

LEAP Contractor Participation Agreement for Home Performance with ENERGY STAR Certification

Period Covered: 2010

INTRODUCTION

The Local Energy Alliance Program (LEAP) is sponsoring Home Performance with ENERGY STAR (hereinafter referred to as "the Program"), which is designed to improve the energy performance, durability, health and safety of existing residential housing stock. This form is the application to become a Participating Contractor in LEAP's Home Performance with ENERGY STAR Program and signing it imparts a contractual obligation to both parties (LEAP and Contractor).

To complete this application you must do the following:

- Read the terms and conditions
- Sign this application
- Provide *all* requested information below
- Turn in to LEAP signed electronic or hard copies of this application and requested documents

Return the completed application form and appropriate insurance documentation to LEAP. After a final review of your Participating Contractor Agreement, LEAP will provide written notice within 14 days approving your status or requesting any additional information needed to complete your application.

Business Name: _____

Type of Business: _____

Address: _____

Web Address: _____

Federal Tax Identification Number: _____

Telephone Number: _____ E-mail Address: _____

Primary Contact: _____ Job Title: _____

Contractor License Number: _____

This Agreement sets out the terms and conditions under which contractors shall participate in the Program. Under this Agreement, home performance contractors and energy auditors (hereafter referred to as "Contractors") agree to accept referrals of eligible customers from LEAP's Program and to meet Program requirements and standards in performing the resulting work.

HPwES Certification Process:

For a property to be awarded HPwES Certification, it must achieve a 20% or greater projected energy efficiency gain using LEAP approved modeling software. For a list of approved software, please see the *LEAP Home Performance Program Guidelines* document. The home performance assessment or energy audit must be performed by a certified Building Performance Institute Building Analyst (BA) and data from this audit and the audit report must be submitted to LEAP. LEAP will use this data not only for quality control on the individual retrofit, but also for research purposes to inform and improve the overall quality of the program we oversee.

Work performed on the home should meet program standards as defined in the *LEAP Home Performance Program Guidelines*. If the Contractor is using LEAP's software, signed bid contracts must be uploaded to LEAP. Otherwise, signed bid contracts should be faxed or emailed to LEAP before the start of the job.

All home performance subcontracted work in the following fields must be completed by a Participating Contractor in good standing:

- Air sealing
- Duct sealing, balancing, or reconfiguration
- HVAC replacement or tune up
- Insulation

After the completion of the retrofit, defined by the audit report's workscope and approved by the homeowner, the BA will test out. A percentage of jobs will also be tested out and checked for workscope by a LEAP representative for quality assurance purposes. Information from this QA test will be shared with the BA and Contractor(s) who worked on the job.

HPwES Certification will be sent to the homeowner after the following documentation is complete and uploaded, faxed, or emailed to LEAP:

- Audit data and report
- Customer signed bid contract
- Customer sign off on work completed
- Test out data submitted
- Quality assurance check if applicable

Retrofit measures include but are not limited to: blower-door assisted air sealing; attic, sidewall and basement insulation; duct sealing and balancing; heating and cooling system repair and replacement; lighting efficiency (hardwired fixtures and compact fluorescent lamps); replacement of refrigerators, freezers, hot water heaters, and other electric appliances with more efficient appliances; and cost-effective conversions of electric clothes dryers or hot water heaters; window and door replacement; and the addition of sustainable energy technology such as solar thermal, geothermal, solar pv, and small wind.

This Agreement supersedes any previous agreement, is completely voluntary and can be terminated at any time for any reason by the Contractor or by LEAP.

