terms of this contract;
- copies of the proposals or bids received;
- if applicable, justification and cost analysis for noncompetitive proposals in accordance with 10 CFR 600.236(d)(4) specifying why competitive procurement was infeasible and which of the following circumstances applies:
 - ❖ The item is available only from a single source;
 - ❖ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - ❖ DOE authorizes noncompetitive proposals; or

- ❖ After solicitation of a number of sources, competition is determined inadequate.
- copies of subcontracts executed.

D. Additions, Removal or Substitutions of Subcontractors

The City reserves the right to replace a subcontractor, request additional subcontractors, and approve replacement or additional subcontractors requested by the Contractor. Failure to comply with the requirements of this Section may result in the termination of this contract.

SEC. 9. REPORTING REQUIREMENTS

The reporting requirements for this contract are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2 attached hereto as Exhibit A. Failure to comply with these reporting requirements is considered a material breach of contract. Noncompliance may result in the withholding of future payments. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other contracts involving EECBG funds, may also result in a debarment action to preclude future contracts by Federal agencies.

SEC. 10. LICENSE

- A. On all inventions developed hereunder and patents or patent applications derived from such inventions, the City and the DOE shall be granted a no-cost, nonexclusive, nontransferable, irrevocable worldwide license to use for or on behalf of the City or Federal Government. Contractor must obtain agreements to effectuate this clause with all persons or entities obtaining ownership interest in the patented subject inventions.
- B. The City and DOE make no claim to intellectual property that existed prior to this contract and was developed without DOE and City funding. If applicable, the Contractor gives notice that the items listed in the Intellectual Property attachment or exhibit have been developed without DOE or City funding and prior to the start of this contract. This list represents a brief description of the prior developed intellectual property. A detailed description of the intellectual property, as it exists on the effective date of this contract, may be necessary if City or DOE funds are used to further develop the listed intellectual property. This information will assist the parties to make an informed decision regarding intellectual property rights.
- C. The Commission shall be granted a no-cost use of the technical data first produced or specifically used in the performance of this contract.

SEC. 11. PUBLICATIONS

- A. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- B. An acknowledgment of City of Greensboro and federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: This material is based upon work supported by the California Energy Commission and the Department of Energy under Award Number DE-0000905."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the California Energy Commission, the United States Government, nor any agency thereof, nor any employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the California Energy Commission, the United States Government, or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the California Energy Commission, the United States Government, or any agency thereof."

SEC. 12. DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the City's Project Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City's Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City's Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City's Project Manager, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for

damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach may be resolved by mediation if the parties mutually agree, or in a court of competent jurisdiction Greensboro, Guilford County, North Carolina.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

SEC. 13. SITE VISITS

The City, the DOE, and/or their designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Contractor must provide and must require subcontractors to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

SEC. 14. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS- SENSE OF CONGRESS

It is the sense of the Congress of the United States that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

SEC. 15. LOBBYING RESTRICTIONS

Contractor agrees that none of the funds disbursed pursuant to this contract shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

SEC. 16. NONDISCRIMINATION CLAUSE

This award is subject to the provisions of 10 CFR Part 1040.1 *et seq.* The Contractor will certify its commitment to comply with this law by executing and returning to the City's Project Manager, the DOE Form 1600.5, U.S. DOE "Assurance of Compliance, Nondiscrimination in Federally Assisted Programs", attached hereto as Exhibit B.

SEC. 17. CERTIFICATIONS REGARDING LOBBYING AND DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This contract is subject to the provisions of 10 CFR Part 601, 2 CFR Part 180, 2 CFR Part 901, and 10 CFR Part 607. By accepting funds under this award, the Contractor agrees that none of the funds obligated under this agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation. The Contractor shall disclose lobbying activities by completing and signing the "Disclosure of Lobbying Activities" , attached hereto as Exhibit C and returning it to the City's Project Manager.

SEC. 18. NATIONAL POLICY ASSURANCES

The Contractor agrees to adhere to and include in all subawards and subcontracts the requirements set forth in the attached "National Policy Assurances" attached hereto as Exhibit D. Terms are self-deleting to the extent they do not apply to a particular type of activity or award.

SEC. 19. FEDERAL INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

A. In addition to the "License" provisions in Section 7 of this Agreement, the Recipient must conform to "Federal Intellectual Property Provisions" (Exhibit C Attachment C-5) included in this Agreement, A list of all intellectual property provisions may be found at <http://www.oc.doagov/financial assistance awards.htm>.

B. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual Property \(IP\) Service Providers for Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual Property (IP) Service Providers for Acquisition.pdf).

SEC. 20. DECONTAMINATION AND/OR DECOMMISSIONING (D &D) COSTS

Notwithstanding any other provisions of this Agreement, neither the DOE nor the City shall be responsible for or have any obligation to the Contractor or its subcontractors or subawardees for (i) Decontamination and/or Decommissioning (D&D) of any of the City's or the Contractor's or its subcontractors' or subawardees' facilities, or (ii) any costs which may be incurred by the Contractor's or its subcontractors' or subawardees in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

SEC. 21. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The Contractor is restricted from taking any action using federal funds for projects under this award that would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing a final NEPA determination regarding these projects.

If the Contractor moves forward with activities that are not authorized for federal funding by the DOE Contracting Officer in advance of the final NEPA determination, the Contractor is doing so at risk of not receiving federal funding, and such costs may not be recognized as allowable cost share.

If the Contractor is conducting construction activities, it must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

SEC. 22. HISTORIC PRESERVATION

Prior to the expenditure of EECBG Program funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) outlined in 36 CFR Part 800, consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 of the NHPA applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. Contractor shall avoid undertaking any project activities that result in an adverse effect to historic properties pending compliance with Section 106. Section 110(k) of the NHPA applies to DOE funded activities.

In order to fulfill the requirements of Section 106, the City and the Contractor must consult with the North Carolina Department of Cultural Resources, (NCDCCR), and, if applicable, the North Carolina State Commission for Indian Affairs (NCSCIA), to ensure proposed projects will have no adverse effects on any historic resources.

The Contractor certifies that it will retain sufficient documentation to demonstrate that it has received the required approval(s) from the NCDCCR or the NCSCIA for the project, if applicable. The Contractor shall avoid taking any action that results in an adverse effect

to historic properties pending compliance with Section 106. The Contractor shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Contractor shall make this documentation available to the City and/or the DOE upon request (i.e., during a post-award audit).

SEC. 23. AVAILABILITY OF FEDERAL FUNDS

It is mutually agreed that partial or whole funding for this Agreement is dependent upon a federal agreement (DE-EE0000767/000) that has a scheduled budget period end date of August 2, 2012, and is subject to the following provisions: (1) This Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement; (2) Funding for this Agreement is subject to the approval of the U.S. Department of Energy (DOE) and to any additional restrictions, limitations, or conditions imposed by DOE, federal law, federal court judgments, and/or federal agency orders which may affect the provisions or terms of this Agreement; (3) If Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds; and (4) The DOE has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

SEC. 24. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

SEC. 25. DISCLOSURE AND USE OF REBATE PROCEEDS AND OTHER COST SHARE FUNDING

The City is required to disclose all sources of cost share funding that will support the projects and activities under this Agreement, including the receipt of any utility or manufacturer rebates for which the Contractor qualifies through the purchase or installation of energy efficiency measures under this Agreement. Such "cost share funding" sources include, but are not limited to: repayments to and interest earned on a revolving loan fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds. Contractors shall adjust payment requests for cost reimbursement by any cash available from any of these cost share funding sources. Contractors that earn program income as defined at 10 CFR Part 600.124 may add the program income to the funds provided under this Agreement and used to further eligible project objectives.

