



Dear Contractor:

Thank you for your interest in the 2017 East Bay Energy Watch (EBEW) Program. The attached Application & Agreement (Agreement) is between DNV GL, the program administrator of the EBEW Program, and the prospective contractor (Contractor).

To become an approved contractor under the EBEW Program, the following steps must occur:

1. Contractor must complete, sign, and return the entire original Agreement, with requested documentation, to DNV GL.
2. DNV GL will review your Agreement, verify the required documentation, and check your references, as necessary. If approved, DNV GL will provide a copy of the fully executed agreement, for your records. You will be notified of your status within 10 days of submitting this Agreement.
3. All approved contractors must attend contractor training prior to completing any work under this Agreement.

Please send all documentation to:

DNV GL
Attention: Jacquelyn Stallings
155 Grand Avenue Suite 500
Oakland, CA 94612

Please visit our website <https://webtools.dnvgl.com/Projects/ebew> for more information regarding our program. You may also contact us at 1-800-576-6405 or eastbayenergywatch@dnvgl.com.

Thank you for your interest in the EBEW Program. We look forward to working with you.

Sincerely,

Stephen Wolcott
Program Manager
EBEW Program
155 Grand Avenue Suite 500
Oakland, CA 94612-7111

Contractor Application & Agreement EBEW Program

Contractor Information			
Company Name		Corporate Parent Name	
		President or Owner	
Primary Contact		Phone	
Position		Fax	
Address		E-mail	
		# of Full-Time Employees in Local Office	
City, State		Business Locations in California	
Zip Code		Corporate Fed Tax ID	
Billing Address, if different from above		Company Fed Tax ID	
		Tax Status (check one)	Corporation
			Partnership
	Limited Liability Company (LLC)		
Primary Contact Phone	Individual/Sole Proprietor		
Primary Contact Fax	Tax Exempt		
Primary Contact E-mail		Other:	

Purpose of Agreement

This Agreement is between DNV GL Energy Services USA, Inc. (“DNV GL” or “Implementer”), the program implementer of the East Bay Energy Watch (Program) and the Contractor listed above. The Agreement provides the terms and conditions for the Contractor to be authorized to operate as a EBEW Program Contractor. Program Contractors will receive incentive payments for energy efficiency projects directly from DNV GL. EBEW Contractors can develop their own projects with eligible businesses in addition to being assigned projects developed by DNV GL. All energy efficiency products must meet the Utility’s specification and installation requirements to qualify for Program

incentives, including but not limited to being listed in the Utility's Qualified Products List, as applicable. This Agreement is effective upon signature by both parties and expires on January 1, 2018.

As used throughout this document the term "Utility" means Pacific Gas & Electric ("PG&E") and/ or MCE, whichever entity may be providing the Program funding based on the Customer's service territory.

As the Program administrator, DNV GL's responsibilities in the EBEW Program include:

- Program administration
- Marketing and project development
- Approval of all project proposals
- Conducting pre-installation and post-installation inspections
- Payment of incentives to Contractors or participating businesses

The assigned Contractor is responsible for the following:

- Material procurement and installation (serves as the General Contractor for assigned projects)
- Hazardous waste disposal and required documentation
- Removal and disposal of equipment and materials retrofit or replaced as part of the project
- Resolving any customer complaints or failed inspection items within 7 days
- Submitting required documentation to DNV GL
- Collection of residual payment from Customer
- Completion and maintenance of Utility-mandated background checks for all employees

Required Licenses

Contractor must be licensed as a general contractor in California. Contractor must also maintain current licenses to perform the specific services they will provide as required by the State of California and applicable local ordinances. Contractors performing certain refrigeration installations or modifications must have a C-38, contractors performing work on lighting systems must have a C-10, and contractors performing work on HVAC systems must have a C-20. Effective January 1, 2006, the State of California requires that Journeymen Electricians are required to be certified in accordance with the Contractor's State License Board Rules and Regulations. Effective January 1, 2007, Lighting Technician one who performs work for an electrical contractor

repairing, servicing and maintaining existing nonresidential lighting fixtures and installing retrofit upgrade fixtures) must be certified. DNV GL may request a list of certified Lighting Technicians from each participating approved contractor. These certifications are mandatory for participation in the BEST Program. More information regarding these certification requirements can be found at http://www.dir.ca.gov/DAS/ ECU_FAQ.htm.

