

CONTRACT

CONTRACT PERIOD: July 1, 2025 – June 30, 2026

For

Low-Income Weatherization Assistance Program (LIWAP) Sub-Awards
Including All Other Weatherization and Rehabilitation Monies

This contract is made by and between **NMCAA (DBA: Community Action Partnership of Northeast Missouri (CAPNEMO))**, the sub-grantee, and _____,
_____, the contractor.

WHEREAS, Contractor agrees to the following Specific/Contractual Requirements & Technical Specifications:

PART I: SPECIFIC REQUIREMENTS

The Contractor shall maintain Comprehensive General Liability Insurance at a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, per occurrence and aggregate. There shall be no deductible clause on any policy of the insurance provided. This Comprehensive General Liability coverage must include: premises and operations, broad form property damage, products/completed operations, contractual insurance, independent contractors, and personal injury. The Contractor shall maintain Workmen's Compensation Coverage. Certification of coverage must be provided to the Agency before the commencement of any work under this contract. Certification shall include documentation that the coverage shall remain in force during the duration of this contract.

The Contractor shall indemnify and hold harmless the Client, Agency, and State, including employees and officers, from any and all actions, claims, losses, and liabilities which may be made against the Agency or State as a result, directly or indirectly, of the performance of this contract. The Agency shall assist the Contractor as may reasonably be necessary. Insurance coverage as specified herein shall be provided to support these indemnification requirements, but shall not release the Contractor from these responsibilities.

The Contractor shall comply with the National Fuel Gas Code for all work and materials performed on gas systems and, where applicable, all local/city codes, regulations, and standards. The final inspection report of the Agency shall not be deemed a warranty or representation that the contractor has complied with all such rules and standards.

The Contractor shall notify the Agency of any unsafe or dangerous conditions concerning the heating system being serviced. These conditions or problems may have been undetectable or overlooked by the Agency auditor.

The Contractor shall furnish items and services at the prices quoted herein, by the specifications and the terms and conditions listed on each work order, this document, and mutually approved amendments. The Contractor guarantees the stated prices through June 30, 2026.

The Contractor agrees to notify the Agency in writing immediately of changes in his availability or ability to complete the work specified herein successfully. The Contractor shall be held fully accountable for all work before notification of the Agency.

The Contractor shall complete the following services:

1. Complete all work designated on the work order, by the Technical Specifications (see attached) and other applicable sections of this document;
2. Provide the service within 30 days from the date of issuance of the work order by the Agency;
3. Complete the Work Order by marking all applicable areas, and sign and date it. Request final inspection of work by returning the completed work order and invoice within five calendar days of the completion of the work. This notification shall identify
(1) the client, (2) client's address, (3) job number, (4) all work which was performed, (5) all work which the Agency identified but not performed and reasons why it was not, (6) labor costs, and (7) material costs.
4. Before receiving final work approval by the Agency, provide re-work service, when needed, within 10 days (5 days in freezing weather) from the date of issuance of the rework order by the Agency at no additional cost.
5. Keep the work areas as clean and safe as possible with minimal disturbance to the client, and broom clean all work areas upon completion.
6. Request a change order for the job when the work cannot be performed as indicated, when the client refuses, or the service called for does not match the job site.

The Contractor warrants that all materials installed in performance of this contract shall be free of defect in materials and workmanship for 12 months from the date of installation (to cover one complete heating season). Should any material prove defective within 12 months, the Contractor agrees to replace the faulty materials with new, non-defective materials at no cost to the Agency or the client within 10 working days of notification (within 5 days in freezing weather).

The Agency reserves the right to accept and reject any RFQ and to disqualify any Respondent.

The Agency reserves the right to terminate the RFQ process without recourse by the Respondent and to re-submit RFQs as necessary before the final contractual award.

The bid and/or contract may be invalidated by the Agency and/or the State of Missouri Department of Natural Resources.

In the event of a sole-source response, the Agency reserves the right to negotiate prices with the Respondent.

PART II: CONTRACTUAL REQUIREMENTS

The contractor assures compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented by Department of Labor regulations (41 CFR, Part 60).

The Contractor assures compliance with the Copeland "Anti-Kickback" Act (18 USC 87) and 29 CFR, Part 3.

No interest shall be paid from any funds for any reason.

The contract shall be construed according to the laws of the State of Missouri.

No official or employee of the Agency, or official or employee of the Contractor or its governing body, or any public official of the State of Missouri who exercises any function or responsibilities in the review or approval of the undertaking or the fulfillment of the obligations of the terms and conditions of contract shall, before the completion of the term of contract, voluntarily acquire any personal interest, direct or indirect, in the contract, proposed contractor or contract subject.

The Contractor covenants that he has no interest and shall not acquire any direct or indirect interest that could conflict in any manner or degree with the performance of the specified services. The Contractor further covenants that in the performance of this contract, no person having any such known interest shall be employed.

The Contractor agrees that the Agency and/or clients of the Agency shall not be liable for the debts of the Contractor or any other firm or organization affiliated with the Contractor in the fulfillment of the terms of this contract. All price or item modifications must have prior approval by the Agency. This contract shall be amended only in writing. The amendment shall become binding when signed and dated by both parties.

It is the Contractor's responsibility to fulfill all obligations under this contract. The Contractor shall subcontract for labor and/or materials only with the advanced written consent of the Agency and the Missouri Department of Natural Resources (DNR). Approval to subcontract shall in no way release the Contractor of his/her responsibility to fulfill his/her obligations under this contract.

The Contractor shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the same (whether by assignment or novation/substitution), without the written consent of the Agency.

The activities of the Contractor's staff and associates shall be fully coordinated with the activities of the Agency. As the work of the Contractor's staff and associates progresses, advice on matters of immediate concern to the Agency and related to the specific scope of work covered by the contract shall be made available to the Agency during the contract period.

The Contractor acknowledges that funds expended for the contract are appropriated by State and/or Federal sources; therefore, the agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated. Suppose funds are not appropriated for the contract. In that case, the Contractor shall not prohibit or otherwise limit the Agency's right to pursue and contract for alternate solutions and remedies as deemed necessary by the State and/or Federal Agency for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract's life.

The State of Missouri Department of Natural Resources Weatherization Program is not a party to this RFQ or contract. It shall be held harmless in any dispute arising from this RFQ or contract.

The Contractor agrees that all work shall be performed in strict compliance with all applicable laws, ordinances, OSHA guidelines, rules, and regulations of Federal, State, County, or Municipal governments or agencies, now in force or that may be enacted hereafter. The final inspection report of the Agency

shall not be deemed a warranty or representation that all such laws, ordinances, rules, and regulations have been complied with by the Contractor.

All furnace repairs and/or replacements must have a one (1) year warranty on all materials and labor. If the Contractor fails to perform satisfactorily, this contract shall be terminated.

Under no circumstances will any lien ever be placed on any client's home.

The Contractor shall retain records relating to this contract for three years after final payment. Suppose an audit, litigation, or other action involving the records is started before the end of the three years. In that case, the documents must be retained until all issues arising from the action are resolved, or until the end of the three-year period, whichever is later. The Department of Natural Resources, Comptroller General of the United States, the Missouri Department of Natural Resources, and the Agency, or any of their authorized representatives, shall have access to contractor records:

1. Current Business permits or license (where applicable).
2. Certificate of Good Standing (dated within the last 30 days) from the State of Missouri – Secretary of State's office.
3. Certificate of Comprehensive General Liability – minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage – per occurrence and aggregate.
4. Certificate of Workers' Compensation Coverage.
5. Certificate of Vehicle Insurance.
6. Certificate of OSHA 10 Training (employees and supervisors).
7. Certification of an EPA Certified Firm.
8. Certified Renovator and Lead Safe Work training documentation.
9. The agency will verify that the Contractor is not listed on the State or Federal Debarment List.
10. The Respondent must meet one of the following criteria:
 - a. The Respondent has completed a contract with the Agency in the past; OR
 - b. The Respondent has submitted the name(s) of other purchasers with whom they have provided service and performed satisfactorily; OR
 - c. The Respondent has posted a Performance Bond. (The performance bond may be in the form of monetary guaranteed surety, such as a bond, Cashier's Check, or Treasurer's Check.)

“All work performed with funding administered by the Department of Natural Resources (DNR) Weatherization Assistance Program must meet the objectives and specifications outlined in the Standard Work Specifications for Home Energy Upgrades and the Missouri Weatherization Program Technical Manual. These specifications can be found at: <https://sws.nrel.gov/> and at: [http://energy.mo.gov/energy/consumers/assistance-programs/low-incomeweatherization-assistance-program-\(liwap\)](http://energy.mo.gov/energy/consumers/assistance-programs/low-incomeweatherization-assistance-program-(liwap)). A certified Quality Control Inspector will inspect and validate all work before being submitted for reimbursement.”

PART III: TECHNICAL SPECIFICATIONS

All work must be performed to the manufacturer's design specifications, industry standards, and accepted practices.

Materials must meet or exceed the specifications cited or subsequent approved standards, which supersede these specifications.

Thermostat Control System

Line Voltage or Low Voltage Room Thermostats: NEMA DC 3-2003 (or the latest version)

Thermostat setting numbers must be legible. The thermostat must have a thermometer.

(Thermometer is not mandatory for mobile home units: Mercury-bulb type thermostat does not apply to mobile home units.)

Hydronic Boiler Control: Commercially available.

Water Heater Modifications

Install Vent Damper, Gas Fueled: Conformance to ANSI Z21.67, including Addenda A and B 1985, and NFPA 54-2012 (or the latest version).

Boiler Repair and Modifications/Efficiency Improvements

Readjust Boiler Water Temperature or Install Automatic Boiler Temperature Reset Control: Conformance to ANSI/ASME CSD-I-2006 and NFPA 31-2011 (or the latest version).

Install/Replace Thermostatic Radiator Valves: Commercially available. One-pipe steam Systems require steam air vents on each radiator; see the manufacturer's requirements.

Clean Heat Exchanger, Adjust Burner Air Shutter(s). Check Operation of Pump(s) per manufacturer's requirements.

Install Boiler Duty Cycle Control System: Commercially available.
National Electrical Code and local electrical codes provisions for wiring.

Replace the constant-burning pilot with an electronic ignition device and an electrically operated damper on gas-fueled boilers: Conformance to ANSI Z21.71- 1993 and ANSI Z21.71a-2005 (or The latest version).

Replace Combustion Chamber in Oil Boiler: Conformance to NFPA 31-2011 (or the latest version).

Heating System Repairs and Tune-ups/Efficiency Improvements

Duct Insulation: Conform to ASTM C1290 - 06e1 Standard Specification for Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts, with attention paid to manufacturers' recommendations (or the latest version).

Clean Heat Exchanger and Adjust Burner: Adjust air shutter and check CO2 and stack temperature; clean or replace air filter on forced air furnace. Conform to ANSI Z223.1- 2012 (NFPA 54-2012), National Fuel Gas Code (or the latest version).

Install Vent Dampers (gas-fueled systems: Conform to applicable sections of ANSI Z223.1. (NFPA 54-2012), including Appendices H, I, J, and K. Thermally Activated Vent Dampers: ANSI A21.68- 1985 and Appendices A and B (or the latest version).

Reduction of Vent Connector Size of Gas-Fueled Appliances: Conform to ANSI Z223. 1- 2012 (NFPA 54-2012) Part 9 and Appendices G and H (or the latest version).

Readjust fan switch on forced air gas or oil-fueled furnaces: Conform to applicable sections and Appendix H of NFPA 54-2012 for Gas Furnaces and NFPA 31-2011 for Oil Furnaces (or the latest version).

Replace Air Diffusers, Intakes. Registers and Grilles: Commercially available.

Install/Replace: Warm Air Heating Metal Ducts: Commercially available.

Install combustion air by NFPA 54-2012 (or the latest version).

Repair/Replace Oil-Fired Equipment: Conformance to NFPA 31-2011 (or the latest version).

Replace Combustion Chamber in Oil-Fired Furnace: Conform to NFPA 31-2011 (or the latest version).

Check Smoke Number on Oil-Fueled Equipment.

Replacement of Oil Nozzle and Filter: Per manufacturer's instructions.

Adjust Barometric Draft Regulator for Fuel Oil: NFPA 31-2011 and per manufacturers' (furnace or burner) instructions (or the latest version).

Executive Director Date
CAPNEMO

Contractor Date

Federal ID #: