



**REDWOOD COAST ENERGY WATCH
PROGRAM MANUAL**
Direct Install Program



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1. INTRODUCTION

The Redwood Coast Energy Authority (RCEA) and Pacific Gas and Electric Company (PG&E) have developed the Redwood Coast Energy Watch (RCEW) program—a program designed to drive investments in energy efficiency in Humboldt County California. RCEW is a Government and Community partnership (GCP) funded by California ratepayers, administered by PG&E under the auspices of the California Public Utilities Commission, and implemented by RCEA. RCEA is under contract to implement RCEW from 2016 until December 31st 2018.

RCEW promotes energy efficiency services through a single, objective point of contact. RCEW promotes energy efficiency by providing program participants with:

- No-cost assessments and consultations,
- Turn-key project management assistance and,
- Incentives to offset installation costs.

RCEW offers but is not limited to the following efficiency measures in both the non-residential marketplaces:

- Lighting and lighting controls;
- Refrigeration equipment and controls;
- Heating, ventilation, and air conditioning (HVAC) equipment and controls,
- Food service equipment;
- Water heating systems;
- Appliances.

a. Programs

RCEW has historically offered turn-key services to Humboldt County utility ratepayers on non-residential and residential rate tariffs. Consumers using non-utility supplied fuel sources are not eligible for RCEW services. RCEA may have alternative options. Residential services are supported by our Rater Pathway service bridged to Home Upgrade ®. Interested Home Performance contractors are encouraged to contact us about becoming a Home Upgrade contractor.

b. About this Document

This document is called the *RCEW Program Manual*. It is intended to guide participating Contractors through key topics such as:

- Program policies,
- Program processes,
- Service standards,
- Quality control,
- Terms and definitions.

The RCEW Program Manual is made part of Vendor Services Contract (VSC) on successful execution of the RCEW VSC.

The program reserves the sole discretion to make changes to this manual. Participating Contractors shall be notified of any changes seven (7) business days prior to those changes being made part of the VSC. Additional time will be provided for major changes and additions.

c. Goals and Objectives

RCEW has the following goals and objectives for 2017 and 2018:

- Offset at minimum, 950 peak kW,
- Reduce kWh consumption by at least 5,200,000 kWh and,
- Minimize and offset interactive effects to ensure no additional load is placed on natural gas consumption.

d. Program Administrator

Interested Contractors may obtain additional information about the program:

Lou Jacobson
Program Manager
633 3rd Street
Eureka, CA 95501
Phone: 707.269.1700
Fax: 707.269.1777
ljacobson@redwoodenergy.org
www.redwoodenergy.org

2. PROGRAM POLICIES

Participating Contractors should read and understand the following programmatic policies. Failure to comply with these policies may result in disciplinary action leading up to and including the termination of the VSC.

a. Contractor Eligibility

To participate in the RCEW program, Contractors shall meet the following general eligibility criteria:

- Applicable insurance as defined in section 2.b;
- All required licenses. C10 and A and/or B-General licenses as required by and in good standing with the State of California Contractor's License Board, and, as applicable, all licenses necessary to perform the class and type of work required for the project;
- Successfully passing RCEW background check as defined in section 5;
- Certification that all employees performing services have successfully passed the RCEW background check, please use [Attachment 2](#) to certify that all employees performing services have successfully passed the background check;
- Completing and submitting Non-Disclosure Agreements (NDA) for all employees who will handle RCEW program projects. Please populate [Attachment 3](#) for each employee handling RCEW projects.

b. Insurance Requirements

The Contractor shall maintain at all times during the installations performed for this program the following licenses and insurance:

Commercial General Liability

The limit shall not be less than \$1,000,000 each occurrence or \$2,000,000 in aggregate for bodily injury, property damage and personal injury.

- Contractors must forward current insurance certificate to RCEW. Certificate must have an "Additional Insured" endorsement that adds RCEA and PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, managers, agents and employees with respect to liability arising out of or connected with the work performed by or for the program. (ISO Form CG2010 or equivalent is preferred.) In the event the commercial general liability policy includes a "blanket endorsement by contract," the following language must be added to meet the additional insured requirement; "RCEA, PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, managers, agents and employees with respect to liability arising out of the work performed by or for RCEA are additional insured under a blanket endorsement."
- Be endorsed to specify that the Contractor insurance is primary and that any insurance or self-insurance maintained by RCEA or PG&E shall not contribute with it.
- All insurance policies shall provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to RCEA.
- If the commercial general liability insurance referred to above is written on a claims made form then, following termination of this program, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this contract.

Business Auto Insurance

The limit shall not be less than \$1,000,000.00 for each accident for both bodily injury and property damage.

Worker's Compensation Insurance

The Contractor must meet the following provisions:

- Provide that the insurance carrier not cancel, terminate or otherwise modify the terms and conditions of said insurance except when thirty (30) days written notice is delivered. Delivery must include RCEA ATTN: Lou Jacobson.
- Provide for a waiver of any right of subrogation against RCEA to the extent permitted by law.
- Attain approval as to form and sufficiency by the Business Manager of RCEA, Lori Biondini.