Contractors should list all applicable licenses below and submit a photocopy of each license/card to DNV GL. Contractor agrees to notify DNV GL of any changes to licenses that would affect work done for this program.

License Type	License Holder	License #	Expiration Date

Required Insurance

The Contractor agrees to carry, or cause to be carried, at all times during the course of this Agreement, insurance applying to all work undertaken by Contractor, Contractor agents, employees and any person(s) for whom the Contractor may be liable, including, but not limited to the following:

- a. Worker’s Compensation Insurance including Employer’s Liability:**
 - A minimum of \$1,000,000
- b. Comprehensive General Liability Insurance:**
 - Combined bodily injury and property damage limits of at least \$1,000,000 each occurrence or in the aggregate
 - Coverage shall include Premises-Operations, Contractual, Broad Form Property Damage, Independent Contractors, Personal Injury and Products/Completed Operations coverage
 - Insurance will remain in force for a period of at least two years after final acceptance of the work by
DNV GL
- c. Automobile Liability:**
 - Coverage shall include owned, non-owned, and hired automobiles with combined bodily injury and property damage limits of at least \$1,000,000 per occurrence.

Except with regard to Worker’s Compensation and Employer’s Liability, DNV GL, their officers, directors, and employees shall be included as additional insurers in the Contractor’s insurance policies. Such insurance shall be considered as primary insurance. Any separate insurance maintained by DNV GL shall not contribute with insurance extended by Contractor’s insurer(s) under this requirement.

Certificates of insurance indicating that the aforementioned insurance is in full force and effect, and that DNV GL will receive at least thirty (30) days prior written notice to cancellation or modification of said insurance. The liability of Contractor to DNV GL is not limited to Contractor’s insurance coverage.



List all services/measures your firm provides:

Refrigeration Measures	Lighting Measures	Lighting Controls	Other Services

Background Checks

1. Contractor shall represent and warrant all employees that may perform any work on the property of a Utility customer, has undergone the Contractor’s background investigation check and is listed in the BACKGROUND INVESTIGATION POLICY Compliance Certificate. Contractor shall submit a BACKGROUND INVESTIGATION POLICY Compliance Certificate for each employee who performs any work on the property of a Utility customer.
 - a. Contractor represents and warrants that it has a security background check policy which includes, at a minimum, a search using federal, state and municipal databases (e.g., Global Watch Search, National Federal Crime Search, National Crime Database, etc.) to

determine if an individual has been convicted of a felony or misdemeanor for any of the following crimes: arson, assault, battery, burglary, driving under the influence, domestic violence, larceny, manslaughter, murder, theft (including but not limited to identity theft), sexual crimes, felony drug conviction, and any crimes against children (the "Background Check").