SEC. 26. SPECIFIC REQUIREMENT TO SUBMIT WASTE MANAGEMENT PLAN

Prior to the proposed project activities generating any waste, the Contractor is required to submit a copy of its Waste Management Plan to the City's Project Manager. This Waste Management Plan will describe the Recipient's plan to dispose of any sanitary or hazardous waste generated by the proposed project activities. Sanitary and hazardous waste includes, but is not limited to, construction and demolition debris, old light bulbs, fluorescent ballasts and lamps, piping, roofing material, discarded equipment, debris, and asbestos. The Contractor's Waste Management Plan must comply with all federal, state, and local laws and regulations governing waste disposal. The Contractor shall make its Waste Management Plan and related documentation available to the City and/or DOE upon request (i.e., during a post-award audit).

SEC. 27. RETENTION OF RECORDS

The Contractor shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

SEC. 28. SINGLE AUDIT ACT

In order to be eligible for EECBG Program funding, all cities, counties, and lead collaborative applicants must be in compliance with the requirements of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156, and Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governmental, and Non-Profit Organizations. More specifically, OMB Circular A-133, Subpart B, Section .200 requires that non-Federal entities which expend \$500,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year. Thus, prior to the City reimbursing the Contractor for any project costs, the Contractor must demonstrate compliance with the Single Audit Act and OMB Circular A-133. If after four months following the execution of this Agreement the Contractor is not in compliance with these requirements, the City reserves the right to terminate this Contract and reallocate EECBG Program funding, as provided in the Block Grant Guidelines.

Further, in executing this Agreement, the Contractor understands and acknowledges that compliance with the Single Audit Act and OMB Circular A-133 is mandatory and that failure to comply at any time during the period of this Agreement could adversely affect the City's ability to reimburse project costs, and may require the termination and reallocation of the grant award.

SEC. 29. CASH MANAGEMENT IMPROVEMENT ACT

In accordance with 31 United States Code (U.S.C.) Sections 3335, 6501, and 6503 (the Cash Management Improvement Act, or CMIA) and implementing regulations at 31 CFR Part 205, the City must minimize the time elapsing between the drawdown of funds from the DOE and the disbursement of funds. The City will request reimbursement to occur as close as possible to the disbursement. The Contractor will also comply with all applicable CMIA provisions and regulations.

SEC. 30. PROJECT EXTENSIONS

Project extensions are not permitted for EECBG grants. Projects must be completed and operational by the ending term date of this Agreement. If a project cannot be completed within the term of this Agreement, the Agreement will be terminated and remaining grant funds unencumbered.

SEC. 31. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS

The Contractor recognizes that the City may use these EECBG funds for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The DOE intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the City under this award pertaining to the programs identified herein. The City will incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Contractor agrees to incorporate to the maximum extent practicable the best practices and other guidelines into its activities, practices, and procedures in this contract.

SEC. 32. INDEMNIFICATION

To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Greensboro, its agents, officers, and employees, and the United States Department of Energy, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the United States Department of Energy and the City of Greensboro, their agents, officers, and employees with legal counsel reasonably acceptable to both the United States Department of Energy and the City of

Greensboro. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the United States Department of Energy or the City of Greensboro that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

SEC. 33. TERMINATION FOR CAUSE.

If the Contractor refuses or fails to prosecute the work or any separable part thereof with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for cause. Before terminating this contract for cause pursuant to this section, the City shall deliver a “Notice of Termination” to the Contractor specifying the nature of the breach or default. The Notice of Termination will state how the breach or default may be corrected and the time period by which such breach or default shall be corrected. If Contractor fails to remedy the breach or default or any of the terms, covenants, or conditions of this contract within the time period specified in the Notice of Termination, the City shall have the right to terminate the Contract without any further notice or obligation to Contractor. Any such termination for cause shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default. In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plants on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City resulting from the Contractor's refusal or failure to complete the work within specified time. This liability includes any increased costs incurred by the City in completing the work and reasonable attorney’s fees.

SEC. 34. TERMINATION FOR CONVENIENCE.

The performance of work under this contract may be terminated in whole or in part by the City upon delivery to the Contractor of a written “Notice of Termination for Convenience” specifying the extent to which such termination becomes effective, provided that such notice shall be given sixty (60) days prior to the date such cancellation or reduction is to be effective. After receipt of the Notice of Termination, except as otherwise directed by the City’s Project Manager, the Contractor shall stop work under this contract on the date and to the extent specified in the Notice of Termination; place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the portions of the contract that is not terminated; terminate all orders and subcontracts to

the extent they relate to the performance of work terminated by the Notice of Termination; assign to the City in the manner, at the time, and to the extent directed by the City's Project Manager all of the right, title, and interest of the Contractor under order and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; complete the performance of such part of the work that has not been terminated by the Notice of Termination; and take such action as may be necessary, or as the City's Project Manager may direct for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the City has or may acquire an interest.

BETTER BUILDINGS PROGRAM RESIDENTIAL PROGRAM WORKSHEET (Contractors Section)

Property Address: _____

Contractor: _____ Date: _____

Signature: _____

COLOR KEY	AUDIT	RETROFIT	Directions: Any applicable colored fields are mandatory. White fields are voluntary.
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		Definition	
		Example	This Project
This section is for collecting general data about the building on which the retrofit was/will be performed.			
GENERAL BUILDING DATA			
Year Constructed	1962		Please enter the year that the construction of the building was completed. This field is voluntary. If the data are collected by your program, it will be helpful to report. We prefer to have the year that the building was built. If the exact year is not known, please provide an estimate.
Building Floorspace (square feet)	2500		The floor area of the housing unit that is enclosed by exterior walls. The following are included: basements, whether or not they contain finished space; finished and/or heated space in attics; and garages, if they have a wall in common with the house. Not included are: crawl spaces, even if they are enclosed from the weather, and sheds and other buildings that are not attached to the house.

