



# **Clean Energy Improvement Program**

## **Qualified Contractor Terms & Conditions**

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## 1 Definitions

The following terms have the following meanings in these Qualified Contractor Terms and Conditions:

- a) **“Alberta Municipalities”** means the program administrator for the Clean Energy Improvement Program.
- b) **“Applicant”** means a person who has submitted a Contractor Application Form for the purposes of being a Qualified Contractor and added to the Contractor Directory.
- c) **“ASHRAE”** means the American Society of Heating, Refrigerating and Air-Conditioning Engineers.
- d) **“Business Day”** means any day except Saturday, Sunday, or statutory holidays in the Province of Alberta.
- e) **“CEIP”** or **“Program”** means the Clean Energy Improvement Program administered by Alberta Municipalities.
- f) **“Code of Conduct”** or **“Qualified Contractor Code of Conduct”** has the meaning set forth in Section 3 of the Qualified Contractor Code of Conduct and Issue Escalation Framework posted on the CEIP website.
- g) **“Commencement Date”** means the date of the Installation Authorization Notice, issued by Alberta Municipalities to the Property Owner and Qualified Contractor.
- h) **“Contractor Application Form”** means an application form, available on the CEIP website, that must be submitted by an Applicant for consideration by Alberta Municipalities for inclusion in the Contractor Directory.
- i) **“Contractor Directory”** means a list of Qualified Contractors that is established and maintained on the CEIP website.
- j) **“CSA”** means the Canadian Standards Association.
- k) **“Energy Audit Report”** is a report of energy savings estimates for commercial properties adhering to ASHRAE Level 1 or greater guidelines for a commercial building energy audit.
- l) **“ETL”** means Electrical Testing Laboratories.
- m) **“Incidental Cost”** means an amount expended on preparation or upgrading of the Property that is incidental to the clean energy improvement but required for successful execution.
- n) **“Incidental Work”** means only those Services that have a direct Incidental Cost.
- o) **“Installation Authorization Notice”** means the notification provided by Alberta Municipalities to the Property Owner and the Qualified Contractor to authorize the start of Upgrade installations.
- p) **“Issue Escalation Framework”** means Section 4 of the Qualified Contractor Code of Conduct and Issue Escalation Framework posted on the CEIP website.
- q) **“Marketing Guidelines”** means the marketing guidelines posted by Alberta Municipalities on the CEIP website.

- r) **“Municipality”** means a municipality that has passed a clean energy improvement tax bylaw and entered into an agreement with Alberta Municipalities to offer the Program to local Property Owners.
- s) **“NRCan”** means Natural Resources Canada.
- t) **“NRCan Certified Home Energy Evaluation”** or **“Home Energy Evaluation”** means an energy audit adhering to either pre- or post-retrofit version 15 EnerGuide Home Energy Evaluation specifications performed by a certified NRCan Energy Advisor.
- u) **“Personnel”** means all personnel involved in the development and/or provision of Services and/or deliverables by a Qualified Contractor hereunder, whether they are employees, Subcontractors or other agents of the Qualified Contractor engaged in Program-eligible Services.
- v) **“Primary Qualified Contractor”** is the Qualified Contractor who is leading the installation of the Upgrade/s and is the Qualified Contractor responsible for the execution of the Project Agreement.
- w) **“Program Terms and Conditions”** or **“CEIP Terms and Conditions”** means the terms and conditions found on the Program website on the Municipality’s webpage that the Participant must agree and adhere to for participation in the Municipality’s Program.
- x) **“Project”** means the installation of Upgrades at the Property Owner’s Property by the Qualified Contractor/s and any associated Services, as detailed in the Project Application Form.
- y) **“Project Agreement”** means the agreement between Alberta Municipalities, a Qualified Contractor leading the installation of the Upgrade(s) and/or Incidental Work (the **“Primary Qualified Contractor”**) and the Property Owner, which defines the scope of the Project and sets out the terms relating to the Qualified Contractor’s installation of the Upgrades and/or Incidental Work.
- z) **“Project Application Form”** means a form submitted by the Property Owner to Alberta Municipalities, along with Project quotes, which summarizes the Project, including the Upgrades to be installed and the estimated costs associated with the Services to be completed.
- aa) **“Property”** means the residential, non-residential, farm land or not-designated industrial land and premises in Alberta, where the Project is located.
- bb) **“Property Owner”** is a residential, non-residential, farm land or not-designated industrial property owner who applied to the Program and meets the Program eligibility requirements.
- cc) **“Qualified Contractor”** has the meaning set forth in the *Clean Energy Improvements Regulation*, Alta Reg 212/2018, and includes any person providing a service relating to a clean energy improvement and has satisfied the criteria for inclusion in the Contractor Directory and may include contractors (including subcontractors, and subcontractors of subcontractors), service organizations, and commercial energy auditors.
- dd) **“Services”** means all work for the purposes of the Program, including but not limited to Upgrade installations, Incidental Work, compliance processes, feasibility and engineering

- studies, energy audits, and NRCan Certified Home Energy Evaluations provided by a Qualified Contractor.
- ee) **“Subcontractor”** means any Qualified Contractor who has contracted with another Qualified Contractor to deliver Services.
  - ff) **“Substantial Performance”** means the date on which all required approvals of public authorities having jurisdiction over the Upgrade have been obtained and the Upgrade is ready for use or is being used for its intended purpose.
  - gg) **“Supporting Documentation”** means any documentation required by Alberta Municipalities to be collected for each Upgrade, including the quote, work order, proposal and invoice, and technical information about the Upgrade being installed, which may include but is not limited to specification sheets and copies of permits required.
  - hh) **“Terms and Conditions”** or **“Qualified Contractor Terms and Conditions”** means these terms and conditions that govern the inclusion of the Qualified Contractor in the Contractor Directory.
  - ii) **“ULC”** means Underwriters Laboratories of Canada.
  - jj) **“Upgrade”** or **“Clean Energy Improvement”** means an energy-efficiency or renewable energy product or installation that meets minimum eligibility requirements listed on the CEIP website and is included in the eligible upgrades list found on the CEIP website
  - kk) **“Upgrade Completion Form”** means the form completed and submitted by the Property Owner to Alberta Municipalities, along with Project invoices, once the Project has reached Substantial Performance, which lists the final Upgrades installed and the costs associated with the Services completed.
  - ll) **“Upgrade Eligibility Requirements”** means eligibility requirements, including Supporting Documentation required for each Upgrade, as specified on the CEIP website.
  - mm) **“WCB”** or **“WCB-Alberta”** means the Workers’ Compensation Board of Alberta.

## 2 Background

The Clean Energy Improvement Program (CEIP) is a financing program that makes energy efficiency and renewable energy upgrades more accessible to residential, non-residential, and farm land property owners. CEIP allows Property owners to access financing through their Municipality to install eligible Upgrades on their Property. Repayment is facilitated through an added charge to the Property Owner’s regular property tax bill.

An *Act to Enable Clean Energy Improvements* was passed on June 6, 2018. The Act authorizes certain amendments to the *Municipal Government Act*, RSA 2000, c M-26 that allow municipalities to pass a clean energy improvements tax bylaw and make a borrowing to finance Projects and recover costs through the municipal property tax system. The attendant regulation (*Clean Energy Improvements Regulation*, Alta Reg 212/2018) came into force on January 1, 2019. Alberta Municipalities is the provincial administrator of the CEIP.

### 3 Application for Inclusion in the Contractor Directory

All Program Upgrades must be completed by a Qualified Contractor listed in the Contractor Directory. To be considered for inclusion in the Contractor Directory, an Applicant must submit a [Contractor Application Form](#) and agree to be bound by the Terms and Conditions as a condition of its offer being accepted by Alberta Municipalities.

Alberta Municipalities will review the Contractor Application and may, at its sole discretion, provide conditional acceptance of an Applicant, subject to the successful completion of any required onboarding.

Once an Applicant has successfully completed the onboarding required by Alberta Municipalities, Alberta Municipalities will notify the Applicant if they have received final acceptance for inclusion in the Contractor Directory.

Prior to providing any Services, an Applicant must first be accepted as a Qualified Contractor and listed in the Contractor Directory.

### 4 Requirements for Inclusion in the Contractor Directory

#### 4.1 Adherence to Qualified Contractor Code of Conduct, Issue Escalation Framework and Marketing Guidelines

During any period a Qualified Contractor is listed in the Contractor Directory, they must adhere to the Qualified Contractor Code of Conduct, Issue Escalation Framework and Marketing Guidelines, as made available on the CEIP website.

The Qualified Contractor Code of Conduct, Issue Escalation Framework and Marketing Guidelines may be amended from time to time by Alberta Municipalities, by giving thirty (30) days' notice. Alberta Municipalities will notify Qualified Contractors of any amendments to the Qualified Contractor Code of Conduct, Issue Escalation Framework and Marketing Guidelines by posting a notice on the CEIP website. It is a Qualified Contractor's responsibility to go to the CEIP website at least once every month to become aware of any amendments posted.

#### 4.2 Insurance and Workers' Compensation Board

During any period, a Qualified Contractor is listed in the Contractor Directory:

- a) The Qualified Contractor and any Subcontractor must be registered and in good standing with the Workers' Compensation Board of Alberta (WCB-Alberta).
- b) The Qualified Contractor and any Subcontractor performing services for a residential project shall obtain and maintain, at minimum:
  - i. 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 \$2,000,000 for each occurrence.

- ii. Automobile insurance that covers business use with a minimum limit of \$2,000,000 liability for bodily injury and property damage for all owned, rented, leased, or hired vehicles used in the performance of Services.
- c) The Qualified Contractor and any Subcontractor performing services for a non-residential or farm land property - as defined in the *Municipal Government Act*, R.S.A. 2000, c. M-26 - shall obtain and maintain, at minimum:
  - i. 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 \$5,000,000 for each occurrence.
  - ii. Automobile insurance that covers business use with a minimum limit of \$2,000,000 liability for bodily injury and property damage for all owned, rented, leased, or hired vehicles used in the performance of Services.
- d) Errors and omissions insurance for engineering, architectural, accounting, design or other professional Services, in an amount not less than \$1,000,000 per claim insuring its liability resulting from errors and omissions in the performance of Services, if recommended by the applicable professional governing body, or if requested by the property owner.
  - i. This insurance must remain in place for a period of twelve (12) months following the completion or termination of Services and this condition may be satisfied with a twelve (12)-month extended reporting period.
- e) Upon request of either Alberta Municipalities or a Property Owner, the Qualified Contractor shall deliver to Alberta Municipalities or the Property Owner for verification:
  - i. Certificate or WCB-Alberta clearance letter from WCB-Alberta; and
  - ii. Certificate(s) of insurance or other suitable evidence of compliance with the insurance requirements outlined herein.

The insurance coverage held by the Qualified Contractor is for the sole use and protection of the Qualified Contractor. All coverage obtained and maintained by the Qualified Contractor shall be primary to and non-contributory.

#### **4.3 Compliance with All Applicable Laws**

A Qualified Contractor must comply with all applicable federal, provincial, and municipal laws and regulations in the performance of the Services.

A Qualified Contractor understands their obligations under the Consumer Protection Act, RSA 2000, c. C-26.3 and will perform all Services in accordance with the Consumer Protection Act.

#### **4.4 Requirement to Enter into Project Agreement**

Prior to undertaking a Project, the Primary Qualified Contractor is required to execute a Project Agreement. If selected by a Property Owner for a Project, the Primary Qualified Contractor agrees to enter into a Project Agreement with Alberta Municipalities and the Property Owner, in

the format provided by Alberta Municipalities. A Qualified Contractor providing any Services to a Property Owner relating to a Project Agreement, will not enter into any other agreement with the Property Owner for the provision of Services other than for the Services provided under the Project Agreement.

#### 4.5 Electronic Devices

Program-related forms are required to be submitted electronically. The Qualified Contractor and any Personnel must have access to a laptop, tablet or other electronic device and the Internet to complete the Program-related forms for electronic submission.

#### 4.6 Subcontractors

- a) Where any aspect of the Project has been subcontracted to Subcontractors to install or otherwise provide a product for an Upgrade, the Primary Qualified Contractor shall ensure that each Subcontractor:
  - (i) is a Qualified Contractor and is listed in the Contractor Directory;
  - (ii) has provided a manufacturers' warranty in favour of the Property Owner in compliance with s11(2)(a) of the *Clean Energy Improvement Regulation* Alta Reg 212/218; and
  - (iii) has provided a warranty for defects in materials and labour in favour of the Property Owner in compliance with s11(2)(b) of *Clean Energy Improvement Regulation* Alta Reg 212/218.
- b) Every Subcontractor that installs or otherwise provides a product for an Upgrade shall ensure:
  - (i) it is a Qualified Contractor and is listed in the Contractor Directory;
  - (ii) it has provided a manufacturer's warranty in favour of the Property Owner in compliance with s11(2)(a) of the *Clean Energy Improvement Regulation* Alta Reg 212/218; and
  - (iii) has provided a warranty for defects in materials and labour in favour of the Property Owner in compliance with s11(2)(b) of the *Clean Energy Improvement Regulation* Alta Reg 212/218.

## 5 Scope of Services

### 5.1 Qualified Contractors completing Upgrades or Incidental Work

- a) The Qualified Contractor will notify the Property Owner of any Program requirements that must be completed prior to selecting Upgrades and completing the Project Application Form.
- b) The Qualified Contractor must provide the Property Owner with the Supporting Documentation required for each of the Services to be completed by it or its Personnel listed on the Project Application Form. Specific requirements for each Upgrade are detailed in the Upgrade Eligibility Requirements. The Property Owner is responsible for submitting the Project Application Form and all Supporting Documentation to Alberta Municipalities. If



Alberta Municipalities determines additional details are required to confirm eligibility of the Upgrades or Incidental Work, the Qualified Contractor must provide revised Supporting Documentation to the Property Owner for remittance to Alberta Municipalities.

- c) The Qualified Contractor may be required to provide details to verify the Incidental Cost is required for the Upgrade to reach Substantial Performance.
- d) The Qualified Contractor must provide the Property Owner with a quote for all costs associated with the Services to be completed by it or its Personnel. The quote must include a list of all Upgrades or Incidental Work to be installed, and all costs and details associated with each Upgrade or Incidental Work, including all products, labour, and permitting costs required to complete the Services. The Property Owner is responsible for submitting the quote to Alberta Municipalities along with the Project Application Form and all Supporting Documentation.
- e) The Qualified Contractor must provide the Property Owner with the Supporting Documentation required for each of the Services completed by it or its Personnel listed on the Upgrade Completion Form. Specific requirements for each Upgrade are detailed in the Upgrade Eligibility Requirements. The Property Owner is responsible for submitting the Upgrade Completion Form and all Supporting Documentation to Alberta Municipalities. If Alberta Municipalities determines additional details are required to confirm eligibility of the Upgrades or Incidental Work, the Qualified Contractor must provide revised Supporting Documentation to the Property Owner for remittance to Alberta Municipalities.
- f) The Qualified Contractor must provide the Property Owner with an invoice for all costs associated with the Services completed by it or its Personnel. The invoice must include a list of all Upgrades or Incidental Work installed, and all final costs associated with each Upgrade or Incidental Work, including all products, labour, and permitting costs required to complete the Services. The Property Owner is responsible for submitting the invoice(s) to Alberta Municipalities along with the Upgrade Completion Form and all Supporting Documentation.
- g) The Qualified Contractor will assist and support the Property Owner to enter any requested information for each Upgrade or Incidental Work in the Project Application Form and Upgrade Completion Form(s).
- h) The Property Owner and Qualified Contractor may agree to a deposit payment to be paid to the Qualified Contractor upon execution of this Agreement, provided that the Qualified Contractor holds a valid and subsisting Prepaid Contracting Business Licence pursuant to the Consumer Protection Act, R.S.A. 2000, C-26.3.

## **5.2 Qualified Contractors who are NRCAN Energy Advisors and Service Organizations**

Where the Qualified Contractor is performing an NRCAN Certified Home Energy Evaluation, the Qualified Contractor will provide the Property Owner with a quote for all costs associated with the Home Energy Evaluation to be completed, including costs associated with the post-retrofit home energy evaluation. The Property Owner is responsible for paying all costs associated with the Home Energy Evaluation.

