

RePower Quality Control Policies and Procedures

I. Summary

Home improvements promoted by the RePower Program are expected to deliver long-term benefits such as energy savings and improved comfort in the home. In order to ensure that homeowners receive these benefits, RePower completes Quality Control inspections on a minimum of 10% of known energy efficient home improvements completed under the RePower Program. The purpose of this document is to outline the Quality Control and Problem Response procedures for the RePower Program in Bainbridge Island and Bremerton, WA.

Jobs selected for Quality Control inspections will receive a rating of “Pass,” “Needs Minor Corrective Action,” or “Needs Major Corrective Action.” The ratings are based on best practices according to the current RePower Weatherization Specifications Manual. Typically most inspections pass or receive minor feedback that seeks to improve the quality of work.

In the event that problems are found and a measure requires corrective action, contractors are required to perform the identified corrective actions at no additional cost to the customer within the specified time period. Repeated occurrences of an individual problem or serious problems that affect the health and safety of a home will result in a performance improvement plan or suspension from the program.

If the contractor sub-contracts work, it is the responsibility of the primary contractor or the signatory on the incentive application materials to ensure compliance with program standards and guidelines. In special circumstances, waivers may be available when unusual conditions prevent specifications from being met. For greater detail regarding specifications and the waiver process, download the 2011 RePower Weatherization Specifications Manual from the RePower website.

II. Quality Control Selection and Inspection Process

1. Ten percent of the RePower rebate applications are randomly selected for quality control inspection. RePower staff attempts to schedule an appointment with the homeowner within one week of selection.
 - **Remember:** In circumstances where a home is found to be below the national standards for Minimum Ventilation Level, contractors shall submit a RePower Minimum Ventilation Notification letter to the homeowner even when mechanical ventilation exists. A copy of the aforementioned letter can be found on the contractor page of the RePower website. **The homeowner should have this letter prior to quality control inspection.**
2. The quality control inspector visits the applicant’s home and conducts an inspection on measures for which the participant has applied for a RePower rebate. The purpose of the quality control inspection is to assure compliance with the 2011 RePower Weatherization Specifications Manual. No warranties of any kind are implied by the quality control inspection. To document this process the inspector completes a RePower Quality Control Post Job Inspection Form.
3. While in the home, the quality control inspector notifies the homeowner whether the work has received a rating of “Pass,” “Needs Minor Corrective Action,” or “Needs Major Corrective Action.”
 - If the job does not pass:
 - The quality control inspector explains to the participant why the job needs corrective action
 - The contractor is responsible for the cost of all corrective actions
 - The incentive payment will not be released until corrective action is taken and the job has passed re-inspection;
 - If the work Does Not Qualify and the problems cannot be remedied, the contractor is obligated to reimburse the participant for the incentive(s).
4. The quality control inspector submits RePower Quality Control Post Job Inspection Form to the RePower Customer Service Representative to document the inspection.
5. The quality control inspector sends an e-mail notification to the contractor, indicating the results of the inspection.

- If the inspection passes:
 - RePower staff processes the incentive application to release payment to the participant.
- If the job needs Minor or Major Corrective Action:
 - The quality control inspector explains the results and necessary corrective action to the contractor through a written report and a phone call. The contractor has 10 business days to improve the quality or completeness of the work as identified by the quality control inspector.
 - Quality control inspector re-inspects the applicant's house and provides an updated rating.
 - Payment is released for jobs requiring corrective action when the job has achieved a "Pass" rating.

III. Quality Control Ratings

1. **PASS:** The work was satisfactorily completed as stated on the incentive application and is in compliance with the RePower Weatherization Specifications Manual. No corrective actions are necessary.

2. **NEEDS MINOR CORRECTIVE ACTION:** The work was completed, but has minor problems with the job quality, as defined by the Weatherization Specifications Manual. Problems may include items which appear to have been overlooked by the contractor and have a minor impact on the future energy savings or overall job quality.
 - Minor details are missing from the work.
 - Example: Missing or improperly installed weather-stripping.
 - Example: Minor voids in insulation or baffling.
 - Example: Duct insulation is missing in small areas.
 - Example: Furnace is correctly installed, but is missing the required duct test sticker.

3. **NEEDS MAJOR CORRECTIVE ACTION:** The work was completed with major problems and is not in compliance with the Weatherization Specifications Manual. Errors identified during the Quality Control inspection are seen to have a major impact on health, safety, energy savings, or building durability due to poor workmanship or sub-standard materials. When Major Corrective Action is required, RePower reserves the right to inspect other jobs completed by the contractor (within the same time period and with similar measures) and require repairs, if needed.
 - Work created an indoor air quality hazard.
 - Example: Propane water heater is installed within the conditioned space of a home and fails the combustion safety test.
 - The work is incomplete.
 - Example: Condensate drain is missing or not corrected properly for a newly installed furnace.
 - Example: Floor insulation was installed to improve from existing insulation from R-6 to R-30; however a significant portion of the floor was not improved.
 - Multiple infractions were found.
 - Example: Insulation was not secured to attic hatch, gaps were seen around bathroom exhaust fan duct, and baffles extended less than 4" above level of insulation. This needs major corrective action due to multiple violations with the specifications on attic insulation.
 - Example: New water heater was installed but failed combustion safety test and has no earthquake strap.
 - Repeated minor infractions of the same type from the same trade ally.
 - Example: Incentive application materials show that 1,000 square feet of wall insulation was installed; however, the quality control inspection proved only 600 square feet of insulation was installed. The contractor or trade ally has repeatedly reported erroneous square footage. The pattern of documentation discrepancies warrants major corrective action.
 - **Does Not Qualify (DNQ):** The work completed does not qualify for an incentive listed on the RePower incentive application. This could occur due to the inclusion of false information regarding the efficiency rating, size, or fuel source of the home improvement. A DNQ is considered a serious program violation and the incentive(s) applied for should be reimbursed to program participants by the contractor.
 - Example: Ductwork was sealed or insulation installed in the conditioned space of a home. This would not qualify for an incentive because the main purpose of weatherization measure installations is to prevent winter-time heat loss from conditioned space to unconditioned space.
 - Example: A .80 AFUE furnace was installed correctly; however, the efficiency requirements of the rebate (.90 AFUE) have not been met.

- Example: Incentive application is submitted for a high-efficiency propane water heater; however, the equipment installed utilizes electricity as its fuel source. This work does not qualify for a RePower Rebate because the home has a primary fuel source other than oil or propane.

IV. PROBLEM Response Procedure

1. PROBLEM Identification – A PROBLEM can be identified by anyone, including (but not limited to) CSG, the sponsor, the implementing contractor or the PARTICIPANT. However, only a CSG employee may initiate a PROBLEM Disposition Form (PDForm). Those employees in the regional offices that may initiate a PDForm will be designated by the Regional VP.

The following is a list of potential PROBLEMS for which CSG might implement this PROBLEM Response Procedure. This list is not exhaustive. These are examples only and not a complete list.

- Safety Standard Violation: Conducting work in a manner that violates OSHA regulations or in general represents a safety hazard to contractors, PARTICIPANTS, or any other members of the program or public.
- Poor Work Quality: Multiple failures to have the same work pass inspection for reasons enumerated in a prior inspection or other items such as those outlined below: (looking for trends & patterns)
 - Program not implemented in accordance with requirements
 - Equipment not installed in accordance with requirements
 - Overall quality of work is deficient (based on established program standards)
 - Failure to Comply with program administrative and reporting requirements
- Untimely Corrections: Failure to remedy identified work PROBLEMS after notification, without charge, in accordance with specifications: (a) any failure to satisfy the program standards, or (b) any damage to a PARTICIPANT’S property resulting from an installation under the program specifications.
- Failure to Comply with:
 - A provision of law
 - A utility policy, rule, regulation, guideline, or instruction applicable to all participants of the same program
 - A specific program requirement
- Fraud: Steering a PARTICIPANT away from the program for some type of personal or professional gain.

2. PROBLEM Response

Once a concern is identified with a contractor, CSG will perform an evaluation of the facts to determine if there is an actual PROBLEM. A more serious situation (such as a health and safety concern) would require more prompt treatment (24 – 48 hours). Upon determination of a PROBLEM, CSG will inform the contractor of the PROBLEM and the intended CSG action or actions. Actions will include one or more of the following progressive steps. However, CSG reserves the right to move to any step at any time CSG deems warranted based on the circumstances.

1. Written report
2. Probation
3. Removal from the program

3. Level 1: Written Report

Applicability: Most situations would likely fall in this category. The idea is to provide some prompt written feedback to improve the contractor’s performance. *This will apply when work is rated as “Needs Minor or Major Corrective Action.”*

In some cases in which a PROBLEM is identified with a contractor, this may be addressed by a member of the CSG program team by providing a simple written correction and instruction. Depending on the response of the contractor, this may be all the action necessary. If a PROBLEM is identified (with the quality or completeness of work performed in a home or business), the contractor has ten (10) business days to correct that work to the satisfaction of CSG.

4. **Level 2: Probation**

Applicability: This situation would apply a smaller percentage of the time where the contractor is viewed as having the right motivation but requiring some on-going assistance to correct performance. *This could apply after repeated ratings of "Needs Minor or Major Corrective Action."*

For repeat occurrences of an individual PROBLEM (or a series of different PROBLEMS), CSG may elect to place the contractor on a Performance Improvement Plan. This plan will be a brief document that outlines the specific PROBLEM(S), the actions that must be taken to correct the PROBLEM(S) and the date by when the actions must occur. This situation would especially apply in the case where the contractor provides a unique service (in other words, we want to keep the contractor) but has had minor recurring performance PROBLEMS.

5. **Level 3: Suspension from the Program**

Applicability: This situation would apply a small percentage of the time. In this case the potential problem is serious or recurring. There is some investigation that must be accomplished but the seriousness of the concern warrants immediate action. *This could apply after repeated and/or egregious problems with work resulting in ratings of "Needs Major Corrective Action."*

Removal Notification – a written notification must be sent to the contractor that provides specific information. When CSG determines that adequate grounds exist for possible or actual contractor removal, the contractor involved will be notified of the proposed action by certified mail. The notice will provide:

- The date of the removal, which may be the date the contractor is informed
- The time period of the removal (which may range from 45 calendar days to indefinite)
- A description of the grounds for the proposed action
- What is the category of the situation (as further described below):
 - **A. Conference Meeting:** the contractor will be invited to have a conference meeting to make their case but continue to work in the program.
 - **B. Emergency Suspension:** the concerns with the contractor are such that immediate suspension is called for. Here again the contractor is given the opportunity to meet and make their case.
- Additionally, by the date of proposed removal (or within 5 business days if the removal is immediate), the contractor must provide CSG with:
 - A list of all work in progress under the program where there is a signed project agreement between the contractor and a PARTICIPANT dated on or before the notice date; in other words, the program is underway and being implemented for one or more PARTICIPANTS;
 - Any extenuating circumstances which should be considered
 - Any request that a conference be scheduled to present information and explanations on the proposed removal

One of the two following strategies would be selected based on the gravity of the situation.

A. Conference Meeting:

In this case, the contractor would be invited to meet with CSG to explain their side of the circumstances, but would be allowed to continue to work in the program in the meantime.

To request a conference with CSG, the contractor must contact CSG Program Manager listed in the contract, providing an explanation of the actions in question.

If CSG does not receive a request from the contractor for a conference within fifteen (15) days from the date the removal letter is mailed, the contractor will be removed from the program as of the date of proposed removal.

If CSG receives a request for a conference by the date of proposed removal, CSG will schedule a conference with the contractor.

At the conference a CSG decision maker (Program Manager or Program Director) or his/her representative will meet with the contractor. Information and material providing the basis for the removal will be presented to the contractor. The contractor will be given the opportunity to present information and explanations relevant to the removal. At the conference, a reasonable time, not less than five (5) days, may be set within which additional written material may be submitted by the contractor and, in exceptional circumstances, additional sessions may be scheduled to allow further oral presentations. Based on consideration of the presentations at the conference and any timely-submitted additional written material, the CSG decision maker or his/her representative will make a final decision. A copy of the final decision will be sent via certified mail to the contractor detailing the action to be taken, if any, and an effective date of removal, if applicable. By the date of removal, the contractor will be required to complete in a timely manner all outstanding work previously listed in progress or for which a signed contract existed on the notice date.

B. Emergency Removal

In this case CSG may remove a contractor from a program effective immediately upon making a determination that not to do so would pose a threat to life, health, or property or for fraud. CSG will notify any contractor so removed verbally with a follow-up certified mail of the date of removal (which may be that day), the grounds for the action, and the opportunity to request a conference. If CSG receives a request from the contractor for a conference within five (5) days from the mailing date of the notice of immediate removal, CSG will schedule a conference with the contractor. The contractor will be suspended from the program immediately upon the CSG determination of the need for emergency removal. After the conference, CSG will promptly either confirm the removal or reinstate the contractor to program participation.

6. Contractor Reinstatement

After any removal period has expired (as defined in the written notification to the contractor – see the early paragraphs in Section 5 above for a discussion of the “time period of removal”), a contractor may apply for reinstatement to the program. A contractor may not be reinstated until all of the following conditions have been met:

- The contractor must meet all requirements as stated in the program specifications.
- The contractor must provide evidence satisfactory to CSG that any problems that led to removal have been remedied.
- All outstanding work must have been completed in accordance with program requirements
- In some cases the contractor may be required to provide additional assurances of responsibility satisfactory to CSG (e.g., adequate assurances of timely payment to suppliers, satisfactory completion of additional training, etc.).

Please direct all correspondence to:
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