The Contractor shall forward all insurance documents to, RCEA, Attn: Lori Biondini, Business Manager, 633 3rd Street, Eureka CA 95501.

c. Participant Eligibility

Verifying participant eligibility is the responsibility of RCEW.

d. Contractor Responsibilities

Participating Contractors will sign a VSC with RCEA. This manual and all associated materials are an extension of the VSC. It is the responsibility of the Contractor to deliver quality services in compliance with all program requirements. In addition, it is the responsibility of the Contractor to:

- Read and understand this manual;
 - Uphold a professional appearance and demeanor while on a job site;
 - Participate in the bid process with RCEW in a timely fashion;
 - Ensure that no "Double Dipping" occurs in conjunction with any energy efficiency measure;
 - Retrofit building systems as specified in the work order and in accordance with all program requirements, manuals, and all applicable laws and codes;
 - Hold the correct permits and licenses necessary to conduct business in the state of California, Humboldt County and any participating municipality;
 - Dispose of all materials in a safe manner in accordance with all state and federal regulations including the California Code of Regulations (CCR) Title 22, Division 4.5;
 - Work with RCEW to ensure the participant receives a high-quality building system upgrade in a timely manner while minimizing disturbance and;
 - Collect the non-incentive portion of the project cost from the participant and the incentive portion of the project cost from the program after all requirements have been met.
- ***Damage, Disposal and Recycling***

The Contractor shall proceed with work in a manner that allows the reuse of existing materials/infrastructure unless otherwise directed by the program. For example, the Contractor shall also proceed with work in a manner that allows the reuse of serviceable fixture lenses when retrofitting wrap fixtures.

a) Damage

- The Contractor shall document pre-existing damage to the materials listed above and report any such damage to the program and the participant.
- The Contractor shall reimburse the participant for the cost of any property damaged by the Contractor in the disassembly or construction phase.

- The Contractor shall remove all materials, equipment and debris immediately upon completion of the project or at the end of each workday (unless participant agrees to provide storage space).

b) Disposal of Fluorescent Lamps, Ballasts, Fixtures and Other Materials

The cost of the proper disposal of all materials shall be reflected in the final cost.

On-premise refuse containers shall not be used for disposal of any material whatsoever, without prior approval of the participant. While it is not mandatory, the Contractor is encouraged to recycle all system components (such as scrap metal, not for reuse) that are removed.

Removed lamps, ballasts, fixtures, and other materials and debris shall be recycled or disposed of off-site, in accordance with these standards: environmental health requirements and the California Code of Regulations for Universal Waste Management.

Contractors can recycle hazardous materials by appointment at the Humboldt Waste Management Authority station at 1059 West Hawthorne St, Eureka CA. Appointments must be made by calling 707-441-2005.

Upon request the Contractor shall be required to show proof certifying that all waste items removed for projects under this program are recycled in the proper fashion. Some materials, such as magnetic ballasts, must be permanently disabled to prevent reuse. Should the Contractor not be able to certify the proper disposal of all materials removed, the Contractor shall assume all responsibility and liability.

c) Hazardous Material Clean-Up

All surfaces and articles contaminated by hazardous materials in the course of this work shall be cleaned in accordance with all applicable laws, codes, and ordinances and be transported safely to the appropriate destruction/servicing facilities. The Contractor shall comply with the regulations for the management of hazardous waste as specified in the California Code of Regulations (CCR) Title 22, Division 4.5.

Permits, Codes and Certifications

RCEW policy requires that:

- The Contractor shall obtain all required permits and licenses for each project;
- All fees associated with the permits and licenses are the responsibility of the Contractor;
- The Contractor must conform to all applicable building and electrical codes, standards, and regulations, and shall meet the specified warranty standards;
 - The Contractor will comply with the prevailing National Electrical Code (NEC);
 - Work completed shall comply with requirements of the Uniform Building Code and the California Administrative Code, Title 24 and all applicable local building codes;
 - Defining and determining code violations is not the responsibility of the program.
- If, in order to perform any of the work included in this program, the Contractor or the Contractor employees and/or agents discover code violations, work shall not proceed, the Contractor shall bring the area in question back to the existing condition at no cost to the participant, and shall inform the participant and the program.
- The participant will remedy code violations at their expense; the instance that an observed electrical code violation has halted installation, the Contractor may negotiate with the participant, outside the scope of the program, to remedy the code violation;
- Incentives provided by the program cannot be applied to correcting code violations;

Probationary Period

Contractors new to the program shall be subject to a probationary period covering the first 10 completed installations to ensure quality of work performed. During the probationary period, RCEW will withhold 10 % of the project incentive portion to be used as retention.

Upon completion of the probationary period or whenever the Contractor is in good standing after the probationary period, RCEW will release 100% of the retention, unless there is an outstanding complaint or claim made against the Contractor. Payment will be made in full upon resolution of any complaints or claims and when the Contractor is considered in good standing.

Participant Claims

In the event that the participant has a claim against the Contractor, the participant shall state in writing, the date, time, exact location, persons involved, specific nature, amount of loss, and any other information relevant to the claim, and deliver the claim to the program administrator for consideration. RCEW shall investigate the claim and make a determination of the final disposition of the claim within thirty (30) days. If the Contractor is determined to be at fault, the Contractor shall remedy the claim at their cost. The Contractor shall abide by the program administrator's determination on any claim or be barred from further participation and forfeit any incentive payment due. Claims shall be remedied within five (5) normal business days unless the program gives approval for another time frame.

Suspension and Disqualification

The Contractor may be placed on probation, suspended or disqualified from participation in the program for the following reasons:

- Neglects to remedy a claim within a reasonable time;
- Repeatedly fails to comply with contractual requirements;
- Repeatedly denies work orders. If the Contractor refuses to install two projects within a ninety (90) day period, the program reserves the right to put their participation under review. Suspension from the program may result from continued refusal of work orders.

If suspended or placed on probation the Contractor must submit a written request to be reinstated once they remedy a claim. The program reserves the right to request additional documentation, for example, updated quality control documentation.

Should the Contractor be disqualified, the Contractor shall have to negotiate terms of reinstatement with the program administrator.

Non Energy Saving Measures

Program incentives shall not cover the costs associated with non-energy saving measures such as lighting fixture lenses, improvements to meet codes and standards and lighting design services.

Work performed by the Contractor that is not related to the program (the approved work order and any approved change order) is not considered part of this program and as such shall not be recognized as a responsibility to be dealt with in any manner using program staff or funding.

Eligible Efficiency Measures

Determining the eligibility of efficiency measures is the sole responsibility of RCEW.

Double Dipping

The Contractor may not receive incentives with any other energy efficiency program funded by California rate payers when incentives are being provided by RCEW.

An example is where a distributor provides the Contractor with discounted equipment based on a PG&E-sponsored rebate. Since this product already includes an incentive, a second incentive through RCEW would be a "double dip" in the incentive/rebate pool. This is not allowed.

Upon request of the program, the Contractor shall be obligated to provide evidence that no distributor or manufacture up-stream rebate was applied to any technologies used within the program.

It is within the program administrator's sole discretion to determine whether double dipping has occurred. Contractors will not be paid the incentive portion of a project should RCEW determine that double dipping occurred.

Warranty

All pertinent warranty information, including make, model and manufacturers' contact information of all installed equipment shall be delivered to the participant by the time of final acceptance.

Contractor warranty periods shall commence at the time of final acceptance. Warranty periods are as follows:

- Materials shall be covered for by the Contractor for a period of no less than one year after final acceptance.
- Labor shall be covered for a period of no less than one month after final acceptance.
- All materials installed shall meet or exceed minimum manufacturer warranty as stated in the RCEW product specifications document.

Communication

- The Contractor shall respond to program or participant information requests within two (2) business days.
 - Response form will be determined by the request. The response may be in the following forms but not be limited to: E-mail, hard copy, fax, voice.
 - Submit all project deliverables in a timely fashion.
 - Poor communication may result in probation, suspension and/or termination.
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3. PROGRAM PROCESSES

The following will outline critical processes used by RCEW to assign projects,

a. Sales Cycle

RCEW will perform most activities associated with the sales cycle. RCEW will market, assess, present and pre-qualify participants prior to sending Participating Contractors work orders.

Participating Contractors are encouraged to bring RCEW referrals as noted in the referrals section below.

b. Project Assignment

After the sales cycle is complete RCEW will send the work order to all Participating Contractors. RCEW requires a notice of intent to bid by the Participating Contractor. RCEW reserves the right to limit bidding where applicable or requested by the participant. In these cases, bidding will be opened on a first come basis to Participating Contractors.

In most cases, a pre-bid site walk and conference will be held. In the event that the project is of nominal size, bids without site visits may be requested. The selection of the winning bid will at the participant's final discretion. Exceptions include but are not limited to:

- Where the participant requests that RCEW select a bid; in this case RCEW will select the lowest responsible bidder.
- Public Works projects where the lowest responsible bidder is applicable or the Best Value Criteria as applicable to Public Resource Code 4217.10.

The Bid will initially be for project total cost. However, the Program will require costs to be broken down and itemized by equipment and labor to ensure the Program meets regulatory reporting requirements defined by Pacific Gas and Electric Company administering the program under the auspices of the California Public Utilities Commission. Itemized costs must be provided at the completion of the project.

c. Work Orders

The work order will include but not be limited to:

- a. An area by area scoping statement
- b. Engineer's cost estimation.
- c. Estimated project financials
- d. Requirement Program Documentation

Engineer's Cost Estimations will be based on internal project fiscal data. RCEW encourages but **does not require** contractors to provide feedback regarding RCEW's Engineer's Cost Estimations to contribute to the continual improvement processes used by the program.

RCEW encourages Participating Contractors to request more information prior to or immediately after the pre-bid site walk to ensure applicable information needed for a robust bid is provided.

d. Referral and Requests

All referrals and requests shall be honored 100% of the time assuming that the contractor can complete the project in a timely and professional manner. RCEW encourages participating Contractors to market our offerings to their clients. Referrals and requests will supersede the noted bid process.

