



**REDWOOD COAST ENERGY WATCH DIRECT
INSTALL
PROGRAM MANUAL**

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1. INTRODUCTION

PG&E has partnered with local governments across their territory to implement the Energy Watch programs (https://www.pge.com/en_US/business/save-energy-money/contractors-and-programs/community-partnerships/community-partners.page). The Redwood Coast Energy Authority (RCEA) implements the Redwood Coast Energy Watch program in Humboldt County. The program is funded by California ratepayers and administered by PG&E under the auspices of the California Public Utilities Commission (CPUC). Through Energy Watch, RCEA facilitates energy evaluations and retrofit projects with local governments, nonprofit organizations, special districts, small to medium sized businesses and residents by providing a suite of community facing services including but not limited to:

- No and low-cost energy evaluations and consultations,
- Project support assistance,
- Financial incentives to offset installation costs and,
- 0% on-bill financing for eligible projects.

RCEA is trade professional ready through our outside contractor pathway. Any Installer can access our incentives and support at no-cost to their customer at any-time by reaching out to our team.

Agreeing to the Direct Install processes, standards, policies and conditions will make the Installer eligible for additional program benefits which include but are not limited to:

- Draft scopes of work and associated energy efficiency recommendations,
- Project cost estimates, and
- Opportunities to provide project quotes to participating ratepayers.

RCEA is also interested in retaining energy assessment support services. Contact our office or see RCEA RFQ 16-001 on our website for additional information.

RCEA 2018 program goals include:

- Offset at minimum, 220 kW,
- Reduce kWh consumption by no less than 1.3 million kWh and,
- Disburse incentives that exceed \$460,000 but do not to exceed \$800,000.

The following manual presents program processes, standards, policies and conditions. RCEA welcomes requests for additional information.

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2. PROGRAM TERM AND UPDATES

The manual will begin March 2018 and end on December 31, 2018. RCEA may extend the term of this manual by giving written notice.

Program updates and alterations may be necessary from time to time to remain in compliance with our Energy Watch contract and reporting obligations to PG&E and the CPUC. RCEA will notify the Installers in the event the program is altered and the alteration impacts this manual. RCEA will handle changes to the Energy Watch program and this manual with caution as to minimize the impact to any committed project.

3. PROGRAM PROCESSES

A. Sales Cycle

RCEA will perform most activities associated with the sales cycle. The program will market the program, pre-qualify participating ratepayers, evaluate energy efficiency opportunities, and present draft solutions.

B. Draft Project Scopes

The draft project scope will be prepared by RCEA and will include but not be limited to:

- Area by area energy saving recommendations,
- A project cost estimate,
- Estimated project financials and,
- Required program documentation.

Cost estimates will be based on internal historic project data, current market retail costs for materials and estimated/averaged labor costs. RCEA encourages but does not require Installers to provide feedback regarding project cost estimates to contribute to the continual improvement of processes.

C. Project Assignment

RCEA will notify the Installers after the ratepayer has expressed a desire to move forward with the identified project. RCEA will send the draft project scope to all Installers for an opportunity to provide a project quote to the participating ratepayer. RCEA reserves the right to limit the solicitation of quotes where applicable or requested by the participating ratepayer.

In most cases, a site walk and conference will be held prior the solicitation of quotes. If the project is of nominal size, project quotes without site visits may be requested.

The selection of the winning quote will be at the ratepayer's discretion. Exceptions include but are not limited to:

- Where the participating ratepayer requests that RCEA select a winning quote, we will select the lowest cost submission that meets the minimum product specifications necessary to be eligible for incentives and services, or
- When a different process is mandated by state law for the specific situation.

The project will be assigned based on project total cost. However, costs must be broken down and itemized by equipment and labor to ensure RCEA can meet regulatory reporting requirements. Itemized costs must be provided no later than at the completion of the project.

The Installer selected by the participating ratepayer may choose to accept or reject the project. After the project is accepted, RCEA will incorporate the quote into an updated final project scope.

D. Referral and Requests

All Installer referrals and requests shall be honored 100% of the time. RCEA encourages Installers to market our offerings to their clients. Referrals and requests will supersede the described project assignment process unless otherwise required by state law.

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

E. Project Process

The Installer will follow this project process, where possible and/or unless other direction has been provided.

- The Installer will accept the final work order via email or other documented means within two (2) business days by countersigning and returning the "Customer Work Order and Installer Work Agreement" form.
- RCEA will designate a manager to oversee each project ("Project Manager").
- Upon request from the Project Manager, the Installer will 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 and/or for program reporting purposes.
- The Installer will schedule an installation date with the ratepayer and communicate that date to the Project Manager.
- Should the scope of the project change resulting in a cost increase greater than \$100.00, the Installer shall notify the ratepayer and the Project Manager and issue a Change Order request.
- The ratepayer and the Project Manager will 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 ratepayer and Installer sign and date the Change Order.
- The Installer will complete the project, as defined by the work order, within forty five (45) days of executing a contract with the ratepayer, unless unforeseen reasons prevent the completion of the project.
- 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 Installer will leave the existing conditions as is and notify the participating ratepayer and the Program Manager to reassess retrofit options, and to issue a Change Order, if necessary.

- The Installer will provide the ratepayer with warranty documentation for all equipment installed. The Installer shall also provide the Project Manager with a copy of the applicable warranty information.
- Upon request from RCEA, the Installer will provide evidence to certify that no Double Dipping has occurred for technologies incentivized and installed.
- Upon receipt of all required documents, RCEA will conduct random project inspections to verify installations. Up to 100% of all Installer projects may be inspected.
- For projects not passing site inspection, RCEA will issue a Punch-List identifying the causes, areas, and actions needed to close the Punch List.
- The Installer will sign and obtain the ratepayer's signature on the project completion certificate.
- The contractor will invoice RCEA for the incentive portion of the project where the incentive was assigned to the Installer by the ratepayer.
- As applicable, the Installer shall submit to RCEA all additionally required documents listed as deliverables.
- The project will be certified complete by the program, and eligible for rebate processing, only after the Project Manager certifies that the project was built as specified and all associated documentation has been completed and submitted.

F. Change Orders and Out of Scope Work Modification

A written, approved and fully executed Change Order is required for all changes in the scope of work that equal \$100 or more. It is the responsibility of the Installer to identify and report any discrepancies in fixture quantities and any issues affecting retrofit viability prior to or during construction of each space. The Installer will notify the program in writing of any proposed changes in scope and the costs associated with the changes. The program will evaluate the requested changes to the scope and present them to the ratepayer for approval.

Work performed by the Installer that is not related to the program (the approved participating ratepayer report, associated work order, and any approved Change Order) is not considered part of this program and as such will 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 Manager and added to the ratepayer report and work order through the Change Order process.

G. Inspections

An inspection will be conducted after the Installer and ratepayer accept the project as completed and final. The Installer will provide the following to initiate the inspection process:

- Written notification that the project is complete,
- Change Order documentation where applicable,
- A copy of the invoice to be given to the participating Ratepayer,
- Final materials used,
- Completion certificate completed by both the participating ratepayer and the Installer,

The Project Manager may elect to inspect or waive the inspection. In the case where the Project Manager elects to inspect, the Project Manager will use a checklist and project file that includes the initial survey that documents the existing and proposed conditions, any subsequent and approved Change Orders as well as all paperwork submitted by the Installer.

Once on-site, the Project Manager will 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 will also note and confirm:

- The make and model of equipment used,
- Quality workmanship of installation,
- A brief interview with the participating ratepayer to confirm that the premises were kept clean and that the Installer displayed the Program's desired level of professionalism,
- A review of findings as compared to the initial survey, work order, Change Order, and final invoice.

During the post-install site inspection, the Project Manager will record any corrections to the installation that need to be made by the Installer.