		Definition	
		Example	This Project
COMPLETED BUILDING AUDITS			
This section is for collecting information about residential building audits.			
Date of Audit Completion	1/15/2011		Please indicate when the audit was completed. If multiple audits were completed, please report the audit that is most relevant to enabling a subsequent retrofit to be undertaken. The audit data can be updated in future reports by ensuring that the unique ID # is used consistently.
Was direct installation a component of the audit? (Y/N)	No		Direct installation refers to the placement of energy saving low-cost measures, which can be done in conjunction with a home energy audit. Potential measures include compact fluorescent light bulbs, low-flow showerheads and faucet aerators, water heater wraps, water pipe insulation, furnace filters, refrigerator/freezer thermometers, and setback thermostats.
Auditor Business Name	Energy Solutions		Full name of the company who performed the audit.
Auditor Certification (drop down)	BPI		Select any certifications that apply to the person(s) who performed the audit.
Audit Software (drop down)	CSG Real Home Analyzer		Please select the software that the auditor used to estimate energy savings.
Total Job Hours	4		Information on job hours could be requested from auditors and obtained on the audit report itself. Reporting audit job-hours may also be done through estimation following discussions with the auditors who are part of your program, based on an average number of hours per audit completed.
Total Audit Invoiced Cost (\$)	\$ 300.00		For the audit costs, we are only requiring the total invoiced audit cost (i.e., what the contractor is ultimately being paid).
Copy of Audit Report Uploaded (1 if yes)			Please indicate whether the audit report for this building is available to be uploaded (e.g., in PDF or a zip file) via a web portal.
Estimated electricity saved per year (kWh)	1900		Include the estimate of kWh savings possible per year based on the audit report. If multiple recommendations on savings potential are available, please report the maximum potential savings without regard to cost-effectiveness.
Estimated % savings of kWh per year	26%		To determine the estimated percent energy savings, divide the estimated electricity savings (kWh) per year by the building owner's electricity use (kWh) over the past 12 months. Depending on the program, homeowners may receive annual energy use data from audit software or from their utility bill.
Estimated natural gas savings per year (therms)	200		Include the estimate of possible therms savings per year based on the audit report. If multiple recommendations on savings potential are available, please report the maximum potential savings without regard to cost-effectiveness. If the building does not use natural gas, go to the next section.
If CCF units preferred, enter estimated CCF saved per year instead.			Include the estimate of possible CCF savings per year based on the audit report. If multiple recommendations on savings potential are available, please report the maximum potential savings without regard to cost-effectiveness. If the building does not use natural gas, go to the next section.
Estimated % savings natural gas per year	20%		To determine the estimated percent energy savings, divide the estimated natural gas savings (therms or CCF) per year by the building owner's natural gas use (same units) over the past 12 months. Depending on the program, homeowners may receive annual energy use data from audit software or from their utility bill.
IF OTHER PRIMARY FUELS ARE APPLICABLE: Select energy fuel (drop down)			If the building uses an energy source other than electricity or natural gas, please indicate the appropriate units and the quantity of potential fuel savings estimated by the audit.
Units for the energy fuel indicated above			Please select the appropriate units from the dropdown menu.
Expected annual energy savings per year [in units above]			Please include the estimated other primary fuel saved (in the above selected units) based on the audit report.
Estimated % savings per year			To determine the estimated percent energy savings, divide the estimated savings (specified units) per year by the building owner's energy usage (same units) over the past 12 months. Depending on the program, homeowners may receive annual energy use data from audit software or from their utility bill.

		Definition	
		Example	This Project
RETROFIT INFORMATION			
This section is for collecting information relating to retrofits that were performed.			
Retrofit Start Date (mm/dd/yyyy)	2/1/2011		Please enter the date the retrofit started. A retrofit is defined as a project that is anticipated to achieve at least 15% energy savings over the course of the BetterBuildings program. A project site can undergo multiple retrofits to achieve greater than or equal to 15% energy savings.
Retrofit Completion Date (mm/dd/yyyy)	2/14/2011		Please enter the date on which the retrofit was completed. A retrofit is defined as a project that is anticipated to achieve at least 15% energy savings. If multiple retrofits were completed, indicate the last retrofit completed, and the cumulative results from the work. The retrofit data can be updated in future reports by ensuring that the unique ID # is used consistently.
Name of Contractor Company			Enter the full name of the company who performed the retrofit.
Contractor Certification 1 (drop down)	BPI		Please select any applicable contractor certifications, whether there were multiple contractors, or there was one "whole house" contractor. A contractor must follow BPI standards AND be certified, in order to count as being BPI-certified.
Contractor Certification 2 (drop down)			Please select any applicable contractor certifications, whether there were multiple contractors, or there was one "whole house" contractor. A contractor must follow BPI standards AND be certified, in order to count as being BPI-certified.
Contractor Certification 3 (drop down)			Please select any applicable contractor certifications, whether there were multiple contractors, or there was one "whole house" contractor. A contractor must follow BPI standards AND be certified, in order to count as being BPI-certified.
Total Retrofit Job Hours	15		Please indicate how many job hours (persons multiplied by hours worked) total were needed to complete the project.
Total Retrofit Invoiced Cost	\$ 20,000.00		Enter the total cost of the retrofit (customer contribution plus BetterBuildings funds plus other leveraged funds.) Other leveraged funds can include those from both Federal and non-Federal sources (ECCBG, SEP, financial institutions listed in the LOAN PRODUCT INFO tab, etc.)
INSTALLED MEASURES / NEW EQUIPMENT			
This section is for collecting information about what measures or equipment were installed as part of the retrofit.			
HEATING			
This subsection is for collecting information about heating equipment that was installed as part of the retrofit.			

