

November 27, 2009

**Request for Proposal – Weatherization Services**

Dauphin County is seeking proposals to provide Weatherization Services throughout the County, including the City of Harrisburg. The services requested are a result of the American Recovery & Reinvestment Act of 2009 (ARRA). The term of this contract runs through March 31, 2012.

The following are minimum requirements in order to be considered for a contract award:

1. As noted above, you may be requested to do work anywhere within Dauphin County. If you are not certified to work (or do not want to accept work) within any specific Municipality within the County, this must be clearly noted on your proposal.
2. A one-year warranty on both labor & materials is required for all work performed.
3. All materials used must be “new”.
4. All work performed must be according to “code”.
5. Vendor is responsible for acquiring permits where needed.
6. Combustion Appliance Zonal testing must be done for each home.
7. Pre & Post Blower Door tests must be done for each home.
8. Invoices submitted must have separate costs listed for materials & labor.
9. All Vendors must be “registered” with the Office of the Attorney General & must submit their “registration number” on the RFP. If you need to contact them the # is 1-888-520-6680 or you can check their website at [www.attorneygeneral.gov](http://www.attorneygeneral.gov).
10. Vendor’s employees must be willing to submit to a background check if requested.
11. PA State “Certification” must be obtained within 90 days of notification of job award. Information on this can be obtained by contacting Glenda Ferguson, 570-327-4768 or via e-mail at [gferguso@pct.edu](mailto:gferguso@pct.edu).
12. All materials must meet the Electronic Code of Federal Regulations, Title 10: Energy, Standards for Weatherization Materials (attached).
13. Vendor’s must use “cellulose” materials only from the “Certified Cellulose Manufacturers List” (attached).

14. Vendor's are required to follow provisions of the Davis Bacon Act relating to Residential Weatherization Wage Determination, including all timekeeping reports (attached).
15. Vendor's must list their "job capacity" per month.
16. Vendor's are required to complete the attached pricing matrix for the various different types of "measures" (services) that may be requested. Please note that the intent is to acquire an "installed price" for each item listed, however the material & labor cost must be noted separately due to reporting requirements.
17. If you are a small disadvantaged business (see below), you must provide the County with evidence of your disadvantaged status when you submit a proposal. Such evidence includes (but is not limited to) certification as a "disadvantaged business enterprise" and MBE or WBE certification from the Department of General Services, provided the latter are small businesses.

It is the County's intent to award contract(s) to one or more vendors based on their ability to meet all the requirements listed above & the costs submitted for the various types of services. The vendor must be willing to sign a contract substantially in the form included with this RFP.

**A pre-award meeting will be held on December 10, 2009 at 2:30 p.m. at the Dauphin County Administration Building, 2 South 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Harrisburg, PA 17101.**

The intent of this meeting is to answer any questions relating to the ARRA program & the requirements of this RFP. Any vendors interested in submitting a proposal are encouraged to attend this meeting.

Proposals must be signed by an authorized company representative & must include the name, address and phone number of the company and a contact person for any inquiries.

If you have any questions prior to the pre-award meeting please contact Randy Baratucci, Director of Purchasing, County of Dauphin at 717-780-6337 or via e-mail at [rbaratucci@dauphinc.org](mailto:rbaratucci@dauphinc.org).

This is a request for proposals and not a competitive bid. The County is not obligated to make an award to the lowest responsible bidder. To the contrary, the County may award contracts to vendors of its choosing, or it may make no award of contracts, all as it sees fit. To the extent permitted by law, the County will consider a small businesses' disadvantaged status as a factor in the selection process.

RFP's shall be delivered to the County of Dauphin, 2 South 2<sup>nd</sup> St., Harrisburg, PA 17101, Attn – Randy Baratucci. They must be submitted in a sealed envelope clearly marked on the outside: "Proposal for Weatherization Services". **Deadline for submission is December 30, 2009.**

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## Electronic Code of Federal Regulations

*e-CFR*<sup>TM</sup>

e-CFR Data is current as of October 22, 2009

### **Title 10: Energy**

#### **PART 440—WEATHERIZATION ASSISTANCE FOR LOW-INCOME PERSONS**

##### **Appendix A to Part 440—Standards for Weatherization Materials**

The following Government standards are produced by the Consumer Product Safety Commission and are published in title 16, Code of Federal Regulations:

Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs Insulation—organic fiber—conformance to Interim Safety Standard in 16 CFR part 1209;

Fire Safety Requirements for Thermal Insulating Materials According to Insulation Use—Attic Floor—insulation materials intended for exposed use in attic floors shall be capable of meeting the same flammability requirements given for cellulose insulation in 16 CFR part 1209;

Enclosed spaces—insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the smoldering combustion requirements in 16 CFR part 1209.

The following standards which are not otherwise set forth in part 440 are incorporated by reference and made a part of part 440. The following standards have been approved for incorporation by reference by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. These materials are incorporated as they exist on April 5, 1993 and a notice of any change in these materials will be published in the Federal Register. The standards incorporated by reference are available for inspection at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to:  
[http://www.archives.gov/federal\\_register/code\\_of\\_federal\\_regulations/ibr\\_locations.html](http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html).

The standards incorporated by reference in part 440 can be obtained from the following sources:

Air Conditioning and Refrigeration Institute, 1501 Wilson Blvd., Arlington, VA 22209; (703) 524-8800.

American Gas Association, 1515 Wilson Blvd., Arlington, VA 22209; (703) 841-8400.

American National Standards Institute, Inc., 1430 Broadway, New York, NY 10018; (212) 642-4900.

American Society of Mechanical Engineers, United Engineering Center, 345 East 47th Street, New York, NY 10017; (212) 705-7800.

American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103; (215) 299-5400.

American Architectural Manufacturers Association, 1540 East Dundee Road, Palatine, IL 60067; (708) 202-1350.

Federal Specifications, General Services Administration, Specifications Section, Room 6654, 7th and D

Streets, SW, Washington, DC 20407; (202) 708-5082.

Gas Appliance Manufacturers Association, 1901 Moore St., Arlington, VA 22209; (703) 525-9565.

National Electrical Manufacturers Association, 2101 L Street, NW, Suite 300, Washington, DC 20037; (202) 457-8400.

National Fire Protection Association, Batterymarch Park, P.O. Box 9101, Quincy, MA 02269; (617) 770-3000.

National Standards Association, 1200 Quince Orchard Blvd., Gaithersburg, MD 20878; (301) 590-2300. (NSA is a local contact for materials from ASTM).

National Wood Window and Door Association, 1400 East Touhy Avenue, Des Plaines, IL 60018; (708) 299-5200.

Sheet Metal and Air Conditioning Contractors Association, P.O. Box 221230, Chantilly, VA 22022-1230; (703) 803-2980.

Steel Door Institute, 712 Lakewood Center North, 14600 Detroit Avenue, Cleveland, OH 44107; (216) 899-0100.

Steel Window Institute, 1230 Keith Building, Cleveland, OH 44115; (216) 241-7333.

Tubular Exchanger Manufacturers Association, 25 North Broadway, Tarrytown, NY 10591; (914) 332-0040.

Underwriters Laboratories, Inc., P.O. Box 75530, Chicago, IL 60675-5330; (708) 272-8800.

More information regarding the standards in this reference can be obtained from the following sources:

Environmental Protection Agency, 401 M Street, NW, Washington, DC 20006; (202) 554-1080.

National Institute of Standards and Technology, U.S. Department of Commerce, Gaithersburg, MD 20899, (301) 975-2000

Weatherization Assistance Programs Division, Conservation and Renewable Energy, Mail Stop 5G-023, Forrestal Bldg, 1000 Independence Ave, SW, Washington, DC 20585; (202) 586-2207.

**Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs**

[Standards for conformance]

|                                     |                            |
|-------------------------------------|----------------------------|
| <b>Insulation—mineral fiber:</b>    |                            |
| Blanket insulation                  | ASTM <sup>1</sup> C665-88. |
| Roof insulation board               | ASTM C726-88.              |
| Loose-fill insulation               | ASTM C764-88.              |
| <b>Insulation—mineral cellular:</b> |                            |
| Vermiculite loose-fill insulation   | ASTM C516-80 (1990).       |
| Perlite loose-fill insulation       | ASTM C549-81 (1986).       |
| Cellular glass insulation block     | ASTM C552-88.              |
| Perlite insulation board            | ASTM C728-89a.             |

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| <b>Insulation—organic fiber:</b>   |  |
| Cellulosic fiber insulating board  | ASTM C208–72 (1982).                                     |
| Cellulose loose-fill insulation  | ASTM C739–88.  |
| <b>Insulation-organic cellular:</b>  |  |
| Preformed block-type polystyrene insulation  | ASTM C578–87a.   |
| Rigid preformed polyurethane insulation board  | ASTM C591–85.  |
| Polyurethane or polyisocyanurate insulation board faced with aluminum foil on both sides | FS <sup>2</sup> HH-I–1972/1 (1981).                      |
| Polyurethane or polyisocyanurate insulation board faced with felt on both sides          | FS HH-I–1972/2 (1981). And Amendment 1, October 3, 1985. |
| <b>Insulation—composite boards:</b>  |  |
| Mineral fiber and rigid cellular polyurethane composite roof insulation board            | ASTM C726–88.  |
| Perlite board and rigid cellular polyurethane composite roof insulation                  | ASTM C984–83.  |
| Gypsum board and polyurethane or polyisocyanurate composite board                        | FS HH-I–1972/4 (1981).                                   |
| Materials used as a patch to reduce infiltration through the building envelope           | Commercially available.                                  |

<sup>1</sup>ASTM indicates American Society for Testing and Materials.

<sup>2</sup>FS indicates Federal Specifications.