H. Punch Lists

If the inspection identifies a discrepancy between the signed work order and the actual installation, the Project Manager will use discretion in determining whether the Installer must correct the problem. In some cases, if the ratepayer has no preference, the Project Manager can issue a change order revising the original specifications to reflect the final installation.

Installation corrections, identified by the program as a "Punch List," as noted during the post-installation inspection shall be performed within ten (10) business days. If the Installer is unable to undertake corrective actions within ten (10) business days, the Installer shall deliver, in writing, reasons for the delay.

I. Project Completion

The project will be deemed complete and ready for program invoicing after:

- All Punch List items have been corrected,
- All program documents have been submitted. Note that in the event of a scope change associated with a Punch List, material lists and customer invoices will need to be resubmitted,
- The Project Manager certifies that the project is complete and ready for invoicing.

J. Invoicing

The Installer shall invoice the ratepayer for the project net cost and RCEA for the incentive portion of the project. The Installer will provide a copy of the ratepayer invoice for RCEA's reporting purposes. Both invoices should reflect the dollar amounts agreed upon by the ratepayer and Installer. Incentive dollars are payable to the Installer within 30 days after the Project Manager has certified the project as complete.

i. Invoicing RCEA

- The participating Installer's invoices to RCEA shall be generated on the basis of the participating ratepayer's report and work order, or any and all associated Change Orders approved by the ratepayer

- Invoices shall be submitted to RCEA (ATTN: Project Manager) within one week of final Project Completion.
- RCEA will make the payment to the Installer within 30 days of Project Completion as determined by the program. The Installer understands that regardless of their invoice date, RCEA will not pay on the invoice until the following are submitted and all program standards, policies and conditions have been met:
- RCEA will mail or otherwise make available the amount of the invoice to the Installer.
- Invoices shall note audit and/or service request number.
- All projects associated with incentive payments exceeding \$10,000 will be verified by RCEA and PG&E.
- The Program reserves the right to hold any incentive payment until PG&E verifies the project as complete and ready to invoice.

ii. Invoicing the Ratepayer

- The Installer shall invoice the participating ratepayer for the total agreed upon cost of the project less the incentive (“Net Cost”) as noted on the project work order and subsequent Change Orders. The Installer understands that the ratepayer may not pay for the project until all Punch List items have been completed.
- The invoice to the Ratepayer must include labor and material costs as separate line items.
- The installer shall be responsible for collecting the remaining payment from the participating ratepayer.

K. Call Backs

Should the ratepayer need to call back the Installer for any issue regarding the installation under this program (e.g., warranty), the ratepayer and/or Project Manager will contact the Installer with specific details.

The Installer will contact the participating ratepayer by the procedures given in section 4.C, *Communication*, of this document and resolve the call back issue within ten (10) business days unless the problem interrupts the participating ratepayer’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.

L. Complaints

Any issues between the Installer and the ratepayer that cannot be resolved between them shall be presented to the Program Manager in written form for resolution. Should the resolution presented by the Program Manager be unacceptable, the Installer may choose not to continue participation in the program. Installer shall agree to comply with the Program Manager’s decision on any claim or will be disqualified from further participation in the program and may forfeit any incentive payment due under the program.

M. Safety

The Installer will observe and comply with all applicable laws, ordinances, codes and regulations 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 Installer must be in accordance with these laws, ordinances, codes and regulations.

4. STANDARDS

A. Project Cost Estimates

The program will provide an estimated project cost quote with all work orders. The quote will use but not be limited to the following factors:

- Estimated material costs,
- Estimated labor costs,
- Estimated disposal costs,
- Access adders, height adders and off-hour work periods such as evening, weekend and holiday hours,
- Lift awards for work above 20 feet and,
- Prevailing Wage.

B. Product 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.

The Program will make its self readily available to support the selection of eligible product on the request of the Installer to ensure product is eligible.

Should the Installer install equipment that does not meet the program's specifications, the Installer 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 until the upgrade is completed with eligible products.

C. Communication

In the case that the program or ratepayer has questions, the Installer 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.).

D. Scheduling

The Installer is responsible for scheduling the installation with the ratepayer.

