

# Community in Action

**RFP#21-001**

**PROFESSIONAL, TECHNICAL AND EXPERT SERVICES**

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Request for Proposal for:

## **WEATHERIZATION PROGRAM**

**Proposal(s) shall be sealed and clearly marked with RFP# and Project Title:**

**RPF #21-001 – Weatherization Program**

**Submit one (1) original and three (3) complete copies of the Proposal to:**

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Kris Hurd, Program Coordinator  
Community in Action  
915 SW 3<sup>rd</sup> Ave  
Ontario, OR 97914

No faxed or emailed proposals will be accepted.

Refer Questions to:

Kris Hurd, Program Coordinator

Kris@cina.team

Phone: 541-889-1060 ext. 107

Fax: 541-889-0768

## General Terms and Conditions

**ADMINISTRATIVE REQUIREMENTS** - Contractors shall comply with all management and administrative requirements established by the Site Built Housing and Mobile Home Weatherization Specifications for the State of Oregon Weatherization Assistance Program, Oregon Uniform Building Code, Plumbing, Mechanical and Electrical Specialty Safety Code and any subsequent amendments or modifications, as applicable to providers licensed in the State of Oregon. All proposals submitted become the property of Community in Action. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Community in Action has the right to reject or accept proprietary information.

**AUTHORSHIP** - Applicants must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

**CANCELLATION OF AWARD** – Community in Action reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities is necessary, Community in Action reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

**CONFIDENTIALLY**- Proposer shall comply with all applicable agency policies as well as state and federal laws governing the confidentiality of information.

**CONFLICT OF INTEREST** - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Community in Action or the appropriate Advisory Board may have in the proposing agency or proposed project.

**CONSORTIUM OF AGENCIES** - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

**COST OF PROPOSAL & AWARD** - The contract award will not be final, and no work may commence until Community in Action and the prospective contractor(s) have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Community in Action is not responsible for any costs incurred prior to the effective date of the contract. Community in Action reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

**DISPUTES-** Community in Action encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Community in Action, 915 SW 3<sup>rd</sup> Ave, Ontario, OR 97914.

**DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS** - It is the policy of Community in Action to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Community in Action is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with Department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor(s) must certify to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements. Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section

**ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM** – Community in Action wishes to implement an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle.

**GRIEVANCE PROCEDURE** – Grievances are limited to violations of federal laws or regulations, or failure of CinA to follow its own procurement policies. Grievances must be filed within 10 days after the decision was made and must clearly state the issue the contractor wished to file a grievance over. CinA will answer the grievance within 20 days and make clear statements as to why the contractor was not chosen. CinA’s evaluation and final decision is final.

**INDEPENDENT PRICE DETERMINATION** - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

**LIMITATION** - This RFP does not commit Community in Action to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

**LATE PROPOSALS** - A proposal received after the date and time indicated will not be accepted. No exceptions will be made.

**MINORITY/WOMEN-OWNED BUSINESS** – CinA strives to provide Minority and Women-Owned Business Enterprises (M/WBEs) the greatest practicable opportunity to participate in CinA’s contracting activity for the procurement of goods and services. Proposal submitter must be registered with Oregon Secretary of State as Minority/Women-Owned Business to accumulate points for this status.

**ORAL PRESENTATIONS**- An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time, and location the oral presentation is to be conducted.

**OTHER AUDIT/MONITORING REQUIREMENTS** - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Community in Action: Fund accountability; Contract compliance; and Program performance.

**PRICE WARRANT** - The proposal shall warrant that the costs quoted for services in response to the RFP are not more than those which would be charged any other individual or entity for the same services performed by the prospective contractor.

**REJECTION OF PROPOSALS** – Community in Action reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Community in Action to do so.

**SUBCONTRACTING** - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Community in Action. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

**VERBAL PROPOSALS** - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

**WORKERS COMPENSATION INSURANCE** – The contractor shall, prior to commencing work on any property, file with Community in Action a certificate of Proof of Liability Insurance and Workmen’s Compensation Insurance in the amount of \$100,000 or more, and proof that he/she has filed a Certificate of Bond for at least \$15,000 with an authorized agent.

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Request for Proposal # 19-002  
**Part I Proposal Requirements**

Section IA	Section IA
1. Introduction	Community in Action administers the Low-Income Weatherization Programs in Harney and Malheur counties. Funding is provided by the US Department of Energy, Health and Human Services Department, Cascade Natural Gas, Idaho Power, foundations, and private corporate funding. Major funds are administered by Oregon Housing and Community Services (OHCS).
2. Background	<p>The Weatherization Assistance Program is a state and federally funded program managed locally by community action agencies, housing authorities, or local government agencies. The program provides professional energy management through:</p> <ul style="list-style-type: none"> <li>• building energy audits and analysis</li> <li>• attic insulation</li> <li>• crawl space insulation</li> <li>• sidewall insulation</li> <li>• furnace repair or replacement</li> <li>• heating duct sealing and insulation</li> <li>• water heater and water pipe insulation</li> <li>• weather-stripping and caulking</li> <li>• other draft reduction and energy-saving measures</li> </ul>

	Contractors that demonstrate qualifications or achieve a high numerical score according to the rating criteria contained in this RFP will be considered a qualified contractor and may be eligible for a contract, when deemed necessary, to provide weatherization services as required by Community in Action.	
3. Scope of Project	<p>To reduce structural heat loss and reduce energy consumption by installing weatherization measures and related repairs which improve the thermal efficiency of the dwelling unit.</p> <p>To provide for the health and safety of the client by utilizing the available advanced diagnostic testing equipment to test every unit.</p> <p>Establish a list of qualified contractors who can perform structural weatherization as deemed necessary by Community in Action.</p> <p>Full Request for Proposal packets including Scope of Project is located on Community in Action’s website.</p>	
4. Project Estimating	The Proposers proposal shall include the true estimated costs to perform the work irrespective of budgeted funds for this program.	
5. Timeline	Proposals Due	July 1, 2021 4:00 PM MST
	Proposal Review/Evaluation Period	July 6-8, 2021
	Selection Committee Recommendation	July 8, 2021,
	Contract Completion/ Intended To Begin	July 1, 2021
	<b>*All dates are estimated time frames and are subject to change. All meetings will occur at the Community in Action office.</b>	

**Part IB: Work Requirements**

1. Required Services	The scope of work is to reduce structural heat loss and reduce energy consumption by installing weatherization measures and related repairs which improve the thermal efficiency of the dwelling unit. This must be done to provide for the health and safety of the client by utilizing the available advanced diagnostic testing equipment to test every unit.
2. Agency Performed Work	Community in Action will provide audits, inspections, provide education to clients, oversee all contractors.
3. Deliverables and Schedule	Contractor must be able to complete individual jobs within 60 days of job issuance including passing inspection and invoicing.
4. Place of Performance	The performance of work will be completed in Harney and Malheur Counties, Oregon.
5. Period of Performance	Selected contractors will enter into a contract for first year ending June 30, 2022 with option to extend an additional 1-year interval for a potential 2-year timeframe. Contract may be amended with written authorization signed by Contractor and Community in Action. Prevailing wages will be reviewed every six months and increased according to U.S. Department of Labor Wage Determinations. Material costs will be reviewed on a regular basis.
6. Public Safety	Contractor agrees to abide by all rules regarding public safety and hazards such as lead based paint, mold, carbon monoxide and other dangers found in households.

<p>7. Insurance/Bond</p>	<p>Contractors and subcontractors must always maintain comprehensive general liability and automobile liability, contractually assumed liability, employer liability and workers' compensation. Commercial general liability insurance must carry limits of coverage not less than a minimum of \$1,000,000. Workers' Compensation including Employer's Liability insurance must have coverage limits of not less than \$100,000. Liability insurance covering bodily injury and property damage shall be provided by the contractor through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$100,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit.</p>
<p>8. Prevailing Wage</p>	<p>Contractor agrees to be bound by and will comply with the provisions of 40 U.S.C.3141-3144 and 3146-3148 and as supplemented by the Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contract Governing Federally Financed and Assisted Construction.</p>
<p>9. Drug Free Workplace</p>	<p>Contractor agrees to provide a drug free workplace as outlined in the attached Drug Free Workplace Policy.</p>
<p>10. Project Inspections</p>	<p>All projects require final inspections to ensure proper and complete work. If a contractor incurs two major failures</p>

	<p>within the contract period, the contractor may be put on probation. If the contractor incurs three major failures in the contract period, contractor may be suspended.</p>
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**Part II  
Proposal Preparation and Submittal:**

**Section IIA: Pre-Submittal Meeting/Clarification**

<p>1. Proposal Clarification</p>	<p>Any questions regarding this Request for Proposal should be submitted to:  <b>Kris Hurd</b>  Community in Action  915 SW 3rd Ave  Ontario, OR 97914  Phone 541-889-1060 ext 107  Email kris@cina.team  All questions and clarifications must be received before June 23, 2021, at 4:00 pm Mountain Time. Any questions or clarifications received after that time will not be addressed.</p>
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**Section IIB: Proposal Submission**

<p>1. Proposals Due</p>	<p>The original proposal and three copies are due Thursday July 1, 2021, before 4:00 p.m. Mountain Time at the Community in Action office. Any proposals received after that time for any reason will be disqualified. Faxed</p>
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	or emailed proposals will not be accepted.
2. Proposals	<p>Proposals must include all of the information requested in this Request for Proposals. Incomplete proposals will be disqualified.</p> <p>Community in Action may reject any offer not in compliance with all prescribed procedures and requirements and may reject for good cause all offers upon Community in Action finding that it is in the public interest to do so.</p>

**Part III Proposal Evaluation & Contract Award**  
**Section IIIA**

1. Evaluation and Selection:	Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with Community in Action management team.
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p><b>A one hundred (100) point system will be used, weighted against the following criteria:</b></p> <p>1. Proposal approach/quality (completeness and accuracy) including</p>

	<p>cover sheet, letter of interest, qualifications, and lobbying certification. 0-19 points</p> <p>2. The degree to which the contractor demonstrates knowledge and understanding of the intent of the program that includes project team qualifications, previous experience, and certifications. (As identified in Attachments C &amp; D) 0-25 points</p> <p>3. Creativity, experience, and work history. 0-20 points (Attachments C &amp; D). Including Project management experience and written policies in place.</p> <p>4. Structure in place, technical equipment, and adequately trained staff to successfully perform the required scope of work. Reasonable costs as listed in Attachment C 0-26 points</p> <p>5. minority and Women Owned Business Enterprise: 5 points for yes, 0 points for no.</p> <p>6. Insurance Requirements 0 to 5 points.</p> <p><u>Total: 100 points</u></p>
<b>Section IIIB</b>	<b>Contract Award</b>
1. Consultant Selection	The number of contracts awarded will be determined by the outcome of the evaluation of all proposals by the review committee. Should Community in Action not reach a favorable agreement with the highest scoring Proposer, Community in Action shall terminate negotiations and commence negotiations with the second highest

	scoring Proposer and so on until a favorable agreement(s) is reached.
2. Contract Development	The proposal and all responses provided by the successful Proposer may become a part of the final contract. The form of contract shall be Community in Action’s Contract for Professional Services. (samples available for viewing)
3. Award Review	The public may view proposal documents after contract execution. However, any proprietary information so designated by the Proposer as a ‘trade secret’ will not be disclosed unless Community in Action determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.



