



## Snohomish County PUD Master Trade Ally Agreement

THIS MASTER TRADE ALLY AGREEMENT (this "Agreement") is made and entered into as of the Effective Date defined below by and between Public Utility District No. 1 of Snohomish County (the "PUD") and \_\_\_\_\_ (hereinafter referred to as the "Contractor").

### RECITALS

The PUD operates and funds energy efficiency and renewables programs ("Programs") to meet energy conservation goals or other energy conservation mandates established by law.

In order to encourage customer participation in these Programs, the PUD provides rebates, incentives, and other support to its customers for the energy savings derived from the purchase and installation of Program-compliant measures that improve the energy efficiency of their homes and businesses or which enable the production of renewable energy.

Customers select and enter into direct contracts with contractors who are familiar with Program requirements and who install eligible measures.

The PUD maintains a PUD Trade Ally Network of contractors who meet certain specified criteria and who enter into an agreement with the PUD.

A Contractor who submits a Trade Ally Application and meets certain requirements may become a PUD Registered Trade Ally and may be entitled to certain benefits described herein, per the terms and conditions of this Agreement and any accompanying or subsequently-agreed to Program Riders.

### AGREEMENT

Now, therefore, the parties agree to the following:

#### 1. Participation Criteria

(a) Representations regarding Programs. Contractor represents and warrants to PUD that Contractor is qualified to perform work in the Program(s) indicated on the signature page below. Contractor's designation as a PUD Registered Trade Ally is contingent on Contractor's compliance with and execution of this Agreement as well as Contractor's compliance with and execution of one or more "Program Riders" (or "Riders") containing additional provisions governing those specific Programs. The terms and conditions in each of the Riders are expressly incorporated into this Agreement by reference.

(b) Eligibility. Contractor represents and warrants to PUD that Contractor meets the following criteria as of the date of this Agreement, and covenants to PUD that Contractor will maintain compliance with the following criteria throughout the term of this Agreement:

(i) Contractor has all required licenses, permits, certifications and authorizations for the work they are performing, including but not limited to a valid Washington state contractor license and Washington state business license, as applicable, copies of which must be provided to PUD.

(ii) Contractor has held a valid Certificate of Registration as a contractor issued by the Washington State Department of Labor and Industries under the same business name for no less than the last twenty-four (24) consecutive months.

(iii) Contractor maintains a current Certificate of Coverage from Washington State Department of Labor and Industries as required by law with respect to work related injuries.

(iv) Contractor is properly equipped and financed to be able to participate in the Program and meet its obligations under this Agreement.

(v) Contractor meets the insurance requirements set forth in Section 3 below.

(vi) Contractor has not been removed or withdrawn from the PUD Trade Ally Network within the last twelve (12) months.

Contractor must notify PUD immediately if at any time during the term of this Agreement it does not comply with any of the eligibility criteria set forth above.

(c) Standards. In addition to meeting the eligibility criteria set forth in Section 1(b), Contractor represents and warrants to PUD that Contractor will perform all services:

(i) in a timely, professional and skillful manner, in accordance with the best practices of Contractor's profession;

(ii) with the high level of customer service described in Section 1(d) below;

(iii) in accordance with all applicable federal, state and local laws, codes and ordinances, including all building energy codes and manufacturer specifications, and in compliance with procedures specified by the PUD (when provided) and any other governmental authority, now or hereinafter in effect;

(iv) in accordance with the terms of this Agreement;

(v) in accordance with the applicable Program Riders, each of which is expressly incorporated herein by reference. PUD may amend or supplement a Program Rider and/or any Specifications or requirements at any time at its sole discretion upon notice to Contractor.

(d) Customer Service. Contractor will at all times maintain a high level of customer service and satisfaction during the term of this Agreement. Without limiting the generality of the foregoing, Contractor:

(i) will respond to customers in a timely manner and will provide estimates to customers free of cost;

(ii) will clean the work area to the same or better conditions after any installation or service, and will follow all state and local requirements to ensure proper recycling and/or disposal of debris or waste materials;

(iii) will use its best efforts to perform all Warranty repair work at the earliest opportunity during its normal work schedule and at no additional charge to the customer; provided, however, that if a repair is necessary to provide Customer with hot water, heat, if customer's health or safety is impaired, or if Customer's business operations are disrupted (commercial/industrial Customers only), Contractor will perform the repair within twenty-four (24) hours;

(iv) will not mislead customers or engage in any unfair or deceptive trade practice; and

(v) will attempt in good faith to reconcile any complaints made by customer against the Contractor.