Furnace (#)			If a new furnace was installed, please indicate by entering a '1' in the field.
Model Number	58MVB		Enter the model number.
AFUE	97%		The Annual Fuel Utilization Efficiency (AFUE) is the measure of seasonal or annual efficiency of a furnace or boiler. It takes into account the cyclic on/off operation and associated energy losses of the heating unit as it responds to changes in the load, which in turn is affected by changes in weather and occupant controls. Procedures to test AFUE are defined by the Department of Energy (DOE) in 10 Code of Federal Regulations Part 430, Appendix N to Subpart B.
Fuel Type (drop down)	natural gas		Select the type of fuel used for heating. Options include electricity, natural gas, propane, fuel oil #2, kerosene, wood (hardwood), wood (softwood), wood pellets, coal (anthracite), coal (bituminous)
Boiler (#)			If a new boiler was installed, please indicate by entering a '1' in the field.
Model Number			Enter the model number.
AFUE			The Annual Fuel Utilization Efficiency (AFUE) is the measure of seasonal or annual efficiency of a furnace or boiler. It takes into account the cyclic on/off operation and associated energy losses of the heating unit as it responds to changes in the load, which in turn is affected by changes in weather and occupant controls. Procedures to test AFUE are defined by the Department of Energy (DOE) in 10 Code of Federal Regulations Part 430, Appendix N to Subpart B.
Fuel Type (drop down)			Select the type of fuel used for heating. Options include electricity, natural gas, propane, fuel oil #2, kerosene, wood (hardwood), wood (softwood), wood pellets, coal (anthracite), coal (bituminous)
Wood Stove (#)			If a new wood stove was installed, please indicate by entering a '1' in the field.
Model Number			Enter the model number.
Fuel Type (drop down)			Select the type of fuel used for heating. The full suite of options include electricity, natural gas, propane, fuel oil #2, kerosene, wood (hardwood), wood (softwood), wood pellets, coal (anthracite), coal (bituminous), but just select amongst the wood options which best apply.
Water Heater (#)			If a new water heater was installed, please indicate by entering a '1' in the field. Water heaters include any of the following types: Storage water heater, Dedicated boiler with storage tank, Instantaneous water heater, Heat pump water heater, Space-heating boiler with storage tank, Space-heating boiler with tankless coil, Solar, and Solar preheat.
Model Number	21V50-2		Enter the model number.
Fuel Type (drop down)	natural gas		Select the type of fuel used for heating. Options include electricity, natural gas, propane, fuel oil #2, kerosene, wood (hardwood), wood (softwood), wood pellets, coal (anthracite), coal (bituminous)
Energy Factor	0.60		For water heaters, Energy Factor is the ratio of useful energy output from the water heater to the total amount of energy delivered to the water heater. The higher the EF, the more efficient the water heater. Procedures to test the EF of water heaters are defined by the Department of Energy (DOE) in 10 Code of Federal Regulations Part 430, Appendix E to Subpart B.
HEATING/COOLING			This subsection is for collecting information about heat pumps that can serve both heating and cooling needs.
Heat Pump (#)			If a new heat pump was installed, please indicate by entering a '1' in the field. Heat pumps include both ground source heat pumps (i.e., geothermal heat pumps), and air-source heat pumps.
Ground Source or Air-source?			Please indicate whether the heat pump is a ground source heat pump or an air-source heat pump. Ground source heat pumps are renewable energy systems. See rows 197 through 205, below.
If Ground Source Heat Pump, report COP			The heating efficiency of a ground-source heat pump is indicated by its coefficient of performance (COP), which is the ratio of heat provided in Btu per Btu of energy input.
If Ground Source Heat Pump, report EER			The cooling efficiency of a ground-source heat pump is indicated by the Energy Efficiency Ratio (EER), which is the ratio of the heat removed (in Btu per hour) to the electricity required (in watts) to run the unit.
If Air-Source Heat Pump, report HSPF			Heating efficiency for air-source electric heat pumps is indicated by the heating season performance factor (HSPF), which is the total space heating required during the heating season, expressed in Btu, divided by the total electrical energy consumed by the heat pump system during the same season, expressed in watt-hours.
If Air-Source Heat Pump, report SEER			Cooling efficiency is indicated by the seasonal energy efficiency ratio (SEER), which is the total heat removed from the conditioned space during the annual cooling season, expressed in Btu, divided by the total electrical energy consumed by the heat pump during the same season, expressed in watt-hours.
COOLING			This subsection is for collecting information about cooling equipment that was installed as part of the retrofit.
Air Conditioner (#)	1		If a new air conditioner was installed, please indicate by entering a '1' in the field. Air conditioners may include central A/C, mini-split A/C, or window A/C.
SEER	16.0		Seasonal Energy Efficiency Ratio (SEER) is a measure of equipment energy efficiency over the cooling season. It represents the total cooling of a central air conditioner or heat pump (in Btu) during the normal cooling season as compared to the total electric energy input (in watt-hours) consumed during the same period. SEER is based on tests performed in accordance with AHRI 210/240.
EER			Energy Efficiency Ratio (EER) is a measure of the instantaneous energy efficiency of cooling equipment. EER is the steady-state rate of heat energy removal (e.g. cooling capacity) by the equipment in Btuh divided by the steady-state rate of energy input to the equipment in watts. This ratio is expressed in Btuh per watt (Btuh/watt). EER is based on tests performed in accordance with AHRI 210/240.
Model Number	hs16-261v-4p		Enter the model number.
Ventilation System (1 if yes)			If a new ventilation system was installed, please indicate by entering a '1' in the field.
Intermittent/Continuous Exhaust (drop down)			Select whether the ventilation system is intermittent or continuous exhaust. Intermittent: An intermittently operating, manually controlled, local mechanical ventilation system. These are generally exhaust systems designed to remove point source contaminants in bathrooms and kitchens. Continuous: A system that is designed to operate continuously or under automatic control. These would include HRVs, ERVs, supply systems integrated into the HVAC system, and local exhaust systems controlled to run automatically. See below for definitions of HRVs and ERVs.
HRV/ERV (drop down)			Select the type of energy recovery system. There are two types of energy-recovery systems: heat-recovery ventilators (HRV) and energy-recovery (or enthalpy-recovery) ventilators (ERV). Both types include a heat exchanger, one or more fans to push air through the machine, and some controls. With an energy-recovery ventilator, the heat exchanger transfers a certain amount of water vapor along with heat energy, while a heat-recovery ventilator only transfers heat.
ENERGY CONSERVATION MEASURES			This subsection is for collecting information about energy conservation measures that were installed as part of the retrofit.
Attic Insulation (1 if yes)	1		If new attic insulation was installed, please indicate by entering a '1' in the field.
Nominal R-value (insulation only)	38		R-value is a measure of insulation's ability to resist heat traveling through it. The higher the R-value the better the thermal performance of the insulation. Nominal insulation R-value refers to the R-value of the installed insulation and not the overall R-value of the assembly.
Ceiling Insulation Thickness (total post-retrofit, inches)	16.0		Indicate the total post retrofit ceiling insulation thickness, in inches of insulation.
Total Area (square feet)	1000		Indicate the total area over which the insulation was applied.
Duct Insulation (1 if yes)	1		If new duct insulation was installed, please indicate by entering a '1' in the field.
Nominal R-value (insulation only)			R-value is a measure of insulation's ability to resist heat traveling through it. The higher the R-value the better the thermal performance of the insulation. Nominal insulation R-value refers to the R-value of the installed insulation and not the overall R-value of the assembly.
Wall Insulation (1 if yes)			If new wall insulation was installed, please indicate by entering a '1' in the field.
Nominal R-value (insulation only)			R-value is a measure of insulation's ability to resist heat traveling through it. The higher the R-value the better the thermal performance of the insulation. Nominal insulation R-value refers to the R-value of the installed insulation and not the overall R-value of the assembly. Wall insulation may include both cavity and exterior. Please indicate exterior insulation in the next row.