Participating contractors can provide RCEW with a scope of work and identified existing conditions. RCEW will, in most situations, honor the participating contractor's scoping statement and provide an incentive quote along with program support as applicable.

e. Winning Bids

The Participating Contractor selected by the participant may choose to accept or refuse the work order. The winning bid will be incorporated into an updated work order. The updated work order will be presented to the winning Participating Contractor and Participant.

f. Project Process

The Participating Contractor will adhere to the following process unless other direction has been provided by the Program.

- The Contractor will accept the updated work order via email or other documented means within two (2) business days by countersigning and returning the “Customer Work Order and Contractor Work Agreement” form.
 - Per a request from the Program Project Manager, the Contractor shall provide all manufacturer and model numbers for proposed equipment prior to installation. The program will use this information to ensure the product is eligible for incentives.
 - The Contractor shall schedule an installation date with the participant and communicate that date with the project manager.
 - Should the scope of the project change while on the job, resulting in a cost increase greater than \$100.00, the Contractor shall notify the participant and the project manager and issue a change order request (discussed in further detail in Chapter 4).
 - The project manager shall review, accept, or reject the change order request (e-mail or phone conversations are acceptable).
 - Should the change order be accepted, the project manager will have the participant and Contractor sign and date the Program change order acceptance form.
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- The Contractor shall complete the agreed upon project, as defined by the work order within forty five (45) days of executing the contract. If this is not a possibility, the Contractor will work with the program and the participant to address scheduling.
 - The Contractor will provide the participant with warranty documentation for all equipment installed. The Contractor shall also provide the project manager with a copy of the applicable warranty information.
 - The Contractor shall sign and garner the participant’s signature on the project acceptance certificate.
 - The Contractor shall submit to RCEW and to the participant, all required documents listed as deliverables in Chapter 4.
 - Upon request from RCEW, the Contractor will provide evidence to certify that no double dipping has occurred for technologies incentivized and installed within this contract and the identified program.
 - Upon receipt of all required documents, RCEW shall conduct random project inspections to verify installations. Up to 100% of all Contractor projects may be inspected.
 - For projects not passing site inspection, RCEW will issue a punch-list identifying the causes, areas, and actions needed to close the punch-list. The Contractor must remedy the problem within 10 days of notice of a quality control failure. Should the rectification process delay past ten (10) days, notice of cause shall be required. If the Contractor does not adhere to this policy, disciplinary action may include suspension and/or disqualification from the program.

g. Deliverables

The following describes necessary deliverables to both RCEW and the participant.

• *Deliverables to Program*

The Contractor shall provide to the program:

- A signed customer work order and contractor work agreement form prior to commencing work;
- Status reports on jobs such as installations scheduled, installations in process, change orders, and punch lists upon program or participant request;
- Detailed list of change orders, including quantities, new retrofit recommendations, reasons for the changes, and existing lighting system, with schedule of operation (e.g. when adding a lighting project);
- Specification sheets for any special equipment as requested by RCEW;
- Written evidence of resolution of claims, callbacks, corrections or quality control deficiencies;
- A completed project completion and participant acceptance certificate upon completion of identified scope of work including all governing change orders;
- A final equipment list documenting the project as built, including manufacturer, model number, and final quantities of each piece of equipment installed;
- Warranty information for all equipment installed;
- An invoice to the program not to exceed the dollar amount noted as the participant's final incentive.
- A copy of an invoice to the participant that does not exceed the total agreed upon cost less the incentive, referred to as the net cost.

Deliverables to the Participant

The following will be delivered to participant:

- A final equipment list documenting the project as built, including manufacturer, model number, and final quantities of each piece of equipment installed;
- Warranty information for all equipment installed including information and forms necessary for making warranty requests for all equipment installed and that the participant pre-register for warranties where applicable;
- User manuals for all applicable equipment installed (e.g. occupancy sensors, exit signs, controls, special ballasts, fixtures...);
- An Contractor invoice not to exceed the dollar amount noted as the participant's final net cost.

h. Final Acceptance

A project will not be considered complete until all project steps are completed, including quality control inspections, punch list items, and the submittal of all program required deliverables.

i. Invoicing

The participant shall be invoiced for the project net cost. RCEW shall be invoiced for the incentive portion of the project. Both invoices should reflect the dollar amounts agreed upon by the participant, program and participating Contractor prior to project acceptance. These dollar amounts are payable to the Contractor upon receipt of all required documents and the final quality control inspection.

In the

a. Invoicing RCEW

- The program will issue a check issuance calendar.
- RCEW will mail or otherwise make available the amount of the invoice to the Contractor.
- The participating Contractor invoices to RCEW shall be generated on the basis of the participant's report and work order, or any and all associated change orders approved by the program. Except during the Contractor probationary period where 10% of payment is withheld.

- The Contractor understands that regardless of their invoice date and/or a determination of “substantial completion,” RCEW will not pay on the invoice until the following project deliverables are submitted:
 - Completion certificate populated by both the participant and the Contractor;
 - Change order documentation where applicable;
 - Materials installed and as built report;
 - Invoice to be delivered to participant;
 - Others as requested.
- Invoices shall note audit and/or service request number.
- Invoices shall be submitted to RCEW (ATTN: project manager) within one week of final project acceptance.

b. Invoicing the Participant

- The Contractor shall invoice the participant for the total cost of the project less the instant incentive as noted on the project work order.
 - All change orders supersede any agreed amount noted in original work order.
 - The Contractor understands that the participant may be advised not to pay for the project until all punch list items have been completed regardless of “substantial completion.”
- The amount of the participant invoice may not exceed the total project cost as specified in the participant work order and contractor work agreement, less the project incentive to be paid by RCEW.
- The Contractor shall be responsible for collecting the remaining payment from the participant.

4. SERVICE STANDARDS

The following standards are designed to state expectations relating to work performed.

a. Interpretation of Work Orders and Assessments

The Contractor is responsible for reading and fully understanding the work order to verify what type of equipment is to be installed. Clarifications are to be made during the pre-bid site walk. Any questions regarding the assessment, work order, or equipment to be installed, or any proposed changes to the same, shall be forwarded to the program before proceeding after the bid has been awarded. Proposed changes reducing or adding more than \$100 to the original estimate must be approved in writing by the participant, Contractor and RCEW through the change order process before proceeding.

• Existing Conditions

The program will assess, document and report existing conditions in the initial work order. Existing conditions are to be confirmed during the pre-bid site walk.

- Prior to starting the project, the Contractor will note and report to the program in writing all defective retrofit components, including but not limited to electrical and safety defects, as well as code violations and aesthetic defects (e.g., missing or damaged lenses).
- If the Contractor identifies a code violation during the pre-bid site walk, the efficiency retrofit shall not proceed until the code violation is corrected.

Proposed Conditions

The program will provide proposed conditions as a part of the work order.

- If a proposed efficiency measure leads to a situation where the technology cannot be retrofitted, replaced or handled without damaging it, or for any other reason, the retrofit is not deemed viable. The Contractor shall leave the existing conditions as is and notify the participant and the program to reassess retrofit options, and to issue a change order, if necessary (see section below on change orders).
- The Contractor shall be responsible to replace, at their expense, any fixture, which has been damaged during the retrofit.
- The Contractor, under no circumstances, shall deviate from the accepted work order and associated proposed conditions unless first approved by RCEW and the participant through the change order process.
- Any liability resulting from an unauthorized deviation from the finalized work order will be solely the Contractor responsibility.

Costing

The program will provide an engineer's cost quote with all work orders. The engineer's cost quote will use:

- A "fair market" material cost
- Labor estimates based on historic information adjusted for inflation,
- Disposal costs
- Access adders, height adders and of-hour work periods such as evening, weekend and holiday hours.
- Lift awards above 20 feet and,
- Prevailing Wage as applicable to Public Works Jobs

Change Orders and Out of Scope Work Modification

After the contract has been awarded the Contractor shall not deviate from the work defined in the work order without advance written approval from the participant and the program.

It is the responsibility of the Contractor to identify any discrepancies in fixture quantities and any issues affecting retrofit viability prior to or during construction of each space, and to notify the program in writing of any proposed changes in scope. It is also the responsibility of the Contractor to notify the participant of any proposed changes to the scope, and to get their signed approval on the change order provided to the Contractor by the program, with the exception of any change orders initiated by the program.

Work performed by the Contractor that is not related to the program (the approved participant report and associated work order and any approved change order) is not considered part of this program and as such shall not be recognized as a responsibility to be dealt with in any manner using program staff or funding. Any additional and related efficiency work shall be approved by the program and added to the participant report and work order through the change order process.

Materials

The Contractor is responsible for selecting, procuring, and installing equipment that meets RCEW's minimum equipment specifications. Should the Contractor have any questions in regards to whether specific equipment meets specifications, the Contractor should forward questions to the program before purchase

In addition, the equipment and materials shall:

- Be new and free from defects;
- Be properly handled, stored, and protected to prevent damage before and during installation, in accordance with the manufacturers' recommendations.

The Contractor shall maintain accurate and current records of materials installed and submit a final as-built report.

b. Participant Service

• Response Time

In the case that the program or participant has questions, the Contractor is required to respond in a timely fashion. Responses to inquiries shall be given within two (2) business days. A response does not necessarily mean an answer will be given, but that person-to-person communication shall be attempted. If the information needed is not available on short notice, the parties shall agree upon a reasonable time when a full response is to be expected. If information is available on short notice, it shall be delivered by a mutually agreed upon method (telephone call, voice mail, e-mail, fax, etc.).

c. Scheduling

The Contractor is responsible for scheduling the installation with the participant. In some circumstances, the work schedule may have to be adjusted to perform the installation after normal business hours to avoid disruption to the participant's business. Normal business hours are from 8:00 AM to 5:00PM., Monday through Friday, excluding holidays. There shall be no extra charges for installations performed during normal business hours or after normal business hours if scheduled for the Contractor convenience.