(e) Permitting. Contractor will secure all necessary permits for and comply with all applicable state, county and local laws, building codes and regulations with respect to or relating to any services provided or equipment installed.

(f) Warranty. Contractor warrants that all products used or installed by Contractor will be free from defects in materials and workmanship under normal use and service. Contractor will provide customers with a parts and labor warranty as required by the attached Rider(s). In addition, Contractor will pass to customers all applicable manufacturer's warranties on any equipment.

(h) Rebates & Incentives. If applicable, Contractor will offer to customers any available PUD rebates or incentives on energy efficient services or equipment, in accordance with the process outlined in the Rider(s). Rebates and incentives shall not exceed the total installed measure cost.

## **2. The PUD Trade Ally Network**

(a) Membership in the PUD Trade Ally Network. The PUD maintains a network of contractors who qualify to perform eligible work in its energy efficiency and renewables Programs (the "Trade Ally Network" or "Network"). Requirements for being included in the Network are outlined in this Agreement and in the Rider(s).

(b) Published Lists. For some Programs the PUD publishes a list of the PUD Registered Trade Allies who are approved to work within that Program ("Published List"). The Published List(s) provide PUD customers a list of contractors who have met certain requirements relating to the Program area indicated. Some Programs may not have a Published List, and the Published List(s) may be in print and/or online formats. Once approved as a PUD Registered Trade Ally, a Contractor may be added to the Published List(s) for the Programs selected according to the guidelines outlined on the relevant Program Rider(s).

(c) Remedy. Should the Contractor fail to appear on one or more Published List(s), the PUD will not be subject to liability for such error or omission. The sole remedy of the Contractor is to advise the PUD of the error or omission so that the PUD may take appropriate action when it produces the next Published List(s).

(d) Not an Endorsement. Published Lists are not intended as an endorsement of any Contractor or a warranty as to the quality of any work provided by any Contractor.

### 3. Insurance

(a) Liability Coverage. Without limiting the Contractor's liability under this Agreement, the Contractor shall procure and maintain at Contractor's expense during the term of this Agreement, insurance of the types and minimum amounts specified below:

- I. Commercial General Liability, including completed operations: Bodily Injury / Property Damage - Combined Single Limit- One million dollars each occurrence.
- II. Business Automobile Liability, including coverage for owned and non-owned vehicles: Bodily Injury / Property Damage - Combined Single Limit - One million dollars each occurrence.

(b) Additional Insured. Insurance policies required of the Contractor under this Agreement must list the PUD as an additional insured party provided by an additional insured endorsement, must be satisfactory to the PUD in all respects, and shall provide no less than thirty (30) days prior written notice to the PUD of any change in coverage afforded by the policy or policies, including cancellation thereof. This insurance shall be primary insurance with respect to the interests of the PUD, and any insurance maintained by the PUD is excess and not contributory with this insurance.

(c) Proof of Insurance. Certificates and endorsements evidencing all such required insurance are to be submitted, reviewed, and accepted by the PUD before the Contractor will be included in the PUD Trade Ally Network. Thereafter, upon request, the Contractor shall submit to the PUD certificates, endorsements, and other documentation evidencing continued coverage as required herein.

(d) Subcontractor's Insurance. The Contractor shall require each of its subcontractors to take out and maintain during the life of its subcontract the same insurance coverage required of the Contractor as stated in Section 3 above;

OR

The Contractor's insurance coverage shall also designate the Contractor's assignees and subcontractors as included within the coverage of such insurance.

(e) Notice of Change in Requirements. The PUD will give notice at least thirty (30) days in advance of any change in insurance requirements.

### 4. Verifications & Inspections

PUD may, but shall have no obligation to, inspect and verify the work of the Contractor as part of the rebate or incentive approval process. Any inspections will be solely to determine the Contractor's compliance with this Agreement and with the specifications for the Rider(s).

The PUD's inspection does not in any manner constitute a representation or warranty regarding the habitability of the property, construction methods used, adequacy of materials utilized, safety, or any matters other than compliance with the requirements of the Programs. PUD inspections are not intended to establish or imply any duty on the part of the PUD to discover or report any defects, code violations or hazards of any nature at the premise in which the Measures are installed.