**Thermal Insulating Materials for Pipes, Ducts, and Equipment Such as Boilers and Furnaces**

[Standards for conformance]

|  |                            |
|--|----------------------------|
| <b>Insulation—mineral fiber:</b>   |                            |
| Preformed pipe insulation  | ASTM <sup>1</sup> C547–77. |
| Blanket and felt insulation (industrial type)  | ASTM C553–70 (1977).       |
| Blanket insulation and blanket type pipe insulation (metal-mesh covered) (industrial type) | ASTM C592–80.              |
| Block and board insulation   | ASTM C612–83.              |
| Spray applied fibrous insulation for elevated temperature                                  | ASTM C720–89.              |
| High-temperature fiber blanket insulation  | ASTM C892–89.              |
| Duct work insulation   | Selected and applied       |

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|  | according to ASTM C971-82.     |
| <b>Insulation—mineral cellular:</b>  |                                |
| Diatomaceous earth block and pipe insulation                                 | ASTM C517-71 (1979)            |
| Calcium silicate block and pipe insulation                                   | ASTM C533-85 (1990).           |
| Cellular glass insulation  | ASTM C552-88.                  |
| Expanded perlite block and pipe insulation                                   | ASTM C610-85.                  |
| <b>Insulation—Organic Cellular:</b>  |                                |
| Preformed flexible elastomeric cellular insulation in sheet and tubular form | ASTM C534-88.                  |
| Unfaced preformed rigid cellular polyurethane insulation                     | ASTM C591-85.                  |
| <b>Insulation skirting</b>   | <b>Commercially available.</b> |

<sup>1</sup>ASTM indicates American Society for Testing and Materials.

**Fire Safety Requirements for Insulating Materials According to Insulation Use**

[Standards for conformance]

|                                     |   |
|-------------------------------------|---|
| Attic floor                         | Insulation materials intended for exposed use in attic floors shall be capable of meeting the same smoldering combustion requirements given for cellulose insulation in ASTM <sup>1</sup> C739-88.                |
| Enclosed space                      | Insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the smoldering combustion requirements in ASTM C739-88.  |
| Exposed interior walls and ceilings | Insulation materials, including those with combustible facings, which remain exposed and serve as wall or ceiling interior finish, shall have a flame spread classification not to exceed 150 (per ASTM E84-89a). |
| Exterior envelope walls and roofs   | Exterior envelope walls and roofs containing thermal insulations shall meet applicable local government building code requirements for the complete wall or roof assembly.  |
| Pipes, ducts, and equipment         | Insulation materials intended for use on pipes, ducts and equipment shall be capable of meeting a flame spread classification not to exceed 150 (per ASTM E84-89a).   |

<sup>1</sup>ASTM indicates American Society for Testing and Materials.

**Storm Windows**

[Standards for conformance]

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| <b>Storm windows:</b>                  |  |
| Aluminum insulating storm windows      | ANSI/AAMA <sup>1</sup> 1002.10-83.                         |
| Aluminum frame storm windows           | ANSI/AAMA 1002.10-83.                                      |
| Wood frame storm windows               | ANSI/NWWDA <sup>2</sup> I.S. 2-87. (Section 3)             |
| Rigid vinyl frame storm windows        | ASTM <sup>3</sup> D4099-89.                                |
| Frameless plastic glazing storm        | Required minimum thickness windows is 6 mil (.006 inches). |
| Movable insulation systems for windows | Commercially available.                                    |

<sup>1</sup>ANSI/AAMA indicates American National Standards Institute/American Architectural Manufacturers Association.

<sup>2</sup>ANSI/NWWDA indicates American National Standards Institute/National Wood Window & Door Association.

<sup>3</sup>ASTM indicates American Society for Testing and Materials.

**Storm Doors**

[Standards for conformance]

|                                   |  |
|-----------------------------------|--|
| <b>Storm doors—Aluminum:</b>      |  |
| Storm Doors                       | ANSI/AAMA <sup>1</sup> 1102.7-89.  |
| Sliding glass storm doors         | ANSI/AAMA 1002.10-83.  |
| Wood storm doors                  | ANSI/NWWDA <sup>2</sup> I.S. 6-86.   |
| Rigid vinyl storm doors           | ASTM <sup>3</sup> D3678-88.  |
| <b>Vestibules:</b>                |  |
| Materials to construct vestibules | Commercially available.  |
| <b>Replacement windows:</b>       |  |
| Aluminum frame windows            | ANSI/AAMA 101-88.  |
| Steel frame windows               | Steel Window Institute recommended specifications for steel windows, 1990. |
| Wood frame windows                | ANSI/NWWDA I.S. 2-87.  |
| Rigid vinyl frame windows         | ASTM D4099-89.   |

<sup>1</sup>ANSI/AAMA indicates American National Standards Institute/American Architectural Manufacturers

Association.

<sup>2</sup>ANSI/NWWDA indicates American National Standards Institute/National Wood Window & Door Association.

<sup>3</sup>ASTM indicates American Society for Testing and Materials.

### Replacement Doors

[Standards for conformance]

|                                     |   |
|-------------------------------------|---|
| Replacement doors—Hinged doors:     |   |
| Steel doors                         | ANSI/SDI <sup>1</sup> 100–1985.                               |
| Wood doors:                         |   |
| Flush doors                         | ANSI/NWWDA <sup>2</sup> I.S. 1–87. (exterior door provisions) |
| Pine, fir, hemlock and spruce doors | ANSI/NWWDA I.S. 6–86.   |
| Sliding patio doors:                |   |
| Aluminum doors                      | ANSI/AAMA <sup>3</sup> 101–88.                                |
| Wood doors                          | NWWDA I.S. 3–83.  |

<sup>1</sup>ANSI/SDI indicates American National Standards Institute/Steel Door Institute.

<sup>2</sup>ANSI/NWWDA indicates American National Standards Institute/National Wood Window & Door Association.

<sup>3</sup>ANSI/AAMA indicates American National Standards Institute/American Architectural Manufacturers Association.

### Caulks and sealants:

[Standards for conformance]

|                                  |  |
|----------------------------------|--|
| Caulks and sealants:             |  |
| Putty                            | FS <sup>1</sup> TT–P–00791B, October 16, 1969 and Amendment 2, March 23, 1971. |
| Glazing compounds for metal sash | ASTM <sup>2</sup> C669–75 (1989).  |
| Oil and resin base caulks        | ASTM C570–72 (1989).   |
| Acrylic (solvent types) sealants | FS TT–S–00230C, February 2, 1970 and Amendment 2, October 9, 1970.             |
| Butyl rubber sealants            | FS TT–S–001657, October 8, 1970.   |



|   |  |
|---|--|
| Chlorosulfonated polyethylene sealants  | FS TT-S-00230C, February 2, 1970 and Amendment 2, October 9, 1970. |
| Latex sealing compounds   | ASTM C834-76 (1986).   |
| Elastomeric joint sealants (normally considered to include polysulfide, polyurethane, and silicone) | ASTM C920-87.  |
| Preformed gaskets and sealing materials   | ASTM C509-84.  |

<sup>1</sup>FS indicates Federal Specifications.

<sup>2</sup>ASTM indicates American Society for Testing and Materials.

**Weatherstripping**

[Standards for conformance]

|                                    |   |
|------------------------------------|---|
| Weatherstripping                   | Commercially available.   |
| Vapor retarders                    | Selected according to the provisions cited in ASTM <sup>1</sup> C755-85 (1990). Permeance not greater than 1 perm when determined according to the desiccant method de- scribed in ASTM E96-90. |
| Items to improve attic ventilation | Commercially available.   |
| Clock thermostats                  | NEMA <sup>2</sup> DC 3-1989.  |

<sup>1</sup>ASTM indicates American Society for Testing and Materials.

<sup>2</sup>NEMA indicates National Electrical Manufacturers Association.

**Heat Exchangers**

[Standards for conformance]

|  |   |
|--|---|
| Heat exchangers, water-to-water and steam-to-water     | ASME <sup>1</sup> Boiler and Pressure Vessel Code, 1992, Sections II, V, VIII, IX, and X, as applicable to pressure vessels. Standards of Tubular Exchanger Manufacturers Association, Seventh Edition, 1988. |
| Heat exchangers with gas-fired appliances <sup>2</sup> | Conformance to AGA <sup>3</sup> Requirements for Heat Reclaimer Devices for Use with Gas-Fired Appliances No. 1-80, June 1, 1980. AGA Laboratories Certification Seal.  |
| Heat pump water heating heat recovery systems          | Electrical components to be listed by UL. <sup>4</sup>  |

<sup>1</sup>ASME indicates American Society of Mechanical Engineers.

<sup>2</sup>The heat reclaimer is for installation in a section of the vent connector from appliances equipped with draft hoods or appliances equipped with powered burners or induced draft and not equipped with a draft hood.

<sup>3</sup>AGA indicates American Gas Association.

<sup>4</sup>UL indicates Underwriters Laboratories.

**Boiler/Furnace Control Systems**

[Standards for conformance]

|  |   |
|--|---|
| Automatic set back thermostats               | Listed by UL. <sup>1</sup> Conformance to NEMA <sup>2</sup> DC 3–1989.                            |
| Line voltage or low voltage room thermostats | NEMA DC 3–1989.   |
| Automatic gas ignition systems               | ANSI <sup>3</sup> Z21.21–1987 and Z21.21a-1989. AGA <sup>4</sup> Laboratories Certification Seal. |
| Energy management systems                    | Listed by UL.   |
| Hydronic boiler controls                     | Listed by UL.   |
| Other burner controls                        | Listed by UL.   |

<sup>1</sup>UL indicates Underwriters Laboratories.

<sup>2</sup>NEMA indicates National Electrical Manufacturers Association.

<sup>3</sup>ANSI indicates American National Standards Institute.

<sup>4</sup>AGA indicates American Gas Association.