### **5.3 Qualified Contractors completing energy audits or feasibility studies on non-residential or farm land Properties**

Where the Qualified Contractor is performing an energy audit or feasibility study on a non-residential or farm land Property, the Qualified Contractor will provide the Property Owner with a quote for all costs associated with the audit or study to be completed, and where required, the costs associated with estimating energy savings and greenhouse gas emissions reductions post Upgrade implementation.

### **5.4 Qualified Contractors completing Upgrades on Commercial Properties**

- a) The Qualified Contractor will support the Property Owner in estimating the energy savings as part of the Project Application Form.
  - i. If the Municipality requires an Energy Audit Report to be submitted with the Project Application Form, the Qualified Contractor will use energy savings estimates from the Energy Audit Report for all Upgrades.
  - ii. If an Energy Audit Report is not required by the Municipality, the Qualified Contractor may be required to use the Technical Workbook to estimate energy savings for each Upgrade unless otherwise specified in the Upgrade Eligibility Requirements.

### **5.5 Project Agreement and Installation Authorization Notice**

- a) Alberta Municipalities will review the Project Application Form and Supporting Documentation, including quotes.
  - i. If the Project Application Form is denied, the Property Owner will receive an email notification from Alberta Municipalities.
  - ii. If the Project Application Form is approved, the Property Owner will receive an email notification from Alberta Municipalities and will receive the Project Agreement for signature.
- b) Once the Property Owner signs the Project Agreement, it will be sent to the Primary Qualified Contractor for signature. When the Primary Qualified Contractor has signed, it will immediately forward the Project Agreement to Alberta Municipalities for final signature.
- c) After the Project Agreement is signed by Alberta Municipalities, the Property Owner, and the Primary Qualified Contractor, Alberta Municipalities will send an Installation Authorization Notice to the Property Owner and the Primary Qualified Contractor via email. The Installation Authorization Notice will indicate that installation of the Upgrade(s) listed on the Project Application Form may begin.
- d) Alberta Municipalities must approve in writing any and all changes to the scope or costs associated with the installation of the Upgrade(s) after the Project Agreement has been signed.

## 6 Upgrade Requirements

All Upgrades must increase the energy efficiency or the use of renewable energy on the Property.

- a) Only Upgrades listed on the CEIP website are eligible for the Program.
- b) Each Upgrade must meet the Upgrade Eligibility Requirements as posted on the CEIP website, including but not limited to meeting minimum equipment specifications, certifications, standards, warranties and Supporting Documentation requirements.
- c) All Upgrades must be new. Upgrades that are used, refurbished, or rebuilt are not eligible.
- d) All Upgrades must meet the Canadian Certification Standards (CCS), as outlined by the Standards Council Canada, for product approval, or equivalent certification by an applicable certification body. CCS includes, but is not limited to ULC, ETL, CSA.

## 7 Representations and Warranties

The Qualified Contractor represents and warrants that:

- a) All information provided as part of the Contractor Application Form is true and accurate and the Qualified Contractor will inform Alberta Municipalities of any material change in the information provided;
- b) The Qualified Contractor and all Personnel will perform any of the Services it undertakes to perform as part of the Program skillfully, competently and without danger to any persons or property;
- c) The Services will be of professional quality, in accordance with professional standards, in strict compliance with these Qualified Contractor Terms and Conditions, the Project Agreement and the applicable CEIP Terms and Conditions required by each Municipality, and free of infringement of any intellectual property rights of any third person or entity; and
- d) The Qualified Contractor will maintain all relevant licenses, permits, approvals and consents required by the federal, provincial, or municipal government, or any other agencies with jurisdiction over the course of Services performed during the Program, including all relevant licenses or permits for Personnel engaged in the fulfilment of Services performed through the Program.
- e) The Qualified Contractor agrees that any Upgrade, product or Service the Qualified Contractor installs or otherwise provides for the purpose of the Project has a manufacturer or supplier's warranty:
  - a. with a warranty period that is consistent with the industry standard, provided that the warranty period is not less than one year and complies with the requirements set out in the Upgrade Eligibility Requirements specified on the Program website, beginning on the date of Substantial Performance; and
  - b. that is transferrable to the Property Owner and any subsequent owner of the Property.
- f) The Qualified Contractor will be responsible for the proper performance of the Upgrade and the Qualified Contractor agrees to provide a warranty for defects in materials and labour for a

reasonable period of time, provided that the warranty period is not less than one year, beginning on the date of Substantial Performance.

- g) The terms of the warranties referenced in Sections 7(e) and 7(f) will be provided by the Qualified Contractor to the Property Owner upon the Property Owner's request and no later than the date of Substantial Performance of the associated Upgrade(s).
- h) The Qualified Contractor agrees to promptly correct, at its own expense, defects or deficiencies in the Project which appear prior to and during the warranty period.

## **8 Liability and Indemnification**

- a) The Qualified Contractor shall indemnify and hold harmless Alberta Municipalities and its directors, officers, employees, representatives and agents, the Government of Alberta, and the Municipality from any and all claims, losses, liabilities, or damages, including legal costs on a solicitor and own client basis and including consequential damages and costs, arising directly or indirectly from the Qualified Contractor being listed on the Contractor Directory or providing Services as part of the Program.
- b) In no event shall Alberta Municipalities be liable to the Qualified Contractor for any consequential, incidental, special reliance or indirect damages arising out of or related to inclusion in the Contractor Directory or Program participation, its cancellation, or any changes thereto whether such claim is based in contract or tort and whether or not the Qualified Contractor has been advised of the possibility of such damages.
- c) The Qualified Contractor, its agents, successors and assigns hereby release and forever discharge Alberta Municipalities from all actions, causes of action, claim, or demands whatsoever arising from acceptance or rejection from the Contractor Directory or the provision of Services as part of the Program.
- d) Each Qualified Contractor waives the right to bring or assert any claim against Alberta Municipalities relating to its registration and status as a Qualified Contractor (including a listing of information) and releases Alberta Municipalities from any and all liability therefore or relating thereto.
- e) Alberta Municipalities makes no assurance that any person or entity will gain additional business or any other business advantage from being a Qualified Contractor.

## **9 Misrepresentation and Compliance**

- a) A Qualified Contractor who provides false, misleading, or incomplete information under the Program forgoes all rights under the Program and may face suspension and/or removal from the Contractor Directory.
- b) Alberta Municipalities will use the Issue Escalation Framework to resolve Qualified Contractor non-compliance issues under the Qualified Contractor Code of Conduct, the Marketing Guidelines posted on the CEIP website, and the Project Agreement.
- c) Alberta Municipalities reserves the right to exercise full discretion to suspend or remove from the Contractor Directory any Qualified Contractor at any time without liability, and by participating in the Contractor Directory, the Qualified Contractor acknowledges and

understands that they shall have no recourse against Alberta Municipalities for such suspension or removal.

- d) Any misrepresentation, fraudulent actions, failure to meet the eligibility criteria, or other breach of these Terms and Conditions, found by Alberta Municipalities or a third-party evaluator through application verification, on-site verification, or any other means, may result in the Qualified Contractor's removal from the Contractor Directory and the Program.

## **10 Removal**

The Qualified Contractor may request to be removed from the Contractor Directory at any time by providing written notice to Alberta Municipalities. Provided that the Qualified Contractor does not have any outstanding obligations under a Project Agreement, Alberta Municipalities will remove the Qualified Contractor from the Contractor Director within thirty (30) days from the receipt of written notice.

The Qualified Contractor may also be removed from the Contractor Directory in accordance with the terms of the Code of Conduct and Issue Escalation Framework.

In addition, Alberta Municipalities may pursue any remedies available to it under the Qualified Contractor Terms and Conditions.

## **11 Agreement**

The Qualified Contractor acknowledges having read, understand, and agree to be bound by, as a condition of being part of the Program and listed on the Contractor Directory, the Qualified Contractor Terms and Conditions.

The Qualified Contractor must ensure that all Personnel adheres to the Qualified Contractor Terms and Conditions.