- b. Contractor represents and warrants that each Contractor employee that will perform any work on the property of a Utility customer has successfully passed the Background Check and has not been convicted of any of the felonies or misdemeanors listed in the Background Check within the past seven (7) years OR has been working for the preceding twelve (12) consecutive months in a Utility Energy Efficiency Program without incident.
 - c. Contractor shall ensure that said Contractor employees shall be in compliance with the Background Check throughout the Contractor's participation during the Term of the Program and shall submit a BACKGROUND INVESTIGATION POLICY Compliance Certificate, located in the Contractor Handbook/Manual, at the start of each calendar year.
 - d. Notwithstanding anything to the contrary herein, if an individual has been convicted for driving under the influence or a similar offense ("DUI Conviction") during the past three (3) years, the individual may be eligible to perform work on the property of a customer provided the individual has no more than one (1) DUI Conviction within the last three (3) years.
 - e. Contractor further represents and warrants that it will not assign or permit any individual to perform work on the property of a customer that has not undergone and passed Contractor's security background check.
 - f. If requested by the Utility or the implementer of the Program, any personnel to be assigned by Contractor to perform work on customer property will, prior to commencing such work, execute the necessary consents and releases to allow a third-party agency acting on its own behalf to, without liability to Contractor's personnel, collect and check the criminal background and qualifications of such personnel as permitted by applicable law.
 - g. Warrant that Contractor's leadership (Owner, CEO, President, etc.) have no prior conviction of crimes identified in Section 1.a above as well as any lawsuits or liens filed against the Contractor or its leadership within the previous seven years.
2. If Contractor uses any subcontractors to perform services under the Program, then the Contractor shall require subcontractors to enter into a subcontract by which they agree to comply with all obligations and requirements imposed on Contractor under this Contract, including but not limited to those with respect to safety, confidentiality, insurance, and indemnification. Contractor agrees that Contractor is solely responsible for any acts or omissions of its subcontractors and any breach of this Contract by Contractor's subcontractors constitutes breach by Contractor. Contractor agrees to notify DNV GL of subcontractors that will be performing services under the Program.
- a. Drug and Alcohol Policy. Contractor employee and its subcontractors that perform any work on the property of a customer is and shall be drug and alcohol-free while performing any work on customer property.
 - b. Social Security Number Trace. Contractor has verified the identity and work authority of its employees who will perform work under the Program and all employees are in compliance with the U.S. immigration laws.
 - c. Contractor will provide the following information on their Technicians who will be participating in the program: Name, years of experience, and credentials held.

Confidentiality and Data Security

In the course of performing services under the EBEW Program, Contractor may have access to confidential customer, commercial or personal information, matters and practices concerning, but not

limited to, technology, rate making, personnel, business, marketing or manufacturing processes or products, and customer energy usage and billing data, which are owned by Utility, its parent company, subsidiaries, affiliates, third parties, or members of the public, and in the custody of Utility or those third parties. Contractor agrees not to disclose any such confidential information or otherwise make it available to any other person, including an affiliate of Utility that produces energy or energy-related products or services, without the prior written approval of Utility, or a signed Authorization Form from the customer.

Contractor shall comply with the following terms regarding the handling of Confidential Information and Utility Data from the Utility or its customers:

- Non-disclosure Agreements: Contractor shall have all of its employees, Subcontractors, and Subcontractor employees who will perform Work or services under the EBEW Program sign a nondisclosure agreement in the form attached. Contractor shall promptly furnish the original signed nondisclosure agreements to DNV GL when requested.

Security Measures

Contractor shall take "Security Measures" with the handling of Confidential Information to ensure that the Confidential Information will not be compromised and shall be kept secure. Security Measures shall mean industry-accepted standards and techniques, physical and logical, including but not limited to:

- written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing
- password protected workstations at Contractor's premises, any premises where Work or services are being performed and any premises of any person who has access to such Confidential Information
- encryption of Confidential Information
- measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure or any such Confidential Information including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program.

Warranties and Hazardous Waste Disposal

The Contractor will honor the following warranties for work performed in the EBEW Program:

- 1 year labor warranty

Manufacturer's warranty on equipment installed as follows:

- 3 years - Fluorescent tube lamps
- 10 years – Reflectors
- 5 years – Electronic ballasts and LED fixtures/lamps
- 1 year – Compact fluorescent lamps and adaptors
- 1 year – HVAC controls
- 1 year – Occupancy sensors and photocells • 5 years - Refrigerator Fan Controls
- 2 years - Electronically Commutated Motors
- 1 year - Other refrigeration measures

Do you agree to offer these warranties for services related to the EBEW Program? Yes No

The Contractor shall assume full responsibility for the correct disposal of all ballast, fluorescent tubes, motors and other hazardous waste material, in compliance with the laws and regulations of the State of California and the prevailing local jurisdiction. Contractor shall properly complete the Hazardous Waste Materials Manifest indicating that ballasts, fluorescent tubes and other hazardous

wastes were removed from the customer site. Contractor shall provide DNV GL with full documentation of all hazardous waste material disposals on request.

