

INSULATION AND WINDOWS PREFERRED CONTRACTOR PARTICIPATION AGREEMENT



Contractors interested in participating in the Consumers Energy Residential Insulation and Windows Program as a Preferred Contractor should complete the enclosed form.

Please attach a copy of your Certificate of Insurance to this application. Completed applications can be faxed to 517-768-6320, or scanned and emailed to Jose.Goncalves@icfi.com.

Consumers Energy has developed a portfolio of programs that promote energy efficiency and conservation, including rebates, education and services. The Consumers Energy Insulation and Windows Program (the "Program") offers financial incentives to participating homeowners for the installation of qualifying energy-efficient equipment and improvements in eligible residences. The Contractor is participating in the Program implemented by ICF Resources, LLC.

The Program is designed to improve the energy performance, durability, health and safety of existing residential housing in Consumers Energy service territories. Consumers Energy has selected ICF ("Implementer") to implement the Program on its behalf. The objective of the Program is to increase the demand for energy-efficient improvements to insulation and windows, in turn producing long-term electric and natural gas energy savings for Consumers Energy residential customers.

This Participating Contractor Agreement ("Agreement") is between _____
[NAME OF CONTRACTOR] ("Contractor") and Consumers Energy ("Sponsor"). This Agreement sets out the terms and conditions under which Participating Contractors shall participate in the Program. Under this Agreement, Participating Contractors contract with property owners to provide building performance consulting and/or installation services that are in compliance with Program requirements and standards. The Program, in return, agrees to provide technical and marketing support for Participating Contractors.

This Agreement is voluntary and can be terminated at any time for any reason by either the Sponsor or a Participating Contractor with prior written notice from the terminating party to the other party.

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

CONSUMERS ENERGY AGREES TO OFFER THE FOLLOWING:

- Information sessions for Participating Contractors on Program procedures, requirements and qualifying equipment specifications.
- Rebates available to eligible Customers (as funds are available).
- Post-installation verification of Participating Contractors' work, when deemed necessary.
- A Participating Contractor list for Customers once Participating Contractors have met the following requirements: (1) execution of a Contractor Participation Agreement and (2) submittal of documentation of required licenses.
- Support for training for Participating Contractors' staff as approved by the Program.
- Field mentoring and technical assistance to help Participating Contractors achieve success in the Program by delivering high-quality services.
- The opportunity to respond to leads generated from a public awareness campaign.

PARTICIPATING CONTRACTOR AGREES TO PERFORM THE FOLLOWING:

- Follow all directives as outlined in this Agreement.
- For all installations, accurately document equipment details as required on the Consumers Energy Insulation and Windows Program Rebate Application.
- Install equipment meeting or exceeding specifications and/or eligible installations as listed on the Insulation and Windows Application Form. Misrepresentation of installations will not be tolerated. Contractors found in violation of this or any of the terms of the Agreement and/or Policies and Procedures will be subject to removal or restricted Program participation.
- Hold and maintain (1) insurance coverage while participating in the Program and (2) licenses and/or bonds as necessary by the State of Michigan or local jurisdictions, depending upon the specific services offered by the Contractor.
- Install all qualifying equipment and installations for which incentives are provided 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.
- Ensure that Participating Contractor contracts provide the Customer with a written warrant of labor and materials for a minimum of one year from the date the service is performed. Installed equipment shall carry the manufacturer's warranty, including optional extended warranty coverage. Warranty periods shall commence at the time of final acceptance by the Customer and are indicated by the date of the Customer's signature on the Insulation and Windows Rebate Application Form. During this period, the Contractor shall provide replacement materials and the necessary labor (at no additional cost to Consumers Energy or the Customer) to replace defective materials and repair incorrectly operating equipment.
- Maintain accurate business records relating to the installation of qualifying equipment according to customary industry practice for at least two years following installation.
- Be aware that the specific roles, responsibilities, requirements, policies and guidelines of the Program are set forth in the Program Guidebook, which is incorporated in the Participation Agreement by reference as if fully set forth. The Participating Contractor acknowledges receipt of the Program Guidebook and agrees to comply with all of its terms and conditions.
- Shall not knowingly misrepresent any information concerning the Program, its purpose, policies and procedures, or the Contractor's role in the Program or relationship with the Implementer or Sponsor.
- Shall not communicate with the media about the Program without written authorization and coordination with the Implementer and Sponsor.
- Understand that participation in the Program does not constitute an endorsement of any kind on the part of the Implementer or Sponsor. The Participating Contractor shall not state or imply any such endorsement, either directly or indirectly.
- Shall submit all necessary data and support documentation outlined in the Insulation and Windows Preferred Contractor Program Guidebook in order to initiate incentive payments to the Customer for the installation of energy efficiency measures.
- Shall retain all licensures, certifications, training and other requirements as deemed necessary by state law and the Program policies and guidelines, including all relevant documentation pertaining to the installation of the energy efficiency measures. The Participating Contractor will provide immediate access to such documentation to the Implementer or Sponsor upon request. This includes but is not limited to appropriate liability insurance, permits, licensure or certification information, and installed equipment model.
- Understand that Consumers Energy reserves the right to terminate this Participation Agreement at any time due to the Participating Contractor's noncompliance with the Insulation and Windows Preferred Contractor Program Guidelines, state laws or this Participation Agreement. In the event of termination of the Participation Agreement for noncompliance, 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 energy efficiency measures that have previously been installed by the Participating Contractor.