**Water Heater Modifications**

[Standards for conformance]

|   |  |
|---|--|
| Insulate tank and distribution piping         | (See insulation section of this appendix). |
| Install heat traps on inlet and outlet piping | Applicable local plumbing code.            |
| Install/replace water heater heating elements | Listed by UL. <sup>1</sup>                 |
| Electric, freeze-prevention tape for pipes    | Listed by UL.                              |
| Reduce thermostat settings                    | State or local recommendations.            |
| Install stack damper, gas-                    |  |

|                                  |  |
|----------------------------------|--|
| fueled                           | ANSI <sup>2</sup> Z21.66–1988, including Exhibits A&B, and ANSI Z223.1–1988. |
| Install stack damper, oil-fueled | UL 17, November 28, 1988, and NFPA <sup>3</sup> 31–1987.                     |
| Install water flow modifiers     | Commercially available.  |

<sup>1</sup>UL indicates Underwriters Laboratories.

<sup>2</sup>ANSI indicates American National Standards Institute.

<sup>3</sup>NFPA indicates National Fire Prevention Association.

**Waste Heat Recovery Devices**

[Standards for conformance]

|                             |  |
|-----------------------------|--|
| Desuperheater/water heaters | ARI <sup>1</sup> 470–1987.   |
| Condensing heat exchangers  | Commercially available components and in new heating furnace systems to manufacturers' specifications.   |
| Condensing heat exchangers  | Commercially available (Commercial, multi-story building, with teflon-lined tubes institutional) to manufacturers' specifications.               |
| Energy recovery equipment   | Energy Recovery Equipment and Systems Air-to-Air (1978) Sheet Metal and Air-Conditioning Contractors National Association (SMACNA). <sup>2</sup> |

<sup>1</sup>ARI indicates Air Conditioning and Refrigeration Institute.

<sup>2</sup>SMACNA denotes Sheet Metal and Air Conditioning Contractors' National Association.

**Boiler Repair and Modifications/Efficiency Improvements**

[Standards for conformance]

|                                    |   |
|------------------------------------|---|
| Install gas conversion burners     | ANSI <sup>1</sup> Z21.8–1984, (for gas or oil-fired systems) ANSI Z21.17–1984, ANSI Z21.17a-1990, and ANSI Z223.1–1988. AGA <sup>2</sup> Laboratories Certification seal. |
| Replace oil burner                 | UL <sup>3</sup> 296, February 28, 1989 Revision and NFPA <sup>4</sup> 31–1987.  |
| Install burners (oil/gas)          | ANSI Z223.1–1988 for gas equipment and NFPA 31–1987 for oil equipment.  |
| Re-adjust boiler water temperature | ASME <sup>5</sup> CSD–1–1988, ASME CSD–1a-  |

|   |  |
|---|--|
| or install automatic boiler temperature reset control   | 1989, ANSI Z223.1–1988, and NFPA 31–1987.  |
| Replace/modify boilers  | ASME Boiler and Pressure Vessel Code, 1992, Sections II, IV, V, VI, VIII, IX, and X. Boilers must be Institute of Boilers and Radiation Manufacturers (IBR) equipment. |
| Clean heat exchanger, adjust burner air shutter(s), check smoke no. on oil-fueled equipment. Check operation of pump(s) and replacement filters | Per manufacturers' instructions.   |
| Repair combustion chambers  | Refractory linings may be required for conversions.  |
| Replace heat exchangers, tubes  | Protection from flame contact with conversion burners by refractory shield.  |
| Install/replace thermostatic radiator valves  | Commercially available. One pipe steam systems require air vents on each radiator; see manufacturers' requirements.  |
| Install boiler duty cycle control system  | Commercially available. NFPA 70, National Electrical Code (NEC) 1993 and local electrical codes provisions for wiring.   |

<sup>1</sup>ANSI indicates American National Standards Institute.

<sup>2</sup>AGA indicates American Gas Association.

<sup>3</sup>UL indicates Underwriters Laboratories.

<sup>4</sup>NFPA indicates National Fire Prevention Association.

<sup>5</sup>ANSI/ASME indicates American National Standards Institute/American Society of Mechanical Engineers.

**Heating and Cooling System Repairs and Tune-ups/Efficiency Improvements**

[Standards for conformance]

|   |  |
|---|--|
| Install duct insulation                             | FS <sup>1</sup> HH-I–558C, January 7, 1992 (see insulation sections of this appendix).   |
| Reduce input of burner; derate gas-fueled equipment | Local utility company and procedures if applicable for gas-fueled furnaces and ANSI <sup>2</sup> Z223.1–1988 (NFPA <sup>3</sup> 54–1988) including Appendix H. |
| Repair/replace oil-fired                            | NFPA 31–1987.  |

|   |  |
|---|--|
| equipment   |  |
| Replace combustion chamber in oil-fired furnaces or boilers   | NFPA 31–1987.  |
| Clean heat exchanger and adjust burner: adjust air shutter and check CO <sub>2</sub> and stack temperature. Clean or replace air filter on forced air furnace | ANSI Z223.1–1988 (NFPA 54–1988) including Appendix H.  |
| Install vent dampers for gas-fueled heating systems   | Applicable sections of ANSI Z223.1–1988 (NFPA 54–1988) including Appendices H, I, J, and K. ANSI Z21.66–1988 and Exhibits A & B for electrically operated dampers. |
| Install vent dampers for oil-fueled heating systems   | Applicable sections of NFPA 31–1987 for installation and in conformance with UL <sup>4</sup> 17, November 28, 1988.  |
| Reduce excess combustion air:   |  |
| A: Reduce vent connector size of gas-fueled appliances  | ANSI Z223.1–1988 (NFPA 54–1988) Part 9 and Appendices G & H.   |
| B: Adjust barometric draft regulator for oil fuels  | NFPA 31–1987 and per manufacturers' (furnace or boiler) instructions.  |
| Replace constant burning pilot with electric ignition device on gas-fueled furnaces or boilers  | ANSI Z21.71–1981, Z21.71a-1985, and Z21.71b-1989.  |
| Readjust fan switch on forced air gas or oil-fueled furnaces  | Applicable sections and Appendix H of ANSI Z223.1–1988 (NFPA 54–1988) for gas furnaces and NFPA 31–1987 for oil furnaces.  |
| Replace burners   | See power burners (oil/gas).   |
| Install/replace duct furnaces (gas)   | ANSI Z223.1–1988 (NFPA 54–1988).   |
| Install/replace heat pumps  | Listed by UL.  |
| Replace air diffusers, intakes, registers, and grilles  | Commercially available.  |
| Install/replace warm air heating metal ducts  | Commercially available.  |
| Filter alarm units  | Commercially available.  |

<sup>1</sup>FS indicates Federal Specifications.

<sup>2</sup>ANSI indicates American National Standards Institute.

<sup>3</sup>NFPA indicates National Fire Prevention Association.

<sup>4</sup>UL indicates Underwriters Laboratories.

**Replacement Furnaces, Boilers, and Wood Stoves**

[Standards for conformance]

|   |   |
|---|---|
| Chimneys, fireplaces, vents and solid fuel burning appliances | NFPA <sup>1</sup> 211–1988.   |
| Gas-fired furnaces  | ANSI <sup>2</sup> Z21.47–1987, Z21.47a–1988, and Z21.47b–1989. ANSI Z223.1–1988 (NFPA 54–1988). |
| Oil-fired furnaces  | UL <sup>3</sup> 727, August 27, 1991 Revision and NFPA 31–1987.                                 |
| Liquified petroleum gas storage                               | NFPA 58–1989.   |
| Ventilation fans:   |   |
| Including electric attic, ceiling, and whole house fans       | UL 507, August 23, 1990 Revision.   |

<sup>1</sup>NFPA indicates National Fire Prevention Association.

<sup>2</sup>ANSI indicates American National Standards Institute.

<sup>3</sup>UL indicates Underwriters Laboratories.

**Air Conditioners and Cooling Equipment**

[Standards for conformance]

|   |   |
|---|---|
| Air conditioners:   |   |
| Central air conditioners                                      | ARI <sup>1</sup> 210/240–1989.                        |
| Room size units   | ANSI/AHAM <sup>2</sup> RAC–1–1982.                    |
| Other cooling equipment:                                      |   |
| Including evaporative coolers, heat pumps and other equipment | UL <sup>3</sup> 1995, November 30, 1990. <sup>4</sup> |

<sup>1</sup>ARI indicates Air Conditioning and Refrigeration Institute.

<sup>2</sup>AHAM/ANSI indicates American Home Appliance Manufacturers/American National Standards Institute.

<sup>3</sup>UL indicates Underwriters Laboratories.

<sup>4</sup>This standard is a general standard covering many different types of heating and cooling equipment.

**Screens, Window Films, and Reflective Materials**

[Standards for conformance]

|  |                         |
|--|-------------------------|
| Insect screens   | Commercially available. |
| Window films   | Commercially available. |
| Shade screens:   |                         |
| Fiberglass shade screens   | Commercially available. |
| Polyester shade screens  | Commercially available. |
| Rigid awnings:   |                         |
| Wood rigid awnings   | Commercially available. |
| Metal rigid awnings  | Commercially available. |
| Louver systems:  |                         |
| Wood louver systems  | Commercially available. |
| Metal louver systems   | Commercially available. |
| Industrial-grade white paint used as a heat-reflective measure on awnings, window louvers, doors, and exterior duct work (exposed) | Commercially available. |

[58 FR 12529, Mar. 4, 1993, as amended at 69 FR 18803, Apr. 9, 2004]

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PENNSYLVANIA  
DEPARTMENT OF COMMUNITY  
& ECONOMIC DEVELOPMENT

13 March 2006

**Subject:** CERTIFIED CELLULOSE MANUFACTURERS LIST

**To:** Weatherization Subgrantees

**From:** JamesEtta Reed, Director  
Center of Community Services

**Effective:** 20 March 2006

This is the updated Approved List of Cellulose Manufacturers for use in the Pennsylvania Weatherization Assistance Program.

This list will be periodically updated to reflect any changes to the certification process. Certification of Cellulose Manufacturers is ongoing, with the intention of adding manufacturers as they become eligible. In the event your agency is considering a different manufacturer than those on the approved list, please call Todd Watson at (717) 720 – 7441.