### 5. Independence of Parties

Under this Agreement, the Contractor is provided only a right to participate in PUD Programs subject to the terms and conditions specified in this Agreement or in any Rider. It is expressly understood and agreed that Contractor shall not be deemed to be performing work for, or providing equipment or materials to, the PUD. The Contractor is not an employee, agent, contractor, independent contractor, or in any manner a representative of the PUD.

## **6. Non-Exclusive Agreement**

The Contractor understands and agrees that this is not an exclusive commitment to the Contractor by the PUD and the Contractor acknowledges that the PUD will sign agreements similar to this one with other Contractors. Nothing in this Agreement shall constitute a commitment by the PUD that any customer will request a bid from the Contractor or will enter into a contract with the Contractor.

## **7. Term**

(a) This Agreement shall begin on the date this Agreement is executed by PUD on the signature page below (the "Effective Date") and shall continue until terminated by one or both parties as set forth herein.

(b) PUD may end Contractor's membership in the Network or an individual Program, may terminate in whole or in part the Network or Program(s), or may change Network or Program requirements or benefits, at any time in its sole discretion upon ten (10) calendar days' written notice to Contractor.

(c) If Contractor desires to discontinue participating in the Network or an individual Program, it is free to do so by providing ten (10) calendar days' written notice of its decision to PUD. Opportunities for Contractors to re-apply may be limited and infrequent.

(d) If Contractor is removed by PUD from the Network or from an individual Program, or withdraws from the Network or Program, Contractor will immediately cease to represent itself to the public as a PUD Registered Trade Ally.

## **8. Notice**

Any notice required or permitted to be given under or pursuant to this Agreement shall be in writing and shall be delivered to the other Party either in person, by First Class mail, or with a read-receipt email to its Designated Representative at the address set forth below. Notices delivered in person or by email shall be effective upon delivery. Notices sent by mail shall be effective on the third calendar day after mailing.

If to the PUD:                      Public Utility District No. 1 of Snohomish County, Washington  
2320 California Street, E2  
Box 1107  
Everett, WA 98206-1107  
Attn: District Trade Ally Manager  
Email: [ce@snopud.com](mailto:ce@snopud.com)

If to Contractor:                      As indicated on the signature page to this Agreement.

## **9. Confidentiality**

Contractor may receive Private Customer Information as defined in RCW 19.29A.010(25) and/or Proprietary Customer Information as defined in RCW 19.29A.010(26), which shall be referred to in this Agreement collectively as "PCI." For PCI provided to the Contractor by the PUD, the Contractor shall treat such information as confidential and shall protect such PCI from disclosure. The Contractor agrees not utilize PCI provided to it by the PUD for purposes of marketing services or product offerings to any of the PUD's retail electric customers. The Contractor agrees to use such commercially reasonable care as appropriate to avoid unauthorized access, use, or disclosure of PCI provided by the PUD and to otherwise keep and maintain such PCI strictly confidential. The Contractor shall limit disclosure of such PCI to the PUD and to employees and agents of the Contractor who have a need to know such information in connection with the performance of the Contractor's responsibilities under this Agreement, and only for that purpose, *provided that*, such individuals are made aware of the confidentiality requirements of this section.

The Contractor acknowledges and understands the penalties associated with improper disclosure of PCI under Washington law, including those penalties set forth in RCW 19.29A.100(5)(b) and RCW 19.29A.110(4). The Contractor further acknowledges and understands that Washington law, including RCW 19.29A.110, may restrict the Contractor's use of PCI obtained from sources other than the PUD, including PCI obtained directly from the customer.

The Contractor's responsibility in this agreement to protect PCI provided by the PUD, and not to utilize such PCI for purposes of marketing services or product offerings, shall survive termination of this Agreement and shall remain in full force and effect for so long as Contractor possesses PCI provided to it by the PUD.

#### **10. Indemnity & Hold Harmless**

(a) The Contractor shall indemnify and hold harmless and release the PUD and its commissioners, officers, employees and agents and each of their heirs, personal representatives, successors and assigns from and against any and all liabilities, losses, claims, damages, costs, demands, fines, judgments, penalties, obligations and payments, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) incurred in connection with the performance of either this Agreement or any contract between the Contractor and a customer.

(b) If the injury, loss or damage is caused by, or results from the concurrent negligence of the PUD, its officers, agents and/or employees and the Contractor, its officers, agents and/or employees, the indemnity and hold harmless requirements and obligations of Contractor provided in subsection (a) shall be valid and enforceable only to the extent of the Contractor's negligence.