- Commit not to employ as a subcontractor any firm that the Participating Contractor knows to have been suspended or terminated from the Program or any other Sponsor Program without the Sponsor's prior written permission. When hiring a subcontractor, the Participating Contractor will not subcontract for any of the services without the prior written approval of the Implementer and only then upon terms and conditions as the Implementer may require.
- Understand that, in the event of a dispute, each party agrees to have an authorized representative empowered to resolve the dispute and meet for a period of not more than three calendar days to resolve the dispute. Should the dispute resolution be unsuccessful, the matter may be submitted to any court of competent jurisdiction or an alternative dispute resolution panel. No oral or written representation made during the course of any panel proceeding or other settlement negotiation shall constitute a party admission.
- Be aware that Participating Contractors who do not perform at least 10 Insulation and/or Windows qualifying jobs within one year of becoming a participant will be subject to review and possible removal from the Program.
- Agree to allow random field inspections by the Sponsor, the Implementer or its designee of the work that has been performed. The Participating Contractor, upon request from the Sponsor or its Implementer, and at no additional cost to the Customer, shall make reasonable repairs or corrections to the work that the Participating Contractor has performed to bring such work up to Program standards.
- Work with the Customer through the customer complaint resolution process, if a Participating Contractor becomes involved in a dispute with a Customer over business practices. The Sponsor and its Implementer may elect to withhold Program incentives associated with the contract that is subject to the dispute until that time at which the dispute is settled. In any event, the Participating Contractor shall hold harmless the Sponsor and its Implementer from any suit arising from work carried out in conjunction with the Program. The Participating Contractor also shall release and indemnify the Sponsor, its affiliates, successors and the Implementer from and against any and all claims, liabilities, injuries, damages, fees, penalties and assessments arising out of or related to the work performed under the Program by the Participating Contractor.

QUALIFYING EQUIPMENT:

Equipment eligible for incentives must meet the following requirements:

- Be new and of good quality, free from damage or defect
- Be installed as a replacement unit or as part of a remodel in a residential property
- Meet or exceed specifications as outlined on the Rebate Application Form

Confidentiality Agreement: All information that a Participating Contractor submits to the Program, including invoicing data to Consumers Energy, will be kept confidential within the Program and will only be used in aggregate form, as required, by the Michigan Public Services Commission.

Limitation of Liability: IN NO EVENT SHALL CONSUMERS ENERGY 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, the Participating Contractor shall, at its own cost, defend, indemnify and hold harmless Consumers Energy ("Sponsor") and ICF International ("Implementer"), including their officers, directors, employees, agents and successors, from and against any and all liabilities, 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 directly connected with this Agreement or work performed by the Contractor.

The Participating Contractor acknowledges that he/she has read this Participation Agreement, understands it and agrees to be bound by its terms and further agrees that it is the entire Participation Agreement that supersedes all prior understandings, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless it is contained in writing and signed by both the Participating Contractor and Consumers Energy.

