



## The Energy Network Home Upgrade Program Contractor Participation Agreement

The Energy Network has developed the Home Upgrade program (Program) that offers financial incentives to eligible single family Property Owners who perform a home upgrade in eligible residences in Los Angeles County. The Energy Network is administered by Los Angeles County in collaboration with Southern California Edison (SCE) and Southern California Gas (SoCalGas®) under the auspices of the California Public Utilities Commission (CPUC).

The Program is designed to improve the energy performance, durability, healthiness and safety of existing residential housing in Los Angeles County. The objectives of the Program are to enhance the delivery of building performance services that use state-of-the-art diagnostic tools and the principles of building science to reduce energy consumption cost-effectively and safely, while also addressing building durability.

Offered by The Energy Network and Energy Upgrade California, the Program is open to homeowners of single-family, detached homes in Los Angeles County who are customers of both Southern California Edison and Southern California Gas Company.

This Contractor Participation Agreement (Agreement) is between the contractor submitting this Agreement (Participating Contractor) and The Energy Network. Participating Contractors enter into an agreement with Property Owners to provide building performance consulting and/or installation services that are in compliance with Program requirements and standards. The Energy Network will provide incentive payments to Participating Contractors or to customers who have signed the terms and conditions.

Participating Contractor acknowledges that they have received, read, understand, and agree to abide by the following Program documents that are incorporated into this Agreement herein by this reference:

1. The Energy Network Contractor Manual

This Agreement is completely voluntary and can be terminated at any time for any reason or no reason at all, by either The Energy Network or the Participating Contractor with prior written notice from the terminating party to the other party. In the event of termination of the Participation Agreement for non-compliance, the Participating Contractor will be notified of such termination in writing, and will be allowed 30 days from the date of the notification to submit any remaining documentation for qualifying equipment or improvements that have previously been installed by the Participating Contractor.

In consideration of the terms of this Agreement, the parties mutually agree to the following:

**The Energy Network Commitments:** The Energy Network shall provide the following:

1. Information for Participating Contractors on Program procedures, requirements, and qualifying equipment specifications.
2. On-site inspection of Customer's home, when selected per quality control inspection rates.
3. Inclusion of Participating Contractor contact information on a Participating Contractor List for Property Owners once Participating Contractors have met all program requirements.



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4. Provide field mentoring and technical support to assist the Contractor to achieve success in the Program by delivering high-quality home performance services.
5. Account managers to help Participating Contractors achieve success in the Program by delivering high-quality home performance services, assisting with program related issues and answering contractor questions.

**Participating Contractor Commitments:** Participating Contractor agrees to strictly comply with each of the following regarding its participation in the Program:

1. The Energy Network Contractor Manual, supplemented by program documentation, shall govern the program specific roles, responsibilities, requirements, policies and guidelines. The Participating Contractor acknowledges receipt of these documents and agrees to comply with all of their terms and conditions. The Participating Contractor shall immediately bring any ambiguity in, or conflict between these documents to the attention of The Energy Network for clarification and resolution.
2. While performing any activities connected to the Program, Participating Contractors must comply with all applicable BPI and certification standards governing home performance assessments, diagnostics, and treatments as described in The Energy Network Contractor Manual.
3. Hold and maintain certifications, licenses, insurance coverage and obtain all legally-required building permits as required by local jurisdictions.
4. Install equipment meeting or exceeding specifications and/or eligible installations as listed in The Energy Network Contractor Manual; misrepresentation of the installed equipment or improvements will not be tolerated.
5. Participating Contractor must ensure that the Contractor's certified technicians receive, at a minimum, training that is in compliance with each certification's continuing education credits requirement.
6. Participating Contractor must complete and return the Project Completion Form and combustion safety data and all necessary documentation within sixty (60) days from the date of incentive reservation (i.e. the day email notification is sent confirming funds have been successfully reserved, which serves as a Notice to Proceed).
7. Install all qualifying improvements in a professional manner, consistent with industry standards, and in conformance with all applicable building codes, zoning laws, local, state, and federal requirements, and other relevant requirements.
8. Maintain accurate business records relating to the installation of qualifying improvements according to customary industry practice for at least three years following installation. Business records must be made available for verification by The Energy Network if requested.
9. Participating Contractor shall not use The Energy Network, Los Angeles County, BKi, SCE or SoCalGas name or logo in promotions or advertising without the express written consent of the applicable party.
10. Customers cannot receive a rebate for the same product or equipment from more than one energy-efficiency program offering rebates, financing or other rebates funded with SCE or SoCalGas ratepayer dollars.
11. Participating Contractor shall not misrepresent any information on incentive applications concerning their purpose, policies and procedures, or Participating Contractor's role in either the Program or their relationship with Energy Upgrade California or The Energy Network.



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12. Participating Contractor shall not falsify any invoice to take credit for home upgrade measures that had been performed prior to an incentive reservation submission.
13. Participating Contractor understands that participation in the Program does not constitute an endorsement of the Participating Contractor of any kind by Energy Upgrade California or The Energy Network. Participating Contractor shall not state or imply any such endorsement, either directly or indirectly.
14. Participating Contractor shall be solely responsible for the work of any and all subcontractors.
15. The Participating Contractor must provide participating Property Owners with all required materials and documentation as described in The Energy Network Contractor Manual.
16. Participating Contractor must allow random field inspections and field mentoring by The Energy Network or their designee of work that has been performed.
17. Participating Contractor, upon request from The Energy Network and at no additional cost to the Property Owner, shall make reasonable repairs or corrections to work that Participating Contractor has performed to bring such work up to Program standards as set forth in The Energy Network Contractor Manual and subsequent Program updates.

