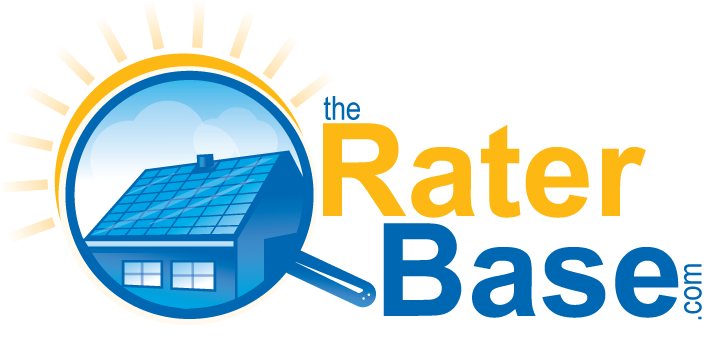
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| Specifications for theRaterBase.com | March 22  2011 | |
| theRaterBase.com will provide Energy Consultants and HERS Raters a solution for project organization and management, while also providing a means of registering projects as required by California’s Title24 regulations. The purpose of this specification is to develop a web-based application for managing and recording the work done by the Compliance Documentation Authors & the HERS Rater. | |  |



**File Notes**

**File Information**

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This document may not be reproduced without the expressed written consent of the author. The information detailed within this document is to be treated as highly Confidential Information. Furthermore, viewing of this document beyond this point is only allowable with acceptance of the Nondisclosure Agreement in Exhibit A. If the viewer chooses not to agree to the Nondisclosure Agreement, this document must be closed and the author must be notified. Failure to do so is prohibited and punishable to the full extent of the law.

**Introduction**

The California Public Utilities Commission (CPUC) and the California Energy Commission (CEC) have initiated a very ambitious program to reduce the energy use in California. The CPUC is directing that rebates and financial incentives be provided for various energy savings programs, with the majority of these programs being overseen by California’s investor owned utility companies (IOU). The CEC is using a staged implementation of performance-based building standards and increasing the energy efficiency requirements for building components and appliances. The major part of the CEC’s plan is a requirement to test and verify the performance of certain building components and appliances, such as the leakage of the air distribution ducts and many other building performance elements.

In order to ensure compliance and prevent cheating, the CEC has developed a system whereby “special inspectors” as given the responsibility to “verify” the performance claims of the builders and contractors. The State has licensed “Home Energy Rating System (HERS) Providers” to train and oversee the special inspectors. These inspectors are called “HERS Raters”.

The HERS Rater will be responsible for verifying performance claims and proposed building assemblies found on the Compliance Documentation Forms, which has been produced by the compliance “Documentation Author”. These forms are generated in order to show how the proposed building is planning to meet the energy code requirements and referred to as “Title24 documents”.

**Overview**

The purpose of this specification is to develop a web-based application for managing and recording the work done by the compliance Documentation Authors & the HERS Raters. This should be developed as three distinct modules of operation, yet share information fluidly between them. Currently the three modules of operation are determined to be: 1) Contact Management, 2) Project Management & 3) reporting.

The primary functions are the following:

* **Level 1 - Contact Management**
  + Typical Customer Relations Manager (CRM) software features.
  + Client Offices will have multiple contacts, each with their own contact information.
  + Contacts have log in access
  + Contacts are categorized as Builder, Contractor, Rater, etc.
  + access privileges filtered by category
* **Level 2 – Project Management**
  + Client offices will have multiple projects, each with assigned contact(s)
  + Creating / tracking of project bids
  + Each project will have 1 or more plans within it
  + Each plan and/or plan option will have detailed tracking of compliance options used.
  + Project summary report showing all of the projects plans / plan options compliance options being used.
  + Importing of “HERS Files” (CSV files) to complete Plan / plan option compliance options
  + Title24 CF1R registration and revision Tracking
  + Third Party Inspection Tracking for HERS, GPR, DOE, LEED, etc.
* **Level 3 - Reporting**
  + TDB

**Explanation of Development Modules:**

**Level 1 - Contact Management**

* Client Offices
  + Office Details
    - Name
    - Division
    - License Number
    - Location
      * Address
      * City
      * State
      * Zip code
    - Main Phone
    - Main Fax
    - Notes
    - Office Contacts
      * Name
        + First Name
        + Middle Initial
        + Last Name
      * Location
        + Address
        + City
        + State
        + Zip code
      * Email Address
      * Office Phone
      * Mobile Phone
      * Fax
      * Birth Date
      * Group
        + Builder
        + Contractor
        + Home Owner
        + Office Staff
        + Rater
      * User Access
        + Username
        + Password
      * Certifications
        + Certification Provider
        + Certification Number
      * Notes
  + Projects
  + Reports

**Level 2 - Project Management**

* Projects
  + Project Information
    - Name
    - Location
      * Address
      * City
      * Zip code
    - Client Office
      * Main Contact
      * Site Contact
    - Enforcement Agency
    - Billing Information
      * Billing Contact
      * Address
      * City
      * Zip code
      * Notes
    - Type
      * Single Family
      * Multi Family
      * Non-Residential
      * AOR/Retrofit
    - Status
      * Bidding
      * Active
      * Inactive
      * On Hold
      * Completed
    - Electric Utility
    - Gas Utility
  + Title24 Compliance
  + Third Party Inspections

**Level 3 - Reporting**

* TDB

**Exhibit A**

**Legal and Copyright notices**

**Basic Nondisclosure Agreement**

This Nondisclosure Agreement (the “Agreement”) is entered into by DuctTesters, Inc (“Disclosing Party”) and the viewer of this document (“Receiving Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

**1. Definition of Confidential Information.** For purposes of this Agreement, “Confidential

Information” shall include all information or material that has or could have commercial value

or other utility in the business in which Disclosing Party is engaged. If Confidential

Information is in written form, the Disclosing Party shall label or stamp the materials with the

word “Confidential” or some similar warning. If Confidential Information is transmitted orally,

the Disclosing Party shall promptly provide a writing indicating that such oral communication

constituted Confidential Information.

**2. Exclusions from Confidential Information.** Receiving Party’s obligations under this

Agreement do not extend to information that is: (a) publicly known at the time of disclosure

or subsequently becomes publicly known through no fault of the Receiving Party; (b)

discovered or created by the Receiving Party before disclosure by Disclosing Party; (c)

learned by the Receiving Party through legitimate means other than from the Disclosing Party

or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing

Party’s prior written approval.

**3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential

Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.

Receiving Party shall carefully restrict access to Confidential Information to employees,

contractors and third parties as is reasonably required and shall require those persons to

sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving

Party shall not, without prior written approval of Disclosing Party, use for Receiving Party’s

own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for

their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving

Party shall return to Disclosing Party any and all records, notes, and other written, printed, or

tangible materials in its possession pertaining to Confidential Information immediately if

Disclosing Party requests it in writing.

**4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination

of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence

shall remain in effect until the Confidential Information no longer qualifies as a trade secret

or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from

this Agreement, whichever occurs first.

**5. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either

party a partner, joint venturer or employee of the other party for any purpose.

**6. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the

remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

**7. Integration.** This Agreement expresses the complete understanding of the parties with

respect to the subject matter and supersedes all prior proposals, agreements, representations

and understandings. This Agreement may not be amended except in a writing signed by

both parties.

**8. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver

of prior or subsequent rights.

This Agreement and each party’s obligations shall be binding on the representatives, assigns

and successors of such party. Each party has signed this Agreement through its authorized

representative.

(Signature)

(Typed or Printed Name)

Date:

(Signature)

(Typed or Printed Name)

Date: