



Cape Light Compact

Mass Save Weatherization Contractor Participation Agreement

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Website: \_\_\_\_\_ (link to be included on list to be provided to customers)

What work does your company perform:

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> Attic Insulation | <input type="checkbox"/> Wall Insulation | <input type="checkbox"/> Basement Insulation    | <input type="checkbox"/> Duct Leakage Testing |
| <input type="checkbox"/> Duct Insulation  | <input type="checkbox"/> Pipe Insulation | <input type="checkbox"/> Attic Stairs Insulator | <input type="checkbox"/> Infrared Scanning    |
| <input type="checkbox"/> Duct Sealing     | <input type="checkbox"/> Air Sealing     | <input type="checkbox"/> Rim Joist Insulation   | <input type="checkbox"/> Air Leakage Testing  |

I have read and agree to the Terms and Conditions on all pages here in for participation in the Cape Light Compact Mass Save Weatherization Program. I understand that the program and these terms and conditions may be changed or discontinued at anytime without notice.

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

Contractor Name (printed): \_\_\_\_\_ Date: \_\_\_\_\_



Please return this signed application and copies of the following supporting documentation:

1. Construction Supervisors License – License Category: \_\_\_\_\_
2. Proof of Insurance—

Until completion of the Work:

- i. Workers' Compensation and Employers' Liability Insurance covering *each and every worker employed in, about or upon the Work*, as provided for in each and every statute applicable to Workers' Compensation and Employers' Liability Insurance.
- ii. Commercial General Liability Insurance, written on an occurrence form including coverage's for Bodily Injury, Broad Form Property Damage, Personal Injury, Products/Completed Operations, Liability arising out of Subcontractors, Contractual Liability (to specifically include coverage for the indemnification clause of this Contract), and so-called Explosion, Collapse and Underground Hazards, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate; \$1,000,000 aggregate for products and completed operations.
- iii. Automobile Liability Insurance covering all owned, non-owned and/or hired motor vehicles to be used in connection with the Work with a minimum combined single limit of \$1,000,000 bodily injury and property damage.

After the Work is completed:

- i. Products and Completed Operations for limits of \$1,000,000/ occurrence; \$1,000,000 aggregate as provided by the Commercial General Liability Insurance form for two years.
3. BPI certification – Building Analyst Professional and Envelope Professional
  4. EPA Lead-Safe Training Certification



## Terms and Conditions

### A Contractor must produce proof of the following prior to admission into the Program:

Construction Supervisor License

Proof of Insurance—

Until completion of the Work:

- i. Workers' Compensation and Employers' Liability Insurance covering *each and every worker employed in, about or upon the Work*, as provided for in each and every statute applicable to Workers' Compensation and Employers' Liability Insurance.
- ii. Commercial General Liability Insurance, written on an occurrence form including coverage's for Bodily Injury, Broad Form Property Damage, Personal Injury, Products/Completed Operations, Liability arising out of Subcontractors, Contractual Liability (to specifically include coverage for the indemnification clause of this Contract), and so-called Explosion, Collapse and Underground Hazards, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate; \$1,000,000 aggregate for products and completed operations.
- iii. Automobile Liability Insurance covering all owned, non-owned and/or hired motor vehicles to be used in connection with the Work with a minimum combined single limit of \$1,000,000 bodily injury and property damage.

After the Work is completed:

- i. Products and Completed Operations for limits of \$1,000,000/ occurrence; \$1,000,000 aggregate as provided by the Commercial General Liability Insurance form for two years.

BPI certification – Building Analyst Professional and Envelope Professional

EPA Lead-Safe Training Certification

### Additional Requirements:

Contractor must submit all registration documents listed above to Cape Light Compact prior to being listed in support of the program

Contractor will be informed in writing (email is considered in writing) when eligibility is determined. Work performed prior to being listed in support of the Program will not be eligible for a Program rebate

Cape Light Compact retains the right in its sole discretion to limit participation in the Program and to disallow participation at any time



Contractor will actively promote the Mass Save brand and the Cape Light Compact programs

**Work standards:**

All work completed by Contractor must meet all Program guidelines and all applicable federal, state and local codes laws and regulations and program guidelines

**Rebate Request Form:**

Contractor is responsible for completing and submitting the completed rebate form (include customer's electric account number) along with all supporting documentation to Cape Light Compact for processing

**Proof of Payment:**

Before a rebate can be issued, the Contractor must submit proof of payment in the form of a signed invoice or a dated sales receipt, along with rebate application

**Post-Installation Work Verification:**

All work completed through this Program is subject to inspection and may be independently verified. If it is determined that the energy efficiency Improvements were not installed in a manner that is consistent with program guidelines and applicable federal, state and local code requirements, Cape Light Compact may require Contractor to modify the installation before making rebate payments.

**Disciplinary Action:**

By participating in this Program, Contractor is subject to follow up action if work performed by Contractor is deemed by Cape Light Compact to have been installed improperly or fraudulently. The following rules apply: Upon Cape Light Compact's inspection of work, if it is determined that Contractor has misrepresented the work done or that work has been completed improperly, Contractor will have 30 days from written notification to correct the problem to the satisfaction of the homeowner and Cape Light Compact. If Contractor does not complete the work, Contractor will be held responsible to pay the cost of hiring a third party contractor by Cape Light Compact to properly complete the work.

**Ethical Business Conduct:**

Contractor warrants that no gratuity, payment, gift, service or other item of value has been or will be offered to any Cape Light Compact employee or to any family member or agent of a Cape Light Compact employee.

**Contractor Warranties and Representations:**

Contractor warrants and represents that it is properly licensed to perform the required installations and that while performing work in connection with the Program, Contractor shall conduct its business in a



good and ethical manner. Contractor further warrants and represents that all work performed in connection with the Program shall (1) be performed in a good and workmanlike manner in accordance with the highest industry standards and practices, (2) comply with all program guidelines and all applicable federal, state and local laws, regulations, code requirements and program guidelines and (3) be free from defects in materials and workmanship for a minimum period of one year after installation.

**Indemnification:**

To the extent permitted by law, Contractor shall indemnify, defend and hold Cape Light Compact and its employees harmless from and against any and all claims, liability, judgments, losses, costs and expenses.

**Changes In Program:**

The program may be discontinued and the terms and conditions may be modified at any time by Cape Light Compact without notice.

**Contractor Oversight:**

Participating contractors will be reviewed periodically and Contractor may be required to submit additional documentation to Cape Light Compact in order to continue participation in the Program.

**General Provisions:**

Contractor may not assign or transfer this Agreement. The relationship between Cape Light Compact and Contractor is that of independent contractors performing work under a contract between the Contractor and Customer. The Cape Light Compact assumes no responsibility for the performance of or failure of work between Contractor and Customer.

**Safety:**

To the fullest extent allowed by law, the Contractor shall assume responsibility for the general and overall safety of the work site, including the safety of any employee, client, guest, or visitor of the Contractor, the Cape Light Compact, or a Customer. Systems that have been disabled or otherwise affected in the course of performance of the work will be left in a safe condition. Out of service systems will be tagged by the Contractor in a manner accepted by OSHA, state and local authorities, the insurance company, and the Cape Light Compact. The Contractor shall at all times exercise reasonable precautions for the safety of its employees and the general public and will be responsible for the performance and maintenance of any appropriate safety procedures pursuant to which it and its employees shall act. Further, the Contractor shall operate in complete compliance with OSHA regulations, as well as any and all applicable local, state or federal safety laws, regulations, or requirements.

Imminent danger situations created by the Contractor must be corrected immediately. Cape Light Compact reserves the right, but without obligation, to take corrective action and pass the costs associated with the same back to the Contractor. Additionally, the Contractor shall, at the end of each work day or job site, leave the work area in a clean and safe condition.



UNDER NO CIRCUMSTANCES WILL THE CAPE LIGHT COMPACT BE LIABLE FOR ANY INJURY TO i) THE CONTRACTOR, ii) ANY EMPLOYEE, CLIENT, GUEST, REPRESENTATIVE, OR SUBCONTRACTOR OF THE CONTRACTOR, iii) ANY CUSTOMER, ANY EMPLOYEE, CLIENT, GUEST, REPRESENTATIVE, CONTRACTOR, OR SUBCONTRACTOR OF ANY CUSTOMER, OR iv) ANY THIRD PERSON, THAT IS THE RESULT OF ANY SUCH PERSON'S EXPOSURE TO HAZARDOUS MATERIALS OR THAT IS OTHERWISE CAUSED BY A RELEASE OR THREAT OF RELEASE OF HAZARDOUS MATERIALS.

**Storage and Clean-up:**

The Contractor shall maintain, to the Cape Light Compact's satisfaction, all work sites in a clean, neat and safe condition, and shall comply promptly with any instructions from the Cape Light Compact relating thereto. As the work covered by the Contract Documents is completed, the Contractor shall remove from the work sites, to the satisfaction of the Cape Light Compact, all of the Contractor's rubbish, debris, materials, tools and equipment, and if the Contractor fails to do so promptly, the Cape Light Compact may remove the same to any place of storage, or any dumping ground, at the Contractor's risk and expense and without incurring any responsibility to the Contractor for loss, damage or theft. All storage and removal costs thus incurred by the Cape Light Compact shall be deducted from any payment or balance due to the Contractor, and any excess shall be the debt of the Contractor to the Cape Light Compact.

**Records; Audit**

The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of this Contract to the extent and in such detail as shall properly substantiate claims for payment under this Contract. The Contractor agrees that the Cape Light Compact may audit the Contractor's books, records, and other compilations of data associated with the performance of this Contract to ascertain that the payments requested by the Contractor represent the value of the Work. The Contractor agrees to maintain separate expense records for each specified project within and to segregate the costs of the base Work and any authorized change orders. All records shall be kept for a period of seven (7) years commencing on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the retention period, all records shall be retained until the completion of the action and resolution of all issues resulting there from, or until the end of the retention period, whichever is later.