

## **Approved Vendor Application and Agreement**

# **Background**

Oakridge Air offers residents within Oakridge and Westfir the opportunity to upgrade uncertified or polluting woodstoves, add new efficient electric heat, and weatherize their homes. This program is funded under a Targeted Airshed Grant from Environmental Protection Agency (EPA) and implemented through Lane Regional Air Protection Agency (LRAPA). This program will begin in a pilot phase in the Fall/Winter 2020, and end in December 2024, or when all funds are expended. The program will help residents in the area where air quality has been deemed unacceptable by covering the full cost to remove and recycle eligible wood-burning devices and install new qualifying heating devices, as well as to weatherize homes to reduce heating demand. The goal will be that these improvements will permanently improve the air quality in Oakridge to consistently meet national health standards.

## **Program Components**

Oakridge Air provides funding for the following work: wood stove replacement, efficient electric heat installation, and weatherization and minor home repair to achieve the goal of making homes safer, warmer, and more efficient.

#### **Vendors**

Oakridge Air will maintain a list of "Approved Vendors" for eligible homes to select from. Eligible homes must first receive a home audit with a list of recommended upgrades. Oakridge Air will manage the list of participating vendors based on approved applications to the program. Vendors must agree to the requirements in this document and meet applicable licensing requirements in order to be added to the list of approved vendors for the program.

#### **Process**

All homes selected for the program will go through a pre-assessment by the program's third-party auditor, Premium Efficiency. Results of the audit will be provided to the resident and the program managers, who will make recommendations to the resident about program eligibility and available coverage. Once applicants are approved to receive upgrades, they may choose participating vendors from the approved list and will then work with them directly to complete selected work. Most project installations will happen in the following orders: wood heat, electrical heat, and then weatherization to ensure funds are appropriately allocated. All work will be quality assurance (QA) inspected to ensure completion before final payment (retainer) is released. Work site cleanup must be included in any proposed bids.



## A. Vendor Insurance Requirements

Туре	Program Requirements
Commercial General and Umbrella Liability Insurance	\$1,000,000 per occurrence
Commercial Automobile and Commercial Umbrella Liability Insurance	\$500,000 per occurrence
Workers' Compensation Insurance and Employer's Liability.	In accordance with State law
Surety Bond	minimum \$10,000 or as required by CCB license

# **B.** Vendor Licensing and Certification

Туре	Type of Vendor
Residential Contractor License through OR Construction Contractor Board (CCB)	All
Lead Firm Certification	Weatherization, HVAC
EPA Certification-Section 608 Technician to deal with refrigerants	HVAC
Asbestos Awareness Training	Weatherization, HVAC

## C. Contract and Warranty Requirements

Contracts will exist exclusively between the home resident and the contractor. All work performed under these contracts must be warrantied for a minimum of two (2) years.

### D. Subcontractors

Any use of subcontractors shall comply with ORS701.301 and any relevant sections of Oregon Revised Statute Chapter 710.

## **E.** Equipment Selection

Oakridge Air has EPA approved selection parameters for ductless heat pumps focused on



energy efficiency. Stoves must be on the approved Oakridge Air wood stove list to be authorized for installation, though we will consider catalytic and hybrid stoves. This list is currently available upon request and will be posted on the Oakridge Air website. The resident will select which equipment they wish to have installed in the home. Estimates beyond the cost allocations explained below must be justified and approved by Oakridge Air.

### F. Eligible Costs

Basic installation costs are covered without additional justification if the estimate is below the cost cap outlined in Table 1. If additional level-of-effort beyond a basic installation is required, Vendors must provide additional justification with an itemized cost breakdown. Some install components from HVAC and wood heating may be covered by weatherization.

#### G. Work Schedules

All work schedules or customer contracts shall include the following at minimum:

- Identifying/contact Information
- Title and description of the project
- Projected timeline and estimated completion date
- Cost estimate and payment schedule
- Scope of work
- Any change order agreement
- Warranty of parts and labor

## H. Special Requirements for Wood Heating Vendors

Any wood heating device removed by a vendor must be rendered inoperable and destroyed at a scrap recycler. Any resale or transfer of a wood heating device, for the purpose of its reuse, is a violation of the terms of this program.

To document inoperability and destruction, clear, color photographs of the following for every appliance must be provided to Oakridge Air by the vendor for every wood heating device removed:

- a. photograph(s) of the old appliance installed in the home;
- b. photograph(s) of the newly installed appliance; and
- c. photograph(s) of the stove rendered inoperable (e.g., hinges crushed or cut off, holes drilled into the stove).
- d. a copy or scan of the disposal receipt provided from the scrap recycler



#### I. Special Requirements for Weatherization Vendors

Weatherization estimates must follow Bonneville Power Administration Residential Weatherization Specifications as these parameters are our auditor's standard. Reference to these specification parameters must be included in the estimate to be approved by Oakridge Air. Included in these specifications are an installer record and photos. The photos must be provided to document where air sealing has taken place in the attic and crawl space. Photos of the work in progress before sealing, the sealing, the blown-in insulation with a ruler in multiple areas along and an installer card will also be necessary.

#### J. Termination due to noncompliance or error

Noncompliance is any instance or error that results in improper or missing documentation or incomplete work (i.e. work not completed as invoiced, permits processed incorrectly, etc.). Oakridge Air understands that the additional program requirements can lead to unintentional noncompliance or errors; however, multiple instances of noncompliance with EPA requirements must result in termination from the Oakridge Air program. The first instance of error or noncompliance will result in a warning without penalty. A second instance of error or noncompliance of the same type will result in termination. Any third instance of error or noncompliance will result in termination from the approved vendor list for future projects within Oakridge Air

## K. Payment Structure

Vendors must submit contractor invoices to Oakridge Air's EMAIL OR ADDRESS. Invoices are verified by the home heating upgrades coordinator (HHUC) and submitted to LRAPA for payment. LRAPA will issue checks thirty (30) days from receiving the final invoice. Ten percent (10%) of total project invoice shall be retained by LRAPA until final payment for all weatherization work and new stove and HVAC contractors. The retainer requirement may be reviewed and removed after the 6th successful installation (for stove and HVAC work only). After completion of the Work and final audit, provided the Contract is fully performed, subject to the approval by the HHUC, LRAPA shall pay the final 10% payment.



	Table 1 - Res	idential Upgrade Prog	ram Cost	
		Allocations		
	Weatherization**	DHP	Wood Stove	Inspections
Per Residence Cap	\$8,500	\$4,750	\$6,500	\$1,500
Total Homes	145	145	145	145
** Weatherization allocations may cover needed safety upgrades and overages from other parts				

of the program.

After five successful installations without error, Oakridge Air will remove the 10% retainer for HVAC or wood heating installers only. Since we can obtain the permits inspection reports, they will stand as a "temporary audit" on the installs. This allows payment for these initial projects to not be delayed or constrained by the final weatherization projects performed by weatherization vendors before full payment. The 10% retainer is required for all weatherization work.

L. Streamline Payments Actions Taken for Successful Installations



# Application to Participate as a Vendor in the Oakridge Air Program

By signing below, the vendor whose name is set forth below certifies the following to be true:

subcontractors utilized also must meet the requirements to perform the required work (as per Oregon Code §54-918-282-0040).  3)Vendor agrees to all of the terms and conditions described within this Approved Vendor Application and Agreement.  4)Vendor has provided true and accurate information on this agreement and within the attached documents. This form and all required attachments have been submitted with ALL sections completed.  5)Vendor agrees to the payment process and quality assurance process as outlined.  6)Vendor has provided copies of the following documents:  a. Proof of current certifications and CCB Licenses for lead contractor and technicians as required above.  b. Proof of contractor license bond in accordance with Oregon Code §918-282-0040.  c. Proof of current insurance reflecting, at a minimum, the limits detailed within the program overview.  d. IRS W-9  e. Template of company-customer contract.  THIS AGREEMENT shall commence on the date of the final signature included below and continue until December 31, 2024, unless notified in writing otherwise.  Vendor representative:  Signature:  Company:	Initial	each:
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