ADDENDUM: PARTICIPATION AGREEMENT CHECKLIST

1. In order to obtain Program incentives, every Participating Contractor shall provide a completed W-9 form for its company.
☐ W-9 form
2. As a precondition for activation in the Program, the Participating Contractor shall provide the Program with certification of insurance coverage as follows:

Participating Contractor's Insurance Requirements

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

A. Workers' Compensation Insurance: Statutory Workers' Compensation in accordance with all state and local requirements of the state in which work is to be performed.

B. Employers' Liability Insurance with a minimum occurrence limit of:

- Bodily injury by accident: \$1,000,000 each accident
- Bodily injury by disease: \$1,000,000 policy limit
- Bodily injury by disease: \$1,000,000 each employee

Companies with no employees may be excluded from requirements A and B. If your company has obtained an Exclusion for Workers' Compensation from the state of Michigan, please submit a copy of the approved Notice of Exclusion Form with your enrollment documents.

C. Commercial General Liability Insurance, written on an occurrence basis, including bodily injury, property damage, personal injury, advertising injury, products and completed operations, and contractual liability, in an amount not less than:

- Each occurrence limit: \$1,000,000
- Products/completed operations aggregate limit: \$1,000,000
- Advertising injury and personal injury limit: \$1,000,000
- General aggregate limit: \$2,000,000

D. Business Automobile Liability Insurance with a minimum limit of \$1,000,000 liability for bodily injury and property damage for all owned, rented, leased or hired vehicles used in conjunction with this Agreement

The corresponding coverages held by the Participating Contractor are for the sole use and protection of the Participating Contractor. All coverage obtained and maintained by the Participating Contractor shall be primary to and noncontributory with any and all applicable coverage held by the Implementer or Sponsor. All coverage obtained and maintained by the Participating Contractor shall contain cross-liability coverage and severability of interests language.

Neither the Implementer nor the Sponsor shall be responsible for any deductibles, self-insured retentions and/or waiting periods that may appear in the policies.

The Participating Contractor shall ensure that certificates of insurance are furnished to ICF International, Attn: Consumers Energy Insulation and Windows Preferred Contractor Program, 165 W. Michigan Ave., Lower Level, Jackson, MI 49201 within five business days of execution of this Agreement, and from time to time upon the Implementer's or Sponsor's reasonable request.

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

To the extent permitted by law, the Participating Contractor shall ensure that its insurance carrier(s) waives its rights of subrogation under all above policies. The Participating Contractor shall also ensure that Consumers Energy, its respective subsidiaries and **the agent will be included as additional insured** under the Commercial General Liability and Commercial Automobile policies.

All insurance policies required shall be issued by insurance companies rated at least "A" "VIII" in the most current edition of A.M. Best Guide.

PARTICIPATING CONTRACTOR INFORMATION		
Contact Name:	Tax ID Number:	
Company Name:	License Category (State of Michigan Builders or Alterations):	
Company Address:	License Number (required):	
City:	State:	ZIP:
Telephone:	Fax:	
Email Address (of person to receive Program updates):		
Website:		
Number of Years in Business:		
Please List Any Additional Awards/Certifications:		

ACCEPTANCE

I understand this Participation Agreement constitutes a legal agreement between the Participating Contractor and Consumers Energy to participate in Consumers Energy's Insulation and Windows Preferred Contractor Program. I agree to follow all Program policies and procedures as outlined in the Agreement.

Authorized Company Representative Name:

Title:

Company:

Signature:

Date:

Once this Participation Agreement is complete, please attach along with your application a copy of your:

- ☐ W-9 Form
- ☐ Maintenance and Alterations or Builder's License(s)
- ☐ Certificate of Insurance. Please have your insurance company submit the **Certificate of Insurance**. The certificate holder is to be named as additional insured. The certificate holder is Consumers Energy, and the address below should be used:

Consumers Energy Insulation and Windows Preferred Contractor Program c/o ICF International

Attn: Insulation and Windows Program

165 W. Michigan Ave., Lower Level

Jackson, MI 49201

All program materials should be submitted via one of the following:

Email: Jose.Goncalves@icfi.com

Fax: 517-768-6317

Mail:

Consumers Energy

c/o ICF International

Attn: Insulation and Windows Program

101 North Main Street, Suite 400

Ann Arbor, MI 48104