Ron Sartin  
**Applegate Insulation**  
1000 Highview Drive  
Webberville, MI 48892  
Phone # (800) 627 - 7536

Brian Smith  
**US Greenfiber**  
10 Valley Trail  
Fairfield, PA 17320  
CellPhone # (240) 888 – 6148  
Office phone # (717) 642 – 0135  
Product # INS551LD Cocoon Loose-Fill, INS510LD Cocoon Loose-Fill, INS500 Cocoon Stabilized and INS735 Cocoon2 Stabilized Borate Formula.

Pam Mignot  
**Central Fiber Corporation**  
4814 Fiber Lane  
Wellsville, Kansas 66092  
Phone # 1 –(785) 883-4600  
Fax # (785) 883 – 4429



Page 2

Re: Cellulose Certification

13 March 2006

C. D. Klahr, III, Pres, Gen Mgr  
**Erie Energy Products, Inc.**  
1400 Irwin Drive  
Erie, Pennsylvania 16505  
Phone # (814) 454 – 2828  
Fax # (814) 454 – 2820

Chris Hoch  
**National Fiber**  
*A Division Of Macgregor Bay Corporation*  
50 Depot Street  
Belchertown, MA 01007-9619  
Phone # (413) 283 – 8747 or 1-(800) 282-7711  
Fax # (413) 283 – 2462

George A. Chrenka, Technical Director  
**NUWOOL Company Inc.**  
2472 Port Sheldon Street  
Jenison, Michigan 49428  
Phone # (616) 669 - 0100 or 1 – (800) 748 – 0128 or 1 – (800) 968 – 9877  
Fax # (616) 669 – 2370

Steve Leighty, Operations Manager  
**Regal Industries Inc.**  
9564 East County Road  
600 South  
Crothersville, Indiana 47229  
Phone # (812) 793 – 2214  
Fax # (812) 793 - 2041

David Bell, President, ECI  
**Energy Control Inc.**  
804 W. Mill St.  
P. O. Box 327  
Ossian, IN 46777  
Phone # (260) 622 – 7614  
Fax # (260) 622 - 7604



## DAVIS-BACON LABOR STANDARDS CONTRACT STIPULATIONS

(29 CFR 5.5, also reiterated at 48 CFR 52.222-6 through 52.222-15)

### Definition 29 CFR 5.2(f)

The term "labor standards" means the requirements of:

- The Davis-Bacon Act
- The Contract Work Hours and Safety Standards Act
- The Copeland Act
- The prevailing wage provisions of the Davis-Bacon related Acts
- Regulations, 29 CFR 1, 3 and 5, which govern the administration and enforcement of the DBA and DBRA

29 CFR 5 requires contracting agencies to include in any DBA/DBRA covered construction contract the specified labor standards requirements. Normally these requirements are found in the contract under the heading "Davis-Bacon Act" or "labor standards" or "prevailing wage requirements" or "federal requirements" and include:

1. **Minimum wages** - All laborers and mechanics employed or working upon the site of work must be paid at least the applicable prevailing wage rate for the classification of work performed as listed in the applicable wage determination or a rate approved in accordance with the "conformance process" set forth at 29 CFR 5.5(a)(1). The laborers and mechanics working on the site of work must be paid weekly.
2. **Withholding** - The federal agency or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the DOL 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 the full amount of wages required by the contract. (The processing of monies so withheld is discussed further in the "Withholding" section of this book.)

- 3(a) **Maintaining basic payroll records** - The contractor must maintain basic payroll records during the course of the work and preserve them for three years. Such records shall contain:
- Name of each worker
  - Address
  - Social security number
  - His or her correct classification
  - Hourly rates of wages paid
  - Daily and weekly number of hours worked
  - Deductions made and actual wages paid
  - Contractors employing apprentices or trainees under approved programs must have written evidence of the registration of the apprenticeship program and certification of the trainee program, copies of the individual registration forms of the apprentices and trainees, and written evidence of the applicable ratios and wage rates.
- (b) **Submission of certified payroll records** - The contractor must submit weekly a copy of all payrolls to the contracting agency. The payrolls submitted must set out accurately and completely all of the basic payroll information listed above.
- The payroll information may be submitted in any form desired. Optional payroll form WH-347 is available (from the Government Printing Office, (202) 512-1800, and at 48 CFR 53.303-WH-347). The payroll information also is available on Wage and Hour website at:  
  

<http://www.dol.gov/esa/forms/whd/index.htm>
  - The prime contractor is responsible for the submission of the certified payrolls to the contracting agency (including for all subcontractors on the project).
  - Each payroll submitted must be accompanied by a "Statement of Compliance" as required by the Copeland Act and 29 CFR

Part 3. (A form for this purpose is available on the reverse of Optional form WH-347.)

- The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution. Thus, the contractor is put on notice in the contract itself that criminal prosecution could result if falsified payrolls are submitted to the government.
- The contractor or subcontractor must make the payroll records available for inspection, copying, or transcription by authorized representatives of the contracting agency or the DOL, and must 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.

4(a) **Apprentices** - Apprentices are permitted to work at less than the predetermined rate **only** when all of the following conditions are met:

- Employed pursuant to and **individually registered** in a bona fide apprenticeship program registered with the U.S. DOL, Bureau of Apprenticeship and Training (BAT), or with a state apprenticeship agency recognized by BAT. (**Note - the program itself must be registered and the apprentice must be individually registered in the program**).
- 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.
- Labor standards for apprentices also have requirements for how to pay fringe benefits and provide for portability of apprenticeship programs.

- The labor standards specify that if a contractor violates any of the provisions, then the person considered to be an apprentice must receive the full amount of the applicable prevailing wage rate for the classification of work performed.
- (b) **Trainees** - Trainees are permitted to work at less than the predetermined rate only when all of the following conditions are met.
- 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, Bureau of Apprenticeship and Training (BAT). (Note: State agency approval of trainee programs is not recognized for DBRA purposes.)
  - 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.
  - Labor standards for trainees also have requirements for how to pay fringe benefits.
  - There is no portability of a trainee program from one locality to another.
5. **Copeland requirements** - All contractors must comply with the Copeland Act requirements and the requirements in 29 CFR Part 3, which prohibits kick-backs and sets forth rules concerning deductions from employees' wages.
6. **Subcontracts** - The labor standards provisions require the contractor to insert the labor standards clauses in any subcontract. This clause further stipulates that the prime contractor shall be responsible for compliance by any subcontractor with the labor standards requirements in the contract. In effect, the prime contractor is ultimately responsible for the payment of the back wages.
- Note:** A definition for subcontractor is not found in the regulations. A subcontractor is any person (other than an employee) or firm who has agreed, either verbally or in writing, to perform any of the work required under the contract.
7. **Contract termination and debarment** - Debarment means that a firm and its responsible officers, and firms in which they have an interest (or substantial interest for related Act cases) are not

permitted to work on covered contracts for three years. If a contractor violates any of the labor standards requirements, the contractor may be terminated from the contract and/or debarred.

8. All rulings and interpretations of the DBRA issued in 29 CFR Parts 1, 3 & 5 are incorporated by reference in the contract.
9. Disputes under the contract relating to the Davis-Bacon labor standards requirements must be submitted to the DOL for resolution pursuant to the Secretary of Labor's authority under Reorganization Plan No. 14 of 1950, and 29 CFR Parts 5, 6 and 7.
10. Certification of eligibility - By entering into the contract, the contractor certifies that no person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts, i.e., not debarred.
  - This labor standards clause further stipulates that no part of the contract shall be subcontracted to any person or firm debarred.
  - The penalty for making false statements about eligibility for government contract work can be criminal prosecution.



Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the

\_\_\_\_\_ (Building or Work) \_\_\_\_\_; that during the payroll period commencing on the

\_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 237 OF TITLE 31 OF THE UNITED STATES CODE.





# UNITED STATES DEPARTMENT OF LABOR

## Employment Standards Administration

July 28, 2009

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### Wage and Hour Division (WHD)

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To promote and achieve compliance with labor standards to protect and enhance the welfare of the nation's workforce.

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### Instructions For Completing Payroll Form, WH-347

- [WH-347 \(PDF\)](#)  
OMB Control No. 1215-0149, Expires 12/31/2011.  
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have

knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between Items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

#### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4 (b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room 53502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**Note:** In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at [www.adobe.com/products/acrobat/readstep2.html](http://www.adobe.com/products/acrobat/readstep2.html). To save the completed forms on your workstation, you need to use the "Save As" method to save the file. For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

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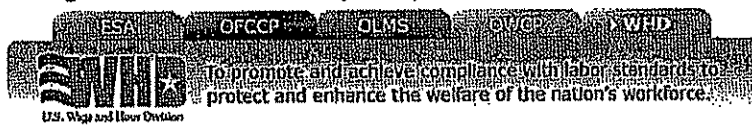
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>

## Wage and Hour Division (WHD)



### Pennsylvania Residential Weatherization Wage Determination

This project wage determination is issued in response to a request from the Department of Energy (DOE) for prevailing wage rates specific to weatherization of residential structures as those structures are defined in the All Agency Memorandum 130 and 131. This wage determination has application only to weatherization construction projects on existing residential structures as described in the SF 308 submitted by DOE. The primary purpose of the project for which this wage determination is being issued is weatherization and is not for the renovation, repair, or new construction of residential structures. All other types of residential construction projects are subject to the published general residential wage determinations for the State of Pennsylvania found on [www.wdol.gov](http://www.wdol.gov).

Weatherization work for purposes of this wage determination is defined as minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors. In Pennsylvania the Department's recent survey determined as a matter of prevailing practice that these duties are performed by a weatherization worker classification. The survey also found specialty weatherization work performed on weatherization construction projects. Specialty weatherization work is the (1) replacement of doors and windows; (2) installation and repair of furnace/cooling (HVAC) systems and all associated work involved with the installation of the HVAC system including electrical, pipe, and duct work. Classifications performing this work are also listed on this project wage determination.

Wage payment data submitted for the State of Pennsylvania included wage data information for a weatherization crew chief classification. This classification of worker is essentially a working foreman who performs the same tasks as the weatherization worker, but who is responsible for supervision, job oversight, forms completion, work assignments, and quality assurance. The additional duties are not "laborer or mechanic" work as defined by the Davis-Bacon and related Acts regulations, but are more supervisory in nature. The Department issues various classifications of workers when the duties are defined and distinct from all other classifications of workers on the wage determination. The "laborer or mechanic" duties of the crew chief are not sufficiently distinct to warrant the issuance of a separate classification on the wage determination. Moreover, the Department does not issue separate wage determinations based on a worker's skill, experience or individual training. Therefore, the weatherization crew chief is not listed as a separate classification of worker. The weatherization crew chief must be classified as a weatherization worker and paid at least the applicable wage determination rate of the weatherization worker when performing weatherization work. There is no restriction however to paying the weatherization crew chief more than the weatherization worker wage rate listed on the wage determination.

STATE: Pennsylvania

COUNTIES: See below

Decision #: 2009-PA-001

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

The following is a key to the county chart below. The first figure in each classification column is the hourly rate and the rate following the "+" is the fringe benefit rate. A blank in the classification column signifies that there is no or insufficient data from either source and therefore no applicable rate.

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

| Counties  | Weatherization Survey |                                       |   | Existing Residential Wage Determination<br>(www.wdol.gov) |                      |                              |
|-----------|-----------------------|---------------------------------------|---|---|----------------------|------------------------------|
|           | Weatherization Worker | Doors & Windows Weatherization Worker | HVAC/ Furnace/ Heating & Cooling Mechanic | Carpenter   | Electrician          | Plumber                      |
| Adams     | \$11.00+2.74          | \$11.00+2.74                          | \$19.50+2.19                              | \$12.11+1.33  | \$10.38              | \$10.94                      |
| Allegheny | \$9.63+1.35           | \$9.63+1.35                           | \$20.00+4.43                              | \$17.18+8.00<br>\$27.82+11.03                             | \$18.65<br>+10.72+3% | \$33.75+16.37                |
| Armstrong | \$14.72+2.26          | \$15.00+2.25                          | \$13.00+2.10                              | \$14.26+3.28  | \$14.99+5.30         | \$14.69                      |
| Beaver    | \$12.94+0.08          | \$14.50+2.22                          | \$21.20                                   | \$17.18+8.08  | \$15.25<br>+11.98+3% | \$19.25+8.18                 |
| Bedford   | \$11.00+2.74          | \$11.00+2.74                          | \$14.00+.16                               | \$12.11+1.33  | \$10.38              | \$10.94                      |
| Berks     | \$18.00+3.98          | \$16.00+1.50                          | \$18.00+7.29                              | \$7.25  | \$7.25               | \$7.25                       |
| Blair     | \$9.95+5.59           | \$8.00+4.11                           | \$14.33+3.86                              | \$7.50  | \$8.80               | \$10.00                      |
| Bradford  | \$12.00+4.83          | \$13.68+9.02                          | \$17.80+11.12                             | \$8.11+0.93   | \$8.88<br>+0.80+3%   | \$7.25                       |
| Bucks     | \$14.18+1.25          | \$25.00+10.59                         | \$21.19+2.28                              | \$31.19+21.84   | \$25.44+12.97        | \$24.18+16.48                |
| Butler    | \$15.00+2.37          | \$18.13+2.65                          | \$11+1.13                                 |   |                      |                              |
| Cambria   | \$11.00               | \$8.00+4.11                           | \$14.00+1.03                              | \$9.25+17.5%  | \$18.65<br>+10.72+3% | \$13.18+3.11<br>\$10.50+2.08 |
|           | Weatherization Survey |                                       |   | Existing Residential Wage Determination<br>(www.wdol.gov) |                      |                              |

| Counties                     | Weatherization Worker | Doors & Windows Weatherization Worker | HVAC/ Furnace/ Heating & Cooling Mechanic | Carpenter   | Electrician           | Plumber                      |
|------------------------------|-----------------------|---------------------------------------|---|---|-----------------------|------------------------------|
| Cameron                      | \$8.48+3.32           | \$15.91+4.38                          | \$15.54+4.32                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| Carbon                       | \$8.89+4.99           | \$8.99+4.99                           | \$17.25+2.74                              | \$15.94+5.06  | \$20.09+5.26          | \$20.03                      |
| Centre                       | \$8.00+4.11           | \$8.00+4.11                           | \$14.33+3.48                              | \$7.50  | \$8.60                | \$10.00                      |
| Chester                      | \$13.50+1.60          | \$13.50+1.60                          | \$21.19+2.28                              | \$16.97+10.49   | \$26.60<br>+7.37+3%   | \$24.18+16.48                |
| Clarion                      | \$11.00+1.70          | \$15.91+4.38                          | \$13.07+4.23                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| Clearfield                   | \$8.00+4.11           | \$15.91+4.38                          | \$14.33+3.48                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| Clinton                      | \$13.00+3.45          | \$13.00+3.45                          | \$16.37+4.32                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| Columbia                     | \$13.68+9.02          | \$13.68+1.47                          | \$21.17+10.34                             | \$15.46+3.75  | \$26.60+14.40         | \$12.78+1.49                 |
| Crawford                     | \$9.45+3.93           | \$9.45+3.93                           | \$12.00+2.23                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| Cumberland                   | \$11.00+2.74          | \$11.00+2.74                          | \$14.00+2.27                              | \$13.00   | \$14.51+1.90          | \$11.57+1.80                 |
| Dauphin                      | \$16.85+1.56          | \$22.00+10.89                         | \$14.00+2.27                              | \$13.00   | \$14.51+1.90          | \$11.57+1.80                 |
| Delaware                     | \$10.00+3.93          | \$10.00+3.93                          | \$21.19+2.28                              | \$16.97+10.49   | \$20.70<br>+5.65+9.5% | \$24.18+16.48                |
| Elk                          | \$8.48+3.32           | \$15.91+4.38                          | \$14.33+3.48                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| Erle                         | \$9.45+3.93           | \$9.45+3.93                           | \$18.00+3.35                              | \$17.10+8.00  | \$15.01+6.12          | \$19.25+8.18                 |
| Fayette                      | \$9.00                | \$9.00                                | \$15.00+3.17                              | \$17.18+8.08  | \$18.66<br>+10.72+3%  | \$16.57+9.92                 |
| Forest                       | \$16.00+2.49          | \$15.91+4.38                          | \$14.33+3.48                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| Franklin                     | \$11.00+2.74          | \$11.00+2.74                          | \$14.00+1.16                              | \$12.11+1.33  | \$10.38               | \$10.94                      |
| Fulton                       | \$11.00+2.74          | \$11.00+2.74                          | \$14.00+2.27                              | \$12.11+1.33  | \$10.38               | \$10.94                      |
| Greene                       | \$10.72               | \$15.91+4.58                          | \$17.75+1.23                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| Huntingdon                   | \$12.50+3.34          | \$12.50+3.34                          | \$12.50                                   | \$12.11+1.33  | \$10.38               | \$10.94                      |
| Indiana                      | \$11.38+4.62          | \$15.91+4.38                          | \$14.33+3.48                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| Jefferson                    | \$14.50+2.22          | \$14.50+2.22                          | \$15.07+4.23                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| Juniata                      | \$13.68+9.02          | \$13.68+9.02                          | \$17.80+11.12                             | \$12.11+1.33  | \$10.38               | \$10.94                      |
| Lackawanna                   | \$10.30+5.48          | \$10.30+5.48                          | \$16.77+4.37                              | \$15.46+3.75  | \$14.87+12.83         | \$12.78+1.49                 |
| Lancaster                    | \$11.00+2.74          | \$15.80+2.44                          | \$14.00+2.27                              | \$11.86+1.56  | \$12.67+1.46          | \$11.60+3.80                 |
| Lawrence                     | \$12.85+8.60          | \$15.91+4.38                          | \$14.00+2.27                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| Lebanon                      | \$11.00+2.74          | \$15.80+2.44                          | \$14.00+2.27                              | \$13.00   | \$14.51+1.90          | \$11.57+1.80                 |
| Lehigh                       | \$10.00+7.72          | \$15.00+7.72                          | \$18.00+7.29                              | \$15.94+5.06  | \$20.09+5.26          | \$20.03                      |
| Luzerne                      | \$12.94+3.63          | \$12.94+3.63                          | \$16.77+4.37                              | \$15.46+3.75  | \$14.97+12.83         | \$12.78+1.49                 |
| Lycoming                     | \$13.80+3.45          | \$13.80+3.45                          | \$14.33+3.48                              | \$15.46+3.75  | \$15.82+8.58          | \$12.78+1.49                 |
| McKean                       | \$8.56+3.32           | \$15.91+4.38                          | \$14.33+3.48                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| <b>Weatherization Survey</b> |                       |                                       |   | <b>Existing Residential Wage Determination<br/>(www.wdof.gov)</b> |                       |                              |
| Counties                     | Weatherization Worker | Doors & Windows Weatherization Worker | HVAC/ Furnace/ Heating & Cooling Mechanic | Carpenter   | Electrician           | Plumber                      |
| Mercer                       | \$15.00+2.37          | \$19.13+1.87                          | \$11.00+1.13                              | \$20.83+8.96  | \$15.25<br>+11.96+3%  | \$19.25+8.18                 |
| Mifflin                      | \$13.68+9.02          | \$13.68+9.02                          | \$17.80+11.12                             | \$12.11+1.33  | \$10.38               | \$10.94                      |
| Monroe                       | \$13.68+9.02          | \$13.68+9.02                          | \$17.80+11.12                             | \$25.98+10.28   | \$25.44<br>+12.97     | \$36.80+16.26                |
| Montgomery                   | \$17.00+1.87          | \$22.00+3.24                          | \$19.00+2.31                              | \$31.19+21.84   |                       | \$24.18+16.48                |
| Monroe                       | \$13.68+9.02          | \$13.68+9.02                          | \$17.80+11.12                             | \$12.11+1.33  | \$10.38               | \$10.94                      |
| Northampton                  | \$10.00+7.72          | \$16.00+7.72                          | \$18.00+7.29                              | \$15.84+5.06  | \$25.44+12.97         | \$20.03                      |
| Northumberland               | \$11.32+2.71          | \$13.68+9.02                          | \$17.80+11.12                             | \$12.11+1.33  | \$10.38               | \$10.94                      |
| Perry                        | \$13.68+9.02          | \$13.68+9.02                          | \$17.80+11.12                             | \$13.00   | \$14.51+1.90          | \$11.57+1.80                 |
| Philadelphia                 | \$14.18+1.25          | \$25.00+10.59                         | \$21.19+2.28                              | \$34.26+22.34   | \$46.85+24.14         | \$43.23+24.48                |
| Pike                         | \$12.19+7.75          | \$10.30+5.48                          | \$16.77+4.37                              | \$15.46+3.75  | \$14.97+12.83         | \$12.78+1.49                 |
| Potter                       | \$8.48+3.00           | \$15.91+4.38                          | \$14.33+3.48                              | \$14.26+3.28  | \$14.99+5.30          | \$14.69                      |
| Schuylkill                   | \$10.50+3.03          | \$13.68+9.02                          | \$17.80+11.12                             | \$12.11+1.33  | \$10.38               | \$10.94                      |
| Snyder                       | \$13.68+9.02          | \$13.68+9.02                          | \$17.80+11.12                             | \$12.11+1.33  | \$10.38               | \$10.94                      |
| Somerset                     | \$12.75               | \$12.75                               | \$14.00+1.16                              | \$9.25+17.5%  | \$18.65<br>+10.72+3%  | \$13.16+3.11<br>\$10.50+2.08 |
|                              |                       |                                       |   |   | \$8.88                |                              |

