



RePower Trade Ally Participation Agreement

Welcome! This is the Participation Agreement to become a Trade Ally of the RePower Program. This Participation Agreement, and by incorporation the referenced exhibits, sets forth the terms and conditions under which contractors shall participate in the Program. Conservation Services Group (CSG) will approve or reject this Participation Agreement, and only upon receipt of an Approval Notice will the Applicant become a Trade Ally in the Program. Applicants will need to provide proof of the following to be eligible for the RePower Trade Ally Network:

- Appropriate Building Performance Institute (BPI) certificates
- Completed RePower Trade Ally Participation Agreement
- Additionally insured certificates of automobile liability and commercial general liability with Conservation Services Group, City of Bainbridge Island, Kitsap County, and Washington State University listed as the certificate holders (see page four for complete details on insurance requirements)
- EPA lead safe training certificate and OSHA 10-hour construction safety certificate (see page three for complete details on training requirements)
- Submit all applications, certificates, and questions regarding the RePower Trade Ally Program to Hollie McIntyre (e-mail: hollie.mcintyre@csggrp.com phone: 206.866.0219 fax: 206-780-1545)

Applicant Information

Company Name		Employees	
Business Entity Type			
Contractor's License #		Exp. Date	
WA State Business License Number (UBI #)		Exp. Date	
Business Address	City	State	Zip
Mailing Address	City	State	Zip
Office Phone	Fax	Yrs Under Ownership	
Primary Office Contact		Title	
Email	Office Phone	Cell	
Primary Field Contact		Title	
Email	Office Phone	Cell	

Services Provided

<input type="checkbox"/> Sprayed Foam Insulation	<input type="checkbox"/> Furnaces	<input type="checkbox"/> HomePrint Assessments
<input type="checkbox"/> Batt Insulation	<input type="checkbox"/> Boilers	<input type="checkbox"/> HomePrint Audits
<input type="checkbox"/> Blown Loose Fill Insulation	<input type="checkbox"/> Hydronic /Radiant Systems	<input type="checkbox"/> EPS Audits
<input type="checkbox"/> Air Sealing	<input type="checkbox"/> Tankless Water Heaters	<input type="checkbox"/> General Contracting
<input type="checkbox"/> PTCS Duct Sealing (existing home)	<input type="checkbox"/> Standard Water Heaters	<input type="checkbox"/> Roofing
<input type="checkbox"/> Air-Source Heat Pumps	<input type="checkbox"/> Heat Pump Water Heaters	<input type="checkbox"/> Water Damage
<input type="checkbox"/> Ductless Heat Pumps	<input type="checkbox"/> Solar Water Heaters	<input type="checkbox"/> Ground Water Mitigation
<input type="checkbox"/> Geothermal Heat Pumps	<input type="checkbox"/> Residential Solar PV	<input type="checkbox"/> Crawl Space Vapor Barriers

Summary

Through the U.S. Department of Energy's (DOE) Energy Efficiency and Conservation Block Grant (EECBG) program and the DOE State Energy Program, City of Bainbridge Island, Kitsap County, Washington State University (WSU), and CSG

have been awarded funding to implement energy efficiency programs within Kitsap County. To simplify participation and to make the best use of the grant funds, the grant recipients are working together under the name RePower. RePower will operate similar energy efficiency campaigns in Bremerton, Bainbridge Island, and the greater Kitsap County area. The overarching goal of this program is improve the energy efficiency of 2,000 homes by 15% or more. To achieve this goal Repower staff will offer free home energy assessments, contractor referrals, contractor training, homeowner education, local marketing, and rebates for specific home improvements. Residential energy efficiency upgrades will be completed by a group of local, qualified contractors known as Trade Allies.

