

Trade Professional Participation Agreement for 2025

Southern California Edison (SCE) has contracted with Willdan Energy Solutions (Willdan) to develop, implement, and offer the Commercial Energy Efficiency Program (the Program) to eligible SCE Customers. The Program is funded by California utility ratepayers under the auspices of SCE and the California Public Utilities Commission (CPUC).

Supersede. This Trade Professional Participation Agreement for 2025, Revised 03/04/2025 shall supersede and entirely replace the Trade Professional Participation Agreement for 2025, Revision 12/31/2024 and any and all oral or written understandings regarding the Trade Professional Participation Agreement. See the bottom left corner in each document for the revision ("Rev.") date.

Definition of Trade Professional. "Trade Professional" is defined as a manufacturer, distributor, mechanical/electrical contractor, trade organization, or other entity that is hired by SCE Customers to install projects that may be eligible for the Program's benefits and incentives. Trade Professional will receive the benefits described in this Agreement. Trade Professional is not hired by Willdan and will not be compensated by Willdan under this Agreement, except for Benefit #1 below.

If Trade Professional wishes to be hired by Willdan as an Installer, Channel Partner, or Subcontractor, Trade Professional must sign a separate Subcontractor Agreement with Willdan.

Incentive Reservation Terms. SCE Customer incentives will be reserved on the SCE Customer's behalf for a period of 60 days commencing the date of the SCE Customer's signature of the Customer Implementer Agreement (CIA). For 120-gallon Heat Pump Water Heater (HPWH) projects, all incentives reserved will expire on 08/01/2025. To maintain said reservations, project installations must be complete and post-installation documentation must be provided to Willdan by 08/01/2025 (see "Supporting Projects" section below). Upon request, extensions may be allowed (in writing) by Willdan on a case-by-case basis.

Benefits. Trade Professional participating in the Program under this Agreement may:

1. Receive incentives directly from Willdan, when authorized by the SCE Customer(s). SCE Customer(s) may elect to have their incentive(s) paid to Trade Professional in the appropriate section of the Customer-Implementer Agreement (CIA), which requires the SCE Customer's signature. This election directs Willdan to pay the incentive to Trade Professional, rather than the SCE Customer.
2. Have their logo displayed on the Program website.
3. Receive up-to-date information from Willdan regarding the Program, incentive offerings, and the Program initiatives.
4. Participate in Program-related training and education.
5. Identify themselves as an "Approved Trade Professional".
6. Engage in Program marketing and SCE Customer education with Willdan's express written approval.

Supporting Projects. Trade Professional agrees to make reasonable efforts to support the project installation, as well as the submission and approval of the Post-Installation Package that Willdan completes on behalf of the SCE Customer. This support includes:

- maintaining licenses as required by the California License Board, local jurisdictions, and the SCE Customer;
- maintaining minimum insurance requirements as required by the SCE Customer. Trade Professional must obtain any and all insurance requirements from the SCE Customer and provide Certificates of Insurance to the SCE Customer;
- following all applicable permit laws required by authority(ies) having jurisdiction (AHJ) for the measures being installed;
- following manufacturer specifications and/or recommendations when installing new equipment;
- following measure checklists (provided by Willdan) to ensure the project meets the Program requirements for submission to SCE;
- following guidelines, requirement, and restrictions stated within, and providing the required documents listed in, the “Rebate Submission Guide” provided by Willdan, which is a separate document incorporated into this Agreement by reference. Trade Professional understands that the Project Document Checklist may change with or without notice pursuant to changing requirements as determined by Willdan, SCE, and/or the CPUC;
- attending weekly (or otherwise mutually agreed upon cadence) project-update meetings in which Trade Professional provides Willdan with project-by-project updates and status updates including installation timelines, issues/delays of projects, permit application processes, and other relevant topics; Trade Professional shall make reasonable attempts to attend all meetings and/or make reasonable efforts to provide ample notice if a meeting needs to be canceled/rescheduled; and
- attending periodic meetings during which Willdan will provide updates on any changes to program requirements, workpaper measure package requirements, utility checklists, etc.

Trade Professional understands that failure to support the project in any of the ways listed above may delay Willdan’s submittal of the project to SCE, may prevent Willdan from submitting the project to SCE entirely, and/or may prevent SCE from approving the final incentive. Incentive amounts will be voided and will not be honored or paid by Willdan if a project cannot be submitted to and/or approved by SCE.

When permit(s) is/are required by any AHJ, proof(s) of permit closure is/are required to receive incentive payment. Proof(s) of permit closure must be submitted by the Trade Professional to Willdan within 60 days of construction completion. Failure to provide the required proof(s) of permit closure may result in the cancelation of any corresponding incentive reservation(s).

Invoice Terms. For projects where the SCE Customer authorizes Willdan to pay incentive(s) directly to a Trade Professional (Benefit #1 above), upon project approval by SCE, Trade Professional shall invoice Willdan for the incentive dollar amount applicable to the final scope of work approved by SCE. If permit(s) is/are required, Trade Professional shall provide Willdan proof(s) of permit closure. To be eligible for payment, Trade Professional must provide Willdan with an executed IRS Form W-9. If electronic payments are preferred, Trade Professional must complete Willdan’s ACH / Direct Deposit Authorization Agreement (and provide a copy of a voided check), which is available upon request.

Willdan’s invoice template (or a comparable equivalent) must include:

- “Bill to” Willdan’s attention
- Invoice number
- Installation site name, address, and store number (if applicable)
- APP ID number (provided by Willdan)

- Final incentive as the amount due

Invoices will be paid within 15 days from the last of 1) receipt of proper invoice, 2) final project approval by SCE, and 3) receipt of proof(s) of permit closure.

The invoice number must be unique for each project. If a project is canceled, Trade Professional shall not “recycle” that invoice number for a different project.

Participation Limits. Program rules and incentives, including the suspension or expiration of a measure, may change with little or no notice. Trade Professional shall be responsible for consulting with the Program team for current, up-to-date information on available eligible measures, incentives, incentive limitations, and qualifying criteria.

Trade Professional Code of Conduct. To participate in the Program, Trade Professional agrees to:

1. Properly represent to SCE Customers the nature of Trade Professional’s role in helping provide Program services. Trade Professional shall represent to SCE Customers that such services are provided pursuant to the Program by Trade Professional alone, and not by SCE or Willdan. Trade Professional additionally agrees that they:
 - a. Shall not state or in any way imply to SCE Customers or any person (verbally or in writing), that Trade Professional, or any representative of Trade Professional, is employed by or working on behalf of Willdan or SCE.
 - b. Shall not represent to SCE Customers that Willdan or SCE endorses any specific product(s) or service(s).
2. Provide SCE Customers with project information and documentation that is true and accurate. Trade Professional shall consult with Willdan regarding incentive availability, eligibility requirements, and required application documentation. Trade Professional must provide a clear and correct explanation to SCE Customers about the process of participating in the Program.
3. Comply with all applicable local, state, and federal laws and license requirements when performing project installations and related functions.
4. Acknowledge that neither Willdan nor SCE is responsible for resolving any disputes between the SCE Customer and Trade Professional.
5. Be responsible for all necessary training required to participate in the Program. From time to time, Willdan may require Trade Professional to attend a particular training.
6. Notify Willdan in writing within three (3) business days if/when Trade Professional is disciplined or suspended by a state or local licensing board responsible for licensing Trade Professional. Failure to notify Willdan in a timely manner may result in Trade Professional’s termination from the Program.

Trade Professional Infractions and/or Violations.

1. **Misrepresentation of Role/Relationship with Willdan:** Trade Professional shall not use the Willdan or SCE names or logos in any promotional literature, advertisements, or writing of any kind without explicit written authorization. This prohibition includes, but is not limited to, Trade Professional stating in writing or verbally that Trade Professional is an agent for Willdan or SCE or is otherwise “approved” by Willdan or SCE.

2. **Misrepresentation of the Program:** Trade Professional shall not misrepresent the Program to an SCE Customer including, but not limited to, guaranteeing energy savings, incentive payment(s), etc.
3. **Quality of Work/SCE Customer Complaints:** Trade Professional shall be responsible for resolving all SCE Customer complaints arising from Trade Professional's actions. Willdan may, in its sole discretion, terminate the participation of any Trade Professional upon receipt of SCE Customer complaints.

Term, Termination, and Suspension. Subject to this Agreement, Trade Professional shall remain an active Trade Professional unless Willdan notifies Trade Professional in writing that Trade Professional is no longer eligible as set forth in this Agreement. In addition, Willdan reserves the right to immediately limit, suspend, or terminate Trade Professional's participation in the Program if, in Willdan's sole discretion, Trade Professional had violated this Agreement. Willdan, at its option, may maintain a log of SCE Customer complaints, issues, and other instances of breach of this Agreement. Willdan has no obligation to maintain, expand, or continue this Trade Professional agreement.

California Public Utilities Commission (CPUC) Authority. The Program, this Agreement, and all documents referenced herein are subject to changes or modifications by the CPUC. Willdan will use reasonable efforts to provide written notification to Trade Professional of such changes or modifications. Trade Professional understands that the CPUC may commence an investigation or other regulatory proceeding in connection with the Program and/or this Agreement. Trade Professional agrees to cooperate with any such investigation or proceeding for a period of five years, commencing on the date this Agreement terminates.

Confidential SCE Customer Data. While Trade Professional may obtain confidential SCE Customer data directly from an SCE Customer, that data shall not be transferred to any other business or entity (except Willdan) under any circumstances. Trade Professional agrees that it shall take information security and protection measures consistent with industry best practices, as such practices evolve and improve during the term of this Agreement. Willdan is not responsible for the security and protection of data obtained by Trade Professional. Trade Professional further agrees to defend, indemnify, and hold harmless Willdan and SCE for any claims, incidents, suits, demands, actions, judgments, expenses, and costs (including reasonable attorneys' fees) related to SCE Customer data obtained by Trade Professional.