LEAP will make available the following services and support *exclusively* to its Participating Contractors:

- Rebates to customers for audits and energy conservation measures
- Special financing products
- Limited mentoring in the field by email or phone
- Promotion of participating contractors in the program marketing
- Referrals of customers
- Affiliation with HPwES and access to HPwES marketing toolkit
- Auditing, customer report generation, and program communications tools for customer referral, project tracking, and reporting to reduce paperwork and promote timely communications
- Program support and training on sales, service delivery, reporting and payment procedures
- Training and support in energy-use education to be provided by Contractors to participating households
- Quality assurance and quality control with prompt feedback to the Contractor to ensure adherence to high standards of quality
- Easy access to Program Implementers for prompt response to program issues

By executing this Agreement, the Contractor agrees to play an active role in the Program by providing high-quality services to Program customers. As a condition of participating in the Program and accessing LEAP's benefits, the Contractor agrees to provide or do:

1. REQUIRED DOCUMENTATION FOR ALL PARTICIPATING CONTRACTOR APPLICATIONS

A contractor who is not currently participating in the program shall provide leap with proof of one of the following:

- ✓ A satisfactory Dun and Bradstreet Rating, or
- ✓ Membership in the Better Business Bureau, or
- ✓ Specific evidence of business capacity including *each* of the following:
 - a satisfactory banking reference;
 - a minimum of three satisfactory professional/trade references, such as suppliers of materials, tools, credit;
 - a minimum of three satisfactory customer references;
 - confirmation that the firm has been in business for three years;
 - confirmation that the principals in the business have a satisfactory individual credit score with no outstanding liens, judgments or a bankruptcy within the last seven (7) years, and
 - confirmation that the principals have a net worth of at least \$50,000, verified by an audited financial statement or the last two year's tax returns.

If any of the requirements above are not met, LEAP reserves the right to waive the requirement(s) for a particular contractor upon submission of a written request for an exception. The request should be accompanied by a detailed, reasonable, and credible explanation of the reasons for failure to meet any of the requirements so marked. However, LEAP is under no obligation to approve any or all such requests.

Required Insurance

All Contractors who participate in LEAP's programs shall maintain insurance as follows, and provide evidence of current coverage upon request by LEAP:

- ✓ Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of work in the Program with minimum limits of:
 - \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person
 - \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and
 - \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and
- ✓ Commercial automobile liability insurance in respect of motor vehicles owned, licensed or hired by the Contractor and the Subcontractors for bodily injury liability, including death and property damage, incurred in connection with the performance of work in the Program, with minimum limits of \$500,000 in respect of claims arising out of personal injury, sickness, or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster; and \$500,000 in respect of claims arising out of property damage in any one accident or disaster: and
- ✓ Workers' Compensation Policy covering the obligations of the Contractor as required under the provisions of the Workers' Compensation Law, Employers Liability, and Disability Benefits.
- ✓ *LEAP recommends all Building Performance Institute Building Analyst Contractors must maintain Errors and Omissions Insurance.*

2. CONTRACTOR BUSINESS PRACTICES

*Contractor understands that LEAP will charge a 4% of project fee to the Contractor on all Home Performance with ENERGY STAR efficiency measures completed on a remodel to cover administrative costs for quality control, quality assurance, and program marketing. **This is a fee to the Contractor, not the homeowner. Do not place a separate line item on your project bid to cover this cost.***

Contractor shall provide warranty for all labor and materials for a minimum of one (1) year from the date the service is performed. Equipment installed shall carry manufacturer's warranty.

Contractor shall treat Program customers fairly and attempt in good faith to deliver promised services in a timely and responsible manner.

Contractor who provides all or part of the services defined in the signed bid contract must obtain customer sign-off that work was completed.

Contractor shall properly represent the relationship of the Contractor to LEAP and ENERGY STAR. The Contractor is an independent contractor and a Participating Contractor in LEAP's Home Performance with ENERGY STAR program. Participating Contractors and their employees shall **not** represent themselves as employees of or certified by LEAP or ENERGY STAR. LEAP pre-qualifies Contractors to participate in its programs, but does not provide certification.

Contractor must follow the Home Performance with ENERGY STAR guidelines for logo usage as stated on ENERGY STAR's website.

Contractor shall maintain any relevant licenses as required by federal, state, county or municipal governments or any other agencies for work in the trades it undertakes through this Program.

If a Contractor becomes involved in a dispute with a customer over business practices, the Contractor shall work with LEAP to resolve the dispute amicably. If such discussion does not produce an outcome acceptable to the customer and the Contractor, the Contractor shall settle the dispute through the LEAP's customer complaint resolution process found in the *LEAP Home Performance Program Guidelines*.

