

**AMERICAN RECOVERY AND REINVESTMENT ACT
WEATHERIZATION LOW-INCOME ASSISTANCE CONTRACTUAL AGREEMENT**

BETWEEN

**STATE OF ARIZONA, DEPARTMENT OF COMMERCE
ENERGY OFFICE**

And

GILA COUNTY

This Contractual Agreement is amended as follows:

1. *Page 2, SPECIAL TERMS AND CONDITIONS, Paragraph 1 is deleted in its entirety and replaced with the following:*

TERM OF CONTRACT

This Contract shall become effective upon signature by both parties and continue through **March 31, 2012**, unless terminated, cancelled or extended as otherwise provided herein.

2. *Page 2, SPECIAL TERMS AND CONDITIONS, Paragraph 2. A. is deleted in its entirety and replaced with the following:*

A. The total budget for this Contract shall not exceed **\$1,744,457.00**. Budget Exhibit A is attached. The funding is **allocated as follows:**

1. Ten percent (10%) of the \$1,744,457.00 allocation award is available upon full execution of the contract. Amount = **\$174,446.00**.
2. Forty percent (40%) of the \$1,744,457.00 allocation award is available upon approval of the Arizona State ARRA Weatherization Plan by DOE. Amount = **\$697,783.00**.
3. Twenty percent (20%) of the \$1,744,457.00 allocation award is available when Contractor demonstrates that they have obligated funds appropriately and jobs are being created, based on Commerce and DOE review of the progress reports and monitoring. Amount = **\$348,891.00**.
4. Thirty percent (30%) of the \$1,744,457.00 allocation award is available when the Contractor demonstrates continued progress based on Commerce and DOE review of the progress reports and monitoring. Amount = **\$523,337.00**.
5. Any funds remaining unspent in any funding level will carry forward to subsequent levels.

3. *Page 2, SPECIAL TERMS AND CONDITIONS, Paragraph 3 title is changed to:*

TRAINING AND TECHNICAL ASSISTANCE (T&TA)

4. *Page 3, SPECIAL TERMS AND CONDITIONS, Paragraph 8 is deleted in its entirety and replaced with the following:*

DAVIS-BACON ACT REQUIREMENTS

Contractors and subcontractors employed on projects receiving funds under ARRA shall provide information which validates that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Act are paid certain wage rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act). (from ARRA Section 1606).

In accordance with the United States Housing Act of 1949 all laborers and mechanics employed or working upon the site of work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. ******* Additional information regarding the Davis Bacon Act is included in this clause of the contract with Commerce. Paragraph 8 can be found at the following link http://apps1.eere.energy.gov/weatherization/pdfs/dba_clauses_weatherization.pdf Please print out the 13 pages and add them to your contract information. Please be sure to include this or refer to this information in all future contracts.*******

5. *Page 3, SPECIAL TERMS AND CONDITIONS, Paragraph 10. C. is deleted in its entirety and replaced with the following:*

All measures must be determined to be eligible as set forth by the Weatherization Assistance Program.

6. *Page 7, SPECIAL TERMS AND CONDITIONS, Paragraph 18. B. is deleted in its entirety and replaced with the following:*

A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of program eligibility.

7. *Page 9, SPECIAL TERMS AND CONDITIONS, Paragraph 29 is deleted in its entirety and replaced with the following:*

IRAN INVESTMENTS

In Accordance with A.R.S. §35-393.06, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.

8. *Page 9, SPECIAL TERMS AND CONDITIONS, Paragraph 30 is deleted in its entirety and replaced with the following:*

SUDAN INVESTMENTS

In Accordance with A.R.S. §35-391.06, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan.

9. Page 10, *SPECIAL TERMS AND CONDITIONS*, Paragraph 32 is deleted in its entirety and replaced with the following:

PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

A. Eligible Population and Certification of Eligibility

Contractor is responsible to follow the current Arizona Department of Economic Security (DES) LIHEAP Financial Eligibility Policy Manual requirements as it pertains to the Weatherization Program. Copies of the Manual will be provided by DES.

B. Income Eligibility

1. Income level is determined by DES for LIHEAP qualification in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.
2. Households including members who have received cash assistance payments under Aid to Families with Dependent Children (AFDC) or Supplemental Security Income (SSI), are automatically eligible for Weatherization assistance.

C. Priority

Priority shall be given to identifying and providing weatherization assistance to the following households:

1. Elderly persons
2. Persons with disabilities
3. Families with children
4. High residential energy users and households with a high energy burden

10. Page 11, *SPECIAL TERMS AND CONDITIONS*, Paragraph 34. A. 3. is deleted in its entirety.

11. Page 14, *SPECIAL TERMS AND CONDITIONS*, the following paragraphs are added:

43. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS:

Notwithstanding any other provisions of this Contract, the ARRA funds shall not be responsible for or have any obligation to the recipient for:

- 43.1. D&D of any of the recipient's facilities.
- 43.2. Any costs which may be incurred by the contractor in connection with the D&D of any of its facilities due to the performance of the work under this Contract, whether said work was performed prior to or subsequent to the effective date of this Contract.

44. HISTORIC PRESERVATION:

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the contractor must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at:

<http://azstateparks.com/SHPO/index.html>.

45. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS

Contractors providing services as an agent the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this contract.

12. *Page 15, SCOPE OF WORK, Paragraph 3. D. is deleted in its entirety and replaced with the following:*

DETAILED EXPENSE FINANCIAL REPORTS

Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses for the period being filed must be submitted with a Payment Request for the purpose of fiscal desk-audit monitoring.

13. *Page 15, SCOPE OF WORK, Paragraph 3. E. is deleted in its entirety and replaced with the following:*

ARRA PERFORMANCE PROGRESS REPORTS

Contractor shall submit to Commerce with each Payment Request, a minimum of once a month if no payments are requested within the month, an ARRA Performance Progress Report consisting of:

1. ARRA Funded Hours Worked & Trained Report
2. ARRA Funded Vendor Information Report

Report form templates will be forwarded to Contractor providing specific ARRA Performance Progress reporting requirements. It is subject to change pursuant to additional requirements as provided by DOE.

14. *Page 16, SCOPE OF WORK, Paragraph 5. Is deleted in its entirety and replaced with the following:*

SERVICE TERRITORY

Gila County

15. *Page 16, SCOPE OF WORK, Paragraph 6. Is deleted in its entirety and replaced with the following:*

TOTAL ARRA FUNDED UNDUPLICATED ESTIMATED UNIT GOAL

Unduplicated unit goal: **202**

Exhibit A

Gila County	
ARRA Weatherization Program Budget	
Contract No. C037-09-02 AM#1	ARRA Proposed DOE Budget
1. Administration Costs	\$101,153.00
2. Training and Technical Assistance (T&TA)	\$330,100.00
3. Program Operations	\$1,313,204.00
4. Financial Audit	\$0.00
5. Liability Insurance	\$0.00
ARRA Budget Total	\$1,744,457.00