Safety. Trade Professional shall notify Willdan of any and all safety incidents that occur on an SCE Customer site including the following: First-Aid incidents, injuries above First Aid, Close Call, Safety Violations, Vehicle Accidents, or Property Damage. Trade Professional shall:

1. Use suitable precautions to prevent injury to employees or others at SCE Customer sites and shall comply with all safety regulations required by the Occupational Safety and Health Administration ("OSHA").
2. Abide by all applicable federal and state OSHA requirements and other applicable federal, state, and local rules, regulations, codes, and ordinances to safeguard persons and property from injury or damage.
3. Have in place an effective Injury and Illness Prevention Program that meets the requirements of all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code.

Violations of the above-mentioned guidelines may result in suspension or termination of this Agreement.

Indemnification. Trade Professional shall defend, indemnify, and hold harmless Willdan and SCE, their current and future parent company, subsidiaries, affiliates, and their respective directors, officers, managers, shareholders, employees, agents, and representatives (each, Willdan Indemnified Party), from and against any claims, suits, actions, judgments, losses, expenses, costs (including reasonable attorneys' fees), damages, demands, and liability (legal, contractual, or otherwise) that a Willdan Indemnified Party may incur as it relates to Trade Professional's obligations under this Agreement and that arise out of or in connection with any third-party claim that alleges Trade Professional's:

- (i) failure to comply with any applicable local, state, or federal law, statutes, ordinance, rules, or regulation, including environmental laws or regulations or strict liability imposed by any laws and regulations;
- (ii) material breach of any provision, warranty, or representation of this Agreement or breach of any applicable term and condition of the relevant Program;
- (iii) violation of intellectual property or other proprietary rights as a consequence of a Willdan Indemnified Party's authorized use of any artwork, logo, trademark, trade name, or copyright provided by Trade Professional pursuant to this Agreement;
- (iv) act of omission or commission, or such as an act of its employees or authorized agents, which results in (a) injury to or death of persons or (b) injury to property or other right or interest of any person or any SCE Customer or (c) financial harm to any person or any SCE Customer;
- (v) making false or misleading statements or representations pertaining to the Program; or
- (vi) failure to comply with any obligation in the Confidential SCE Customer Data section of this Agreement.

Waiver of Damages. Trade Professional acknowledges and agrees that Willdan is not liable to Trade Professional for any losses or damages, including incidental or consequential damages, arising from this Agreement. Furthermore, Willdan makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system, or appliance installed pursuant to this Agreement, and expressly disclaims any such representation, warranty, or liability. In the event that the Program is terminated, or that Trade Professional is no longer an eligible Trade Professional, Trade Professional will not be entitled to any payment for lost or anticipated profits or overhead on forecasted levels of sales. WILLDAN SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT.

Compliance with Laws. Trade Professional agrees to comply with all federal, state, and local laws, ordinances, rules, orders, and regulations which apply to its actions under this Agreement and the Program.

Governing Law, Jurisdiction, and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of California, without reference to its conflicts of law principles. Trade Professional irrevocably consents to the jurisdiction of the state and federal courts located in the State of California in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.



Inspections. Some projects and measures eligible for incentives under the Program may require one or more pre- and/or post-installation inspections. For some projects and measures, all installations of that measure may require one or more inspections, and other projects and measures may be selected for one or more inspections at random (either by Willdan or SCE). Trade Professional agrees to inform SCE Customers of possible inspection requirements and to make reasonable efforts with SCE Customers to coordinate the inspection upon Willdan's request. At SCE's sole discretion, SCE may initiate the inspection coordination directly with the SCE Customer. Upon Willdan's request, Trade Professional agrees to attend post-inspection(s) on site and in person with the SCE Customer, Willdan, and/or SCE.

Double Dipping. Trade Professional certifies that it and/or the customer have not received and will not receive any incentive payments for the same product, equipment, or service at the same premises from more than one California investor-owned utility or third-party energy efficiency program offering incentive(s) for the same product, equipment, or service funded with CPUC Public Purpose Program surcharges within a five-year period.

Amendment. No amendment, change, or modification of this Agreement or any of the terms, conditions, or provisions hereof shall be effective unless duly embodied in a written instrument signed by the duly authorized representative of Willdan and Trade Professional.

Duration. This Agreement is valid as of the date executed (below) and will automatically be terminated with no notice required on December 31, 2025.

Signatory:

I, _____, _____ of _____,
Print Name *Print Title* *Print Company (Trade Professional)*

dated _____, declare that I am authorized to execute this Agreement, and that I have authority to bind Trade Professional, including anyone working for the company that will facilitate SCE Customer participation in the Program, to the terms and conditions of this Agreement and of the Program.

Signature _____