Do you agree to abide by the laws and regulations of the State of California and the prevailing local jurisdiction as they relate to the disposal of Hazardous Waste services related to the EBEW Program? Yes No

Do you agree to abide by the laws and regulations of the State of California and the prevailing local jurisdiction as they relate to permitting and Title 24 compliance as they are related to the EBEW Program? Yes No

I certify that the above information is correct and that I am legally authorized to make these representations and execute this Agreement on behalf of Contractor:

Signature

Title

Date

Name (please print)

References and Work History

Number of energy efficiency projects your firm has installed over the last three years:

2013: _____

2014: _____

2015: _____

Provide the business name, contact name, contact phone # and email address for three energy efficiency project references.

Reference 1			Reference 2			Reference 3		
Contact Name	Contact Name	Contact Name	Contact Name	Contact Name	Contact Name	Contact Name	Contact Name	Contact Name
Business Name	Business Name	Business Name	Business Name	Business Name	Business Name	Business Name	Business Name	Business Name
Street	Street	Street	Street	Street	Street	Street	Street	Street
City	State	Zip	City	State	Zip	City	State	Zip
Phone	Phone	Phone	Phone	Phone	Phone	Phone	Phone	Phone
E-mail Address	E-mail Address	E-mail Address	E-mail Address	E-mail Address	E-mail Address	E-mail Address	E-mail Address	E-mail Address

Other Terms of the Agreement

Program Rules

The BEST Program will establish and enforce program rules such as, but not limited to, use of any logos, minimum equipment standards, installation standards, disclosure requirements and documentation requirements. A copy of these written rules (Program Policies and Procedures) will be available for downloading from the Program's website, <https://webtools.dnvgl.com/Projects/ebew> or upon request. All rules must be followed in order to receive incentive payments. The EBEW Program reserves the right to modify these rules as necessary. Program rules in place at the time that Contractor signs a Participation Agreement and/or Change Order, whichever is more current, will apply to that specific project.

Release of Claims Against Utility and Implementer

Contractor hereby waives and releases Utility and DNV GL (including their subcontractors, employees, directors, and agents) from any losses or damages, including incidental or consequential damages, arising from this Agreement, including any third party claim related to a measure installed under this Agreement. DNV GL and Utility make no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or equipment installed pursuant to this Agreement, and expressly disclaim any such representation, warranty or liability.

Termination of this Agreement

DNV GL may terminate this Agreement at any time upon written notification to Contractor and/or as set forth in the EBEW Program Policy and Procedures Manual. Contractor may be allowed to complete projects previously begun, provided Contractor is in possession of a signed a Participation Agreement and/or a Change Order. Contractor will be paid an incentive for work completed as long as applicable Program rules are followed. Please see the EBEW Program Policy and Procedures Manual, for information regarding the Program's Contractor Removal Policies.

Agreement Signatures

I agree to abide by the terms and conditions of the EBEW Program as outlined in this Agreement. Additional requirements are necessary for projects triggering Title 24 compliance. Participating contractors must follow all applicable rules and regulations for permitting and compliances. **When a contractor signs this agreement, the Contractor acknowledges that they will ensure that all projects will include permitting and Title 24 compliance requirements as it pertains to each project installation receiving incentives under the EBEW Program.**

Attest: DNV GL Contractor Signature Signature

Name _____
(Type or Print)
Title _____

Name _____
(Type or Print)
Title _____

Date _____ Date _____

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 Exhibit E, Background Check:

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

_____.

Signature _____
Printed Name _____
Date _____