



# Carrboro WISE Homes & Buildings Program: Contractor Application/ Agreement

## Introduction

In the fall of 2010, Carrboro executed an agreement with the Southeast Energy Efficiency Alliance (SEEA) to receive funding from the federal Department of Energy (DOE) through their Better Buildings Program Grant, administered through SEEA. Carrboro will use most of these funds in the first year of the grant to establish a commercial energy efficiency revolving loan fund for Carrboro businesses. These funds will be administered in a manner similar to Carrboro’s existing Small Business Revolving Loan Fund. The goals of these loans include:

- Reduced energy consumption (a general objective of loans and associated retrofits is a minimum improvement in energy efficiency of 15-20%)
- Reduced energy bills for local businesses
- Pilot project for Carrboro, with the hopes of expanding the program in future years

Carrboro is creating an Approved Contractors List from which participating loan recipients will select the contractor(s) who will carry out the work described above. Contractor selection is ultimately up to loan recipients.

This form is the application to be placed on the Approved Contractor List. If you and your company wish to participate in this program please provide all requested information below, read the terms and conditions, and sign this application. Return the completed application form and appropriate insurance documentation to Nora Barger by email at [nbarger@cleanenergysol.com](mailto:nbarger@cleanenergysol.com) or by mail at 301 West Main Street | Carrboro, NC 27510. Carrboro, through its contractor Clean Energy Solutions, will provide written notice within 30 days of receipt of this Application/ Agreement either approving your status or requesting any additional information needed to complete your application.

Thank you for your interest. If you have any questions please contact Nora Barger, Chapel Hill/Carrboro Energy Efficiency Program Coordinator by email at [nbarger@cleanenergysol.com](mailto:nbarger@cleanenergysol.com) or by phone at 919.918.7334.

Business Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_

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

Federal Tax Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Job Title: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_



This Application/Agreement sets out the terms and conditions under which contractors shall participate in the Carrboro Energy Efficiency Program. Under this Application/Agreement Contractors and Energy Auditors (hereafter referred to as “Contractors”) agree to accept referrals of eligible customers from Carrboro’s Program and to meet Program requirements and standards in doing so.

Carrboro will make available the following services and support to Contractors:

- Promotion of Approved Contractors in Town program marketing;
- Referrals of customers;
- Affiliation with Duke Energy, PSNC, and potentially other incentive resources;
- Web-based program communications for customer referral, project tracking, and reporting to reduce paperwork and promote timely communications;
- Quality assurance (QA), quality control (QC) and monitoring and verification with prompt feedback to the Contractor to ensure adherence to high standards of quality; and
- Easy access to Carrboro and Clean Energy Solutions staff for prompt response to program issues.

By executing this Application/Agreement, the Contractor agrees to play an active role in the Program by providing high-quality services to Program customers. As a condition of participating in the Program and accessing Carrboro’s financial benefits, the Contractor agrees that:

**1. The Contractor shall provide Carrboro with proof of the following:**

1. One of the following:
  - a. A satisfactory Dun and Bradstreet Rating, or
  - b. Membership in the Better Business Bureau, or
  - c. Specific evidence of business capacity including the following:
    - a satisfactory banking reference;
    - a minimum of three current satisfactory professional/trade references, such as suppliers of materials, tools, credit;
    - a minimum of three satisfactory references from customer served within the past 6 months;
    - confirmation that the firm has been in business for three years;
    - confirmation that the principals in the business have a satisfactory individual credit score with no outstanding liens, judgments or a bankruptcy within the last seven (7) years, and
    - confirmation that the principals have a net worth of at least \$50,000, verified by an audited financial statement or the last two year’s tax returns.
2. For commercial audit, experience and ability providing Level II ASHRAE Audits
3. BPI certification
4. NC licensure
5. Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of work in the Program, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and
6. Commercial automobile liability insurance in respect of motor vehicles owned, licensed or hired by the Contractor and the Subcontractors for bodily injury liability, including death and property damage, incurred in connection with the performance of work in the Program, with minimum limits of \$500,000 in respect of claims arising out of personal injury, sickness, or death of any one person, \$1,000,000 in respect of claims



arising out of personal injury, sickness or death in any one accident or disaster; and \$500,000 in respect of claims arising out of property damage in any one accident or disaster: and

7. Workers' Compensation Policy covering the obligations of the Contractor as required under the provisions of the Workers' Compensation Law, Employers Liability, and Disability Benefits.

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

**2. The Contractor shall properly respond to customer referrals by Carrboro**

Initial energy audits will be performed by Southern Energy Management. Suggested measures will include, but are not limited to:

Measure	Utility Incentive	Segment Targeted
Lighting Upgrades	\$3-60 per fixture (Duke)	All
LED Exit Signs	\$12 per sign (Duke)	All
Occupancy Sensors	\$20-\$40 per sensor (Duke)	All
Air Conditioners	\$20-\$40 per ton (Duke)	All
Heat Pumps	\$20-\$40 per ton (Duke)	All
Window AC Units	\$25-\$50 per unit (Duke)	All
Water Heaters	\$2000-\$9000 per unit (Duke)	All
Tankless Water Heater	\$250 (PSNC)	All
Programmable Thermostats	\$50 per unit (Duke)	All
Window Film	\$1 per sq ft (Duke)	All
Motors	\$4-\$10 per HP (Duke)	All
Pumps	\$122-\$400 per pump (Duke)	All
VFDs	\$40-\$100 per HP (Duke)	All
Vending Misers	\$50 (Duke)	All
Display Night Cover	\$5/ln. ft. (Duke)	All
Commercial Refrigerator	\$50-\$90 (Duke)	Food Services
Ice Maker	\$100-\$500 (Duke)	Food Services
Ice Machine	\$150 (Duke)	Food Services
Oven	\$1,000 (Duke)	Food Services
Fryer	\$150 (Duke)	Food Services
Griddle	\$200 (Duke)	Food Services
Steam Cooker	\$600 (Duke)	Food Services
Freezer	\$150 (Duke)	Food Services
Commissioning		All
Retrocommissioning		All



Measure	Utility Incentive	Segment Targeted
Controls Upgrade		All
Insulation Upgrades		All
Solar Thermal (hot water)		All
Solar PV		All

After completion of the energy audit, the customer will interact with Contractors to solicit bids for work to be performed. The Contractor recognizes that customer personal data and utility usage information that may be shared with the Contractor must be treated as confidential and not disclosed to any party other than Carrboro, subject to applicable laws. The requirement for confidential treatment of customer information shall survive the termination of this Application/Agreement.

### 3. Business Practices

The contractor shall treat Program customers fairly and attempt in good faith to deliver promised services in a timely and responsible manner. Contractor shall perform work within 60 days of contracting with client, unless otherwise specified.

The contractor shall properly represent the relationship of the Contractor to Carrboro. The Contractor is an independent contractor and an Approved Contractor in the Carrboro Energy Efficiency Program. Neither Contractors nor their employees shall represent themselves as employees of or certified by Carrboro.

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

The contractor shall obtain from customers all required authorizations, including homeowner permission to perform work and sign-offs that work was completed.

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

If a Contractor becomes involved in a dispute with a customer over business practices, the Contractor shall work with Carrboro to resolve the dispute amicably. If such discussion does not produce an outcome acceptable to the customer and the Contractor, the Contractor shall settle the dispute through the Contractor’s customer complaint resolution process. In any event the Contractor shall hold Carrboro harmless from any claim or suit arising from work in the Program, including, but not limited to any claim or suit resulting from or related to mildew, fungus, moisture intrusion or mold of every type and nature.

Contractor shall allow field inspections and Quality Assurance (QA), by Carrboro, or Carrboro -designated inspectors, of work that has been performed. Contractor, upon request of Carrboro and at no additional cost to the customer, shall make reasonable repairs or corrections to work that the Contractor has performed to bring such work up to Program standards.

Contractors performing walkthrough assessments, audits and/or retrofit work will conduct themselves in a professional manner at all times. Any one of the following actions will remove a Contractor or their business from the program: smoking in or on a resident’s property without permission, illicit drug use, and drinking alcohol on the job.



**4. Contractor recognizes that participation is at the Town of Carrboro's discretion**

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

Carrboro reserves the right to make changes to the Program upon notice to Contractors.

Contractor acknowledges that participation in the Program is voluntary, and Carrboro may suspend or terminate Contractor's participation in the Program for any reason, including but not limited to, failure to maintain these standards. Contractor acknowledges that failure to follow Program requirements and procedures, including processing of required documents and reporting, will result in removal from this Program. Contractor acknowledges that the Town expects a high rate of completed retrofits, and may terminate a contractor's prequalification if the contractor is not successful in promoting the installation of retrofits subsequent to audits. In all cases involving termination of firm's participation, Carrboro written decision is final.

The Town of Carrboro will provide equal opportunity access to all contractors. Program participants will not be discriminated against based upon gender, age, ethnicity, sexual orientation, gender identity or gender expression.

**APPLICANT CERTIFICATION**

I certify, under the penalties of law, that the statements made in this Application/Agreement have been examined by me, and are true and complete. I understand that by signing this Application/Agreement, I consent to any other inquiry to verify or confirm the information I have given.

Signed:

\_\_\_\_\_

Contractor

\_\_\_\_\_

Date

\_\_\_\_\_

Carrboro

\_\_\_\_\_

Date

\_\_\_\_\_

Name, Title