Trade Ally Benefits

Under this Agreement, contractors who participate in the RePower Program (hereafter 'Trade Allies') contract with property owners to provide building performance services and agree to meet the RePower Program requirements and standards in doing so. Trade Ally benefits include:

- 1. Referrals to Customers:** Over the course of the RePower Program, we anticipate approximately five thousand home energy assessments will be completed in Kitsap County with the intent of identifying potential energy saving home improvements and providing referrals to local qualified contractors. Only Trade Allies will be referred during home energy assessments provided by the RePower Program. Referrals will be made to Trade Allies based on qualifications and performance: the program will make every effort to ensure that all Trade Allies receive referrals, but preference in the award of referrals will be given to Trade Allies that meet higher standards of technical and workforce accreditation and certification and to Trade Allies that demonstrate superior performance in the areas of work quality and customer service.
- 2. Promotion on the RePower Website:** Trade Allies will be listed on the RePower website as a preferred contractor of the RePower Program so that local homeowners know that a Trade Ally is a contractor who has the appropriate training to provide energy saving home improvements and assist them with applicable rebates, loans, and tax credits.

Trade Ally Requirements

By executing this Participation Agreement, the Trade Ally agrees to play an active role in the RePower Program by providing high quality building performance services to homeowners participating in the RePower Program. As a condition of participating in the RePower Program and accessing RePower Program benefits, the Trade Ally agrees that:

- 1. Trade Ally Shall Properly Respond to Program Referrals:** Trade Ally shall accept referrals from the RePower Program and shall provide services to these referrals in accordance with the RePower Program guidelines and this agreement. Trade Ally recognizes that referrals received from the RePower Program constitute a RePower Program benefit and that the Trade Ally shall make every effort to pursue these referrals in a timely fashion. If the Trade Ally fails to properly respond to a referral within three business days, the referral may be offered to another Trade Ally.
- 2. Trade Ally Shall Be Active in the Program:** Trade Ally agrees to submit a minimum of three energy efficiency upgrades per quarter through the Grant Reporting Template. Trade Ally further agrees to be a customer resource for local rebate and financing options relating to their trade, and attend regular Program status meetings to be scheduled not more frequently than once every 90 days. The time, date and location of these meetings will be announced no later than 30 days prior to each meeting.
- 3. Trade Ally Shall Assist with U.S. Department of Energy Data Collection and Reporting Requirements:** Trade Ally agrees to report required data, including information on each job completed and each new employee hired during the RePower Program in the **RePower Grant Reporting Template** provided in **Exhibit A**. Such reports are used to measure the effectiveness of the RePower Program by the grantor and shall be due once monthly, not later than the 10th of each month for all jobs completed and employees hired in the previous calendar month. Failure to file required reports may subject Trade Ally to corrective action including, but not limited to, suspension or termination from eligibility to participate in the RePower Program.

4. **Name and Logo Use:** Trade Ally agrees to allow their company's name to appear on the Trade Ally list on the RePower Program website and on other RePower Program marketing materials that may be developed for the RePower Program. The use of the RePower Program, CSG's or any other RePower Program partner's name or logo by Trade Ally shall be approved and authorized in writing, prior to use, by CSG.
5. **Training and Certifications:** Trade Ally agrees to meet all safety and technical training requirements of the RePower Program. All contractors performing work under the RePower Program shall be EPA Lead-Safe Certified and shall have successfully completed the OSHA 10-hour construction safety training. The RePower Program will use the national technical standards established by the Building Performance Institute (BPI) as a benchmark for the trade ally network. The following technical certifications are required based on the trade ally's chosen field of work:
 - **Building Analyst Workforce.** Trade Allies offering home energy audits as a service are required to have a BPI certified Building Analyst directing each audit, and shall attend a two-day training available through Washington State University Extension Program on the Energy Performance Score audit tool being used for the RePower Program. Building Analyst shall also provide one additional service (i.e. air sealing) to be eligible as a Trade Ally for the RePower Trade Ally Program.
 - **Weatherization Professional Workforce.** Trade Allies offering weatherization services (i.e. insulation) are required to have a BPI Certified Envelope Professional or a comparable certificate holder performing or directing each job. Trade Allies offering weatherization services have until December 31, 2011 to meet this trade specific training requirement.
 - **Heating Professional Workforce.** Trade Allies offering heating system services (i.e. space and water heating upgrades) are required to have an electrical contractor's license at the time of application and a BPI Certified Heating Professional or a comparable certificate holder performing or directing each job by December 31, 2011.