Request for Proposal # 21-001  
Weatherization Program

**Attachment A COVER SHEET**

General Information:

Legal Name of Applicant Agency:

Street Address:

City State Zip:

Contact Person and Title:

Phone:

Fax:

Email address:

Tax Identification Number:

**Does the proposal comply with the requirements contained within the RFP?**

A "No" response may disqualify the proposal from further consideration.

Yes/ No

**Did outside individuals or agencies assist with preparation of this proposal?**

Yes/ No (*if yes, describe.*)\*\*

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of Community in Action.

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Signature, *Administrator of Applicant*

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Date

Request for Proposal # 21-001002  
Weatherization Program

**Attachment B - LETTER OF INTEREST**

Legal Name of Applicant Organization:

Street Address:

City:

State:

Zip:

Contact Person:

Title:

Phone:

Fax:

Email address:

*(Insert letter of interest here)*

Request for Proposal #21-001  
Weatherization Program

**Attachment C: QUALIFICATIONS**

Note: If additional space is needed, please attach additional sheet(s).

Legal Name of Applicant Organization:

Street Address:

City: State: Zip:  
Phone: Email:

A. Type of Organization

Private for-profit Unit of local or state government  
Public non-profit Private non-profit  
Other (specify)

B. Registration Requirement

Each prospective contractor must provide the following (if not currently registered must be able to obtain within 30 days of Agreement awarded):

1. Oregon CCB License Number and expiration date
2. Oregon Secretary of State Registration Number and expiration date
3. Employer Identification Number
4. Lead Renovation, Repair and Painting (RRP) Certification **and** be registered with Oregon CCB as Lead-Based Paint Renovation (LBPR) Firm
5. Registered with Sam.gov
6. Other Appropriate Licenses (specify)

C. Certification of Minority and Women Business Enterprise if applicable

D. Project Team: Please identify the number of crew members available for this project as well as their certifications in weatherization, lead based paint and combustion safety trainings.

E. Management Approach: On a separate sheet, briefly describe how your company manages its contracts and workload to ensure production goals and deadlines are met. Address how smaller jobs are integrated into the workload to ensure completion. Include a brief description of your time management practices.

F. Previous Experience

1. Briefly describe the experience of your firm in providing weatherization services. Please identify mobile home and site built separately. For each service, identify the geographical area served, including Harney and Malheur counties, if applicable.

2. Provide your company's production information for the past two years. Include the number of units and total dollars received for providing weatherization in all geographical areas identified in Question E1. If your company does not have related weatherization experience, please provide comparable information for construction.

G. Technical Certification

Briefly describe the technical training and certifications of employees who will be responsible for performing services through this contract.

H. Lead Based Paint

Please identify all employees who have received "lead safe work practices training" or have received any classification of EPA lead certification.

I. Lead Compliance Plan

Does your company have an approved lead hazard compliance plan? If yes, please attach. If no, please explain the status of compliance.

Yes No

J. Safety Plan

Does your company have an approved safety plan? If yes, please attach. If no, please explain the status of compliance.

Yes No

K. Does your company have the capability to provide other services such as electrical, carpentry, and plumbing? If yes, please explain. If no, please explain how you will provide these services.

Yes No

L. Does your agency have a Board of Directors?

Yes No *(If yes, attach a list of all members and representation.)*

M. Was the proposal developed under the guidance of a board, committee, or other individual or entity?

Yes No *(If yes, please identify, indicate how developed, including credentials of the developer.)*

N. Agency Information

The following have been approved and adopted by the agency's Board of Directors:

- |    |                                |     |    |     |
|----|--------------------------------|-----|----|-----|
| a. | Written Personnel/EEO Policies | Yes | No | N/A |
| b. | Staff Job Descriptions         | Yes | No | N/A |
| c. | Written Benefits Policies      | Yes | No | N/A |
| d. | Affirmative Action Plan        | Yes | No | N/A |

Approved Usage Certificate

- |    |               |     |    |     |
|----|---------------|-----|----|-----|
| a. | Fire Marshal  | Yes | No | N/A |
| b. | County Health | Yes | No | N/A |
| c. | County Zone   | Yes | No | N/A |

O. Litigation Status

a. Is your agency currently involved in or does it have pending any legal actions?  
Yes No *(if yes please explain)*

b. Has your agency filed for bankruptcy in the past five years?  
Yes No *(if yes please explain)*

P. Briefly describe your agency's accounting process for tracking expenditures/revenues to separate accounts.

Q. Briefly describe your funding base/revenue sources for the past two (2) years. Provide at least one financial reference, preferably a bank, which can attest to your agency's financial well-being and financial management capabilities.

R. Describe your agency's ability to repay any disallowed costs.

S. Does your organization conduct an internal audit of funds under its control?  
Yes No *(If yes, how often is such an internal audit conducted?)*

T. How frequently is your organization audited by an independent auditing firm?

Attach a copy of your organization's last audit for the most recent fiscal year.

U. Within the past five (5) years, have independent audits identified deficiencies which resulted in questioned costs, costs recommended for disallowance, an "adverse opinion" by the auditors, or the auditors "disclaiming" any opinions?  
Yes No *(If yes please explain)*

V. Is your organization currently receiving other funding to provide program services as described in the "Proposal Requirements" or a similar program?  
Yes No

W. Is your organization covered by fidelity/employee dishonesty bonding?  
Yes No (*if yes, state amount, carrier, and coverage period*)

X. Does your organization carry general liability insurance?  
Yes No (*if yes, state amount, carrier, and coverage period*)

Y. Does your organization carry professional liability insurance?  
Yes No (*if yes, state amount, carrier, and coverage period*)

Z. Does any employee or official of Community in Action, or member of any Community in Action Advisory Board have any financial or other interest in your agency or this project?  
Yes No (*if yes please explain*)

AA. Does your organization guarantee that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition?  
Yes No (*if no please explain*)

AB. Does your organization guarantee that fees for services quoted in response to this RFP are not more than those which would be charged any other individual for the same services performed by your agency?  
Yes No (*if no please explain*)



I certify that this agency has never been debarred or suspended or otherwise excluded from or are ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension" and we will not contract with a subcontractor that is debarred or suspended.

I, the undersigned have read and reviewed all the above statements and attest, to the best of my knowledge, that they are correct and that I have the legal authority to commit this agency to a contractual agreement.

---

Signature, Chief Administrator of Applicant Organization

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Date

## **Attachment D: PERFORMANCE REQUIREMENTS**

The following will be the specific activities performed by Community in Action and the selected contractor(s) for delivery of the Low-Income Weatherization program:

### **Community in Action is responsible for the following activities:**

- a) Provide contractor/s with specifications and updates
- b) Provide contractor/s with a copy of the *Site Built Housing and Mobile Home Weatherization Specifications for the State of Oregon Weatherization Assistance Program*
- c) Determine client eligibility
- d) Conduct home energy conservation analysis and health and safety inspection
- e) Conduct an initial blower door assisted infiltration test
- f) Conduct initial combustion safety test on non-electric units
- g) Notify owners of lead-based paint hazards
- h) Notify contractor of lead-based paint evaluation results if paint evaluation or risk assessment has been performed
- i) Review and compare weatherization analysis with the selected contractor
- j) Obtain landlord approval
- k) Prepare work order
- l) Inspect work in progress
- m) Receive final inspection requests
- n) Prepare pass/fail reports
- o) Assign penalties
- p) Request Knob & Tube wiring reports and certificates of insulation
- q) Pay contractor

- r) Monitor the contract for compliance to include weatherization lead safe work practices
- s) Provide contractor with a schedule of all State Required Technical Training Classes and Certification requirements

**The Contractor is responsible for the following activities:**

- a) Assure that all employees are familiar with the job order and specifications
- b) Install weatherization and conservation measures that will increase the thermal efficiency of a dwelling unit as deemed necessary by Community in Action
- c) Perform incidental repairs essential to assure health and safety of client and installation or preservation of weatherization material
- d) Notify Community in Action of readiness for in-progress wall inspections prior to insulation of walls
- e) Conduct final quality control inspections before submitting "Inspection Request" to Community in Action
- f) Post "Certification of Insulation", which reflects final installed measures; submit copy to Community in Action
- g) Submit inspection requests
- h) Correct any item which does not pass inspection within 10 working days
- i) Submit re-inspection requests
- j) Submit warranties and all pertinent documents to Community in Action and property owner
- k) Contractor shall use quality materials and materials shall have a twenty-year life expectancy or greater when possible.
- l) Contractor warrants work for a period of one (1) year, except insulated glass for a period of five (5) years
- m) Responsibility to assure that the weatherized units comply with all applicable local, state, and federal regulations
- n) Utilize lead safe work practices on all dwellings built prior to 1978
- o) Comply with all Oregon State lead paint hazard regulations

Community in Action reserves the right to assess a penalty of \$150 on any job that fails to comply with specifications on initial inspection by a Community in Action inspector. A warranty must be provided on materials and labor for a period of one (1) year from the date of successful inspection and defects shall be remedied without charge within thirty (30) days of a complaint. The contractor shall abide by the written warranty as stated in the Community in Action Weatherization Final Inspection Report, which is provided to each homeowner upon final inspection of the job. A copy of this warranty is kept by Community in Action as inclusion in each project file. Community in Action shall give thirty (30) days written notice prior to the termination of the contract or of its intention to extend the contract.

**To be eligible for a contract under this program, the contractor must be capable of providing all required weatherization services during the performance period, which is for a one (1) year period from date of award.**

Contractor must be able to complete individual jobs within 60 days from issuance including passing inspection and invoicing. If multiple contractors are selected Community in Action reserves the right of determining the distribution of jobs.

*ALL WORK AND MATERIALS SHALL MEET APPLICABLE STANDARDS AND THE ACCOMPANYING SPECIFICATIONS.*

## **Attachment E: Federal Certification Regarding Lobbying**

### **CERTIFICATION REGARDING LOBBYING**

#### ***Certification for Contracts, Grants, Loans, and Cooperative Agreements***

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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**Administrator, Applicant Organization**

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**Date**

# ATTACHMENT F - HEALTH AND SAFETY PLAN

## HEALTH AND SAFETY PLAN

State of Oregon

Low Income Weatherization Assistance Programs

### I. Weatherization Program Health and Safety

Funds provided under §440.18(c) (15) are to remedy health and safety hazards, which are necessary before, or because of, the installation of weatherization materials. DOE funds may only

be used to mitigate health & safety issues listed under this guidance. In the event that issues are

identified that do not fall under the scope of the DOE WAP, other, more flexible, funding sources

may be utilized to complete H&S measures that do not fall under the DOE WAP criteria. If neither of these options is possible, every effort must be made to refer the client to resources that

may be able to mitigate the issue. If after all of these options are exhausted and documented, then

deferral may be required until the problems are resolved. See section XIII deferral standards.

#### 1. Definitions

a. **Health and Safety Measures:** Those actions necessary to maintain the physical wellbeing of both the occupants and/or weatherization workers where:

Costs are reasonable and do not exceed 15% of the Subgrantees total allocated program dollars; AND

The actions must be taken to effectively perform weatherization work; OR

The actions are necessary as a result of weatherization work.

b. **Weatherization Measures:** Building shell and equipment measures determined to be cost-effective by DOE approved OHCS standards.

c. **Weatherization Materials:** Those materials listed in Appendix A of the DOE WAP for Low Income Persons Final Rule, 10 CFR Part 440. Materials for incidental repairs do not have to be listed in Appendix A, but should be at least equal to or better than industry standard practices.

d. **Incidental Repairs:** Repairs necessary for the effective performance or preservation of weatherization materials.

e. **Lead Renovation, Repair, and Painting Program (LRRP):** LRRP is a set of protocols to be used when disturbing surfaces that may have lead-based paint that will reduce and control the amount of lead dust and paint chips that are generated.

#### 2. Expenditure Limits and Reporting - Health and Safety Measures:

a. **Health & Safety expenditures** must be no more than 15 percent of the total program budget for DOE. These costs must be recorded and tracked separately in the accounts State of Oregon Weatherization USDOE State Plan 2020-2021

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and on the house audit/assessment form and reported as a separate line item on the Invoice Voucher.

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## **II. Crew and/or Contractor Health and Safety**

The standards included here provide only general guidelines for health and safety concerns.

Oregon OSHA requires a Hazard Communication Plan and ensures compliance with this requirement. Oregon OSHA ensures compliance with all worker health and safety requirements

found in the OSHA Safety and Health Standards (29 CFR 1926\1910). Subgrantees and contractors

must maintain compliance with the current OSHA Hazard Communication Standard (29 CFR

1910.1200) for on-site organization of Safety Data Sheets (SDS). These standards are applicable to

all workers providing services using funding under the DOE WAP program.

## **III. Training and Monitoring**

The Subgrantee's Weatherization Coordinator is responsible for ensuring that the crew or contractor(s) has a health and safety program in place. Documentation of all required training, for

either crew or contractor based programs, is required and must be available for inspection.

**1. Employee Training - New employees shall not begin working in the field until training is provided. Training will include:**

a. All weatherization crew leaders, crew and contractor based, are encouraged, but not required, to complete the OSHA 30-hour training course.

b. All weatherization workers, crew and contractor based, are encouraged, but not required, to complete the OSHA 10-hour training course.

c. All field auditors/inspectors must complete the Oregon Health and Safety training course.

d. Proper usage of hazardous chemicals and substances such as foams, sealants, and cleaners in the weatherization work environment.

e. Safety Data Sheets (SDS) provided by suppliers that describe the method to properly handle potentially hazardous materials must be readily available to employees. Inform employees where the SDS are located. Employees must be trained in how to understand their content, and how to obtain and use appropriate hazard information.

f. It is strongly encouraged that all field staff (auditors, inspectors, and crew) shall have current First Aid and CPR proficiency cards.

g. Every Pre1978 jobsite where lead paint has been identified or presumed and is being disturbed must have an EPA certified renovator onsite during sign posting, work area setup site and cleanup phases of the work. The renovator must be available by phone when off-site.

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**2. Safety Meetings - Safety meetings shall be conducted according to OR OSHA regulations.**

**3. On-Site Inspection**

a. Appropriate Subgrantee staff shall conduct an announced, on-site inspection of each crew periodically. This inspection will include:

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**a1. Ascertaining the extent of the client's understanding of weatherization activities being performed. If health and safety issues are documented, this information shall also be included in the discussion.**

**a2. Inspecting condition of personal safety equipment and confirming that all crew members are adequately supplied. Crew members must wear prescribed equipment if warranted by the activities being conducted.**

**a3. Checking that each crew vehicle is supplied with a:**

**a3.1 Complete first aid kit designed to provide basic first aid.**

**a3.2 Adequately charged hand-operated fire extinguisher, designed for all three types of fire (electrical, wood, and liquid). Ensure service date has not expired.**

**a3.3 Binder containing list of hazardous chemicals (common and chemical name), location where they are used, usage and hazardous information (signs/symptoms of exposure and required first aid), and list of Safety Data Sheets. (Note: Copies of SDS are not required if master files are accessible by all crew members.)**

**b. Inspect hand and power tools and similar equipment. Any found to be defective should be tagged and removed from service. Equipment not in use shall be properly stored. Inspect work area to ensure activities are conducted in a safe manner, including provision of adequate light, proper disposal of debris, connection of power equipment to a ground fault circuit interrupter, and resolution of health and safety issues.**

#### **IV. General Work Practices**

**The prevention of occupationally induced injuries and illnesses will be given precedence over**

**production activities. To the greatest degree possible, the Weatherization Coordinator/Contractor**

**will ensure that all equipment and facilities are in compliance. Weatherization personnel are**

**required to exhibit caution and care during the course of the workday.**

##### **1. The Crew Leader/Foreman**

**The Crew Leader/Foreman is responsible for being in compliance with any instructions pertaining**

**to health or safety as they apply to crew production activities:**

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**a. Contact client before performing work. Provide the opportunity for discussing crew activities that will occur and occupant safety while work is in progress. When subcontractors are used, the Program Manager will be responsible for client contact.**

**b. Ensure each crew member is reasonably protected when production activities are being conducted.**

**c. For pre-1978 buildings: Lead-Based Paint Hazard Control. Inform the client of the nature of the work to be done, and encourage that children be off-site while the work is taking place. Obtain and post lead hazard signs while working on the dwelling.**

##### **2. Personal Protective Equipment**

**The use of personal protective equipment will be strictly enforced. Hearing and ear protection are**



required for individuals working around high decibel equipment. Each crew person will wear a respirator, protective eyewear, and protective clothing when necessary. Respiratory protection is required for individuals working in high dust environments, including when using loose fill insulation blowing equipment, installing materials in attic and floor areas, and during prolonged use of grinding or power saw equipment. When working in an environment in which lead based paint dust will be generated, each employee within the work area may be required to wear a properly fitted National Institute of Occupational Safety and Health (NIOSH)-approved HEPA respirator and protective clothing which will be removed upon vacating the work area. (See OSHA rules, Section L.3, Other Federal Government Regulations.)

### **3. Hand and Power Tools**

All hand and power tools and similar equipment shall be maintained in a safe condition.

This

equipment will be inspected daily, and any equipment found defective shall be tagged and removed from service until it has been repaired or replaced. Protective guards are to be in place

and functioning properly while a power tool is in use.

All electrical equipment, tools, and extension cords shall be grounded properly. All electrical

power for 120-volt or greater will be protected by a ground fault circuit interrupter (GFCI). Any

extension cords found defective (insulation worn or cut, or frayed wires) are to be removed from

the job site and disposed of.

It is recommended that, when using power tools on surfaces that contain lead-based paint, a HEPA

dust collection attachment be used. Tools shall be cleaned after use.

### **4. General Fall Protection**

Portable ladders shall be placed on a substantial base at a four-to-one pitch. Extension ladders are

to be extended a minimum of 36 inches above the landing (i.e., where roof access occurs), or where not practical, be provided with grab rails and be secured against movement while in use.

Portable metal ladders shall not be used where they may contact electrical conductors.

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The use of ladders with broken or missing rungs or steps, broken or split side rails, or with other

faulty or defective construction is prohibited. When ladders with such defects are discovered, they

shall immediately be withdrawn from service.

Extra precaution is required while weatherization activities are conducted on the roof area.

When

an individual is above 6 feet or adequate stability cannot be maintained, safety gear, such as

harness or safety straps, is required.

#### **5. Housekeeping Activities**

All scrap lumber, waste material, and debris shall be removed from the immediate area as work

progresses. An area outside the home should be designated for storing such material, which should

be removed from the premises at the end of each workday or when the job is completed.

Agency

crew/Contractors are encouraged to recycle materials whenever possible.

Equipment shall be removed from the immediate work area and properly stored when no longer

required or when each phase of the weatherization process is completed.

When lead-based paint dust is generated during the course of work, the area must be cleaned no

later than the end of each workday. All materials used in the debris collection system removed in a

lead-safe manner, the area is thoroughly vacuumed using a HEPA vacuum, and wash and wipe

down the area with a detergent solution.

#### **6. Attic/Crawl Space Areas**

Before weatherization activities are conducted, the following is required:

a. Health and safety corrective action documented on the Job Order Sheet is to be completed.

b. Specific instructions are read and understood. Further clarification may be required from

the Energy Analyst.

c. An adequate and safe means of access is provided.

d. Each individual has accessed the area and become familiar with existing conditions.

e. When possible, cut out holes required for venting before work is started, installing vents after weatherization activities are completed. This procedure provides both additional ventilation and light.

f. Precaution shall be taken when working in areas with low clearance. Work in areas with less than 18-inch clearance may be waived.

#### **7. Occupant & Worker Health and Safety**

Agency crews and contractors will be aware that some individuals' health problems could be

exacerbated by weatherization activities. For example, some clients can be sensitive to dust generated from the installation of cellulose insulation.

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All reasonable precautions must be taken against performing work on homes that will subject workers or clients to health and safety risks. Before beginning work on the residence, the agency must take into consideration the health concerns of each occupant, the condition of the dwelling, and the possible effect of work to be performed on any particular health or medical condition of the occupants. When a person's health is fragile or the work activities would constitute a health or safety hazard, the occupants at risk will/can be required to leave the home until work is completed, or the work may be deferred until such time that the conditions or circumstances are more favorable. Costs associated with temporary relocation of at-risk occupants may be allowed on a case by case basis with OHCS approval. Weatherization services can be provided in a manner that minimizes risk to workers and clients.

Although the Weatherization Assistance Program does not provide all the solutions, awareness of potential hazards is essential to providing quality services. Other energy-related hazards should be considered on a case-by-case basis.

#### **V. Potential Hazard Conditions**

During the weatherization process, often health & safety hazards are identified. When health and safety hazards are identified, the client must be notified in writing and the document, signed by the client, must be included in the file. The document must include the following:

- Client name and address of the project
- Date of audit
- Date when the client was informed of the hazard(s)
- A clear description of the hazard(s)
- The responsibilities of all parties involved. (Agency, Client, Landlord etc.)
- The clients' signature indicating they have been informed of all of their rights and options.

In lieu of a client's signature, the hazard notification form may be mailed via certified mail and return receipt is requested. The file must contain both the mailing receipt and the return receipt.

**Note:** If the conditions will require complete deferral of the project, then a deferral form must be completed in addition to the hazard notification form. See section XIII for deferral notification requirements.

See exhibit 3 for an example Health & Safety Hazard form

#### **1. Biological**

Remediation of conditions that may lead to or promote biological concerns and unsanitary

conditions is allowed. Addressing bacteria and viruses is not an allowable cost. Deferral may

be necessary in cases where a known agent is present in the home that may create a serious risk

to occupants or weatherization workers.

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A sensory inspection is required. Clients must be informed of observed conditions. If biological

hazards are identified, inform the client of observed conditions. Complete a hazard notification

form and what steps are necessary to correct deferral conditions.

Field Auditors/Inspectors staff must be able to recognize conditions and when to defer by completing the Oregon Health and Safety Training course. Workers must be aware of safety

requirements when coming in contact these conditions.

## 2. Combustion Appliances and Combustion Gases

Combustion appliances produce potentially hazardous carbon monoxide as a byproduct of incomplete combustion. Any appliance that burns a fuel is a combustion appliance:

furnaces,

water heaters, cooking ranges and ovens, fireplaces, woodstoves and pellet stoves, and some space heaters. Appropriate combustion testing and vent inspection shall be performed both pre and post weatherization of any dwelling containing a combustion appliance as detailed in

the Site Built Housing and Manufactured Home Weatherization Field Guide for the State of

Oregon Weatherization Assistance Program Appendices:

a. Conduct worst case depressurization and spillage testing for all vented combustion appliances (excludes ranges and ovens).

b. Measure draft in the furnace or water heater exhaust flue in worst case conditions (Excludes sealed combustion appliances).

c. Measure carbon monoxide levels in the combustion appliance's exhaust flue or exhaust port(s) and also measure the ambient carbon monoxide level in the house.

d. Diagnostic testing may reveal inefficient operation of a combustion appliance or potentially unsafe operating conditions which require corrective actions such as the cleaning, repair, or replacement of equipment. See section X and XII for allowability of replacement/repair etc. Replacement units must meet the requirements of newly installed equipment as outlined in the Field Guide.

e. All homes shall have a UL listed carbon monoxide alarm installed on each floor of the house and have a carbon monoxide release form signed by the owner/occupant and placed in their file. Installation shall be in compliance with manufacturer's instructions.

f. Proper venting to the outside for combustion appliances, including gas dryers, is required. Correction of venting is allowed when testing indicates an existing problem.

g. Unvented combustion space heaters must be removed from the home before any weatherization work is initiated.

If testing indicates that a combustion appliance needs repair, the repair shall be addressed and the appliance brought into compliance with all applicable standards. Pressure balancing is an allowable H&S expense if needed to mitigate unsafe operating conditions. Field Auditors/Inspectors must be trained in proper combustion testing protocol. If combustion hazards are identified, provide client with combustion safety and hazards information, State of Oregon Weatherization USDOE State Plan 2020-2021 HSD/ESS

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including the importance of using exhaust ventilation when cooking and the importance of keeping burners clean to limit the production of carbon monoxide (CO). Field Auditor/Inspectors must receive BPI or REA certifications (See Appendix C-T&TA Plan) to perform combustion testing and vent inspection.

### 3. Fuel Leaks

Fuel lines must be tested for leaks as per the Oregon Weatherization Assistance Program Site

Built and Manufactured Home Field Guide and Standards. Test lines from the utility coupling

into, and throughout, the home. When a minor gas leak is found on the utility side of the service, the utility service must be contacted before work may proceed. Fuel leaks that are the

responsibility of the client must be repaired before weatherizing a unit. Notify utilities and temporarily halt work when leaks are discovered that are the responsibility of the utility to address. Notify clients if leaks are discovered.

Field Auditor/Inspectors must receive BPI or REA certifications (See Appendix C-T&TA Plan) to inspect and test fuel lines.

### 4. Gas Ovens/Stovetops/Ranges

Test gas ovens for CO and inspect burners and ovens for operability and flame quality. When

testing indicates an issue, maintenance or repair may be performed. Replacement is not allowed. Inform client of the importance of using exhaust ventilation when cooking and the importance of keeping burners clean to limit the production of CO.

Field Auditor/Inspectors must receive BPI or REA certifications (See Appendix C-T&TA Plan) to test and inspect appliances.

### 5. Fire Hazards

Correction of fire hazards is allowed when necessary to safely perform weatherization.

Potential fire hazards must be identified and documented in the client file. The client must be

informed of any potential fire hazards identified.

### 6. Smoke, Carbon Monoxide Alarms, and Fire Extinguishers

CO Alarms: In all homes, weatherization agencies must install CO alarms on each floor near

the sleeping areas in dwelling units where these devices are nonexistent or inoperable. CO alarms must be UL listed and installed in accordance with the manufacturer's

recommendations. A carbon monoxide release form must be signed by the owner/occupant and placed in the client file.

**Smoke alarms:** Installation of smoke alarms is allowed where alarms are nonexistent or are inoperable. Smoke alarms must be installed in accordance with the manufacturer's recommendations, listed in accordance with UL 217, comply with NFPA 72.

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**Local agencies must provide the occupant(s) of the dwelling unit with verbal and written information regarding the following:**

- Dangers of CO and smoke.**
- How to operate and reset the CO and smoke alarms.**
- How to read the CO alarm.**
- How to respond when the CO alarm sounds.**
- How to change the batteries of CO and smoke alarms.**

**Fire extinguishers:** Supplying fire extinguishers is an allowable cost only when the client uses

a solid fuel in the home. Fire extinguishers must be installed, according to the manufacture's

recommendations, be type ABC, UL listed, ≤ 10 lb and with a permanently affixed wall bracket to receive the extinguisher. The client must sign a written agreement to allow a fire extinguisher to be installed in the home within sight of the solid fuel burning heat system when

standing at the unit. The agency must discuss and provide information on the use and upkeep

of the extinguisher to the client.

**Field Auditors/Inspectors must complete the Oregon Health and Safety Training course.**

**Training will cover the basic workings and function testing of CO alarms, Smoke alarms, and**

**fire extinguishers.**

#### **7. Hazardous Materials Disposal**

**Hazardous Waste material generated in the course of weatherization work shall be disposed of**

**according to local laws, regulations and/or Federal guidelines, as applicable. Responsible party**

**for disposal will have appropriate documentation and/or specify the requirements in contract.**

**Client must be informed in writing of hazardous materials being generated/handled in the home.**

**Field Auditors/Inspectors must complete the Oregon Health and Safety Training course to understand the proper disposal techniques and requirements.**

##### **a. Refrigerant**

**a1. The replacement of air conditioners (requires a medical certificate), heat pumps and refrigerators, require agencies to reclaim refrigerant per Clean Air Act 1990, section 608, as amended by 40 CFR 82, 5/14/93.**

**a2. The appliance vendor, de-manufacturing center, or other entity recovering the refrigerant must possess EPA-approved section 608 Type I, or universal certification.**

**a3. Clients must be informed never to release refrigerant.**

**b. Mercury-based thermostats and fluorescent lighting must be removed safely and disposed of in accordance with EPA regulations.**

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**c. All asbestos containing material shall be disposed of by a AHERA certified professional.**

**d. All Lead debris must be disposed of according to EPA LRRP guidelines.**

### **8. Occupant Pre-existing or Potential Health Conditions**

**The occupants pre-existing health conditions may be worsened by installing weatherization measures. Subgrantees must have the client read, sign and date a health & safety assessment**

**either at the time of the initial application for services or during the initial site visit. The health**

**& safety assessment must be included in the project file.**

**See exhibit 3 for the health & safety assessment form.**

### **9. Mold & Moisture**

**All homes shall be visually/tactilely checked for previous or existing moisture problems.**

**See**

**Exhibit 2 – Mold & Mildew Protocol for the Moisture Assessment Protocol.**

**Limited water damage repairs that can be addressed by weatherization workers and correction**

**of moisture and mold creating conditions are allowed when necessary in order to weatherize**

**the home and to ensure the long term stability and durability of the measures.**

**Mold testing & remediation is not an allowable expense. A visual assessment is required on all**

**projects to identify mold like substances & moisture issues. Identification of existing or potential moisture problems shall be documented in the client file. Any moisture problems found must be pointed out and discussed with the client. The mold and mildew checklist**

**(see**

**exhibit 2) must be filled out at the time of the audit, signed, and dated by the client.**

**A copy of the pamphlet, A Brief Guide to Mold, Moisture, and Your Home, must be given to**

**the client and a signed confirmation of receipt must be present in the file.**

**Acceptable H&S expenditures to address moisture issues include:**

- Minor roof repairs ( $\leq 100$  sqft) to stop moisture intrusion.**
- Repairing minor plumbing leaks. ( $\leq \$500$ )**
- Venting clothes dryers to the exterior of the home.**
- Venting Exhaust fans to the exterior of the home.**
- Installing vapor diffusion retarders (ground cover) to cover soil crawlspaces.**
- Installing additional mechanical ventilation to the home.**

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**All Field Auditors/Inspectors must be trained in mold & moisture management by completing the Oregon Health and Safety Training course. If mold in the living space exceeds 10 sqft, State of Oregon Weatherization USDOE State Plan 2020-2021**

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**then deferral may be required. Where severe Mold and Moisture issues exist anywhere in the structure and cannot be addressed, deferral is required. (See Exhibit 2)**

#### **10. Drainage**

**Drainage consists of gutters, downspouts, extensions, flashing, sump pumps, landscape, etc. Major drainage issues are beyond the scope of the program. Any drainage repair issues must**

**be treated as an incidental repair and are not an allowable health & safety expense. If the cost**

**of the repair exceeds the cost effective threshold, the project may be deferred. Clients should**

**be informed of the importance of proper maintenance and cleaning of drainage systems.**

**Agency staff should be aware of how to recognize drainage issues.**

#### **11. Code Compliance**

**Correction of preexisting code compliance issues is not an allowable cost other than where weatherization measures are being conducted. State and local (or jurisdiction having authority)**

**codes must be followed while installing weatherization measures. Condemned properties and**

**properties where “red tagged” health and safety conditions exist that cannot be corrected under**

**this guidance should be deferred.**

**When code compliance issues are identified and repaired utilizing WAP funds, the specific code that triggered the code compliance issue must be documented in the client file.**

**Common code compliance issues addressed under the WAP Include but not limited to:**

- Water heater T&P discharge pipe.**
- Unsafe wiring in areas to be weatherized.**
- Plumbing issues in areas to be weatherized.**

**Field Auditors/Inspectors staff must receive BPI or REA certifications (See Appendix CT&TA Plan) to be aware of code compliance that will be required for weatherization measures.**

**If any code compliance issues are identified, the client must be informed in writing describing**

**conditions that must be met in order for weatherization work to commence.**

#### **12. Pests**

**Pest removal is allowed only where infestation would prevent weatherization. Infestation of pests may be cause for deferral where it cannot be reasonably removed or poses health and safety concern for workers. Screening of windows and points of access, and incorporating pest**

**exclusion into air sealing practices is allowed to prevent intrusion.**

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If pest hazards are identified, the client must be informed of observed condition and associated risks.

Field Auditors/Inspectors staff must complete the Oregon Health and Safety Training course.

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### **13. Injury Prevention of Occupants and Weatherization Workers**

Workers must take all reasonable precautions against performing work on homes that will subject workers or occupants to health and safety risks. Minor repairs ( $\leq$  \$500) and installation

may be conducted only when necessary to effectively weatherize the home; includes measures

such as repairing stairs and replacing handrails. Replacement of stairs is not allowed with DOE funds. If hazards are identified, the client must be notified of observed hazards and associated risks.

Field Auditors/Inspectors must be able to recognize potential injury sources by completing the

Oregon Health and Safety Training course.

## **VI. Indoor Air Quality**

### **1. Ventilation**

ASHRAE 62.2-2016 is required to be met to the fullest extent possible, when performing weatherization activity. Implementing ASHRAE 62.2 is not required where acceptable indoor air quality already exists as defined by ASHRAE 62.2. The specifics of ASHRAE 62.2-2016 are addressed in the Oregon Site Built and Manufactured Home Field Guide and Standards. All actions related to ASHRAE 62.2-2016, including ancillary requirements are acceptable health & safety expenses.

All agency Field Auditors/Inspectors must be proficient in the ASHRAE 62.2-2016 requirements and complete the Oregon ASHRAE 62.2 Training course.

Discuss and provide information to the client on function, use, and maintenance (including location of service switch and cleaning instructions) of ventilation system and components as applicable.

### **2. Asbestos**

Asbestos removal is not approved as a health and safety weatherization cost.

Encapsulation by an AHERA certified professional is allowed if the 15% H&S limit is not exceeded. If major asbestos problems are encountered, the client must be notified of the potential hazard and the project may be deferred.

The Oregon Department of Environmental Quality (DEQ) requires an asbestos survey be performed by an AHERA certified individual on residential buildings when there is suspected asbestos containing material (ACM) and the project involves demolition or renovation. Surveys are limited to surfaces that will be disturbed through the process of weatherization. DEQ rules and guidelines must be followed for surveys, testing, handling, and disposal.

If suspected asbestos containing material (ACM) is found, it must be assumed to be asbestos unless it is tested by an AHERA approved lab to ascertain the asbestos content.

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The cost of testing is an allowable H&S cost. The DEQ allows for program staff to obtain a State of Oregon Weatherization USDOE State Plan 2020-2021

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sample of suspected ACM on residential projects limited to a single suspect material impacted by weatherization.

Care must be taken when sampling suspected ACM to prevent disturbing the asbestos fibers. When suspected ACM are blown or troweled in place, (i.e. vermiculite or ceiling texture) it is recommended to take at least three samples.

Follow the DEQ protocol listed below when sampling suspected ACM.

- a. Wearing the appropriate Personal Protective Equipment (PPE), wet down the material with a light water mist before taking the sample. This reduces the potential release of asbestos fibers.
- b. Do not disturb the material any more than is necessary to take a small sample.
- c. Place the sample in a clean, "air-tight" container such as a zip-lock bag or small glass jar.
- d. Seal the container tightly.
- e. Use a damp paper towel to clean up any material on the outside of the container or that might have spilled onto the floor.
- f. Clearly label the container, stating where and when the sample was taken.
- g. Send the sample to a laboratory for analysis. Make sure to take one sample for each different type of suspect material.

Any material that tests higher than 1% asbestos by weight is considered asbestos containing material.

In addition to taking care when sampling suspected ACM, care must be taken during the work and audit to prevent "friable" asbestos fibers from being disturbed. "Friable" is defined as material that can be crumbled, pulverized, or reduced to powder by the pressure of an ordinary human hand. Blower door and duct leakage testing should be avoided. If a blower door is required, pressurize the home when testing. If there is no friable asbestos in the home, blower door and duct leakage testing is allowable.

When vermiculite is present, unless testing determines otherwise, the measure containing the vermiculite is to be deferred. Encapsulation by an AHERA asbestos control professional is allowed. Removal is not allowed.

It is allowable but not required, to remove cement/asbestos siding to install wall insulation as long as precautions are taken to prevent damage to the siding. Drilling, cutting or sanding of the siding is not allowed. Cement/asbestos siding is not considered friable. If asbestos siding is going to be removed, inform the client that suspected asbestos siding is present and how precautions will be taken.

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With regard to pipes, boilers/furnaces and other small covered surfaces, assume asbestos is present in the covering materials unless testing shows otherwise. Encapsulation is allowed by an AHERA asbestos control professional and should be conducted prior to blower door testing. It is allowable but not required, to contain existing or suspected ACM. If the

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material is structurally sound and in good repair a “critical barrier” must be created around the material in an effort to not disturb the ACM. This does not constitute encapsulation according to DEQ and is considered a precautionary step to protect workers and clients in order to accomplish the goals of weatherization. Examples of this include but are not limited to:

- Painting popcorn ceiling texture (limited to airless sprayer – brush or roller not permitted).
- Covering white tape found on ductwork and HVAC with mastic or spray bonding primer.

Workers removing siding must be trained in proper removal and replacement of siding. Field Auditor/Inspectors must be trained in recognizing asbestos hazards by completing the

Oregon Health and Safety Training course.

Clients must be informed if test results are positive or asbestos is assumed and what precautions will be taken. Clients will be instructed not to disturb suspected asbestos containing material. Clients must be provided information on asbestos safety and steps to correct deferral conditions (where applicable). The clients are required to sign a hazard notification form (See exhibit 3) verifying written receipt of positive test results or if asbestos is assumed. If weatherization work is deferred due to ACM and then later approached for weatherization, documentation must be provided that a certified professional performed the removal/remediation.

### 3. Radon

Where there is a previously identified radon problem, work that would exacerbate this problem should be deferred. Radon testing is allowed with DOE funding. Client must be provided test results and documented in the client file. Radon mitigation is not an allowable activity under DOE WAP. However, costs associated with taking precautions in a dwelling are allowable DOE Health and Safety expenditures. These measures have been identified to be weatherization techniques that assist in radon mitigation.

Allowable precautions include, but are not limited to:

- Installation of ground barrier consisting of > 6 mil polyethylene sheeting, lapped 6 – 12 inches and sealed at all seams, walls, and penetrations.
- Air sealing sumps (airtight sump cover) in such a way that water can drain from above and below the cover.

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- Installation of airtight drain fittings (e.g., trap or flange system) in foundation floor drains.
- Seal and caulk penetrations, openings or cracks in below-grade walls and floors that contact the ground with a sealant that meets the requirements of ASTM C920.
- Air sealing floor and/or foundation penetrations
- Isolating the basement from the conditioned space
- Ensuring crawlspace venting is adequate

A copy of the EPA’s informational pamphlet, “A Citizen’s Guide to Radon” or the two

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page “Basic Radon Facts” must be provided to the client. An informed consent form (see exhibit 3) is required to be signed by client and maintained in the client file. Consent form must include the following information:

- IAQ Study (see exhibit 3) that details risk on increasing radon levels when building tightness is improved.
- A list of precautionary measures WAP may install based on the above-mentioned list.
- Some of the benefits of Weatherization including energy savings, energy cost savings, improved home comfort, and increased safety.

Confirmation that the client has received the EPA’s “A Citizen’s Guide to Radon” or “Basic Radon Facts” and radon related risks were discussed with the client.

Field Auditors/Inspectors must have a working knowledge of radon by completing the Oregon Health and Safety Training course. Major radon problems should be referred to the

appropriate local environmental organization or agency for mitigation. In extreme cases deferral may be an option.

#### **4. Formaldehyde and Volatile Organic Compounds (VOCs)**

Formaldehyde, tobacco smoke, thinners, solvents, cleaners, and any other substances capable of negatively impacting indoor air quality are identified through the On-site inspection process. Basic strategies such as proper storage and ventilation are used to eliminate problems. However, this is primarily an occupant responsibility. In some cases, deferral may be an option. Removal of pollutants is allowed and is required if they pose a risk to workers. If pollutants pose a risk to workers and removal cannot be performed or is not allowed by the client, the unit must be deferred.

Clients must be informed of observed conditions and associated risks. Where applicable, the client must be given written information and explanation on safety and proper disposal of household pollutants

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Spray polyurethane foam (SPF) is an effective insulation and air sealant material; however, exposures to its key ingredient, isocyanates, and other SPF chemicals that may be found in vapors, aerosols, dust, or on surfaces during and for a period of time after installation can cause adverse health effects such as:

- Asthma, a potentially life-threatening disease
- Sensitization, which can lead to asthma attacks if exposed again
- Lung damage
- Other respiratory and breathing problems
- Skin and eye irritation

When installing SPF, follow these steps to control exposures:

- Review label and product information for ingredients, hazards, directions, safe work practices, and precautions
- Ensure safe work practices are followed to prevent eye, skin, and inhalation exposures during and after SPF installation
- When working outside the building envelope, check for pathways that will allow fumes to migrate into the conditioned space, isolate the area where foam will be

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applied, take precautions so that fumes will not transfer to the conditioned space. During use, perform a sensory inspection to ensure fumes do not enter the conditioned space. If fumes are detected, exhaust fumes to the outside of the home.

□ When working inside the envelope, exercise caution when determining if occupancy of the dwelling is safe for unprotected occupants and workers based on the manufacturer's recommendation. Consider relocation of clients on a case by case basis.

Notify the client of plans to use two-part foam and the precautions that may be necessary. Installers must be trained in proper use of specific SPF products being used. SDS sheets are

mandatory for any foam product used and a thorough understanding of the temperature sensitivity of the product in use is required.

Field Auditors/Inspectors must be able to recognize potential hazards by completing the Oregon Health and Safety Training course.

## **VII. Lead-Based Paint**

### **1. Poisonous Lead Based Paint**

a. Lead is a poison, most dangerous in the form of dust and fumes. Childhood lead poisoning

is linked to reduced intelligence, low attention span, reading and learning disabilities, State of Oregon Weatherization USDOE State Plan 2020-2021

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juvenile delinquency, behavioral problems, and other adverse health effects. Nearly one million children have excessive levels of lead in their blood, making lead poisoning a leading childhood environmental disease. Lead-based paint, along with the contaminated dust and soil it generates in housing, is the major remaining source of exposure and is responsible for most cases of childhood lead poisoning today. Levels of lead dust created by typical weatherization work (specifically, windows and doors) in older housing with lead-based paint are likely to be above EPA clearance levels, and therefore pose a substantial risk to children.

### **2. Lead Renovation, Repair, and Painting Program**

a. In April 2008, the Environmental Protection Agency (EPA) published the "Lead Renovation, Repair, and Painting Program" Final Rule (LRRP Final Rule) which was implemented on April 22, 2010. This rule specifically cites Weatherization in several places as an activity that falls under the rule, and thus, has a direct impact on how the Weatherization Program proceeds.

b. It is important to remember that the Weatherization Assistance Program legislated purpose

is to install energy efficiency measures in Weatherization clients' homes, in order to lessen their energy cost burden. WAP is not funded to do lead-based paint abatement work, or to do lead-based paint hazard control or stabilization.

c. In the process of weatherizing a home, workers sometimes encounter and have to disturb painted surfaces that are known or presumed to contain lead-based paint. When that happens:

c1. DOE funds may be used to minimize the potential hazard associated with the specific painted surfaces that workers are directly disturbing in the course of

installing an energy efficiency measure.

**c2. DOE funds may not otherwise be used for abatement, stabilization, or control of the lead-based paint hazard that is in the house.**

**c3. Work that is needed in conjunction with Weatherization activities that disturb surfaces having lead-based paint, to prevent the generation of lead-based paint dust and residues, is allowable as long as the work is associated with installing energy efficiency measures.**

**d. All state monitors, agency and contract auditors/Inspectors are required to be a certified LRRP renovator. At least one owner or employee of a contractor's business is required to be a certified LRRP renovator. All renovators must complete the eight-hour Renovation, Repair and Painting (RRP) training from an accredited training provider for initial certification and subsequent four-hour refresher courses.**

**e. Certified renovators must train workers to install measures in a lead-safe manner in accordance with the SWS and EPA protocols and the project must oversee the project for compliance with LRRP rules.**

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**f. Testing in a home for lead in a painted surface, when it is done, is limited to only those surfaces that will be disturbed. Testing for lead-based paint is not an allowable weatherization expense; except, when it is related to the installation of energy efficiency measures. LRRP must be applied to all pre-1978 housing, unless there is existing evidence that the home has been certified as being lead-free or no lead paint will be disturbed.**

**One of the following methods must be used to determine the paint to be disturbed is not lead-based paint:**

**f1. Written determination by certified lead inspector or risk assessor; OR**

**f2. Proper use of EPA-recognized test kit provided agencies (documenting manufacturer and model of test kit used, description and location of components tested, and test kit results)**

**Tests must be performed by a Certified Renovator, per EPA final rule. Approved kits will be posted at: <http://www.epa.gov/lead/>**

**g. When Weatherization crews disturb surfaces that may have lead-based paint, they must exercise caution to keep any dust that is generated from becoming a hazard to the clients, to**

**themselves, or to their families.**

**Client Notification**

**a. For occupied homes, the Weatherization staff, crew, or contractor must have an adult tenant, homeowner, or homeowner's representative sign an acknowledgement after receiving the pamphlet.**

**b. The pamphlet can also be sent by certified mail with receipt to be placed in the client file.**

**c. In multi-unit housing, the sub-grantee must:**

**c1. Provide written notice to each affected unit (notice must describe: general nature and locations of the planned renovation activities; the expected starting and ending dates; statement of how occupant can get pamphlet at no charge); OR**

**c2. Post informational signs (signs must describe general nature and locations of the renovation and the anticipated completion date) and post the EPA pamphlet. (If**

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pamphlet is not posted then agencies are required to provide information on how interested occupants can review a copy of the pamphlet or obtain a copy at no cost from the Weatherization Program).

**c3. Delivery to owner/occupant. Owner's and/or occupant's signature with acknowledgment or certificate of mailing. The owner/occupant must acknowledge receipt of the EPA pamphlet prior to start of renovation that contains the address of unit undergoing renovation, name and signature of owner or occupant, and the date of signature. It must be in same language as "contract for renovation" for an owner**

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**occupied (or the same language as the lease for occupant of non-owner occupied) target housing.**

**d. If the Weatherization Program cannot get a signed acknowledgment (either the occupant is**

**not home or refuses to sign the form), then the self-certification section of the form must be signed to prove delivery.**

**e. The acknowledgement form must be filed and remain with the client file for three (3) years from date of signature.**

**f. In addition to providing a copy of the pamphlet to owners and occupants, designated local**

**agency staff (e.g., intake specialist, auditor, crew chief) must discuss the hazards associated with lead-based paint and lead dust, and describe how they will conduct LRRP in the home.**

**Compliance with EPA's LRRP Rule Requirements**

**1. To comply with EPA's LRRP Rule requirements, specific verification inspection procedures**

**are required as outlined in the April 22, 2008, rule.**

**a. Occupants' belongings must be protected from lead contamination. This can be done by removing them from the work area or covering them in protective bags and sealing it to prevent dust from getting on the items.**

**b. The work site must be set up to prevent the spread of leaded dust and debris.**

**c. Warning signs must be posted at entrances to the worksite when occupants are present; at**

**the main and secondary entrances to the building; and at exterior work sites. The signs must be readable from 20 feet from the edge of the worksite. Signs should be in the occupants' primary language, when practical.**

**d. The work area must be contained. If containment cannot be achieved with occupants in the**

**unit (e.g., work will take several days and involves the kitchen, bathrooms, or bedrooms that cannot be sealed off from use), occupants must move out of the unit or the work must be deferred until containment can be achieved.**

**e. A Certified Renovator must supervise and inspect Weatherization work of any type and scale to ensure it is being done properly.**

**f. Ensure containment does not interfere with occupant and worker egress in an emergency.**

## **2. Prohibited Work Activities**

The following are frequent questions related to prohibitions when working in pre-1978 homes:

- a. NEVER use reusable cloth or fabric, such as a painter's drop cloth, as protective containment sheeting. Polyethylene and in some cases when working on the exterior State of Oregon Weatherization USDOE State Plan 2020-2021 HSD/ESS garden fabric are the only acceptable protective containment sheeting and must never be reused.
- b. NEVER use brooms and shop vacuums for cleanup. Wet cleaning and HEPA vacuums are the only acceptable methods for cleanup.
- c. NEVER use a conventional shop vacuum with HEPA filters – only HEPA-designed vacuums are acceptable for LRRP.
- d. NEVER turn leaded paint into leaded dust by dry scraping or sanding (unless needed around electrical outlets) or grinding, abrasive blasting or planing.
- e. NEVER use an open-flame torch or heat gun above 1100°F to remove paint or window glazing. Open flame/high heat methods to remove paint create fumes that are dangerous for workers to breathe. Small lead particles created by burning and heating also settle on surrounding surfaces and are very hard to clean up.

### **Containment**

Containment is anything that stops any dust or debris from spreading beyond the work area to nonwork areas. The level of containment must be determined by the auditor/inspector or supervisor before work is assigned to a crew or contractor.

1. To comply with EPA's LRRP Rule requirements, a Certified Renovator is required at the jobsite to assess and set up the containment site.

- a. NEVER - allow residents and pets access to the work area while work is underway.
- b. NEVER - open windows and doors allowing lead dust to float into other parts of the building or outside.
- c. NEVER - allow furniture and other objects to remain in the Weatherization work area while Weatherization work is being performed unless they are covered and sealed in polyethylene sheeting or bags.
- d. Every home and every specific weatherization measure is unique; therefore the level of containment required will be based on the hazards present, the age of the home, the scope of work activities, and any customer health issues.

### **2. Containment Requirements**

Containment is required when weatherization activities will disturb more than 6 ft<sup>2</sup> of interior

surface per room, or 20 ft<sup>2</sup> of exterior surfaces in homes built prior to 1978.

- a. Containment consists of methods that define a work area that will not allow any dust or debris from work area to spread.

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**b. Containment requires the covering of all horizontal surfaces, constructing barrier walls, sealing doorways, covering HVAC registers with approved materials, and closing windows to prevent the spread of dust and debris.**

**c. Measures requiring Containment may include:**

- c1. Drilling holes in interior walls.**
- c2. Drilling holes in exterior walls, removing painted siding.**
- c3. Cutting attic access into ceiling or knee walls.**
- c4. Planing a door in place.**
- c5. Replacing door jambs and thresholds.**
- c6. Repairing windows.**
- c7. Furnace replacements.**

**d. Containment must ALWAYS be used where any of the following is conducted (even if the**

**activities will disturb less than the hazard de Minimis levels):**

- d1. Window and door replacement.**
- d2. Demolition of painted surface areas.**
- d3. Using any of the following:**
  - (1) Open-flame burning or torching;**
  - (2) Machines to remove paint through high-speed operation without HEPA exhaust control; or**
  - (3) Operating a heat gun at temperatures at or above 1100 degrees Fahrenheit.**

**3. Interior Cleaning Requirements**

- a. Collect all paint chips and debris, and seal in heavy duty plastic bags.**
- b. Mist, remove, fold (dirty side in) and tape or seal protective sheeting.**
  - b1. Dispose of sheeting as waste.**
- c. Plastic sheeting between non-contaminated rooms and work areas must remain in place until after cleaning and removal of other sheeting.**
- d. HEPA vacuum or wet wipe walls from high to low, then HEPA vacuum remaining surfaces and wipe with a damp cloth.**

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- e. Clean 2 feet beyond the contained work area.**
- f. Use disposable wipes or change cloths frequently.**
- g. For carpet or rug, use HEPA vacuum with beater bar.**
- h. HEPA vacuum and wet mop uncarpeted floors - two-bucket mopping method or wet mopping system.**

**4. Visual Inspection Procedure**

- a. Conducted by Certified Renovator.**
- b. Put on disposable foot covers before entering the work area.**
- c. Make sure there is adequate lighting in the work area.**
- d. Turn-on all of the lights or use a bright, white-light flashlight.**

- e. Systematically look for dust and debris on every horizontal surface in the work area and 2 feet beyond.
- f. Work from the farthest area from the entry to the entry.
- g. Closely examine each surface.
- h. If you find visible dust or debris, then re-clean the work area and repeat step 4.
- i. Once you have carefully looked at all of the surfaces and found no dust or debris, proceed to the cleaning verification procedure, or clearance.

#### **5. Cleaning Verification (CV) Procedure**

- a. Wipe each window sill within the work area. Use a single wet disposable cleaning cloth per Window sill.
- b. Wipe uncarpeted floors and all countertops with wet disposable cleaning cloths. Wipe up to a maximum of 40 ft<sup>2</sup> per cloth.
- c. Compare each wipe to the CV card. If the cloth matches or is lighter than the CV card, the surface has passed cleaning verification and no further action is required.
- d. If the cloth is darker than the CV card, re-clean and repeat the CV process.
- e. If the second wet cloth fails, wait 1 hour or until surfaces are dry, and then wipe with an electrostatically-charged white disposable cleaning cloth designed to be used for cleaning hard surfaces. This completes the cleaning verification.

#### **6. Clearance Examination (Dust Clearance Testing) – Optional under the RRP Rule. State of Oregon Weatherization USDOE State Plan 2020-2021 HSD/ESS**

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- a. Dust clearance testing may be performed to check the effectiveness of the cleaning efforts.
- b. Clearance is an option under the EPA Renovation, Repair, and Painting Rule and is required by the HUD Rule in many cases.
- c. Dust clearance testing is performed to check the effectiveness of cleaning efforts.
- d. In some cases, dust clearance testing may be required as part of “clearance” (a regulation defined process to ensure that a work area is not contaminated with lead dust after work is completed). Cleaning verification need not be performed if dust clearance testing is required at the conclusion of a renovation. In such cases, dust clearance testing may only be performed by a Certified Lead Inspector, Risk Assessor, or Dust Sampling Technician. The Certified Renovation Firm is required to re-clean the work area until dust-lead levels in the work area meet the clearance standards. Some state, local, and tribal laws may require a clearance examination following renovation and remodeling work, to levels that differ from the Federal clearance standards. The selection of a CV or a clearance examination will be based on regulatory requirements or the renovation contract.

#### **7. Exterior Cleanup Requirements**

- a. Clean all surfaces in the work area until no visible dust, debris, or residue remains.
- b. Remove all dust and debris without dispersal, and seal in heavy plastic bags.

- c. Remove protective plastic sheeting and mist before folding it dirty side inward.
  - d. Check your work.
  - e. Focus on areas such as window sills, bare soil, and children's play areas.
  - f. Look for dust, debris and paint chips.
- 8. Exterior – Check Effectiveness of Cleaning**
- a. Visual inspection
  - b. A Certified Renovator conducts a visual inspection after any cleaning.
  - c. Determines if any visible dust and debris are present in and beyond the boundaries of the work area.
  - d. If visible dust or debris are found, collect and dispose of all paint chips, dust, and debris identified during the visual inspection.
  - e. After re-cleaning, the Certified Renovator conducts another visual inspection.
  - f. When all areas pass, warning signs may be removed.

**9. Disposal**

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- a. Place waste in heavy duty plastic bag.
- b. "Gooseneck seal" the bag with duct tape.
- c. Carefully dispose of waste in accordance with Federal and other regulations.
- d. HEPA vacuum the exterior of the waste bag before removing it from the work area.
- e. Store waste in a secure area.
- f. Waste may be disposed of as household waste.

**10. Deferral Policy Related to Lead-Based Paint**

In determining whether to defer or postpone weatherization work on a home that has tested

positive for lead-based paint or is assumed to have lead-based painted surfaces, agencies should

assess the following:

- a. Is the agency prepared to work with lead-based paint? Have workers received the required training in LRRP protocols and, if the housing is also HUD financially assisted? Is the necessary equipment, such as HEPA vacuum cleaners, available? Does the agency's liability insurance cover work with lead-based paint?
- b. What is the condition of the painted surfaces in the house? Is it so seriously deteriorated that a work person's presence just walking around the house is enough to stir up lead-based paint dust that is a threat to the clients and workers?
- c. What is the extent to which the specific energy efficiency measures determined by the audit will disturb painted surfaces? Will the disturbance generate dust in excess of OSHA minimums?
- d. Will the cost of doing LRRP work represent a large portion of the total cost and exceed the amount allowed in the State's Health and Safety Plan?
- e. Using the above answers, the agency should conclude one of the following:

- e1. Proceed with all the weatherization work, following LRRP work practices; or
- e2. Defer all of the weatherization work.

**Note: An individual measure may be deferred only if it has the lowest SIR in the prioritized list.**

**f. Deferral means postponing work until the agency is prepared to work with lead-based paint, or until another agency has corrected the problem so that weatherization can be safely performed. Weatherization work should not be deferred solely because there is lead-based paint in the home. Even in such a home, regular weatherization work that does not disturb painted surfaces and does not stir up lead-based paint dust can be done.**

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### **11. Funding for LRRP Weatherization**

**a. DOE funds may be used to pay for weatherization activities that disturb lead-based painted**

**surfaces while installing energy efficiency measures or for case-by-case testing.**

**b. DOE funds shall not be used for abatement, stabilization or control of lead-based paint hazards, or routine entrance and clearance testing.**

**b1. However, U. S. Department of Housing and Urban Development (HUD) funds such as Community Development Block Grant (CDBG), lead hazard control programs and Home Repair and Rehabilitation Program funds may be used to do this work.**

**b2. Also, U. S. Department of Health and Human Services' (HHS) Low Income Home Energy Assistance Program (LIHEAP), may be used for certain expenses related to LRRP Weatherization.**

**c. Specifically, for DOE funding, agencies should budget LRRP Weatherization costs under Health and Safety as a separate cost category, excluded from the calculation of average cost per home. LRRP Weatherization costs include labor and materials. LRRP costs must be itemized separately from measure costs.**

### **12. Liability Insurance**

**In "Weatherization Program Notice 02-6," DOE recommends that agencies have sufficient insurance coverage before performing weatherization work that will disturb surfaces that may**

**contain lead-based paint. OHCS recommends Pollution Occurrence Insurance (POI) for both**

**agencies and subcontractors.**

**a. POI is purchased for the lead hazard control work associated with weatherization and rehabilitation. It is likely that POI will need to be added to an agency or subcontractors general liability insurance coverage.**

**b. If agencies or their subcontractors are performing Lead-based Paint Inspections or Risk Assessments; Errors and Omissions Insurance (EOI) is required. Errors and Omissions Insurance is purchased for lead-based paint inspections, risk assessments and clearance tests.**

**c. Agencies can request a grace period of 6 months from OHCS for the insurance.**

**However,**

**agencies are required to either refer or defer weatherization work that will disturb surfaces**

that may contain lead-based paint, until they have insurance that will provide coverage for Lead Safe Weatherization work (and, in some cases involving repair and rehabilitation, Lead-based Paint Hazard Control work).

d. The cost of this insurance is an allowable DOE expense

### **13. LRRP Weatherization Training**

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**OHCS will continue with the help of OTI to make training available for the Lead Based Paint**

**Renovation, Repair and Painting Program (RRP).**

a. The Oregon Health Authority (OHA) and the Construction Contractors Board (CCB) are

charged with operating the Renovation, Repair and Painting (RRP) program.

b. For agencies and contractors with a CCB license, the program is a Certified Lead Based Paint Renovation (LBPR) Contractor License. CCB issues the annual license to contractors that have completed RRP training.

c. Agencies that work on “target housing” and “child-occupied facilities” but are not required

to have a CCB license should contact the Oregon Health Authority for information.

d. OHCS requires all Subgrantees, and their subcontractors to be certified firms. Firms must apply to the appropriate state agency for certification to perform weatherization.

d1. To apply, a firm must submit to either the CCB or OHA depending on the type of entity, an application, signed by an authorized agent of the firm and pay the correct amount of fees.

e. Firms performing weatherization must ensure that:

e1. All individuals performing activities that disturb painted surfaces on behalf of the firm are either certified renovators or have been trained by a certified renovator.

e2. A certified renovator is assigned to each weatherization project and performs all of the certified renovator responsibilities.

e3. All weatherization measures completed by the firm are performed in accordance with the work practice standard of the Lead-Based Paint Renovation, Repair, and Paint Program.

e4. Pre-weatherization education requirements of the Lead-Based Paint, Repair and Painting Program are performed.

e5. The programs recordkeeping requirements are met.

f. To become a certified renovator an individual must successfully complete an eight (8) hour

initial renovator training course by an accredited training provider (training providers are accredited by EPA, or by an authorized state or tribal program). The course completion certificate serves as proof of certification.

g. Certified renovators are responsible for ensuring overall compliance with the Lead-Based

Paint Renovation, Repair, and Painting Program’s for lead safe work practices at weatherization sites they are assigned. A certified renovator:

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**g1** Must use a test kit acceptable to EPA, when required by weatherization services, to determine whether components to be affected by the weatherization contain lead.

**g2** Must provide on-the-job training to workers on the work practices they will be using in performing their assigned tasks.

**g3** Must be physically present at the work site when warning signs are posted, while the work-area containment is being established, and while the work-area cleaning is performed.

**g4** Must regularly direct work being performed by other individuals to ensure that the work practices are being followed, including maintaining the integrity of the containment barriers and ensuring that dust or debris does not spread beyond the work area.

**g5** Must be available, either on-site or by telephone, at all times weatherization is being conducted.

**g6** Must perform project cleaning verification.

**g7** Must have with them at the work site copies of the initial course completion certificate and their most recent refresher course completion certificate.

**g8** Must prepare required records.

**h.** To maintain their certification, renovators and firms must be re-certified by the appropriate state agency as required.

**h1.** A firm must submit to the appropriate state agency, a completed application, signed by an authorized agent of the firm, and pay the correct amount of fees.

**h2.** Renovators must successfully complete a refresher training course provided by an accredited training provider.

#### **14. Record Keeping Requirements**

**a.** All documents must be retained in the client file for three (3) years following the completion of the weatherization project.

**b.** Records that must be retained include:

**b1.** Reports certifying that lead-based paint is not present.

**b2.** Records relating to the distribution of the lead pamphlet.

**b3.** Any RRP training provided on-site.

**b4.** Description of specific actions taken.

**b5.** Lead testing and assessment documentation.

**b6.** Photos of site and containment set up.

**b7.** Documentation of compliance with the requirements of the Lead-Based Paint Renovation, Repair and Painting Program.

**OHCS will verify certified firm and Renovator status at each monitoring visit. In the event OHCS identifies non-compliance issues appropriate sanctions may apply. If deficiencies are identified in Subgrantee program operations, including compliance with EPA LRRP**

**requirements, OHCS will respond by working with the Subgrantee to provide training and technical assistance to correct deficiencies. Sanctions may include but not be limited to withholding of funds, disallowance of costs, suspension of contract, or termination of contract. OHCS shall inform the Subgrantee of any appeal rights and procedures to state and federal authorities in the sanction transmittal**

**EXHIBIT G**

**WORK ORDER**

Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Name: \_\_\_\_\_  
 Job Address: \_\_\_\_\_  
 Job Contact: \_\_\_\_\_  
 Job Number: \_\_\_\_\_

Wx Coordinator: \_\_\_\_\_  
 Kris Hurd



915 SW 3rd Ave  
 Ontario, OR 97914  
 541-889-9555

**Weatherization Bid Measures - FY 2019-2020**

Revised

1	Seal penetrations	Hour	\$65.00		\$0.00	Seal Marriage Line On All Mobile Homes
2	Lead Safe Work Practices	Hour	\$61.00		\$65.00	Must Provide Checklist and Pictures
3	LED Light Replacement	Each	\$6.00		\$0.00	Replace 10 Most Used Lights
<b>Attic Measures</b>						
4	Seal chimney chaseway (basement/attic)	Per house	\$112.00		\$140.00	Pictures Needed
5	R-49 blown fiberglass	Sq Ft	\$1.85		\$ 1.85	
6	R-38 blown fiberglass	Sq Ft	\$1.54		\$ 1.75	
7	R-30 Blown fiberglass	Sq Ft	\$1.65		\$ 1.65	
8	R-27 blown fiberglass	Sq Ft	\$1.45		\$ 1.55	
9	R-19 blown fiberglass	Sq Ft	\$1.35		\$ 1.45	
10	R-38 blown cellulose	Sq Ft	\$1.50		\$0.00	
11	R-27 blown cellulose	Sq Ft	\$1.40		\$0.00	
12	R-19 blown cellulose	Sq Ft	\$1.30		\$0.00	
13	HD Cellulose In (2x6) floor Cavity	Sq Ft	\$1.14		\$0.00	
14	KW/PW/rim joist blocks	Each	\$4.80		\$0.00	
15	R-21 kraft faced fiberglass	Sq Ft	\$1.31		\$0.00	
16	Tyvek/FSK/equivalent	Sq Ft	\$0.75		\$ 1.10	
17	Re-screen 1/8" mesh	Sq Ft	\$9.70		\$0.00	
19	roof vent	Each	\$45.00		\$0.00	
20	gable vent	Each	\$60.00		\$105.00	
21	Sheetrock (wall or ceiling)	Sq Ft	\$10.25		\$0.00	
22	Repair &/or replace flat access door	Each	\$57.00		\$95.00	
23	Cut & make operable flat attic access	Each	\$120.00		\$130.00	
24	Drill & fill and / or pull-up boards in attic	Sq Ft	\$1.00		\$0.00	
25	Insulate pull down, retractable ladder	Each	\$325.50		\$0.00	
26	weatherstrip & insulate flat access to R-38	Each	\$60.00		\$0.00	Blue Board Only
27	Dam around heat producing fixture (Fireplace)	Each	\$75.00		\$0.00	Pictures Needed
28	Fiberglass Blow In Per Extra Bag	Bag	\$45.00		\$0.00	



**EXHIBIT G**

Floor Measures						
29	Debris Removal & Disposal	Hour	\$60.00		\$0.00	All debris under a home must be cleaned out and disposed of including rocks
30	Weatherstrip & Insulate flat access to R-25	Each	\$65.00		\$0.00	
31	R-38 fiberglass batts, stringing method	Sq Ft	\$2.05	\$ 2.25	\$0.00	JOIST SPACING 16"OC 24"OC
32	R-30 fiberglass batts, stringing method	Sq Ft	\$1.95	\$ 2.15	\$0.00	
33	R-25 fiberglass batts, stringing method	Sq Ft	\$1.85	\$ 2.05	\$0.00	JOIST SPACING 16"OC 24" OC
34	R-38 fiberglass batts, stringing method under 24 inches	Sq Ft	\$2.60	\$ 2.60	\$0.00	
35	R-30 fiberglass batts, stringing method under 24 inches	Sq Ft	\$2.29	\$ 2.50	\$0.00	JOIST SPACING 16"OC 24" OC
36	R-25 fiberglass batts, stringing method under 24 inches	Sq Ft	\$2.19	\$ 2.40	\$0.00	
37	R-25 fiberglass floor blow (BIF method)	Sq Ft	\$2.50	\$ 2.75	\$0.00	
38	R-11 unfaced fiberglass batts	Sq Ft	\$1.23		\$0.00	
39	Insulate ducts in floor with R-11 + Tyvek	Ln Ft	\$3.25	\$ 7.25	\$0.00	
40	Insulate ducts in attic with R-19 + Tyvek	Ln Ft	\$4.75	\$ 8.75	\$0.00	
41	Insulate water pipe to R-3	Ln Ft	\$1.50	\$ 2.25	\$0.00	Must Use Zip Ties
42	6 mil black vapor barrier	Sq Ft	\$0.30	\$ 0.35	\$0.00	
43	Twine only	Sq Ft	\$0.30	\$ 0.75	\$0.00	
44	Extra Fee for irregular joist spacing	Sq Ft	\$0.60		\$0.00	
45	Extra fee for clearance 18" or less	Sq Ft	\$0.60		\$0.00	
46	Re-screen existing foundation vents, 1/4"	Each	\$20.00	\$25.00	\$0.00	
47	Condensation Line	Each	\$113.00	\$113.00	\$0.00	
Slopes						
48	2x4 R-13 cellulose high density	Sq Ft	\$1.38		\$0.00	
49	2x6 R-25 cellulose high density	Sq Ft	\$1.79		\$0.00	
Knee-Wall Measures						
50	R-25 faced fiberglass batts-knee-walls/Tyvek	Sq Ft	\$2.30	\$ 2.30		
51	R-21 faced fiberglass batts - knee-walls/Tyvek	Sq Ft	\$1.40	\$ 2.00	\$0.00	
52	R-11 unfaced fiberglass batts to existing insulation - Knee wall / Tyvek & twine	Sq Ft	\$1.10	\$ 1.70	\$0.00	
53	Repair &/or replace knee wall access door	Each	\$70.00	\$100.00	\$0.00	
54	Cut & make operable knee-wall access	Each	\$120.00	\$170.00	\$0.00	
55	Cut & make inoperable knee-wall access	Each	\$110.00	\$117.00	\$0.00	
56	Weatherstrip & Insulate knee-wall access	Each	\$90.00	\$100.00	\$0.00	Blue Board Only
57	Knee-wall joist blocks / PV joist blocks	Each	\$4.80		\$0.00	
Wall Measures						
58	R-21 Cellulose high density (2x6 cavity)	Sq Ft	\$2.30		\$0.00	
59	R-15 cellulose high density	Sq Ft	\$1.48		\$0.00	
60	R-15 cellulose, not high density	Sq Ft	\$1.45		\$0.00	
61	R-13 cellulose, high density	Sq Ft	\$1.38		\$0.00	

**EXHIBIT G**

62	R-13 cellulose, not high density	Sq Ft	\$1.35		\$0.00
63	R&R wood siding	Sq Ft	\$0.25		\$0.00
64	R&R vinyl siding	Sq Ft	\$0.35		\$0.00
65	R&R metal/aluminum siding	Sq Ft	\$0.70		\$0.00
66	R&R asbestos	Sq Ft	\$1.65		\$0.00
67	R&R blind nailed asbestos siding	Sq Ft	\$1.83		\$0.00
68	access drill and fill	Sq Ft	\$0.75		\$0.00
69	access drill and fill includes 1x4 cedar trim	Sq Ft	\$1.60		\$0.00
70	drill and fill stucco	Sq Ft	\$1.66		\$0.00
71	drill and fill, access thru interior	Sq Ft	\$1.66		\$0.00
72	batt & cover bump out	Sq Ft	\$4.95		\$0.00
73	block & blow closed bump out	Sq Ft	\$6.20		\$0.00
<b>Mechanical</b>					
74	Install new fan & venting (incl.elec.venting,permits,etc)	Each	\$660.00		\$0.00
75	Install new fan light & venting (Incl.elec.venting,permits,ect)	Each	\$760.00	\$760.00	\$0.00
76	Install in line damper for bath fan vent	Each	\$55.00		\$0.00
77	Install in line damper for kitchen fan vent	Each	\$62.00		\$0.00
78	vent + Insulate existing bath fan	Each	\$75.00	\$100.00	\$0.00
79	vent + Insulate existing kitchen fan	Each	\$75.00	\$100.00	\$0.00
80	Furnish and install dryer vent (complete replacement)	Each	\$150.00		\$0.00
81	Furnish and install dryer vent (cap only)	Each	\$70.00		\$0.00
82	R & R Bath fan Motor with a prop	Each	\$115.00		\$0.00
83	R & R Kitchen Fan Motor and Prop	Each	\$115.00		\$0.00
84	Replace kitchen/ bath fan and venting + Insulate Duct	Each	\$500.00		\$0.00
85	Install new MERV 6 particulate filter in the furnace	Each	\$25.00		\$0.00
<b>Door Measures</b>					
86	Install jamb up weatherstrip kit	Each	\$45.00		\$0.00
87	Install threshold & door shoe	Each	\$54.00		\$0.00
88	Install retractable door sweep	Each	\$50.00		\$0.00
89	R&R keyed alike lock set	Each	\$75.00		\$0.00
90	R&R keyed alike deadbolt	Each	\$80.00		\$0.00
91	Solid core door blank replacement w/hinges	Each	\$500.00		\$0.00
92	R-7 pre-hung steel door w/lock and D.B.	Each	\$560.00		\$0.00
93	R-7 mobile home door w/lock and D.B.	Each	\$560.00		\$0.00

**EXHIBIT G**

Roof Measures (Mobile Homes Only)						
94	EPDM plus 3" Dow Deckmate Plus (or equivalent)	Sq Ft	\$5.00		\$0.00	
95	EPDM plus 3" Dow Deckmate Plus (or equivalent) with R-19 FG attic blow	Sq Ft	\$5.60		\$0.00	
96	EPDM plus 3" Dow Deckmate Plus (or equivalent) with R-20 to R-38 FG attic blow	Sq Ft	\$5.85		\$0.00	
97	EPDM only (rubber only)	Sq Ft	\$3.00		\$0.00	
98	Snow Seal Mobile Home Roof (Single Wide)	Each	\$780.00		\$0.00	
99	Remove/proper disposal of swamp cooler	Each	\$230.00	\$230.00	\$0.00	
100	Remove Existing Roof	Sq Ft	\$1.20	\$ 1.20	\$0.00	
Mobile Home Measures						
101	Seal and Insulate cross-over duct	Each	\$180.00	\$210.00	\$0.00	Detach Crossover to Seal Plenum
102	Repair belly board	Sq Ft	\$2.50		\$0.00	Patches must be sealed with mastic
103	Replace cross-over duct (rigid pipe only)	Ln Ft	\$15.00	\$30.00	\$0.00	Crossover size 10" 12"
104	Replace cross-overduct (flex duct only)	Ln Ft	\$25.00	\$25.00	\$0.00	Crossover size 10" 12" (when
105	Install blue/pink board	Sq Ft	\$3.00		\$0.00	
106	Skirting Replacement	Ln Ft	\$18.00	\$18.00	\$0.00	
107	Drop Belly Supports SW	Each	\$239.00	\$239.00	\$0.00	
108	Drop Belly Support DW	Each	\$435.00	\$435.00	\$0.00	
109	Insulate water heater closet door with blue board (R-13)	Each	\$120.00		\$0.00	Blue Board Only
110	Insulate combustion DWH walls with blue board (R-15)	Each	\$360.00		\$0.00	Blue Board Only
111	Insulate water heater door with batt, tyvek, twine (R-13)	Each	\$90.00		\$0.00	Will be determined at the time of audit
112	Insulate combustion DWH walls with batt, twine (R-15)	Each	\$250.00		\$0.00	
113	Draft Diverter	Each	\$69.00	\$69.00	\$0.00	(Gas Only)
114	Flue Vent	Each	\$230.00	\$230.00	\$0.00	(Gas Only)
115	R-21 Belly Blow	Sq Ft	\$2.79		\$0.00	Outriggers must be blown on mobile
116	R-25 Belly Blow	Sq Ft	\$2.94		\$0.00	homes, patches must be stapled and
117	R-30 Belly Blow	Sq Ft	\$3.00		\$0.00	sealed with mastic
118	R-36 Belly Blow	Sq Ft	\$3.06	\$ 3.06	\$0.00	
119	Fiberglass Blow In Per Extra Bag	Bag	\$45.00		\$0.00	
120	Attic Blow	Sq Ft	\$2.29		\$0.00	
Window Measures						
121	vinyl window replacement .30u ~10 sf	Sq Ft	\$38.00	\$40.00	\$0.00	Must Be U-30 Or Better (Energy Star)
122	vinyl window replacement .30u btwn 10-20 sf	Sq Ft	\$26.70	\$28.70	\$0.00	Butyl Tape must be used on all new,
123	vinyl window replacement .30u btwn 20-30 sf	Sq Ft	\$25.05	\$26.65	\$0.00	windows being installed behind the fange
124	vinyl window replacement .30u~30 sf	Sq Ft	\$27.35	\$27.35	\$0.00	
125	Window replacement add (low-E obscure)	Sq Ft	\$1.75	\$ 2.00	\$0.00	
126	Window replacement add (low-E safety)	Sq Ft	\$5.25	\$ 5.50	\$0.00	
127	IGU replacement ~10 sf	Sq Ft	\$16.10		\$0.00	
128	IGU replacement ~10 sf	Sq Ft	\$16.10		\$0.00	
129	vinyl patio door replacement (60x80) .30u-v	Each	\$704.00		\$0.00	Glass Sliding Door
130	vinyl patio door replacement (72x80) .30u-v	Each	\$852.50		\$0.00	Glass Sliding Door
131	vinyl patio door replacement (96x80) .30u-v	Each	\$1,127.50		\$0.00	Glass Sliding Door
132	Safety Window Replacement .30u	Sq Ft	\$42.00		\$0.00	Safety Tempered
133	DG glass replacement (single pane)	Sq Ft	\$20.00		\$0.00	
134	Safety glass replacement (single pane)	Sq Ft	\$21.00		\$0.00	
135	Trim Exterior of windows & Caulk	Each	\$60.00		\$0.00	Must use hardboard preprimed trim

**EXHIBIT G**

Prescriptive Air Sealing (no testing)						
136	Seal ducts (site built) Including Plenum	Per Hour	\$65.00		\$0.00	Seal Plenum
137	Seal ducts (single-wide mobile home) Including Plenum	System	\$340.00	\$495.00	\$0.00	Sweep Ends, Seal Plenum
138	Seal ducts (double-wide mobile home ) Including Plenum	System	\$375.00	\$530.00	\$0.00	Sweep Ends, Seal Plenum
139	Replace rigid ducts	Lin Ft	\$32.00	\$32.00	\$0.00	
140	Replace flex ducts	Lin Ft	\$27.00	\$27.00	\$0.00	
141	Add CAR grille in furnace closet door	Each	\$77.00	\$100.00	\$0.00	
142	Under cut door	Each	\$42.00	\$52.00	\$0.00	
143	Furnish & Install bypass grilles in door bottom	Pair	\$56.00	\$106.00	\$0.00	
144	Furnish & Install bypass grilles in walls	Pair	\$56.00	\$106.00	\$0.00	
145	Furnish & Install bypass grilles in ceilings including cross-overduct(10ft)	pair	\$151.00	\$251.00	\$0.00	
146	Add fresh air Inlet to return duct	Each	\$90.00		\$0.00	
147	Restrict air flow of exhaust fans, supply ducts, and fresh air Inlets	Each	\$55.00		\$0.00	
148	Install Fresh-Air 80 wall ventilator	Each	\$350.00		\$0.00	
149	Install manufacturer window ventilator	Each	\$82.00		\$0.00	
150	Seal Branch Connections	Each	\$58.00		\$0.00	
151	COVID Safety Measures	Hour	\$30.00		\$0.00	
Total Price of Job:					\$0.00	

Revised 1.26.2021

Comments