Nominal R-value (exterior rigid foam insulation)		Wall insulation may include both cavity and exterior. Please indicate the nominal R-value of the exterior insulation here.
Wall Insulation Thickness (total post-retrofit, inches)		Indicate the total post retrofit wall insulation thickness, in inches of insulation.
Total Area (square feet)		Indicate the total area over which the insulation was applied.
Floor/Foundation Insulation (1 if yes)	1	If new floor insulation was installed, please indicate by entering a '1' in the field. Foundation insulation can be applied in the crawl space, inside, or outside the foundation wall. Insulation can also be placed horizontally under the slab.
Nominal R-value (insulation only)	30	R-value is a measure of insulation's ability to resist heat traveling through it. The higher the R-value the better the thermal performance of the insulation. Nominal insulation R-value refers to the R-value of the installed insulation and not the overall R-value of the assembly.
Total Area (square feet)	3200	Indicate the total area over which the insulation was applied.
Windows Installed/Replaced (#)		If one or more new windows were installed, indicate by entering a '1' in the field.
Window Repairs (not Replacements) (#)		If one or more windows were repaired, instead of replaced, indicate by entering a '1' in the field.
Area (square feet of new windows)	250	Please estimate the total square footage of the windows that were installed.
U-factor	0.20	U-Factor measures how well a product prevents heat from escaping a home or building. U-Factor ratings generally fall between 0.20 and 1.20. The lower the U-Factor, the better a product is at keeping heat in. NFRC 100 "Procedures for Determining Fenestration Product U-factors" is the accepted standard for rating windows, doors, and skylights for U-factor.
SHGC	0.35	Solar Heat Gain Coefficient is the ratio of solar heat gain through a glazing system compared to that of an unobstructed opening.
Interior storm window addition (# installed)		Indicate if interior storm windows were added to the building as part of the retrofit.
Shade screen addition (# installed)		Indicated if shade screens were added to building fenestrations as part of the retrofit.
Air Sealing (1 if yes)	1	If air sealing measures were installed, please indicate by entering a '1' in the field. In air sealing, trained workers seal the air leakage points using a variety of materials, such as insulation, caulk, foam, vapor barriers, and weather-stripping. Areas that can be air sealed include the following: attic, fenestrations, cantilevers, home-garage connection, rim joist, crawlspace, other.
CFM50 Pre-retrofit	1030	This term means the amount of cubic feet per minute of air moving through a structure and measured at 50-pascal pressure before the retrofit. This is the tested value.
CFM50 Post-retrofit	480	This term means the amount of cubic feet per minute of air moving through a structure and measured at 50-pascal pressure after the retrofit. This is the tested value.
Duct Sealing (1 if yes)	1	If new duct sealing was installed, please indicate by entering a '1' in the field.
CFM25 Pre-retrofit	120	This term means the amount of cubic feet per minute of air moving through a structure and measured at 25-pascal pressure before the retrofit. This is the tested value.
CFM25 Post-retrofit	98	This term means the amount of cubic feet per minute of air moving through a structure and measured at 25-pascal pressure after the retrofit. This is the tested value.
Refrigerator (#)		If a new refrigerator was installed, please indicate by entering a '1' in the field.
Model Number		Enter the model number.
Rated Annual Energy Consumption (kWh/yr)		The EnergyGuide rated annual energy consumption for a freezer or refrigerator.
OTHER INSTALLATIONS (ADD BELOW)		This section is for indicating the installation of other equipment.
Other (write here to specify)		If you have other equipment you want to add, indicate the equipment's name in column C of this row.
Other (write here to specify)		If you have other equipment you want to add, indicate the equipment's name in column C of this row.
Other (write here to specify)		If you have other equipment you want to add, indicate the equipment's name in column C of this row.
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Other (write here to specify)		If you have other equipment you want to add, indicate the equipment's name in column C of this row.
Other (write here to specify)		If you have other equipment you want to add, indicate the equipment's name in column C of this row.
OLD EQUIPMENT REMOVED		This section is for collecting information relating to equipment that was removed from the building as part of the retrofit.
Furnace (1 if yes)		If a furnace was removed, please indicate by entering a '1' in the field.
Model Number		Enter the model number.
Boiler (1 if yes)		If a boiler was removed, please indicate by entering a '1' in the field.
Model Number		Enter the model number.
Heat Exchangers (1 if yes)		If heat exchangers were removed, please indicate by entering a '1' in the field.
Wood Stove (1 if yes)		If a wood stove was removed, please indicate by entering a '1' in the field.
Model Number		Enter the model number.
Heat Pump (1 if yes)		If a heat pump was removed, please indicate by entering a '1' in the field.
Water Heater (1 if yes)	1	If a water heater was removed, please indicate by entering a '1' in the field. Water heaters include any of the following types: Storage water heater, Dedicated boiler with storage tank, Instantaneous water heater, Heat pump water heater, Space-heating boiler with storage tank, Space-heating boiler with tankless coil, Solar, and Solar preheat.
Model Number		Enter the model number.
Air Conditioner (1 if yes)	1	If an air conditioner was removed, please indicate by entering a '1' in the field. Air conditioners may include central A/C, mini-split A/C, or window A/C.
Model Number		Enter the model number.
Ventilation System (1 if yes)		If a ventilation system was removed, please indicate by entering a '1' in the field.
Intermittent/Continuous Exhaust (drop down)		Indicate the replaced ventilation system type. Intermittent: An intermittently operating, manually controlled, local mechanical ventilation system. These are generally exhaust systems designed to remove point source contaminants in bathrooms and kitchens. Continuous: A system that is designed to operate continuously or under automatic control. These would include HRVs, ERVs, supply systems integrated into the HVAC system and local exhaust systems controlled to run automatically.
HRV/ERV (drop down)		Indicate if the replaced ventilation system was HRV or ERV. There are two types of energy-recovery systems: heat-recovery ventilators (HRV) and energy-recovery (or enthalpy-recovery) ventilators (ERV). Both types include a heat exchanger, one or more fans to push air through the machine, and some controls. With an energy-recovery ventilator, the heat exchanger transfers a certain amount of water vapor along with heat energy, while a heat-recovery ventilator only transfers heat.
Attic Insulation (1 if yes)	1	If attic insulation was removed, please indicate by entering a '1' in the field.
Nominal R-value (insulation only)		R-value is a measure of insulation's ability to resist heat traveling through it. The higher the R-value the better the thermal performance of the insulation. Nominal insulation R-value refers to the R-value of the installed insulation and not the overall R-value of the assembly.
Ceiling Insulation Thickness (total pre-retrofit, inches)		Indicate the total pre-retrofit ceiling insulation thickness, in inches of insulation.
Wall Insulation (1 if yes)	1	If wall insulation was removed, please indicate by entering a '1' in the field.