Contractor shall hold LEAP harmless from any claim or suit arising from work in the Program, including, but not limited to any claim or suit resulting from or related to mildew, fungus, moisture intrusion or mold of every type and nature.

Contractor shall allow random field inspections by LEAP or its subcontractors of work that has been performed. Contractor recognizes LEAP's commitment is to have at least 5% of all jobs performed by the Contractor under the Program to be inspected in this manner. Contractor, upon request of LEAP and at no additional cost to the customer, shall make reasonable repairs or corrections to work that the Contractor has performed to bring such work up to *LEAP Home Performance Program Guidelines* standards.

Contractors performing audits or retrofit work will conduct themselves in a professional manner at all times. Any one of the following actions will remove a contractor or their business from the program: smoking in or on a resident's property, illicit drug use, and drinking alcohol on the job.

2. THE CONTRACTOR SHALL PROPERLY RESPOND TO CUSTOMER REFERRALS BY LEAP

The Contractor shall accept referrals from the Program and shall provide services to these referral leads in accordance with the *LEAP Home Performance Program Guidelines* and this Agreement. The Contractor recognizes that the referrals received from the Program constitute a benefit from LEAP and that the Contractor must make every effort to pursue a referral in a timely fashion. If the Contractor fails to properly respond by phone or email to the customer referral **within 3 days**, the referral may be passed to another Contractor and future referrals may be affected.

Performance of HPwES contracted services are expected within 30 days, unless other arrangements have been made with the property owner. If services are not delivered in a timely manner, LEAP reserves the right to suspend or remove the Contractor from the Program.

The Contractor recognizes that customer personal data and utility usage information shared with the Contractor must be treated as confidential and not disclosed to any party other than LEAP, subject to applicable laws. The requirement for confidential treatment of customer information shall survive the termination of this Agreement.

3. BUILDING ANALYST CONTRACTOR REQUIREMENTS

Energy audit contractors shall maintain Building Performance Institute Building Analyst (BA) certification during their participation in the Program.

A BA's first responsibility is to the homeowner. Whether the BA Contractor will bid for the workscope on the job or not, *LEAP Home Performance Program Guidelines* must be followed. After completing three mentored audits, the BA Contractor shall ensure that fully BPI BA-certified personnel perform all subsequent home performance energy audits and all pre- and post-installation diagnostic tests performed under the Program, whether performed by the BA Contractor's own employees, by a subcontractor or by another Contractor via referral.

The Building Analyst Contractor shall verify that the customer has signed the Residential Participation Agreement and submitted it to LEAP.

The responsible BA Contractor will inform the homeowner that only HPwES Participating Contractors can perform the work for a home to be eligible for HPwES Certification.

BA Contractors must use Program provided or Program approved software for audits and energy modeling found in *LEAP Home Performance Program Guidelines*. HPwES audits performed using unapproved software will not meet Program requirements and will be ineligible to receive HPwES Certification.

BA Contractors shall maintain effective procedures for quality control as required by BPI for resolution of customer complaints or disputes and for response to customer emergencies. BA Contractors agree to make these procedures available to LEAP for review and improvement upon request.

BA Contractors shall ensure that they receive, at a minimum, training that is in compliance with BPI's continuing education credits requirement.

5. CONTRACTOR RECOGNIZES THAT PARTICIPATION IS AT LEAP'S DISCRETION

Contractor shall not employ as a subcontractor any firm or person who has been suspended or terminated from this Program without LEAP's prior written permission.

LEAP reserves the right to make changes to the Program upon written notice to Contractors.

It is expressly understood that should a homeowner utilize LEAP program financing, LEAP will not approve payment for a job without documentation of an acceptable work scope, which shall include audit test in and out data (including results of instrumented audit), required customer sign-offs and other project details as requested by LEAP.

Contractor acknowledges that participation in the Program is voluntary, and LEAP may suspend or terminate Contractor's participation in the Program for any reason, including but not limited to, failure to maintain these *LEAP Home Performance Program Guidelines* standards. Contractor acknowledges that failure to follow Program requirements and procedures, including processing of required documents and reporting, will result in suspension or removal from this Program. In all cases involving termination of firm's participation, LEAP's written decision is final.