Installations that are to be performed after normal business hours at the participant's convenience shall be subject to an extra charge at the option of the Contractor. The Contractor shall verify with the participant the working hours for the installation and any extra charges before installation. Any extra charges for working after normal business hours apply to the participant contract only and no additional incentives shall be applied.

Attire

The attire and general appearance of the Contractor and crew shall be neat and clean. No clothing with suggestive or provocative pictures or words, are to be worn by installation staff. At the beginning of the work period the Contractor attire shall be clean and in good repair. Attire shall also be appropriate to perform the assigned tasks safely.

Contractor and Crew Behavior

The program expects that the Contractor, the Contractor employees and agents will maintain civil behavior on the work site. Please behave respectfully to all when working. Additionally, please do not behave in any manner that is offensive to the participant, this includes but is not limited to, the use of loud or foul language, smoking, the use of illegal drugs, and suggestive or provocative gestures.

Clean-Up

The Contractor shall:

- Protect people and property from damage and debris at all times during the construction process;
- Clean and restore work areas to their initial condition at the end of each work period;
- Keep the work area clean;
- Keep access to all areas of each building clear;
- Move and replace furniture, files, machines, and equipment during construction;
- Minimize interference to occupants;
- Interrupt building services only after attaining the participant's approval,
- Repair, at their own expense, damage to buildings and equipment caused by work done under this program.

Call-Backs

Should the participant need to call back the Contractor for any issue regarding the installation under this program (e.g., warranty), the participant shall contact the Contractor with specific details for the call back.

The Contractor shall contact the participant by the procedures given in the "response time" section of this document and resolve the call back issue within ten (10) business days unless the problem interrupts the participant's normal business operations (in the case of non-residential projects) or presents a health and safety threat, in which case the correction shall be made immediately.

Complaints

Any issues between the Contractor and the participant that cannot be resolved between them shall be presented to the program in written form for resolution. Should the resolution presented by the program be unacceptable the Contractor may choose not to continue participation in the program. If the complaint is not resolved prior to the termination of the VSC, incentives will be forfeited by the Contractor.

In the event that the participant has a claim against the Contractor, the participant shall state in writing the date, time, exact location, persons involved, specific nature and amount of loss, any other information relevant to the claim, and deliver the claim to the program for consideration. The program shall investigate the claim and make a determination of the final disposition of the claim within thirty (30) days. If the Contractor is determined to be at fault, the Contractor shall remedy the claim at their cost.

The Contractor shall abide by the program's decision on any claim or be disqualified from further participation in the program and forfeit any incentive payment due under the program.

d. Installation

The Contractor will complete the installation in a timely manner. This means that an installation shall not be done piecemeal. Once an installation has begun, the Contractor is required to be on site every day during normal business hours (or at a time pre-arranged with the participant) for the full work period until the installation is complete.

- The Contractor shall have all required materials in stock prior to beginning installation.
- The Contractor shall give the participant an estimate of the date the installation will be completed and shall inform the participant if the installation appears to be taking longer than the original estimate.
- Corrections as identified during final acceptance or as a result of the quality control process (discussed in Chapter 5) shall be performed within ten (10) business days unless the problem interrupts the participant's normal business operations (in the case of non-residential projects) or presents a health and safety threat, in which case the correction shall be made immediately.
 - Exceptions to this rule shall be granted by the program in circumstances beyond the control of the Contractor (e.g. unforeseen existing conditions, material backorders, etc).
- The Contractor shall notify the program (verbally or in writing) that the installation will or may violate this provision.

The Contractor shall:

- Install materials in accordance with manufacturer's requirements;
- Conform to all Federal, State, County, City and/or Coastal Commission permitting and code requirements;
- Ensure all applicable permits have been pulled and finalized;
- Be solely responsible for damage or cleaning costs caused by installation;
- Provide all labor, materials, tools, equipment, and services required to complete the project as specified;

- Be responsible for the cost of all items required for a complete and operating system;
- Cover merchandise, food and dry goods, furniture, equipment and all other participant property to protect against damage, dust and dirt during installations;
- Protect surrounding areas against smudges and dirt;
- Request the inclusion of adders should a measure or group of measures require additional effort or costs;
- Install no materials if:
 - Materials are not compatible with existing components.
 - Installation of materials violates equipment warranty.
 - Installation is not to code or industry standard.

e. Safety

The Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations.

All services performed by the Contractor must be in accordance with these laws, ordinances, codes and regulations. The Contractor shall release, defend, indemnify and hold harmless PG&E, RCEA, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this contract, the Contractor shall immediately notify the program by telephone. The Contractor shall also promptly submit a written report in such form as the program may require. This report shall include the following information:

- 1) Name and address of the injured or deceased person(s);
- 2) Name and address of Contractor subcontractor, if any;
- 3) Name and address of Contractor liability insurance carrier;
- 4) A detailed description of the accident.

If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this contract, the Contractor shall immediately notify the appropriate public safety service (police, fire rescue, or emergency medical services) and the program.

The Contractor shall not store hazardous materials or hazardous waste without proper permits.