### **Limitation of Liability:**

IN NO EVENT SHALL THE ENERGY NETWORK, LOS ANGELES COUNTY AND ITS REPRESENTATIVES, BKi, CALIFORNIA CENTER FOR SUSTAINABLE ENERGY AND ITS REPRESENTATIVES, OR SCE & SOCALGAS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnification:**

To the fullest extent permitted by law, Participating Contractor shall, at its own cost, defend, indemnify and hold harmless The Energy Network, Los Angeles County and its representatives, BKi, California Center for Sustainable Energy and its representatives, SCE and SoCalGas including their officers, directors, employees, agents, assignees and successors in interest, from and against any and all liability (including damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, and all court or arbitration or other dispute resolution costs) resulting from, arising out of, or in any way connected with this Agreement or acts and/or omissions of the Participating Contractor.

### **Participating Contractor Insurance Requirements:**

During the term hereof, Participating Contractor shall maintain the following minimum insurance coverage and limits of liability unless stated herein:



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Description	Program Requirement
<b>Commercial General Liability</b>	Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. The limit shall not be less than \$1,000,000 each occurrence / \$2,000,000 in aggregate for bodily injury, property damage and personal injury.
<b>Business Automobile Liability</b>	Coverage shall be at least as broad as the ISO Business Auto Coverage form covering Automobile Liability, Code 1, and owned and operated company vehicle. The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.
<b>Worker's Compensation</b>	Statutory Workers Compensation in accordance with California state and local requirements. Employers Liability insurance shall not be less than \$1,000,000 for injury or death each accident. California Statutory Workers Compensation insurance is not required if you have no employees (please provide a waiver for workers compensation liability with your Contractor Application if you have no employees)
<b>Professional Liability, Errors, and Omissions</b>	Professional Liability insurance is not required. However, the contractor is encouraged to consider such coverage in consultation with the Contractor insurance broker.

The corresponding coverage held by the Participating Contractor is for the sole use and protection of the Participating Contractor. All coverage obtained and maintained by the Participating Contractor shall be primary to and non-contributory with any and all applicable coverage held by The Energy Network. All coverage obtained and maintained by the Participating Contractor shall contain cross-liability coverage and severability of interests language. The Energy Network shall not be responsible for any deductibles, self-insured retentions and/or waiting periods that may appear in the policies.

Receipt, or failure to receive, or failure to request any certificate of insurance for any of the required insurance coverage and limits shall not act or be construed as an approval of Participating Contractor's insurance or as a release or waiver of Participating Contractor's obligation to provide any or all of the insurance coverage and limits required therein. Said certificates shall contain evidence that the policy or policies shall not be canceled or altered without providing at least thirty (30) calendar days prior written notice to The Energy Network.

As part of the application to become a participating contractor, current certificates of insurance must be supplied with the following requirements:

1. Insured company name and address matches CSLB listing.
2. Coverage values as described in table above.
3. "Description of Operations" language matches the Program's requirements outlined below.
4. Certificate holder names and addresses as listed below.



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**Additional Insured Endorsement Certificates: The Energy Network, Los Angeles County, BKi, California Center for Sustainable Energy and its representatives, SCE and SoCalGas:**

*Description of Operations* – “The Energy Network, Los Angeles County, BKi, California Center of Sustainable Energy and its representatives, SCE, SoCalGas and their respective affiliates, subsidiaries, directors, officers, representatives, agents and employees are named as additional insureds\* with respect to liability arising out of or connected with the work performed by or for the contractor. Coverage is primary & noncontributory.”

\* In the event the Commercial General Liability policy includes a “blanket endorsement by contract,” add the phrase “under a blanket endorsement.”

Additionally Insured Endorsement: The Certificate Holders are to be named as additional insured, using the addresses below:

<p><b>The Energy Network</b> 800 W 6<sup>th</sup> St Suite 1250 Los Angeles, CA 90017</p>	<p><b>Los Angeles County</b> ISD Contracting Division 1100 N Eastern Ave Los Angeles, CA 90063</p>	<p><b>BKi</b> 1000 Broadway Suite 410 Oakland, CA 94607</p>
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Please provide a copy of this document to your insurance agent to ensure that the Insurance Certificate is completed and worded correctly.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone Number: \_\_\_\_\_

### AGREEMENT

By signing this Agreement, Participating Contractor's duly authorized representative is certifying that:

- Participating Contractor does not have any unresolved or outstanding complaints before the California State Department of Labor, Licensing and Regulation or a pattern of outstanding litigation that involves his or her work.
- Participating Contractor's representative has the necessary legal authority to act on Participating Contractor's behalf.
- All of the information provided is accurate.
- Participating Contractor has read, understood, and hereby agrees to all of the terms and conditions of this Agreement.
- Is required to submit the following documents prior to participation in the program:
  - Current Business License
  - IRS Form W-9 and
  - Current certificates of Insurance as described in the above.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Name (printed)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSLB License Number