For all Trade Allies, evidence of required trainings shall be provided to the RePower Program in the form of certificates during the application process. Trade Allies lacking the trade specific training requirements of the RePower Program may subcontract with or hire an accredited contractor who meets the training requirements of the program. Trade Allies shall maintain all certifications claimed, and shall notify the RePower Program if any relevant certification changes. Training requirements for Trade Allies may be added or changed at anytime during the life of the Program.

6. **Warranty of Labor and Materials:** Trade Ally shall provide the customer with a written warranty on labor, equipment, and materials for a minimum of one year from the date the service is performed. Equipment (or 'materials') installed shall carry manufacturer's warranty, including optional extended warranty coverage
7. **Quality Control:** Trade Ally is subject to quality control (QC) inspections by CSG for work relating to the RePower Program. If the quality of work is deemed to be insufficient during a QC inspection, Trade Ally shall be required to make improvements suggested by CSG within 10 business days of written notification. Please see full **RePower Quality Control Summary** provided in *Exhibit B* and the **RePower Problem Response Procedures** provided in *Exhibit C*.
8. **Combustion Safety:** For jobs where air sealing or duct sealing is requested, Trade Ally is required to conduct combustion safety testing prior to and following the work. In cases where the pre-test indicates existing or possible problems, work shall not proceed without a remediation plan in place; costs of which shall be disclosed to the customer. In the case of a failed test following air sealing or duct sealing work, remediation is required at no additional cost to customer.
9. **Law Compliance:** Trade Ally shall maintain any relevant licenses required by federal, state, county, or municipal governments or any other agencies for work in the trades undertaken in the RePower Program. Trade Ally shall abide by all local, state, and federal guidelines, applicable laws, building codes, and regulations and perform work in accordance with the RePower Program's materials and installation standards.

- 10. Insurance Requirements:** Trade Ally shall procure and maintain, at its expense, the following insurance coverage that shall continue in effect for all claims arising during the term of this Participation Agreement:
- a. Worker's Compensation as required by applicable statutory code for all applicable federal and state laws. Employers Liability Insurance at a minimum of \$1,000,000 per accident for bodily injury and \$1,000,000 per employee/aggregate for disease. Trade Ally and its underwriter shall waive all rights of subrogation against CSG, City of Bainbridge Island, Kitsap County, and WSU. CSG, City of Bainbridge Island, Kitsap County, and WSU shall be named as additional insured.
 - b. Comprehensive General Liability Insurance with a minimum combined single limit per occurrence and in the aggregate of \$1,000,000. Such insurance shall be primary as respects CSG over any other insurance available to CSG. Trade Ally and its underwriter shall name CSG, City of Bainbridge Island, Kitsap County, and WSU as additional insured and waive all rights of subrogation against CSG, City of Bainbridge Island, Kitsap County, and WSU.
 - c. Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment, in amounts satisfactory to CSG, minimum combined single limit per occurrence and in the aggregate of \$1,000,000.

Participating Contractor shall furnish CSG with certificate or policies, satisfactory to CSG, evidencing that above insurance is in force. No such policy shall be cancelable or subject to material change except after thirty (30) days prior written notice to CSG. Any certificate furnished to CSG shall recite such provisions. When CSG, City of Bainbridge Island, Kitsap County, and WSU are listed as additionally insured, the certificate holders shall be listed as follows:

Conservation Services Group 50 Washington St Westborough, MA, 01581	City of Bainbridge Island 280 Madison Ave N Bainbridge Island, WA 98110	Kitsap County 614 Division St. MS-4 Port Orchard, WA 98336	Washington State University 905 Plum Street SE, PO Box 43165 Olympia, WA 98504-3165
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- 11. Indemnification and Hold Harmless:** Trade Ally and Trade Ally's subcontractors agree to indemnify, reimburse, defend and hold harmless CSG, City of Bainbridge Island, Kitsap County, and WSU their affiliates, and the respective officers, officials, directors, and employees of each, from and against any and all claims, risks, loss, expense, damages, demands, costs, suits, judgments, and attorney's fees of any kind, whether tangible or intangible, arising from, in connection with, or in any way relating to any of the following:
- a. Acts or omissions of Trade Ally, its employees, agents, or subcontractors in the performance or nonperformance of services as part of the RePower Program including, but not limited to, those that cause bodily injury or death or physical damage to tangible property;
 - b. Trade Ally's breach of its obligations regarding Confidential Information;
 - c. Any theft or other misappropriation of CSG's information, property or funds by Trade Ally; and
 - d. Any non-compliance with federal, state, or local laws.