- **Asbestos**

Asbestos abatement is not included as part of these standards. No work shall be performed in any area where there is a known or suspected asbestos hazard. If, in order to perform any of the work included in this program, the Contractor or their agents and/or employees must work in an area where they may be exposed to asbestos, this work shall not proceed and the Contractor shall inform RCEA.

5. QUALITY CONTROL

RCEW requires on-going quality control to ensure that each project has been designed and installed properly and documented accurately. This is necessary to ensure that quality work is guaranteed and that well documented energy savings are realized.

a. Inspections

For a proper inspection of the physical installation, the project manager shall use a checklist and project file that includes the initial survey that documents the existing and proposed conditions as well as all paperwork submitted by the Contractor.

Once on-site, the project manager shall complete the checklist and ensure that all contractually agreed upon efficiency measures were completed according to the reported existing and proposed conditions. The inspecting project manager shall also note and confirm:

- The quantity of each efficiency measure configuration;
- The make and model of equipment used in the inspected efficiency measures;
- Applicable measurements taken in a consistent manner with what has been documented in the initial survey;
- Quality workmanship of installation;
- A brief interview with the participant to confirm that the premises were kept clean and the level of professionalism of said Contractor was to the program's desired level;
- A brief review of findings as compared to the initial survey, work order, change order, and final invoice.

If access to certain areas of the facility is limited, the inspecting project manager may make reasonable estimates likely to be found in that area. At least 25% of each efficiency measure type and configuration will be verified. If while conducting the review damage is done at the participant facility, the inspecting project manager should bring the damage to the facility contact's attention and make arrangements for the damage to be repaired at the program's expense. Details of the on-site review should be recorded and included in the project file.

During the post-install site inspection, the inspecting project manager will record any corrections to the installation that need to be made by the Contractor.

b. Punch-Lists

In the event that there is a discrepancy between the signed work order and the actual installation, the project manager shall use discretion in determining whether the Contractor must correct the problem. In some cases, if the participant has no preference, the project manager can issue a change order revising the original specifications to reflect the final installation.

If, during the post-installation inspection, the program finds discrepancies between the work performed and the participant report and work order, installation standards and/or equipment specifications, the Contractor will be responsible, at the Contractor's expense, for bringing the installation into conformance before the incentive will be paid. Future incentives on other projects may be withheld until the installation in question is brought into conformance. Installation corrections, identified by the program as a "punch list," as noted during final acceptance or the post-installation inspection shall be performed within ten (10) business days. If the Contractor cannot undertake corrective actions within ten (10) business days, the Contractor shall deliver, in writing, reasons for the delay.

Contractors found to be consistently unable to install projects according to specifications or who are delinquent in completing projects or correcting punch lists shall be subject to a probationary period separate and unique from that discussed in Chapter 1. The program shall notify the Contractor in writing if it is determined that the Contractor shall be placed on probation. The program shall not release invoices on any project during this probationary period pending correction to the projects in question. In addition, the program may reserve the right to withhold 10% retention on all future incentive payments until the Contractor has shown just cause to be removed from program probation, successfully completed its contract, or terminated its contract with the program. When the Contractor returns to good standing, the program will release the 10% retention.

6. DEFINITIONS

- **Background checks:** At minimum, a search using federal, state and municipal databases to determine if an individual has been convicted of a felony or misdemeanor for any of the following crimes: arson, assault, battery, burglary, DUI, domestic violence, larceny, manslaughter, murder, theft, sexual crimes, multiple misdemeanors or felony drug convictions and any crimes against children.
- **Business Day:** The period from one midnight to the following midnight, *excluding* Saturdays, Sundays and holidays.
- **Calendar Day:** The period from one midnight to the following midnight, *including* Saturdays, Sundays and holidays.
- **Change Order:** Work that is either added to or deleted from the original scope of work of a contract. The program requires a minimum \$100.00 change in total cost to trigger a change order.
- **Double Dipping:** Accessing multiple California ratepayer rebate/incentive programs for the same installation.
- **Contractor:** An individual or business who possesses the appropriate certificates to perform installation services, including removal of inefficient equipment and/or installation of specified energy efficiency measures.
- **Demand (kW) Savings:** The amount of connected load (kW) saved, from the application of more efficient equipment.
- **Discount:** Portion of incentive funds that subsidize overall costs to the participant and are paid directly to the Contractor.
- **Disqualification:** An event where the program decides that an Contractor is no longer eligible to participate in the program.
- **Energy Savings:** The amount of energy (kWh) saved from the application of more efficient equipment. Energy savings are determined, and incentive payments made, only for savings directly related to the measure being evaluated. Interactive effects are not included.
- **Incentives:** Funds that are provided by RCEW to help offset the cost of implementing energy efficiency measures.
- **Contractor:** A C10 or B-General contractor who is under contract with RCEW to conduct installations services for RCEW.
- **Invoice Payment:** The sum of total incentives approved by the program through the Work Order Agreement and any program approved Change Orders.
- **Energy Efficiency Measures:** All measures eligible for the incentives dollars through RCEW.
- **Participant:** A residential or non-residential PG&E customer, located in the County of Humboldt.
- **Participant Site:** Any contiguous or adjacent property owned or occupied by the Pacific Gas and Electric Company customer of record who is listed as the participant on the Work Order.
- **Probation:** Occurs after an Contractor is reinstated from suspension or when a new Contractor is contracted with. The program will monitor the actions and installations with more detail. The program reserves the right to request additional documentation where appropriate.
- **Program:** RCEW administered by RCEA.
- **Project:** The installation of energy efficient measures at a Participant Site.
- **Punch List:** The delivery of a "to-do" list to the Contractor from the program that itemizes un-completed contract items that will need to be addressed to prior to payment.
- **Suspension:** The Contractor is removed from the assignment queue until a written request to be reinstated is delivered to the program administrator. Should the Contractor be reinstated to the queue they will be considered on probation until otherwise determined.

ATTACHMENT 1: SPECIFICATIONS

The energy efficiency products used must meet the eligibility requirements of the applicable statewide and/or national qualified products list. For example: LED products must be listed on California's Statewide Qualified LED Product List. This requirement is made part of the VSC and will follow the general terms of the said contract and associated program manual.

Please refer to the warranties section of the main body of this manual for the program's labor and equipment warranty requirements. Exceptions to this warranty clause are noted below. Equipment cut sheets may be required upon request.

Should the Contractor install equipment that does not meet the program's specifications the Contractor shall be responsible for all costs associated with meeting the program's specifications. Should the installation not be upgraded to meet program specifications the incentive will be withheld and the Contractor may face disciplinary actions.

The Program will make it's self readily available to confirm product availability on request by the Contractor.

**ATTACHMENT 2: BACKGROUND INVESTIGATION COMPLIANCE
CERTIFICATE**

CUSTOMER ENERGY SOLUTIONS (CES Services)
Updated 09/01/12 J6GC/ACL8

General Conditions

COMPLIANCE CERTIFICATE

**Background Investigation Policy
Compliance Certificate**

The undersigned, the _____ (title/position) of _____
(Contractor) hereby certifies to PG&E and Implementer as follows:

1. Contractor has an effective background investigation policy which checks an employee's criminal history as specified in the Contractor Participation Contract.
2. I am the person with the authority and responsibility for implementing and administering the background investigation check on each employee.
3. Each Contractor employee that may perform any work on the property of a PG&E customer has undergone Contractor's background investigation check.
4. The results of the background investigation check indicates that the following employees have not been convicted of any misdemeanors or felonies in the past 7 years as defined in Section 1.a of the Exhibit 8, Background Check:

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate
on _____.

Signature

Printed Name

Date

ATTACHMENT 3: NON_DISCLOSURE AND USE OF INFORMATION AGREEMENT

NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT ("NDA")

THIS AGREEMENT is by and between _____ ("Company"), _____ ("Undersigned") authorized employee of Company (together, Company and Undersigned are referred to as the "Recipient"), and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") on the date set forth below.

Undersigned and Company agree as follows:

1. The Recipient acknowledges that in the course of performing services or work for PG&E, the Recipient will be given access to certain Confidential Information, which includes (a) the Customer's account information and information relating to their facilities, equipment, processes, products, specifications, designs, records, data, software programs, Customer identities, marketing plans or manufacturing processes or products, (b) any technical, commercial, financial, or Customer information of PG&E obtained by Contractor in connection with this Contract, either during the Term or prior to the Term but in contemplation that Contractor might be providing the Work or services, including, but not limited to a Customer's energy usage and billing data, data, matters and practices concerning technology, ratemaking, personnel, business, marketing or manufacturing processes or products, which may be information owned by PG&E or by a third party and which may be in the custody of PG&E or third party and which constitutes valuable confidential and proprietary information and or trade secrets belonging to PG&E, and/or third parties, (c) any such confidential information of any third party disclosing such confidential information to PG&E or Contractor in the course of such third party's employment, engagement, business, or other relationship with PG&E or its parent, subsidiary, or affiliated companies and (d) PG&E Data as defined in Exhibit B, Confidentiality and Data Security (collectively, "Confidential Information").
2. In consideration of being made privy to such Confidential Information, and of the contracting for the Recipient's professional services by PG&E, the Recipient hereby shall hold the same in strict confidence, and not disclose it, or otherwise make it available, to any person or third party (including but not limited to any affiliate of PG&E that produces energy or energy-related products or services) as consistent with applicable state law, without the prior written consent of PG&E. The Recipient agrees that all such Confidential Information:
 - a. Shall be used only for the purpose of providing Work or services for PG&E; and
 - b. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically authorized and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
 - c. Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by Undersigned there from, be returned to PG&E when no longer needed for the performance of Undersigned's Work or services for PG&E.
3. The Recipient hereby agrees that any third parties owning any Confidential Information are express third party beneficiaries of this Agreement.
4. The Recipient hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement by the Recipient or any of its representatives and (b) any breach causes PG&E irreparable harm, that for any violation or threatened violation of any provision of this Agreement, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.
5. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles.

UNDERSIGNED

By: _____
Name: _____
Title: _____
Company _____
Date: _____

CONTRACTOR

Company Name: _____
Authorized Agent: _____
Name: _____
Title: _____
Date: _____