(c) Solely and expressly for purposes of its duties to indemnify and hold harmless the PUD as set forth above, the Contractor specifically and expressly waives any immunity it might have under the State Industrial Insurance law (RCW Title 51) in the event that a claim is made against the PUD for a death of or injury to any employee of Contractor. THE CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

(d) The PUD's inspection, or results of such inspection(s), of any of Contractor's work and/or services when completed shall not be grounds to avoid any of these covenants of indemnification.

(e) The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## **11. Limitation of Liability**

PUD is not responsible, under any circumstances, for any damages or loss resulting from the removal of Contractor from membership in the PUD Trade Ally Network or from an individual Program, regardless of the reason for removal.

## **12. Assignment & Subcontractors**

This Agreement and the performance of the work hereunder may not be assigned without the prior written consent of the PUD, and any attempted assignment without the required consent shall be void. Any potential assignee, delegate, or subcontractor of the Contractor must at all material times be either registered and bonded as a contractor or licensed and bonded as an electrical contractor by the state of Washington; provided, however, that the Contractor shall remain fully liable and responsible to the PUD and the customer for such assigned, delegated and/or subcontracted work in accordance with the terms and conditions of this Agreement.

## **13. Advertising**

PUD may provide advertising or informational material and other marketing tools directly to Contractor. Contractor will ensure that its use of any PUD materials complies with PUD usage guidelines. Contractor will not use any PUD trademarks, service marks, trade names, proprietary logos and other indicia without the prior written consent of PUD. If PUD authorizes the use of the PUD marks, Contractor shall conform to usage guidelines provided. Upon termination of this Agreement for any reason, Contractor will immediately:

- (a) cease use of PUD Materials;
- (b) take all action required to remove any such reference from all existing advertising or directory listings; and
- (c) deliver to PUD or destroy any PUD materials in Contractor's possession.

Contractor acknowledges that any failure to comply with this Section will subject Contractor to an action for breach of this Agreement and for trademark infringement.

## **14. Non-Waiver**

Failure of the PUD to insist upon strict performance of, or waiver by the PUD of any breach of any of the terms, conditions, or obligations of this Agreement shall not be deemed a waiver of any other term, condition, covenant or obligation, or of any subsequent default or breach of the same or any other term, condition, covenant or obligation herein contained.

## **15. Attorney's Fees**

In any dispute between the PUD and the Contractor, the prevailing party will be entitled to an award of reasonable attorney's fees and costs. Further, Contractor agrees to pay the costs and reasonable attorney's fees incurred by the PUD and/or by any customer in defending against the claims of a supplier or other creditor of Contractor. The foregoing shall not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to the PUD or a customer.



**16. No Kickbacks, Fraud, Etc.**

The Contractor’s bids shall represent offers for work actually to be performed and there shall be no payment for work not performed. Kickbacks, rebates or other non-program benefits from customers, suppliers, subcontractors or others are strictly prohibited and shall be subject to applicable State and Federal law, both criminal and civil. Violation of law with regard to the Programs, violation of Program rules and regulations or failure to perform installations in a workmanlike manner and in compliance with codes or specifications, shall be cause for immediate termination of this Agreement and any Riders by the PUD.

**17. Governing Law and Venue**

The validity, construction, performance and application of this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation shall be in the Superior Court of Snohomish County, Washington.

**18. Non-Discrimination**

(a) During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, political affiliation, and/or the presence of any sensory, mental or physical handicap.

**19. Entire Agreement and Termination of Prior Agreements**

This Agreement constitutes the entire agreement between the parties and terminates and supersedes any and all prior agreements and understandings (whether written or oral) between the parties with respect to the subject matter of this Agreement. Such prior agreements that are hereby terminated and superseded include, but are not limited to, the Solar Installer Agreement and the Energy Efficiency Contractor Agreement (if the PUD and Contractor previously executed such agreements). No modification, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties.

**20. Signature & Acceptance**

Each party hereto represents that it has the authority to enter into this Agreement and by his/her signature below accepts the terms and conditions hereof.

*[Signature Page Follows]*

**Public Utility District No. 1 of Snohomish  
County**

Contractor (legal business name):

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Website: \_\_\_\_\_

Date of  
incorporation: \_\_\_\_\_

dba(s), if  
applicable: \_\_\_\_\_