E. Installation

The Installer will complete the installation in a timely manner. Once an installation has begun, the Installer shall be to be on site every day during normal business hours (or at a time pre-arranged with the participating ratepayer) and diligently complete the work until the installation is complete.

In addition, the Installer will:

- Install materials in accordance with manufacturer requirements,
- Conform to all Federal, State, and local permitting and code requirements,
- Ensure all applicable permits have been obtained,
- Be solely responsible for damage and/or cleaning costs associated with work performed,
- 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 participating ratepayer property to protect against damage, dust and dirt during installations,
- Protect surrounding areas against smudges and dirt,

F. Clean-Up

The Installer will:

- 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 obtaining the participating ratepayer's approval.

G. Deliverables

The following describes standard deliverables to be provided to RCEA and to the ratepayer.

i. Deliverables to RCEA

- A signed Customer Work Order and Installer Work Agreement,
- Status reports on jobs such as installations scheduled, installations in process, Change Orders, and Punch Lists as requested by the program or ratepayer during the project,
- If applicable, detailed 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 RCEA,
- Written evidence of resolution of claims, callbacks, corrections or quality control deficiencies,
- A populated Project Completion and participating ratepayer acceptance certificate upon completion of the final scope of work,
- 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 ratepayer's final incentive,
- A copy of a Net Cost invoice delivered to the ratepayer.

ii. Deliverables to the Ratepayer

- 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 participating ratepayer pre-register for warranties where applicable.
- User manuals for all applicable equipment installed (e.g. occupancy sensors, exit signs, controls, special ballasts, fixtures etc.,
- A Net Cost invoice.

5. PROGRAM POLICIES

A. Participating Ratepayer Eligibility

Verifying participating ratepayer eligibility is the responsibility of RCEA.

B. Certification of Project Completion

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

C. Recycling and Disposal

Removed lamps, ballasts, fixtures, and other materials and debris shall be recycled or disposed of off-site, in accordance with all local, state and federal rules, regulations or requirements.

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

D. Permits, Codes and Certifications

RCEA requires that:

- The Installer obtain all required permits and licenses for each project,
- All fees associated with the permits and licenses are included in the total installed cost,
- The Installer conforms to all applicable building and electrical codes, standards, and regulations.

E. Initial Probationary Period

Installers 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, RCEA will withhold 10 % of all incentives disbursed across the initial 10 completed projects or up to \$2,500.

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

F. Disqualification

RCEA believes engaged and successful Installers and builders are key to the program's success. However, RCEA reserves the right to terminate any Installers engagement with the program at any time and without cause should RCEA determine that continued participation is not in the Humboldt County ratepayer's best interests.

In the unlikely event that an Installer is disqualified, the Installer may be reinstated to the program upon negotiation of reinstatement terms with RCEA.

G. Incidental and Consequential Damages

The Installer assumes all responsibility for incidental and/or consequential damages for its own negligence, including responsibility for the negligence of its employees, subcontractors, and agents and for the claims of third parties resulting from such negligence.

H. Double Dipping

The Installer may not access measure incentives for the ratepayer from any other energy efficiency program funded by California ratepayers when incentives are being provided by RCEA.

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

Upon request of the program, the Installer 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’s sole discretion to determine whether Double Dipping has occurred. Installers will not be paid the incentive portion of a project should the PG&E determine that Double Dipping occurred.

6. CONDITIONS

A. No Guarantee of Work

Certification of an Installer to participate in the program is not a guarantee of work by RCEA.

B. Independent Contractor

The Installer shall be deemed at all times to be independent contractor and shall be wholly responsible for the manner in which the Installer performs the services required. Installer shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, contract, agency or partnership relationship between RCEA and the Installer.

C. Indemnification

Installer, for itself and its heirs, successors and assigns, agrees to release, defend, indemnify and hold harmless RCEA and PG&E, and their respective officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with Installer's operations under this Agreement, or with the performance of this Agreement by Installer or its officers, employees, partners, directors, subcontractors or agents.

D. Insurance

All insurance, except professional liability, shall name RCEA and PG&E, and their respective officers, agents, volunteers and employees, as additional insured and shall provide primary coverage with respect to the RCEA. 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's Director of Demand Side Management,
- Be evidenced by the original Certificate of Insurance attached to RCEA's form endorsement or the insurance carrier's standard form endorsement evidencing the required coverage; and
- Be approved as to form and sufficiency by the RCEA Director Demand Side Management.

i. General Liability

Installer shall maintain at all times during the performance of program activities a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000/\$2,000,000 in aggregate for bodily injury, property damage and personal injury; an automobile liability insurance policy in the minimum amount of \$1,000,000; and, if any licensed professional performs services, a professional liability insurance policy in the minimum amount of \$1,000,000 to cover any claims arising out of Installer's performance of services under this Agreement.

ii. Business Auto Insurance

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

Before commencing work, Installer shall forward all insurance documents to Attn: Demand Side Management, Redwood Coast Energy Authority, 633 3rd St., Eureka, CA 95501.

E. Conformity with Law and Safety

Installer shall observe and comply with all applicable federal, state, and local laws, ordinances, codes and regulations of governmental agencies. All services performed by Installer must be in accordance with these laws, ordinances, codes and regulations.

F. Governing Law

The interpretation and performance of work under the Program shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the interpretation and performance under the program shall be in Humboldt County, California.

G. Waiver

Failure of RCEA to insist on strict performance shall not constitute a waiver of any of the provisions of this manual or a waiver of any other default of Installer.

H. Assignment

Installer may not assign the certification to participate without the prior written consent of the program, except that Installer may assign its right to any money due or to become due hereunder.

I. Section Headings

The sections and other headings are for convenience of reference only and shall be disregarded in the interpretation of this Agreement.

J. Contractor's License

Installer warrants and represents that it has an active contractor's license with the California State Licensing Board.

7. DEFINITIONS

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.

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 participating ratepayer and are paid directly to the Installer.

Disqualification: An event where the program decides that an Installer is no longer eligible to participate in the program.

Double Dipping: *Accessing multiple California ratepayer rebate/incentive programs for the same installation.*

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 RCEA to help offset the cost of implementing energy efficiency measures.

Installer: 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.

Invoice Payment: The sum of total incentives approved by the program through the Work Order Agreement and any program approved Change Orders.

Ratepayer: A residential or non-residential Community Choice Energy (CCE) and PG&E customer, located in the County of Humboldt.

Ratepayer Site: Any contiguous or adjacent property owned or occupied by the CCE or PG&E Company customer of record who is listed as the participating ratepayer on the Work Order.

Project. The installation of energy efficient measures at a participating ratepayer site.

Project Completion: *The Project Manager's certification that the project complete as required, all deliverables have been received, and the project is ready for invoicing.*

Punch List: The delivery of a "to-do" list to the Installer from the program that itemizes un-completed contract items that will need to be addressed to prior to payment.

ATTACHMENT 1: INSTALLER CERTIFICATION

**2018 REDWOOD COAST ENERGY WATCH INSTALLER
CERTIFICATE:**

_____ (Installer) doing business at
_____ (Installer's Address) on _____

(Date) certifies to having reviewed the Redwood Coast Energy Authority, Redwood Coast Energy Watch Direct Install Program Manual and agrees to comply with **THE PROCESSES, STANDARDS, POLICIES and CONDITIONS** contained therein at all times.

INSTALLER

By: _____
Authorized Representative
Name printed: _____
Title: _____
Business Name: _____
Tax Identification No. _____
Contractor License No. _____
Incorporated: Yes / No (Circle One)

REDWOOD COAST ENERGY AUTHORITY certifies that Installer is eligible to participate in the Redwood Coast Energy Authority, Redwood Coast Energy Watch Direct Install Program as of _____ (Date).

REDWOOD COAST ENERGY AUTHORITY

By: _____
Lou Jacobson, Director of Demand Side Management