	Nominal R-value (insulation only)		R-value is a measure of insulation's ability to resist heat traveling through it. The higher the R-value the better the thermal performance of the insulation. Nominal insulation R-value refers to the R-value of the installed insulation and not the overall R-value of the assembly. Wall insulation may include both cavity and exterior. Please indicate exterior insulation in the next row.
	Nominal R-value (exterior rigid foam insulation)		Wall insulation may include both cavity and exterior. Please indicate exterior insulation here.
	Wall Insulation Thickness (total pre-retrofit, inches)		Indicate the total pre-retrofit wall insulation thickness, in inches of insulation.
	Floor/Foundation Insulation (1 if yes)	1	If floor insulation was removed, please indicate by entering a '1' in the field. Foundation insulation can be applied in the crawl space, inside or outside the foundation wall. Insulation can also be placed horizontally under the slab.
	Nominal R-value (insulation only)		R-value is a measure of insulation's ability to resist heat traveling through it. The higher the R-value the better the thermal performance of the insulation. Nominal insulation R-value refers to the R-value of the installed insulation and not the overall R-value of the assembly.
	Windows (1 if yes)	1	If windows were removed, please indicate by entering a '1' in the field.
	Area (square feet of replaced windows)		Please estimate the total square footage of the windows that were removed.
	Refrigerator (1 if yes)		If a refrigerator was removed, please indicate by entering a '1' in the field.
	Model Number		Enter the model number.
	Other (write here to specify)		If you have other equipment you want to add, indicate the equipment's name in cell C157
	INSTALLED MEASURES / MODELED OR ESTIMATED ENERGY SAVINGS		Grantees should report energy savings from program activities. These savings can be calculated using whichever method optimizes the accuracy of the prediction and the reporting time required.
	Source or method for prediction (drop down)	deemed savings	Grantees should report estimated energy savings based on what was actually installed during the retrofit. Please specify what estimation methodology was used (e.g., post-retrofit quality assurance/quality control assessment, modeled savings, deemed savings, or other methodology)
	Expected kWh saved per year for installed measures	1700	Include the estimated kWh savings based on the measures installed during the retrofit. This information may be obtained from a post-retrofit quality assurance/quality control assessment, modeled savings, deemed savings, or another method.
Electricity	Expected % savings kWh for installed measures per year	20%	To determine the estimated percent energy savings, divide the estimated electricity savings (kWh) per year for the installed measures by the building owner's electricity use (kWh) over the past 12 months. Depending on the program, homeowners may receive annual energy use data from audit software or from their utility bill.
	Expected therms saved per year for installed measures	180	Include the estimated therms savings based on the measures installed during the retrofit. This information may be obtained from a post-retrofit quality assurance/quality control assessment, modeled savings, deemed savings, or another method.
	If CCF units are preferred, indicate expected CCFs saved per year for installed measures		If preferred, indicate the estimated CCF savings based on the measures installed during the retrofit. This information may be obtained from a post-retrofit quality assurance/quality control assessment, modeled savings, deemed savings, or another method.
Natural Gas	Expected % savings natural gas for installed measures per year	18%	To determine the estimated percent energy savings, divide the estimated natural gas savings (therms or CCF) per year for the installed measures by the building owner's natural gas savings (therms or CCF) over the past 12 months. Depending on the program, homeowners may receive annual energy use data from audit software or from their utility bill.
	IF OTHER PRIMARY FUELS ARE APPLICABLE: Select energy fuel (drop down)		If the home uses another primary energy source other than electricity or natural gas, please indicate.
Other Primary Fuel	Units for the energy fuel indicated above		If the home is heated by an energy source other than natural gas or electricity, please indicate the appropriate units for that fuel.
	Expected energy saved per year for installed measures [in units above]		Include the estimated energy fuel saved (in the above selected units) based on the measures installed during the retrofit. This information may be obtained from a post-retrofit quality assurance/quality control assessment, modeled savings, deemed savings, or another method.
	Estimated % savings for installed measures per year		To determine the estimated percent energy savings, divide the estimated heating oil/propane/LPG savings per year for the installed measures by the building owner's heating oil/propane/LPG savings over the past 12 months (in the same units). Depending on the program, homeowners may receive annual energy use data from audit software or from their utility bill.
	Estimated annual cost savings (\$)	\$ 250.00	Include the annual cost savings based on the measures installed during the retrofit. This information may be obtained from a post-retrofit quality assurance/quality control assessment, modeled savings, deemed savings, or another method.
	RENEWABLE ENERGY SYSTEMS INSTALLED		This section is for capturing information related to any renewable energy systems that were installed as part of the retrofit.
	Type of Renewable Installation (drop down)		Select the renewable energy system that was installed with this project. Eligible renewable energy systems are defined by the EECBG ARRA reporting requirements: solar, wind, solar thermal (i.e., solar water heaters), geothermal (i.e., ground source heat pumps), biomass, and hydropower.
	Units (drop down)		Select the appropriate units to designate the capacity of the renewable energy installation. The following are the expected units that would be reported with each renewable energy system: Solar [kW], wind [kW], solar thermal (i.e., solar water heater) [square feet], ground source geothermal systems (i.e., ground source heat pumps) [tons], biomass [kW] for non-transport applications, otherwise [gallons per year], hydropower [kW], capacity of other systems [BTU/h].
	Nameplate System Capacity		Report the capacity of the renewable energy system.
	Total Renewable System Job Hours		Include the number of job-hours that were required to install the renewable energy system. Include the hours from the contractor and the crew.
	Total Renewable Energy System Invoiced Cost (\$)		Enter the total cost of the renewable energy system.
	Customer Contribution (\$)		Estimate the cost of the renewable energy installation to the customer (ultimate out-of-pocket expense).
	Amount of BetterBuildings Subsidy (\$)		Enter the amount of funding from BetterBuildings that went to fund the renewable energy installation.
	Other Leveraged Funds (\$)		Other leveraged funds are an estimate of third-party, in-kind contributions, and other portions of the costs of the renewable energy system installation not borne by the BetterBuildings grant or the customer.
	UTILITY/ENERGY ACCOUNT PERMISSIONS		This section is for indicating whether permission has been received to access utility account data.
	Electric utility account and permission (1 if yes)	1	Please indicate whether you have the electric utility account number for the building owner and a signed utility bill waiver that enables collecting 12-month pre- and post-retrofit data from the utility. Utility bill data will be uploaded separately.
	Gas utility account and permission (1 if yes)	1	Please indicate whether you have the gas utility account number for the building owner and a signed utility bill waiver that enables collecting 12-month pre- and post-retrofit data from the utility. Utility bill data will be uploaded separately.
	Other Fuel Suppliers for Fuel oil, LPG, etc (1 if yes)		Please indicate whether you have the utility account number for the building owner and a signed utility bill waiver that enables collecting 12-month pre- and post-retrofit data from the energy supplier. Utility bill data will be uploaded separately.
QA/QC	If a job report review was completed, mark a '1'	1	QA/QC should be reported as it is completed; ensure that the unique ID # is linked to the activity. A job report review process typically involves review of retrofit project paperwork or other off-site review that checks program compliance and provides for follow-up with the contractor when necessary.
	If on-site field inspections were conducted, mark a '1'	1	QA/QC should be reported as it is completed. Ensure that the unique ID # is linked to that activity. On-site inspections focus on evaluating a participating contractor's performance of a home energy assessment, development of a scope of work of eligible improvements, and/or proper installation of the improvements selected by the customer.

CITY OF GREENSBORO ARRA RIDER
UNITED STATES DEPARTMENT OF ENERGY

INTRODUCTION

This project is financed in whole or in part with funds from the *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") through the U.S. Department of Energy (DOE) and the Energy Efficiency and Conservation Block Grant Program (EECBG). The City of Greensboro Housing and Community Development Department administers these funds. As a result of using ARRA funds on this project, Contractors must adhere to all of the following conditions in order to enter into a contract using ARRA funds. The following conditions take precedence over any conflicting conditions in the contract:

SEC. 1. APPLICATION TO SUBCONTRACTORS.

No funds under this contract shall be disbursed by the Contractor to any sub-contractor or agency without a written contract that incorporates the conditions listed below to the extent they are applicable.

SEC. 2. DEFINITIONS. As used in this contract:

- A. "DOE" means the United States Department of Energy, the Secretary of the Department of Energy, or a person authorized to act on its behalf.
- B. "City" means the City of Greensboro or any department or person authorized to act in its behalf.
- C. "EECBG" means the Energy Efficiency and Conservation Block Grant Program.

SEC. 3. REGISTRATION WITH CENTRAL CONTRACTOR REGISTRATION (CCR)

Contractor shall register with the Central Contractor Registration (CCR) database at www.ccr.gov, if not already registered therewith. This ensures consistent reporting of data about each entity and thereby makes data more useful to the public. In order to register in CCR, a valid Data Universal Numbering System (DUNS) Number is required and will be included in this agreement.

SEC. 4. ARRA SIGNAGE REQUIREMENT

The Contractor shall erect in a conspicuous place on each job site signage in accordance with federal rules and regulations that features the ARRA Primary Emblem throughout the construction phase. The sign should include the City's name, project name, the Contractor's name, the funding agency name, assistance amount, and total

project costs. The American Recovery and Reinvestment Act of 2009 emblem must be displayed prominently on the sign. The emblem can be found at <http://www.recovery.gov/files/ARRA.zip>. The logo must be at least six inches in diameter. Letter sizing and spacing must be approved by the City's project engineer.

SEC. 5. LIMIT ON FUNDS Section 1604 of ARRA provides:

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

SEC. 6. AVAILABILITY OF FUNDS

Funds obligated to this contract are available for reimbursement of costs until August 2, 2012.

SEC. 7. ADDITIONAL FUNDING DISTRIBUTION AND ASSURANCE OF APPROPRIATE USE OF FUNDS

Certification by Governor- For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution for local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

SEC. 8. CERTIFICATIONS

With respect to funds made available to State or local governments for infrastructure investments under the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost,

and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

SEC. 9. SEGREGATION OF COSTS.

Contractor shall segregate obligations from other sources of funding, the obligations and expenditures of ARRA Funds. ARRA Funds shall not be comingled with any other funds or used for a purpose other than the payment of costs allowable under ARRA.

SEC. 10. ACCESS TO RECORDS AND RECORDS RETAINAGE.

- A. Records to be Kept.** Records shall be maintained in accordance with requirements prescribed by DOE or the City with respect to all matters covered by this contract. Except as otherwise authorized by DOE, such records shall be maintained for a period of three (3) years after receipt of the final payment under this contract.
- B. Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
- C. Inspection of Records.** Pursuant to Section 902 of ARRA, the U.S. Comptroller General and its representatives shall have the express authority and right to:
- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
 - (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Pursuant to Section 1515(a) of ARRA, any representative of the U.S. Office of Inspector General may examine any records or interview any employee or officers working on this contract. The Contractor hereby acknowledges that representatives of the Office of Inspector General have the authority to examine any record of the Contractor and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract.

The authority of the U.S. Comptroller General and U.S. Inspector General or any of their representatives is not limited or restricted by Section 902 and 1515(a) of ARRA respectively.

Additionally, the Contractor shall make available for examination all of its records with respect to all matters covered by this contract to the U.S. Comptroller General, the U.S. Inspector General and their representatives, DOE and the City. The Contractor will also permit any or all of these aforementioned entities to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

SEC. 11. REPORTING REQUIREMENTS.

The City, as a recipient of funds from the United States Department of Energy and ARRA, must comply with both the DOE's and ARRA's extensive reporting requirements, including quarterly financial and programmatic reporting due within 10 calendar days after the end of each calendar quarter. The City will require periodic reports from its Contractors in order to fulfill its reporting obligations under both DOE and ARRA. Contractors receiving ARRA funds may expect that a standard form(s) and/or reporting mechanism will be made available at a future date.

Contractor agrees to provide to the City all reports, documentation, or other information, as may be required by the City to meet reporting obligations under the Federal Assistance Reporting Checklist, DOE F 4600.2 attached hereto as Attachment F and ARRA. Contractor's receipt of funds is contingent on the Contractor meeting the reporting requirements of Federal Assistance Reporting Checklist **and** Section 1512 of ARRA. Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, Contractors receiving ARRA funds should be aware that ARRA section 1512(c) provides:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains—

- (1) The total amount of recovery funds received from that agency;
- (2) The amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) A detailed list of all projects or activities for which recovery funds were expended or obligated, including:
 - (a) The name of the project or activity;
 - (b) A description of the project or activity;
 - (c) An evaluation of the completion status of the project or activity;
 - (d) An estimate of the number of jobs created and the number of jobs retained by the project or activity; and

(e) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under ARRA, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

Noncompliance with either the Federal Assistance Reporting Checklist or Section 1512(c) of ARRA is considered a material breach of this contract. Noncompliance may result in withholding of future payments or termination of the contract.

SEC. 12. BUY AMERICAN. Required Use of American Iron, Steel, and Manufactured Goods—Section 1605 of ARRA

Contractor shall comply with Section 1605 of ARRA unless (1) compliance has been waived by the Federal Agency providing the funds; or (2) compliance with ARRA conflicts with an international trade agreement.

A. Section 1605 of ARRA provides:

Use of American Iron, Steel, and Manufactured Goods.

(a) None of the funds appropriated or otherwise made available by ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that:

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

B. International Trade Agreements.

Contracts for the procurement of goods and services in the amount of \$528,000 or more and for constructions services in the amount of \$7,443,000 or more are covered by an international trade agreement and are therefore not subject to Section 1605.

C. Waivers.

Contractor shall provide the City with information and applicable supporting data as may be required by the City, to support any request for waiver of compliance with Section 1605 (b) of ARRA. The following applies to requests for waivers submitted to the City:

(a) Definitions.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been:

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

- (1) This award term and condition implements Section 1605 of ARRA of 2009 by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this term and condition.

(2) This requirement does not apply to the material excepted by the Federal Government.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal Government determines that:

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of ARRA would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of ARRA.

(1)(i) Any request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the [Contractor/Grantee] could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of ARRA applies, the [State Agency] will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the [State Agency] shall adjust the award amount or redistribute budgeted funds in accordance with requirements adopted pursuant to ARRA.

(3) Unless the Federal Government determines that an exception to section 1605 of ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers should be provided to [State Agency]: FOREIGN AND DOMESTIC ITEMS COST COMPARISON

Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1: Foreign steel, iron, or manufacture d good	_____	_____	_____
Domestic steel, iron, or manufactured good			
Item 2: Foreign steel, iron, or manufactured good			
Domestic steel, iron or manufactured good			

SEC. 13. LOBBYING.

The Contractor certifies, to the best its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
4. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code and ARRA. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

SEC. 14. DISCRIMINATION.

Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000d)** which provides that no person shall, on the ground of race, color, or national origin, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

B. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at 24 CFR 570.602 which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG/HOME program or activity.

C. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.

D. Age discrimination Act of 1975, as amended (42 U.S.C. 6101) which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

E. Executive Order 11246, as amended by Executive Order 11375, and Executive Order 12086 and regulations in 41 CFR 60, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No, 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 15. LABOR STANDARDS.

Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with labor standards in federally assisted programs:

A. Davis-Bacon Act Provisions.

Definitions: For purposes of this Section, the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non- program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes

financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a)(1) Minimum wages.

(i) 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.

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. 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 Sec. 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. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) 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.

(ii)(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:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) 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 contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on 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 the 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 Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator 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 (a)(1)(ii) (B) or (C) of this

section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor 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.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor 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 Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The **Department of Energy or the Recipient or Subrecipient** 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime 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 Contractor or any subcontractor the full amount of wages required by the 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, 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.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at 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). 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 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. Contractors 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.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the **Department of Energy** if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the **Department of Energy**. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), 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. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **Department of Energy** if the agency is a party to the contract, but if the agency

is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the City of Greensboro, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the 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;

(3) 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 the contract.

(C) 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 (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the **Department of Energy** or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, 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.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed 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, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. 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. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated 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. Where a 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 contractor's or subcontractor'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. 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. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the 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.

(ii) Trainees. 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 the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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 Employment and Training Administration 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. In the event the Employment and Training Administration withdraws approval of a training program, the 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.

(iii) 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.

(5) 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.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the **Department of Energy** may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) 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 this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be 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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

B. Copeland "Anti-Kick Back Act" (18 U.S. C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3).

This Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.).

(a) Contract Work Hours and Safety Standards Act (CWHSSA). This Clause shall apply to any Subaward or Contract in excess of \$100,000. As used herein, Clause, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work 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 hours in such workweek unless such laborer or mechanic receives compensation at a rate 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 clause set forth in paragraph (a)(1) of this section, 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 clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Contractor, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses in (a)(1) through (4) above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Contractor shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Contractor shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the **Department of Energy** and the Department of Labor, the City of Greensboro, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

SEC. 16. Clean Water, Clean Air, E.O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts.

The Clean Water, Clean Air, Executive Order 11738 and the EPA Air and Water Acts apply to ARRA assisted construction contracts and related subcontracts exceeding \$100,000. In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C.

1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto the Contractor agrees that:

- a. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- b. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
- c. They will promptly notify the City of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- d. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the Government may direct as a means of enforcing such provisions.

SEC. 17. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

SEC. 18. LEAD BASED PAINT.

The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.
2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.

3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices.
4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. The lead level must meet the federal and North Carolina standard lead level threshold for Childhood Lead Exposure Act of North Carolina and the Environmental Protection Agency. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.1350(d).

SEC. 19. COPYRIGHTS AND RIGHTS IN DATA.

The United States Department of Energy reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

SEC. 20. PUBLICATION.

Privileged or confidential information contained in an application or bid, including, but not limited to, trade secrets, which the applicant or bidder does not want disclosed to the public or used by DOE or the City, shall be specifically identified by each page, including each line or paragraph thereof, containing the data to be protected. The Contractor shall mark the cover sheet of the document or medium upon which the information is contained with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data.

The data contained in _____ [i.e. pages ____ of the _____] have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant or bidder receives an award as a result of or in connection with the submission of this application or bid, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and

Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of Title 5, United States Code.

SEC. 21. USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS.

EECBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or subcontractor during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations). By signing this agreement, Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Contractor agrees to notify Agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement. The Contractor agrees and assures that it, its subcontractors and third party contractors will review the "Excluded Parties Listing System" at <http://epls.gov> before entering into any contract. The City will be reviewing all third party contractors under the Excluded Parties Listing System at <http://epls.gov> before entering into any contracts

SEC. 22. CONFLICT OF INTEREST.

A. Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No officer, employee or agent of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or city funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or

accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the City's Gift Policy.

B. Contractor's Responsibilities. The Contractor shall take appropriate steps to assure compliance with paragraph (A) of this section, and will incorporate paragraph (A) of this section into every sub-contract

SEC. 23. PROTECTION OF WHISTLEBLOWERS

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct,) a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross mismanagement of an agency contract or grant relating to covered funds;
- Gross waste of covered funds;
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

A person who believes that he or she has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.

Any employer/contractor receiving covered funds under ARRA, shall post notice of the rights and remedies as required by Section 1553 of ARRA. See www.recovery.gov.

SEC. 24. LISTING ARRA JOBS WITH THE ESC .

All job openings created by the Contractor for this project must be listed with the WorkSource system (an affiliate of the Employment Security Department) before hiring; all hiring decisions also must be reported to WorkSource. In addition, all Sub-

Contractors/Sub-Grantees hired by the Contractor also must be required to list jobs and report hiring results to WorkSource. Existing Contractor or Sub-Contractor employees who are retained using funds from this project also must be reported to WorkSource. WorkSource will pre-screen and refer qualified job candidates for the Contractor's consideration. The Contractor also has the discretion to use other, additional recruitment systems and retains the right to make all hiring decisions. To begin the listing and reporting process, contact the ARRA Business Unit at 877-453-5906 (toll-free), 360-438-4849 or ARRA@esd.wa.gov.

SEC. 25. RESOLUTION OF DISPUTES.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the City's Project Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City's Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City's Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City's Project Manager, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach may be resolved by mediation if the parties mutually agree, or in a court of competent jurisdiction Greensboro, Guilford County, North Carolina.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

SEC. 26. TERMINATION FOR CAUSE.

If the Contractor refuses or fails to prosecute the work or any separable part thereof with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for cause. Before terminating this contract for cause pursuant to this section, the City shall deliver a "Notice of Termination" to the Contractor specifying the nature of the breach or default. The Notice of Termination will state how the breach or default may be corrected and the time period by which such breach or default shall be corrected. If Contractor fails to remedy the breach or default or any of the terms, covenants, or conditions of this contract within the time period specified in the Notice of Termination, the City shall have the right to terminate the Contract without any further notice or obligation to Contractor. Any such termination for cause shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default. In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plants on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City resulting from the Contractor's refusal or failure to complete the work within specified time. This liability includes any increased costs incurred by the City in completing the work and reasonable attorney's fees.

SEC. 27. TERMINATION FOR CONVENIENCE.

The performance of work under this contract may be terminated in whole or in part by the City upon delivery to the Contractor of a written "Notice of Termination for Convenience" specifying the extent to which such termination becomes effective, provided that such notice shall be given sixty (60) days prior to the date such cancellation or reduction is to be effective. After receipt of the Notice of Termination, except as otherwise directed by the City's Project Manager, the Contractor shall stop work under this contract on the date and to the extent specified in the Notice of Termination; place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the portions of the contract that is not terminated; terminate all orders and subcontracts to the extent they relate to the performance of work terminated by the Notice of Termination; assign to the City in the manner, at the time, and to the extent directed by the City's Project Manager all of the right, title, and interest of the Contractor under order and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; complete the performance of such part of the work that has not been terminated by the Notice of Termination; and take such action as may be necessary, or as the City's Project Manager may direct for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the City has or may acquire an interest.

SEC. 28. TERMINATION FOR LACK OF FEDERAL FUNDING.

If federal funding for this project is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this contract and may terminate the contract pursuant to Sec. 20, Termination for Convenience. In the event of termination for lack of federal funding, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with EECBG funds by the Contractor under this contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person(s) for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person(s) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all* sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Organization

Program

Name of Certifying Official

Signature

Date

* Note: In these instances "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).