Trade Ally hereby assumes all risk of damage to its property, or injury to its officers, directors, agents, employees, or invitees, related to performance of work as part of the RePower Program and from any cause, and hereby waives all claims against CSG, City of Bainbridge Island, Kitsap County, and WSU.

- 12. Limited Liability:** CSG's liability in connection with the RePower Program and Trade Ally shall be limited to the payment of monetary incentives. Under no circumstances shall CSG be liable to Trade Ally for any further amounts under any legal theory including any special, consequential, incidental, or indirect damages in connection with their work for the RePower Program or otherwise.
- 13. Contractor Performance:** Trade Ally shall hire employees who are fully capable and qualified to perform the services offered by their company. Trade Ally shall be fully responsible for the performance of their employees, subcontractors, and/or any other person or entity performing services for the Trade Ally. Trade Ally shall not delegate or subcontract performance of any services to any other person or entity without prior written consent of CSG. Trade Ally shall ensure that all its subcontractors that have been approved by CSG are adequately licensed, bonded, and insured and comply with all program requirements. Trade Ally shall not employ as a subcontractor any firm that has been suspended or terminated from the RePower Program without CSG's written permission.

- 14. Independent Contractor:** Trade Ally shall properly represent the relationship of the Trade Ally to CSG as an independent contractor participating in the RePower Program; that listing on RePower Program materials and website does not constitute an endorsement of the Trade Ally by CSG; and that the Trade Ally is not an employee, agent, partner, or representative of, or under contract to, the RePower Program or CSG. Trade Ally shall NOT represent its business as working for, approved by, or certified by U.S. Department of Energy, CSG, City of Bainbridge Island, Kitsap County, or WSU. Trade Ally has no power or right to bind CSG or RePower Program or act on its behalf when dealing with customers or third parties.
- 15. Contractor Removal:** This Participation Agreement is completely voluntary and can be terminated at any time for any reason without penalty by either CSG or Trade Ally. Trade Ally shall notify CSG in writing of its decision to end participation. CSG will use the guidelines provided in the **RePower Problem Response Procedures** in **Exhibit C** for the removal of any Trade Ally.
- 16. Incorporation by Reference:** In addition to the terms and conditions of this **RePower Trade Ally Participation Agreement**, all installation specifications set forth in the **RePower Weatherization Specifications Manual**, reporting requirements outlined in **Exhibit A - RePower Grant Reporting Template** and all requirements of **Exhibit B - RePower Quality Control Procedures** and **Exhibit C - RePower Problem Response Procedures** are hereby agreed to and incorporated by reference.

The provisions in this Participation Agreement are effective as of the date of approval by CSG. Trade Ally will be subject to all program-specific terms and conditions for participation. Approval will begin on the date of the Program's approval and will expire on December 31, 2013, unless terminated beforehand in accordance with this agreement.

By signing this Participation Agreement, I represent that (i) I am duly authorized to submit this Participation Agreement on behalf of the company identified in this Participation Agreement; (ii) I certify, under the penalties of law that the statements made on this Participation Agreement have been examined by me and are true, accurate, and complete; (iii) I have read this Participation Agreement, including all supporting policies described or referenced therein, in its entirety; (iv) I understand and accept the terms and conditions and all requirements contained in this Participation Agreement, including flow down requirements to all subcontractors, and all supporting policies described or referenced therein; (v) I understand that by signing this Participation Agreement, I consent to any other inquiry to verify or confirm the information I have given; and (vi) I further understand and accept that approval or rejection of this Participation Agreement is in the sole discretion of CSG and that only upon receipt of any Approval Notice will the contractor be a Trade Ally in the Program.

Applicant

Conservation Services Group

Signature of Authorized Representative

Signature of Authorized Representative

Print Name & Title

Print Name & Title

Date

Date

Please direct all correspondence to:



400 Winslow Way, Suite 210, Bainbridge Island WA 98110
Fax: 206.780.1545 Phone: 877.741.4340