|              |               |               |               |              |                      |              |
|--------------|---------------|---------------|---------------|--------------|----------------------|--------------|
| Sullivan     | \$12.00+7.75  | \$13.68+9.02  | \$17.80+11.12 | \$8.11+0.93  | +0.80+3%             | \$7.25       |
| Susquehanna  | \$12.00+4.83  | \$13.68+9.02  | \$17.80+11.12 | \$8.11+0.93  | \$8.88<br>+0.80+3%   | \$7.25       |
| Tioga        | \$12.00+4.83  | \$13.68+9.02  | \$17.80+11.12 | \$8.11+0.93  | \$8.88<br>+0.80+3%   | \$7.25       |
| Union        | \$13.68+9.02  | \$13.68+9.02  | \$17.80+11.12 | \$12.11+1.33 | \$10.38              | \$10.94      |
| Venango      | \$16.00+2.49  | \$15.91+4.38  | \$15.07+4.23  | \$14.26+3.28 | \$14.99+5.30         | \$14.69      |
| Warren       | \$9.45+3.93   | \$15.91+4.38  | \$14.33+3.48  | \$14.26+3.28 | \$14.99+5.30         | \$14.69      |
| Washington   | \$15.00+2.25  | \$15.00+2.25  | \$23.50+9.90  | \$17.18+8.08 | \$18.65<br>+10.72+3% | \$16.57+9.92 |
| Wayne        | \$12.00+4.83  | \$13.68+9.02  | \$17.80+11.12 | \$8.11+0.93  | \$8.88<br>+0.80+3%   | \$7.25       |
| Westmoreland | \$13.54+15.24 | \$13.54+15.24 | \$22.23+19.77 | \$17.18+8.08 |                      |              |
| Wyoming      | \$12.19+7.75  | \$10.30+5.48  | \$16.77+4.37  | \$15.48+3.75 | \$14.97<br>+12.83    | \$12.78+1.49 |
| York         | \$14.47+2.40  | \$15.80+2.44  | \$14.00+2.27  | \$7.25       | \$7.25               | \$7.25       |

**PRICING MATRIX**

| Description                      | Unit | Material | Labor to Install | Total Price |
|----------------------------------|------|----------|------------------|-------------|
| <b>Service Charges</b>           |      |          |                  |             |
| Labor Rate (1 Man Crew Per Hour) | Hour |          |                  |             |
| Labor Rate (2 Man Crew Per Hour) | Hour |          |                  |             |
| Blower Door Test                 | Each |          |                  |             |
| Combustion Testing               | Each |          |                  |             |
| Ductwork Testing                 | Each |          |                  |             |
| Pressure Diagnostics             | Each |          |                  |             |
| Other:                           |      |          |                  |             |
| Other:                           |      |          |                  |             |
|                                  |      |          |                  |             |



**PRICING MATRIX**

| <b>MEASURES</b>                    |             |                 |                         |                    |
|------------------------------------|-------------|-----------------|-------------------------|--------------------|
|                                    |             |                 |                         |                    |
| <b>Appliance/Lighting Measures</b> | <b>Unit</b> | <b>Material</b> | <b>Labor to Install</b> | <b>Total Price</b> |
| CFL - Candle Base                  | Each        |                 |                         |                    |
| CFL - Mini                         | Each        |                 |                         |                    |
| CFL - Outdoor                      | Each        |                 |                         |                    |
| CFL - Three Way                    | Each        |                 |                         |                    |
| CFL - Torchiere Lamp               | Each        |                 |                         |                    |
| CFL - Dimmable                     | Each        |                 |                         |                    |
| Clean Refrigerator Coil            | Each        |                 |                         |                    |
| Clean A/C Coil                     | Each        |                 |                         |                    |
| Appliance / Air Conditioner Timer  | Each        |                 |                         |                    |
| Other:                             |             |                 |                         |                    |
| Other:                             |             |                 |                         |                    |
|                                    |             |                 |                         |                    |
| <b>Water Heating Measures</b>      | <b>Unit</b> | <b>Material</b> | <b>Labor to Install</b> | <b>Total Price</b> |
| Faucet Aerator - Bath              | Each        |                 |                         |                    |
| Faucet Aerator - Kitchen           | Each        |                 |                         |                    |
| Low Flow Showerhead                | Each        |                 |                         |                    |
| Water Heater Jacket (R-11)         | Each        |                 |                         |                    |
| Water - Pipe Insulation - 1/2 "    | Lin. Ft.    |                 |                         |                    |
| Water - Pipe Insulation - 3/4 "    | Lin. Ft.    |                 |                         |                    |
| Water Heater Tank Temp Setback     | Each        |                 |                         |                    |
| Faucet Repair                      | Each        |                 |                         |                    |
| Water Heater Element Test          | Each        |                 |                         |                    |
| Water Heater Element Replace       | Each        |                 |                         |                    |
| Water Heater Replace - 30 Gallon   | Each        |                 |                         |                    |
| Water Heater Replace - 40 Gallon   | Each        |                 |                         |                    |
| Water Heater Replace - 50          | Each        |                 |                         |                    |
| Water Heater Replace - 52          | Each        |                 |                         |                    |
| Water Heater Replace - 80 Gallon   | Each        |                 |                         |                    |
| Plumbing Repairs                   | Each        |                 |                         |                    |
| Seal Tub Hole From Ceiling Below   | Each        |                 |                         |                    |
| Faucet Replace - Bathroom Sink     | Each        |                 |                         |                    |
| Faucet Replacement - Bathtub       | Each        |                 |                         |                    |
| Faucet Replacement - Kitchen       | Each        |                 |                         |                    |
| Other:                             |             |                 |                         |                    |
| Other:                             |             |                 |                         |                    |
|                                    |             |                 |                         |                    |

**PRICING MATRIX**

| <b>Air Sealing Measures</b>  | <b>Unit</b> | <b>Material</b> | <b>Labor to Install</b> | <b>Total Price</b> |
|--|-------------|-----------------|-------------------------|--------------------|
| Blower Door Guided Air Sealing   | Each        |                 |                         |                    |
| Fireplace Plug   | Each        |                 |                         |                    |
| Sealing Drop Soffit with Tuff-R  | Sq. Ft.     |                 |                         |                    |
| Caulk Baseboards, Wall Trim or Cracks                                    | Tube        |                 |                         |                    |
| Foam Seams & Cracks  | Per lbs.    |                 |                         |                    |
| Repair / Block Holes with 1 " R-Max<br>(Thermax, Cellutex)               | Sq. Ft.     |                 |                         |                    |
| Repair / Block Holes with 1/2 " R-Max<br>(Thermax, Cellutex, Foam Board) | Sq. Ft.     |                 |                         |                    |
| Tyvek  | Sq. Ft.     |                 |                         |                    |
| Pressure Test Ducts  | Each        |                 |                         |                    |
| Air Conditioner Cover  | Each        |                 |                         |                    |
| Interior A/C Cover   | Each        |                 |                         |                    |
| Other:   |             |                 |                         |                    |
| Other:   |             |                 |                         |                    |
|  |             |                 |                         |                    |

## PRICING MATRIX

| <b>Attic Measures</b>   | <b>Unit</b> | <b>Material</b> | <b>Labor to Install</b> | <b>Total Price</b> |
|---|-------------|-----------------|-------------------------|--------------------|
| Caulking - Attic  | Tube        |                 |                         |                    |
| Weatherstrip - Hatch  | Each        |                 |                         |                    |
| Seal Off Whole House Fan  | Each        |                 |                         |                    |
| Attic - Fiberglass Batt R-11  | Sq. Ft.     |                 |                         |                    |
| <b>Blown Insulation - Fiberglass</b>  |             |                 |                         |                    |
| R-38 Closed Blow  | Sq. Ft.     |                 |                         |                    |
| R-38 Open Blow  | Sq. Ft.     |                 |                         |                    |
| R-30 Closed Blow  | Sq. Ft.     |                 |                         |                    |
| R-30 Open Blow  | Sq. Ft.     |                 |                         |                    |
| R-25 Closed Blow  | Sq. Ft.     |                 |                         |                    |
| R-25 Open Blow  | Sq. Ft.     |                 |                         |                    |
| R-19 Closed Blow  | Sq. Ft.     |                 |                         |                    |
| R-19 Open Blow  | Sq. Ft.     |                 |                         |                    |
| R-11 Closed Blow  | Sq. Ft.     |                 |                         |                    |
| R-11 Open Blow  | Sq. Ft.     |                 |                         |                    |
| <b>Blown Insulation - Cellulose</b>   |             |                 |                         |                    |
| R-38 Closed Blow  | Sq. Ft.     |                 |                         |                    |
| R-38 Open Blow  | Sq. Ft.     |                 |                         |                    |
| R-30 Closed Blow  | Sq. Ft.     |                 |                         |                    |
| R-30 Open Blow  | Sq. Ft.     |                 |                         |                    |
| R-25 Closed Blow  | Sq. Ft.     |                 |                         |                    |
| R-25 Open Blow  | Sq. Ft.     |                 |                         |                    |
| R-19 Closed Blow  | Sq. Ft.     |                 |                         |                    |
| R-19 Open Blow  | Sq. Ft.     |                 |                         |                    |
| R-11 Closed Blow  | Sq. Ft.     |                 |                         |                    |
| R-11 Open Blow  | Sq. Ft.     |                 |                         |                    |
| Attic - Attic Damming with Tuff R   | Each        |                 |                         |                    |
| Attic - Hatch Boxing  | Each        |                 |                         |                    |
| T-Max Attic Hatch (Hatch Boxing)  | Each        |                 |                         |                    |
| Attic - Create Attic Acc/No Stairs  | Each        |                 |                         |                    |
| Attic - Weatherstrip and Construct Rigid Board Insulated Box for Pull Down Stairway | Each        |                 |                         |                    |
| Attic - Recessed Lighting Boxing  | Each        |                 |                         |                    |
| Vent - Add Roof Vent  | Each        |                 |                         |                    |
| Vent - Install Louver Design Vents in Attic Window > 2.5 sq. ft.                    | Each        |                 |                         |                    |
| Vent - Install Louver Design Vents in Attic Window > 4 sq. ft.                      | Each        |                 |                         |                    |
| Vent - Install Soffit Vents 16 " on center  | Each        |                 |                         |                    |
| Vent - Install Soffit Vents 24 " on center  | Each        |                 |                         |                    |
| Eve Chutes  | Each        |                 |                         |                    |
| Soffit Chutes   | Each        |                 |                         |                    |
| Attic Hatch - Construct   | Each        |                 |                         |                    |
| Other:  |             |                 |                         |                    |
| Other:  |             |                 |                         |                    |
|   |             |                 |                         |                    |

**PRICING MATRIX**

| <b>Walls Measures</b>                                | <b>Unit</b> | <b>Material</b> | <b>Labor to Install</b> | <b>Total Price</b> |
|--|-------------|-----------------|-------------------------|--------------------|
| Caulking - Walls                                     | Tube        |                 |                         |                    |
| Switch & Outlet Gaskets                              | Each        |                 |                         |                    |
| Floor/basement - Dense Pack 8 " Cantilever           | Sq. Ft.     |                 |                         |                    |
| Floor/basement - Faced Bat Fiberglass R-11           | Sq. Ft.     |                 |                         |                    |
| Blocking Joist Bays Below Kneewalls                  | Sq. Ft.     |                 |                         |                    |
| Wall 6 " Dense Pack Cellulose                        | Sq. Ft.     |                 |                         |                    |
| Wall 8 " Dense Pack Cellulose                        | Sq. Ft.     |                 |                         |                    |
| Wall < 4 " Dense Pack Cellulose                      | Sq. Ft.     |                 |                         |                    |
| Wall Insulation - Faced Batt R-11                    | Sq. Ft.     |                 |                         |                    |
| Wall Insulation - Faced Batt R-19                    | Sq. Ft.     |                 |                         |                    |
| Insulate Knee Wall – Faced Batt R-11                 | Sq. Ft.     |                 |                         |                    |
| Other:   |             |                 |                         |                    |
| Other:   |             |                 |                         |                    |
|  |             |                 |                         |                    |
| <b>Floors Measures</b>                               | <b>Unit</b> | <b>Material</b> | <b>Labor to Install</b> | <b>Total Price</b> |
| Caulking - Floors                                    | Tube        |                 |                         |                    |
| Floor/basement - Fiberglass Batts R-19               | Sq. Ft.     |                 |                         |                    |
| Install Vapor Barrier - Crawl Space (6 mil)          | Sq. Ft.     |                 |                         |                    |
| Sill Box Fiberglass Batts R-11 Sill Box              | Sq. Ft.     |                 |                         |                    |
| Interior Foundation Insulation - Faced Batt R-19 24" | Sq. Ft.     |                 |                         |                    |
| Other:   |             |                 |                         |                    |
| Other:   |             |                 |                         |                    |
|  |             |                 |                         |                    |
| <b>Garage Insulation Measures</b>                    | <b>Unit</b> | <b>Material</b> | <b>Labor to Install</b> | <b>Total Price</b> |
| Caulking - Garage                                    | Tube        |                 |                         |                    |
| Garage - Thermax Board                               | Sq. Ft.     |                 |                         |                    |
| Garage - Fiberglass Batt R-19                        | Sq. Ft.     |                 |                         |                    |
| Other:   |             |                 |                         |                    |
| Other:   |             |                 |                         |                    |
|  |             |                 |                         |                    |

**PRICING MATRIX**

| <b>Windows Measures</b>  | <b>Unit</b> | <b>Material</b> | <b>Labor to Install</b> | <b>Total Price</b> |
|--|-------------|-----------------|-------------------------|--------------------|
| Caulking - Windows   | Each        |                 |                         |                    |
| Tighten Year-Round A/C (Caulk)   | Each        |                 |                         |                    |
| Window - Window - Repl Crkd Glass With Glazing                         | Each        |                 |                         |                    |
| Window - Reglaze Only  | Each        |                 |                         |                    |
| Window - Pulley Insulator  | Each        |                 |                         |                    |
| Window - Repair/Replace Sash   | Each        |                 |                         |                    |
| Window - Sash Lock   | Each        |                 |                         |                    |
| Window - Sash Shim   | Each        |                 |                         |                    |
| Window - Replace Windows   | Each        |                 |                         |                    |
| Window - Install Inside Storm  | Each        |                 |                         |                    |
| Window - Exterior Storm Repair   | Each        |                 |                         |                    |
| Other:   |             |                 |                         |                    |
| Other:   |             |                 |                         |                    |
|  |             |                 |                         |                    |
| <b>Doors Measures</b>  | <b>Unit</b> | <b>Material</b> | <b>Labor to Install</b> | <b>Total Price</b> |
| Caulking - Doors   | Each        |                 |                         |                    |
| Sweep - Metal Door Install   | Each        |                 |                         |                    |
| Sweep - Wood Door Install  | Each        |                 |                         |                    |
| Weatherstrip - Exterior Door   | Each        |                 |                         |                    |
| Door - Lock Fix  | Each        |                 |                         |                    |
| Door - Install / Replace Barrel Bolt - 3 "                             | Each        |                 |                         |                    |
| Door - Install / Replace Barrel Bolt - 4 "                             | Each        |                 |                         |                    |
| Door - Install / Replace Door Stop                                     | Each        |                 |                         |                    |
| Door - Replace Exterior Lockset  | Each        |                 |                         |                    |
| Door - Adjust hinges, remove door and shave for threshold installation | Each        |                 |                         |                    |
| Door - Install Replace Threshold                                       | Each        |                 |                         |                    |
| Door - Interior Pre Hung Wood Door                                     | Each        |                 |                         |                    |
| Door - Replace Solid Wood Door   | Each        |                 |                         |                    |
| Door - Replace Steel Door  | Each        |                 |                         |                    |
| Door - Construct Plywood Door  | Each        |                 |                         |                    |
| Door - Storm Door  | Each        |                 |                         |                    |
| Door - Weatherstrip - Interior Door                                    | Each        |                 |                         |                    |
| Door - Replace Lock - Interior Door                                    | Each        |                 |                         |                    |
| Door - Construct - Interior Door                                       | Each        |                 |                         |                    |
| Door - Insulate Door - Attic   | Each        |                 |                         |                    |
| Door - Interior Door - Insulate  | Lin. Ft.    |                 |                         |                    |
| Other:   |             |                 |                         |                    |
| Other:   |             |                 |                         |                    |
|  |             |                 |                         |                    |

**PRICING MATRIX**

| <b>HVAC/Electrical Measures</b>                | <b>Unit</b> | <b>Material</b> | <b>Labor to Install</b> | <b>Total Price</b> |
|--|-------------|-----------------|-------------------------|--------------------|
| Baseboard Replacement 3 '                      | Each        |                 |                         |                    |
| Baseboard Replacement 4 '                      | Each        |                 |                         |                    |
| Baseboard Replacement 5 - 6 '                  | Each        |                 |                         |                    |
| Baseboard Replacement 8 '                      | Each        |                 |                         |                    |
| Air Conditioner Filter                         | Each        |                 |                         |                    |
| Clean A/C Coils                                | Each        |                 |                         |                    |
| Clean O.S. MH Central A/C Coil                 | Each        |                 |                         |                    |
| Clean Refrigerator Coils                       | Each        |                 |                         |                    |
| Other Efficiency Improvements                  | Each        |                 |                         |                    |
| CO2 Detector                                   | Each        |                 |                         |                    |
| CO2 Efficiency Test                            | Each        |                 |                         |                    |
| Duct - Insulate Duct Attic Round               | Sq. Ft.     |                 |                         |                    |
| Duct - Insulate Duct Attic Square              | Sq. Ft.     |                 |                         |                    |
| Duct - Insulate Duct Basement < 12 " Round     | Sq. Ft.     |                 |                         |                    |
| Duct - Insulate Duct Basement < 12 " Square    | Sq. Ft.     |                 |                         |                    |
| Duct - Insulate Duct Crawl Space > 12 " Round  | Sq. Ft.     |                 |                         |                    |
| Duct - Insulate Duct Crawl Space > 12 " Square | Sq. Ft.     |                 |                         |                    |
| Duct Work Insulation                           | Sq. Ft.     |                 |                         |                    |
| Furnace Filter - Clean                         | Each        |                 |                         |                    |
| Furnace Filter - Replace                       | Each        |                 |                         |                    |
| Central Air Filter - Clean                     | Each        |                 |                         |                    |
| Central Air Filter - Replace                   | Each        |                 |                         |                    |
| Other:   |             |                 |                         |                    |
| Other:   |             |                 |                         |                    |
|  |             |                 |                         |                    |



**ENERGY CONSERVATION AND ASSISTANCE AGREEMENT**

THIS ENERGY CONSERVATION AND ASSISTANCE AGREEMENT (hereinafter “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Dauphin (“County”), a political subdivision of the Commonwealth of Pennsylvania governed under the County Code, Act of August 9, 1955, P.L. 323, No. 130, as amended, 16 P.S. § 101 et seq., and \_\_\_\_\_ (Contractor), a contractor who does business as \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, under the Energy Conservation and Assistance Act, Act of July 10, 1986, P.L. 1398, No. 122, as amended, 62 P.S. § 3011 et set., the County provides certain energy conservation and assistance programs (Programs) to households that meet certain eligibility requirements; and

WHEREAS, among the Programs, the County specifically provides energy assistance and weatherization assistance to low-income households; and

WHEREAS, the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L 111-5, was enacted by Congress to, inter alia, preserve and create jobs, promote economic recovery, and assist those most impacted by the recession;

WHEREAS, in the expenditure of ARRA funds, the Commonwealth must seek to provide opportunities for small businesses to compete for contracts and grants and to participate as contractors, subcontractors and suppliers because those businesses play a critical role in stimulating economic strength and creating jobs; and

WHEREAS, the Commonwealth has taken official action to utilize ARRA to fund the expansion of the Programs, including the one providing for energy assistance and weatherization assistance to low-income households (ARRA Weatherization Assistance Program); and



WHEREAS, the County, as a political subdivision of the Commonwealth, has a duty to expand the Programs, including the ARRA Weatherization Assistance Program; and

WHEREAS, the Commonwealth has provided the County with ARRA funds to expand such programs; and

WHEREAS, like the Commonwealth, the County seeks to provide opportunities for small businesses to compete for contracts and to participate as contractors, and the County has determined that the ARRA Weatherization Assistance Program is such an opportunity.

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part hereof, and in consideration of the mutual promises and covenants of the parties contained herein, the parties, each intending to be legally bound hereby, covenant and agree as follows:

1. Contract Work. Contractor agrees to perform the work described in Schedule "A" (to be attached hereto and made part hereof when the Agreement is signed) at the location likewise described in Schedule "A" (sometimes referred to herein as the "Site"), all in accordance with the details (the "Details") listed in Schedule "A" and the energy audit issued by the County's Weatherization Department. The work to be performed by Contractor is called the "Contract Work" or "Work," and the improvements of which the Contract Work is a part is called the "Project". The performance of the Work shall begin no earlier than January 1, 2010, and the Project shall be completed no later than March 31, 2012.

2. Performance Standard. The Work must be performed and completed in accordance with all requirements of law, including (but not limited to) the standards for weatherization materials produced by the Consumer Product Safety Commission and published as Appendix A in 16 CFR part 440. No Work shall be undertaken until Contractor has been issued all required permits. "Completion" includes obtaining all certificates of occupancy or amendments of existing certificates, as the case may

be. Unless otherwise specified in the Details, the Work must be performed in accordance with best modern practice and with materials and workmanship of the highest quality. Contractor shall check and verify all dimensions, grades, and levels before commencement of performance and whenever necessary during the progress thereof. Contractor, in performing this Agreement, acts as an independent contractor and will provide all labor, tools, scaffolding, equipment, materials, supplies, and everything necessary to undertake and complete all of the Contract Work in a thoroughly first-class workmanlike manner.

3. Contract Cost. The County agrees to pay Contractor for Contractor's complete performance of the Contract Work the fixed amount(s) described for service charges and measures on the pricing matrix attached hereto as Exhibit "C" and incorporated herein by reference; provided, however, payment shall be conditioned on the County's acceptance of the Contract work.

4. Time Periods. Contractor agrees to begin and complete the Work at the times specified in paragraph one (1) above. Time is of the essence of this Agreement. Contractor shall accordingly prosecute all Work diligently, using such means and methods of construction as will assure completion not later than the date specified therefor, or on the date to which the time for completion may be extended by the County in its sole discretion. Nothing in this paragraph, however, grants to Contractor the privilege to use means or methods which do not accord with sound and accepted business practices.

5. Waivers of Lien. The Contractor shall execute and deliver to the County a waiver of mechanic's lien simultaneously with execution of this Agreement. The waiver of mechanics' lien, which will be recorded by the County, is attached hereto as Exhibit "B."

6. Tools, Machinery, Equipment. The County assumes no liability or responsibility for the care, safety, or preservation of any tools, machinery, equipment, materials or supplies, and all risks thereof are assumed by Contractor.

7. Protection of Persons and Property. Contractor at all times must take all reasonable precautions to protect the persons and property of others on or adjacent to the Site from damage, loss, or injury resulting from operations under this Agreement by Contractor, or any other party with whom Contractor has subcontracted. Contractor's obligation to protect shall include the duty to provide, place and adequately maintain at or about the Site suitable and sufficient guards, lights, barricades and enclosures. Contractor shall not disturb nor displace any protection installed by others.

8. Compliance with Labor Laws. All applicable provisions of law governing the employment of labor on the Project must be strictly complied with by Contractor, or any other party to whom the latter subcontracts any work, including (but not limited to) the federal Davis-Bacon Act, 40 U.S.C.A Section 276a.

9. Indemnity. Contractor agrees to indemnify and hold harmless the County, its respective agents, servants and employees of and from any and all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind and nature, both legal and otherwise, whether direct or indirect, by reason of injuries or death suffered by any person or damage to property caused by Contractor (or its subcontractors) in the performance of the Contract Work. This indemnity includes acts of Contractor (or its subcontractors) for which Contractor and the County, or either of them, is or are liable because of nondelegable statutory duties. The foregoing indemnity shall not be affected by any contributory negligence of the County. The foregoing indemnity is independent of Contractor's obligation to supply comprehensive general liability insurance under paragraph ten (10) hereof.

10. Insurance/Performance Bond.

(a) Before commencing performance of the Work, Contractor shall procure and maintain throughout the term of this Agreement at least the following policies of insurance: (i) Commercial General Liability with at least the following limits of liability:

|                |   |
|----------------|---|
| \$1,000,000.00 | Each Occurrence Limit                   |
| \$2,000,000.00 | General Aggregate Limit                 |
| \$2,000,000.00 | Products-Completed Operations Aggregate |

All policies of insurance required under this Agreement shall name the County as an additional insured. Before commencing performance of the Work, Contractor shall deliver to County certificate(s) evidencing said insurance.

(b) Contractor shall furnish a bond satisfactory to County from a surety company designated by County for the performance of this Agreement, which bond shall comply with the laws of the Commonwealth of Pennsylvania, its premiums to be paid by Contractor.

11. Defects. Contractor must promptly repair, replace, restore or rebuild any finished work in which defects and material or workmanship may appear, or to which damage may occur because of such defects, during the one-year period after the date of final acceptance of the Work, or such longer period as is needed to complete one full cycle of operation of any equipment, as the case may be.

12. County's Cancellation. The County reserves the right at any time, in its sole discretion, to cancel this Agreement by notice to Contractor setting forth a date for the ending of this Agreement not less than five (5) days from the date of service of the notice. In that circumstance, the County's liability shall be to pay for the reasonable value of labor and materials physically incorporated into the Work up to the effective date of cancellation, along with the value of materials specifically fabricated by Contractor for the Work up to the date the notice of cancellation was given, though not incorporated in the Work but not reasonably usable elsewhere, less payments already made to Contractor.

13. Notice. All notices by either party to the other, to have any validity, must be in writing, addressed to them at their respective addresses set forth below, and sent either by registered or certified

mail. The notice shall be deemed given on the date of registration with the postal authorities or the date of mailing, as the case may be.

County: Chad Saylor  
Chief Clerk/Chief of Staff  
2 South 2<sup>nd</sup> Street, 4<sup>th</sup> Floor  
Harrisburg, PA 17101

With a copy to: Dauphin County Solicitor's Office  
2 South 2<sup>nd</sup> Street, 4<sup>th</sup> Floor  
Harrisburg, PA 17101

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The person to whom and the place to where notices need to be delivered may be changed from time to time by either party with written notice given to the other party.

14. Entire Agreement. This document represents the entire Agreement between the parties. There are no other oral or written understandings. Amendments may not be made except in writing signed by the parties. The laws of the Commonwealth of Pennsylvania shall apply to this Agreement, and the situs of dispute resolution shall be Dauphin County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names, or on their respective behalves by duly authorized officers, as of the day and year first above written.

BOARD OF COMMISSIONERS  
OF DAUPHIN COUNTY

\_\_\_\_\_  
Chad Saylor  
Chief Clerk/Chief of Staff

By: \_\_\_\_\_  
Jeff Haste, Chairman

By: \_\_\_\_\_  
Dominic D. DiFrancesco, II, Vice Chairman

By: \_\_\_\_\_  
George P. Hartwick, III, Secretary

ATTEST:

\_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_  
Name:  
Title: