

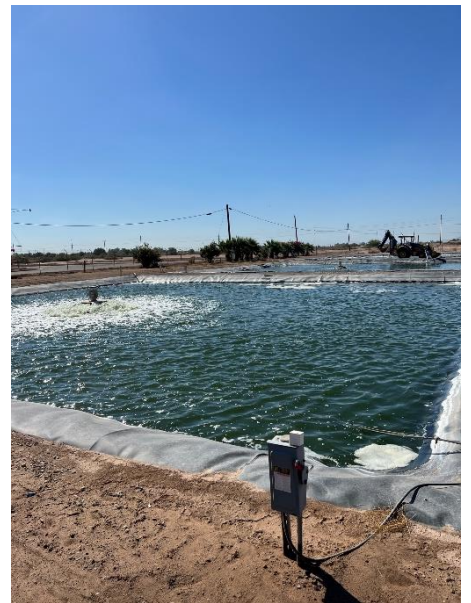
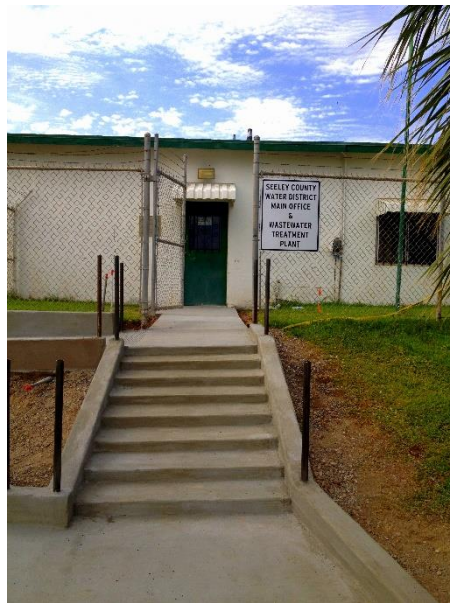




Seeley County Water District

A SPECIAL WATER DISTRICT

"Committed to transparency and fairness"



Comprehensive Energy and Water Infrastructure Modernization and Utility Savings Program

REQUEST FOR PROPOSALS (RFP) 2022-011(2)

Seeley County Water District

Submitted: December 12, 2022

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PARTNERSHIP WITH CLIMATEC HAS BEEN GREAT, BECAUSE AS A PRIVATE COMPANY,
THEY DO MOVE FAST, PIVOT QUICKLY AND ARE VERY RESPONSIVE.

SCOTT OCHOA, CITY MANAGER | CITY OF ONTARIO

December 12, 2022

COVER LETTER

Miriam Rosales, General Manager
Seeley County Water District
P.O. Box 161 | 1898 W. Main St.
Seeley, CA 92273

Dear Ms. Rosales,

Thank you for an opportunity to respond to the Seeley County Water District ("SCWD or District") Request for Proposals (RFP) for a Comprehensive Energy and Water Infrastructure Modernization and Utility Savings Program. Our team understands the District is experiencing immense pressure on staff resources and is looking for a partner to address aging infrastructure through a thoughtful, streamlined approach. We understand the district is looking for solutions to reduce cost pressures on its operating and capital budgets while meeting the growing demands of state mandates. Some of the infrastructure modernizations the District seeks includes:

- Pumping efficiencies
- Aeration improvements
- Automation technologies including SCADA
- High efficiency HVAC & controls
- LED lighting & building envelope modernizations
- Solar parking structures & energy storage solutions
- Remote monitoring services

When evaluating and comparing various firms, it might be helpful for the evaluation committee to consider a handful of key distinctions: 1) innovative funding & budget relief, 2) Imperial County footprint and history of repeat customers, 3) corporate stability and financial strength, and 4) straightforward savings methodology. In today's highly volatile construction market, these distinctions separate true performers from new companies that are still figuring it out or tenured firms that have an outdated business model.

We will expound on these essential evaluation areas throughout our response, but for the sake of helping your team get to the point of who we are and what we are about, here is a brief summary of Climatec's key differentiators:

- **INNOVATIVE FUNDING & BUDGET RELIEF:** Grant writing and application services to maximize funding from state, federal and local programs while providing a positive net impact on the general fund.
- **IMPERIAL COUNTY FOOTPRINT & HISTORY OF REPEAT CUSTOMERS:** Extensive reference base of public agencies in Imperial County and unmatched track record of building multi-phase, long-term partnerships demonstrate our reputation of doing the right thing and delivering on our promises.
- **CORPORATE STABILITY & FINANCIAL STRENGTH:** Backed by Bosch, an AA credit-rated, \$94 billion global engineering and technology company that is privately held (not publicly traded) and has zero debt. We have never changed our name nor transferred our energy service agreements to a third party.
- **STRAIGHTFORWARD SAVINGS METHODOLOGY:** Energy savings validated by actual utility bills rather than engineering reports or stipulations. This means true dollar savings you can count on.

We are very excited to be considered by the District's evaluation committee for this important program. Thank you for taking the time to review our enclosed response and determine if we might be the right fit to build a long-term partnership with the District. We certify that we meet or exceed all requirements and qualifications outlined in Section III of RFP NO. 2022-11(2). If fortunate enough to be selected, we are well positioned to design and implement energy and water infrastructure modernizations tailored to meet your unique needs and requirements.

Sincerely,

Ashley Cascio

Ashley Cascio | Director of Energy Services
Direct: (602) 400-2859 | acascio@climatec.com

TAB 1: BACKGROUND, FINANCIAL CAPACITY & MANAGEMENT STRUCTURE

A. GENERAL INFORMATION

BRIEF HISTORY OF FIRM

Since our founding in 1975, Climatec has grown into one of the nation's largest providers of energy and water modernizations and building technologies. Validated by a track record of repeat customers, we believe there is a better way to deliver energy solutions than the traditional "get in, get out" approach.

Climatec's philosophy is built on backing what it promises and staying around for the long haul to ensure our customers' programs succeed. We are proud to have a reputation that speaks for itself through our growing reference base, particularly in Imperial County.

With over \$1 billion in turnkey energy and water infrastructure modernization programs implemented, Climatec is the recognized market leader for public agencies looking to revitalize aging infrastructure and do more with less.

KEY DIFFERENTIATING FACTORS & AREAS OF EXPERTISE

When selecting a long-term energy partner for a program involving federal grant funds, it is essential for the evaluation committee to consider a handful of key distinctions amongst respondents. These distinctions separate true performers from new companies that are still figuring it out or tenured firms with outdated business models.

PROVEN TRACK RECORD

47 Years

Energy & Industry Experience

\$1 Billion

Infrastructure Programs Implemented

ZERO

Savings Shortfalls or Litigation

Stable Ownership

Backed by Bosch, Privately Held

Accredited

By NAESCO & US Dept. of Energy

KEY DISTINCTIONS

- Innovative Funding & Budget Relief
- Imperial County Footprint & History of Repeat Customers
- Corporate Stability & Financial Strength
- Straightforward Savings Methodology

INNOVATIVE FUNDING & BUDGET SOLUTIONS

One of the most important key differentiators our team offers is our expertise in developing funding solutions that require zero contribution from the District's capital budgets or general fund. Our philosophy is to utilize outside funding first to restore capital improvement budgets and maximize reserves in the general fund. Our team has secured over \$1 billion in funding for energy

and water infrastructure modernization programs from a wide array of sources including local, utility, state, Federal, and private sector programs. Potential funding sources we would explore when developing a comprehensive funding plan for the District include:

- Federal & State Stimulus Programs
- California Energy Commission (CEC) Programs
- State of California Programs
- Utility Incentives/ Rebates
- 0% Interest Financing Programs/Grants
- Private Sector Funding
- Power Purchase Agreements (PPA)
- Self-Generation Incentive Program (SGIP)

IMPERIAL COUNTY FOOTPRINT & HISTORY OF REPEAT CUSTOMERS

Climatec has provided energy and water infrastructure modernization programs to hundreds of public entities across the State of California, specifically in Imperial County and other desert communities. Some of these customers include:

Imperial County

Calexico USD
Calipatria USD
Heber ESD
Holtville USD
McCabe Union ESD
Meadows Union SD
Seeley Union SD

Other Desert Communities

City of Blythe	Keppel USD
City of Indio	Lucerne Valley USD
City of Twentynine Palms	McCabe Union ESD
City of Yuma	Meadows Union SD
Apple Valley USD	Needles USD
Crane ESD	Palm Springs USD
Calexico USD	Palo Verde USD
Calipatria USD	Ramona USD
Coachella Valley USD	Seeley Union SD
Eastside Union SD	Val Verde USD
Heber ESD	Victor Valley UHSD
Hesperia USD	Yuma ESD
Holtville USD	Yuma UHSD



Having local Imperial County experience and a strong reference base is incredibly important for the evaluation team to consider when selecting an energy services partner. For one, Imperial Irrigation District (IID) is unlike any other utility provider in the State and the rate structures are unique to all California utilities. Climatec has a tremendous amount of experience in working with IID and its representatives to obtain rebates/incentives and follow local protocols when upgrading electrical and water infrastructure. Our relationship with IID can serve as an asset and value-added service as the District looks towards solutions to increase local electrical capacity and attract development.

Our local experience also demonstrates our firm's ability to deliver project development, engineering, funding and construction resources to the area in a way that assures on-time and on-budget program delivery. Our reference base will attest that Climatec has an unmatched track record of consistently delivering exceptional customer service and extensive resources to Imperial County public agencies.

Energy and water infrastructure modernization programs rarely can be completed with a single phase of work because needs far outweigh available funding. Knowing this, it is interesting to observe how many public agencies embark on a project to address a portion of their needs and then never revisit remaining projects or continue working with the selected provider. This is often because the implementation experience or savings performance did not live up to the "bill of goods" that was sold.

With a true desire to serve the best interest of our customers, Climatec's culture is built on an unwavering commitment to see a project through to the end ensuring our customers are fully satisfied and willing to be contacted for a reference. This philosophy also ensures an opportunity to be considered for future phases of work, when applicable. Our references illustrate that 70% of our revenue comes from repeat, satisfied customers.

For example, multi-phase programs that we are currently working on include:

- City of San Leandro Phase III
- City of Fountain Valley Phase II
- Corona-Norco USD IV
- Alvord USD Phase III
- Saugus Union SD Phase III
- Rowland USD Phase VI

CORPORATE STABILITY & FINANCIAL STRENGTH

Many emerging or outdated energy and solar companies are frequently bought, sold, and restructured. This usually ends in unfavorable outcomes for the subject company's customers and promises that are never fully delivered upon. Most of the firms that will respond to this RFP have changed their name and restructured many times over the last few years. Climatec, on the other hand, has never changed its name nor transferred our energy service agreements to a third party; we are also a debt-free company.

The strength of Climatec's corporate backing and financial stability ensures that our team can provide long-term performance assurance for SCWD's program. As a subsidiary of Bosch, we have the backing of an AA credit-rated, \$94 billion global engineering and technology company that is privately held (not publicly traded) and 93% owned by a non-profit charitable trust. Our private ownership structure allows us to make business decisions that are in the best interest of our customers, rather than shareholders and corporate executives.

STRAIGHTFORWARD SAVINGS METHODOLOGY

In selecting a qualified firm, it is critical for the evaluation team to consider (1) each respondent's approach to calculating and projecting savings and (2) each respondent's past performance delivering on promised guaranteed savings targets. Climatec's approach to savings and unmatched track record is truly unique.

The success of any energy and water infrastructure modernization program is achieving real savings in a District's budget – without this, the program fails. Climatec prides itself on being conservative by nature, in how we calculate potential energy savings, tabulate financial pro forma, and prove program performance. As a standard practice, savings are reviewed by a third-party engineering firm, providing additional assurance from an independent outside opinion – again, a facet to Climatec's approach unmatched by other industry firms.

To take it a step further, Climatec validates energy savings by reviewing actual utility bills, not engineering reports or stipulated savings – known as International Performance Measurement and Verification Protocol (IPMVP®) "Option C". Climatec is the only energy services firm with a **standard business practice** of both independent engineering review and Option C savings verification.

The proof of our straightforward, unique savings approach is evident by our track record of achieving 122% of our savings projections. Our customers have never experienced a savings shortfall, nor have we experienced litigation surrounding savings performance. This is a significant differentiator.

LENGTH OF TIME PERFORMING SERVICES

Climatec has been delivering turnkey comprehensive energy and water infrastructure modernization programs to a wide variety of industries and facilities for 47 years. We provide our customers with safe, comfortable and more efficient building environments through innovative energy services, HVAC, building technology solutions, and renewable and alternative energy programs, accessing a wide variety of available funding programs to minimize or eliminate any out-of-pocket costs.

LOCATION OF CALIFORNIA OFFICES

Climatec has 13 offices nationally, with six full-service offices throughout California. Seeley County Water District energy and water infrastructure modernization program will be managed out of our San Diego office which is under two hours from the District. Additional support is available from our other California offices as needed, located in Anaheim, Van Nuys, Riverside, Sacramento, and Pleasanton. Additionally, our service dispatchers and technicians are on call 24/7, 365 days a year.



FINANCIAL CAPACITY & CAPABILITY TO PERFORM TO TERMS OF SOLICITATION

Climatec offers unmatched stability and financial strength. Climatec is wholly owned and financially backed by the Bosch Corporation, a privately held, \$94 billion engineering and technology company with 93% of its ownership held by a charitable, non-profit trust. Founded by Robert Bosch in Stuttgart, Germany in 1886, Bosch's strategic objective is to deliver innovations that improve quality of life while delivering sustainability solutions to the public sector markets we serve. Unlike most energy service, HVAC/BAS and solar companies who are frequently bought, sold and restructured, we have never changed our name nor transferred our energy service agreements to another third-party.

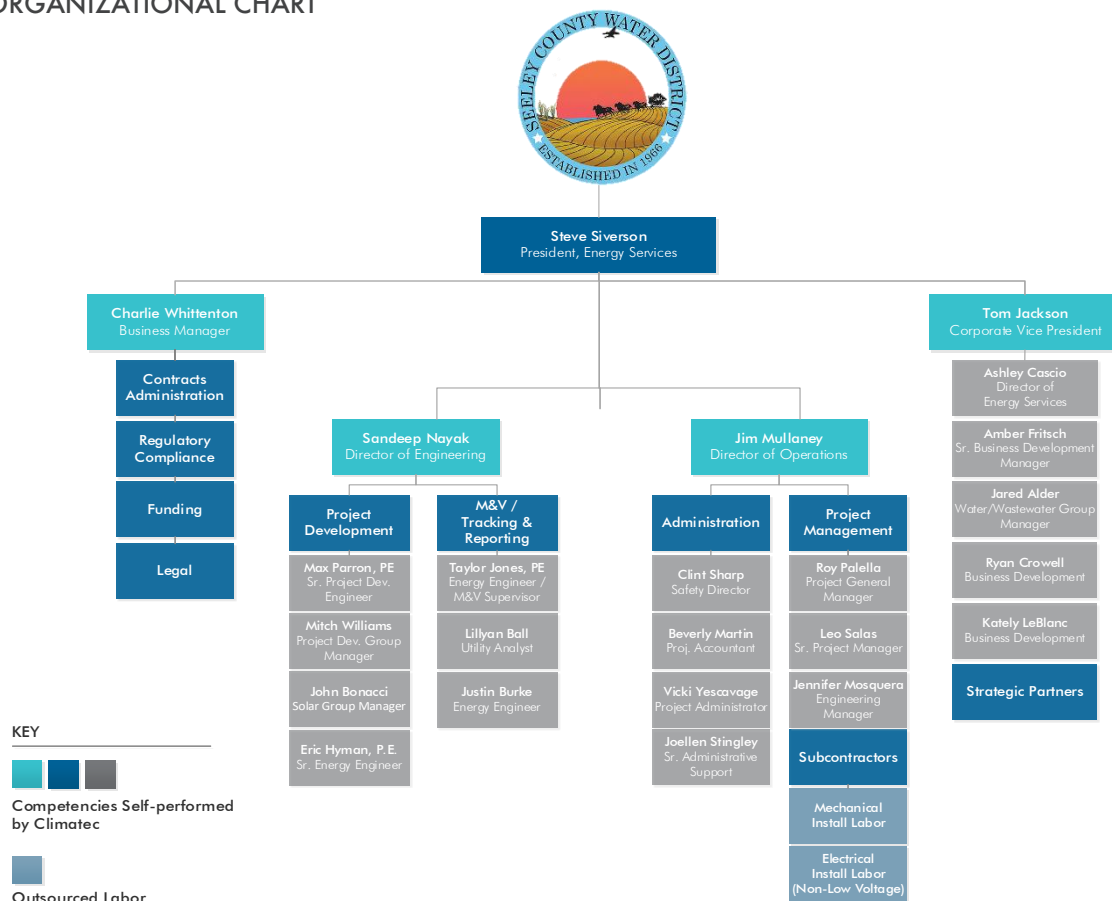
Bosch's private ownership uniquely allows Climatec to focus on the District's long-term needs, not corporate interests or shareholder performance. **We are able to focus on the District's goals and objectives while guaranteeing our ability to perform all the terms of this solicitation request for the life of the project and beyond - a true partnership.** We are proud to be a regional, stable, completely debt-free company with a 47 year track record of designing and implementing successful energy and water infrastructure modernization programs for the public sector.

MANAGEMENT STRUCTURE & ORGANIZATIONAL CHART

MANAGEMENT STRUCTURE

Climatec is a Limited Liability Corporation; legal filings, bonds, insurance, licenses, and permits are filed under our full legal name, Climatec LLC. Steve Siverson is the President for Climatec Energy Services and has over 38 years of industry experience. Mr. Siverson reports directly to our parent company, Bosch and Climatec's CEO, Mauro Lima Vaz. Mr. Siverson is actively involved in local decision-making for California public agencies to help ensure all projects can be tailored to fit each unique customer's needs and delivered on-time and on-budget.

ORGANIZATIONAL CHART



PERSONNEL TO BE USED & RESUMES

Climatec believes in the power of partnerships and prefer whenever possible to work with consultants with whom our customers have had favorable experiences. We work closely with our consultants to ensure that the quality standards established jointly by Climatec and the customer are met or exceeded.

For the purposes of this RFP and to deliver best value to SCWD, Climatec has partnered with Brown and Caldwell and California Strategies. This exclusive partnership will ensure a positive outcome for SCWD's energy and water infrastructure modernization program, deliver greater funding opportunities, and create a white-glove experience from start to finish.

Together, our team brings hundreds of years of combined experience and is specifically qualified in helping water districts achieve desired energy efficiency and sustainability goals, substantial infrastructure renewal, and lasting general fund relief through innovative and collaborative approaches. We accomplish this by leveraging our expertise in design-build solutions, various funding sources, project and energy engineering, water and wastewater technology, sustainable and renewable energy solutions, energy savings calculations, measurement and verification (M&V) and dedicated professional and certified project management.

In addition to the services provided, our team possesses multiple industry accreditations and credentials including:

- Professional Engineers (PE)
- Leadership in Energy and Environmental Design (LEED) APs and Green Associates
- Certified Energy Managers (CEM)
- Mechanical Engineers
- Engineers in Training (EITs)
- Certified Measurement & Verification Professionals (CMVPs)
- Certified Project Managers

Primary staff who would be directly involved with SCWD's energy and water infrastructure modernization program are introduced below, followed by their resumes highlighting their specific qualifications, experience, skill set, and relevant licensing held.

Seeley County Water District Proposed Project Team	
President	Steve Siverson
Corporate Vice President	Tom Jackson (Executive Contact)
PROGRAM DEVELOPMENT & ENGINEERING	
Director of Energy Services	Ashley Cascio (Primary Contact)
Senior Business Development Manager	Amber Fritsch
Water/Wastewater Group Manager	Jared Alder, PE
Chief Strategist/ SCWD Liaison	John Withers
Director of Engineering	Sandeep Nayak, PhD, LEED AP
Engineering Manager	Jennifer Mosquera
Sr. Project Development Engineer	Max Parron, PE
Sr. Program Manager	Joseph Willich, Jr., P.E., PMP, DBIA, MBA
OPERATIONS & CONTRACT MANAGEMENT	
Director of Operations	Jim Mullaney
Senior Project Manager	Leo Salas
Senior Project Manager	Colin Casey, PE
Solar Group Manager	John Bonacci
Business Manager	Charlie Whittenton



TOM JACKSON
Corporate Vice President
35 Years Experience

Education
Bachelor of Science (BS)
Energy Resource Management
Eastern Illinois University

Advanced Studies
Int'l Business, Manuf., & Finance
Harvard University

QUALIFICATIONS & EXPERIENCE

Mr. Jackson is an experienced executive, with an extensive background in domestic, international, sales, marketing, and finance corporations. He has led large strategic business units for multi-nationals, as well as product development and service organizations for Honeywell International and Motorola Broadband. Mr. Jackson's expertise is primarily in the areas of energy efficiency, building technology, wireless, broadband equipment, software, and service. He is currently an active member of the Industry Advisory Council for the California Lighting Technology Center and Energy Efficiency Center, UC Davis.

Relevant program experience: Seeley Union SD, Heber USD, Cities of Blythe, San Leandro, Ontario, Bellflower, Duarte, Indio, Twentynine Palms, and dozens of other public sector agencies across California.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

As Climatec's Corporate Vice President, Mr. Jackson has complete oversight for both sales and operations for the entire California energy services business. His responsibilities include leadership of business in California, and he provides the strategic direction for the division including alliances and teaming agreements with strategic partners.

Mr. Jackson will provide oversight and support to the Energy Services Team as the executive contact for the project. He will be directly involved in assuring all entities receives best value pricing and fair agreements from the onset.



ASHLEY CASCIO
Director of Energy Services
15 Years Experience

Education
Bachelor of Science (BS)
Marketing & Accounting
W.P. Carey School of Business

QUALIFICATIONS & EXPERIENCE

Ms. Cascio brings 15 years of experience in business development and brand building for Fortune 500 companies and the public sector. Since 2010, Ms. Cascio has passionately served California public agencies with thoughtfulness and precision.

Relevant program experience: Seeley Union SD, Heber USD, Cities of Blythe, San Leandro, Ontario, Bellflower, Duarte, Indio, and Twentynine Palms along with several other public agencies in Imperial County. Ms. Cascio played an integral role implementing over \$200 million in comprehensive energy and water programs for various public agencies in Southern California.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

As the Director of Energy Services, Ms. Cascio oversees Climatec's market offerings for public sector providing leadership for existing and new business development teams. Amongst her responsibilities include oversight of Climatec's relations with CSDA, LOCC, CCMF, Contract Cities, CASH, CASBO, CSBA, and ACSA.

Ms. Cascio has been dedicated as the primary contact for Seeley County Water District and will play an instrumental role between Climatec and District stakeholders to help employ effective communication strategies at each project milestone. Additionally, Ms. Cascio will lead the efforts in Climatec's scope and funding plan development process to ensure the District's objectives are thoroughly addressed with attention to detail.



JARED ALDER, PE
Water/Wastewater
Group Manager
18 Years Experience

Education

MS, Environmental Engineering &
Technology Management
Arizona State University

Professional Associations

California Professional Engineer (PE)

QUALIFICATIONS & EXPERIENCE

Mr. Alder has more than 18 years of experience in process design and integration of water/wastewater, distribution systems as well as renewable waste to energy projects.

He has a customer-centric mindset and vast experience bringing new technologies and well versed in energy savings, funding, and collaborative projects. In addition, Mr. Alder has an extensive background in marketing, communications, and business development.

Relevant program experience: Cities of Ontario, Bellflower, Duarte, San Leandro, Fountain Valley, Bell, Beverly Hills, Blythe, Indio, and Twentynine Palms, just to name a few.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

Mr. Alder specializes in environmental biotechnology, waste to energy, and process engineering. He is responsible for identifying and evaluating for water/wastewater and environmental remediation solutions for all markets.

In conjunction with Ms. Cascio and the rest of the team, Mr. Alder will lead the charge in developing a viable energy and water infrastructure modernization program for SCWD ensuring specific goals and objectives are being met.

He will also assist in the coordination of the District's team during all phases, from conception through post-implementation.



AMBER FRITSCH
Senior Business Development
Manager
9 Years Experience

Education

Bachelor of Arts (BA)
Corporate Communications
Baylor University

QUALIFICATIONS & EXPERIENCE

In the last 9 years, Mrs. Fritsch has assisted scores of public agencies implement both small and large-scale energy efficiency programs to achieve desired energy, infrastructure, and financial goals, changing the way public agencies benefit from energy savings projects by taking a long-term approach paired with measurable, lasting results. She is also extensively involved with various organizations across California including LOCC, CCMF, Contract Cities, CASH, CASBO, CSBA, ACSA, and other County Offices of Education statewide.

Additionally, Mrs. Fritsch's broad experience with various funding vehicles provides her customers with knowledge in specifications, contracts, financial analysis, and ongoing support agreements.

Relevant program experience: Seeley Union SD, Heber USD, Cities of Blythe, San Leandro, Ontario, Bellflower, Duarte, Indio, Twentynine Palms, and several other public sector agencies in Imperial County.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

Mrs. Fritsch, Climatec's Senior Business Development Manager, will be responsible for employing effective communication strategies at each project milestone with various stakeholders including the Board of Directors, administrators, facility personnel, and community members while serving as an advocate for SCWD during project development and implementation.



JOHN WITHERS
Chief Strategist &
SCWD Liaison
28 Years Experience

Education
MA Urban Studies
Occidental College

QUALIFICATIONS & EXPERIENCE

Mr. Withers brings more than 28 years of result-oriented experience in water resources and regulation; real estate development, entitlement, asset protection, and government relations. He can find pathways to solutions that others miss because he has worked on all sides of the issues, attacking problems as an applicant, an elected official, a regulator, and a consultant.

His expertise in water issues has been recognized by the National Water Research Institute, and the Urban Water Institute, which have invited him to serve on their Boards of Directors. He also serves on the statewide AB331 Blue Ribbon Committee that is working to remove obstacles to expand the use of recycled water.

Relevant program experience: San Bernardino Valley Water Conservation District, Inland Empire Utility Agency, Palmdale Water District, City of Chino, and City of Desert Hot Springs.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

Mr. Withers will lead the charge with regulatory environment compliance acting as the liaison with state and local environmental regulators to ensure all permitting is streamlined.

In addition, Mr. Withers will lead the way in identifying state and federal funding as well as local public relations and outreach.



SANDEEP NAYAK, PHD
Director of Engineering
18 Years Experience

Education
PhD & MS Mechanical Engineering,
University of Maryland

BS Mechanical Engineering,
Pune University

LEED AP Accredited

QUALIFICATIONS & EXPERIENCE

Dr. Nayak has 18 years of experience in energy engineering including comprehensive site assessments, energy engineering, and energy savings calculations for utility rebates. Along with a PhD in Mechanical Engineering, Dr. Nayak's other accreditations include LEED AP and EIT.

Relevant program experience: Seeley Union SD, Heber USD, Cities of Blythe, San Leandro, Ontario, Bellflower, Duarte, Indio, Twentynine Palms, and several other public sector agencies in Imperial County.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

As Director of Engineering, Dr. Nayak supervises and manages all energy engineering and savings calculations on energy projects. In addition, Dr. Nayak and his team are responsible for benchmarking and prioritization, determining cost-effectiveness of the project, and tracking and reporting. Dr. Nayak coordinates third-party reviews for savings projections, administers utility rebate applications, and provides technical assistance to Climatec's project development group and project management teams to ensure successful implementation.

Dr. Nayak's primary role is the development, verification, and management of all energy savings calculations. In addition to the energy calculations, Dr. Nayak will also manage Climatec's utility rebates and M&V groups to maximize incentives and ensure savings projections are met for the District.



JENNIFER MOSQUERA
Engineering Manager
7 Years Experience

Education

BS Business Administration

MS Mechanical Engineering
Stevens Institute of Technology

QUALIFICATIONS & EXPERIENCE

Ms. Mosquera has over 7 years experience managing large and complex infrastructure renewal programs as well as the engineering aspects of these programs. Under her management, several successful energy projects have been designed and are currently being implemented on-time and within budget for public agencies.

Ms. Mosquera is fluent in Spanish and her education background includes a Bachelor's degree in Business Administration and a Master's degree in Mechanical Engineering with concentration on energy.

Relevant program experience: Seeley Union SD, Heber USD, Cities of Blythe, San Leandro, Ontario, Bellflower, Duarte, Indio, and Twentynine Palms.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

As an Engineering Manager for Climatec, Ms. Mosquera is responsible for the oversight of all engineering duties and requirements for energy services projects for public sector customers across California.

Ms. Mosquera will be responsible for the engineering, critical operations, and technical oversight of the District's energy and water infrastructure modernization program. Ms. Mosquera will work hand in hand with Climatec's Senior Project Manager, Mr. Salas, as well as the District to ensure compliance with local and state regulations regarding engineering and program requirements.



MAX PARRON, PE
Sr. Project Development
Manager
13 Years Experience

Education

BS Mechanical Engineering
CSU - Long Beach

Professional Associations

Registered Professional Engineer
(PE)

QUALIFICATIONS & EXPERIENCE

Mr. Parron has over 13 years of experience in the energy auditing, commissioning, mechanical design, and construction of commercial and industrial buildings. Energy auditing experience includes on site investigations of more than two hundred buildings totaling over 10 million square feet. Mr. Parron is a registered Professional Mechanical Engineer with the State of California.

Relevant program experience: Seeley Union SD, Heber USD, Cities of Blythe, San Leandro, Ontario, Bellflower, Duarte, Indio, Twentynine Palms, and several other public sector agencies in Imperial County.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

As a Project Development Engineer Mr. Parron coordinates all deliverables on our public sector energy projects, including identifying energy and water conservation opportunities, providing implementation budgets, researching utility rebates and prioritizing measures for installation.

Mr. Parron's primary role for the project is the identification, development and evaluation of energy conservation measures serving as a "quarterback" for the project to ensure all necessary information is acquired and all tasks are performed properly. He will work closely with all members of the project development team to gather information, assess energy efficiency opportunities, prepare budgets, and ensure a high-quality project is delivered.



JIM MULLANEY
Director of Operations
31 Years Experience

Education
MBA Finance,
Carlson School of Management

BS Accounting,
University of Minnesota

QUALIFICATIONS & EXPERIENCE

With over 31 years of leadership experience in construction, finance and project management, Mr. Mullaney provides tremendous project development expertise in delivering customer tailored solutions and effective project implementation. Previous leadership roles have included Project Management Director, COO/CFO and General Manager for several major corporations, serving the performance contracting, HVAC products and services, construction, and building services industries.

Relevant program experience: Seeley Union SD, Heber USD, Cities of Blythe, San Leandro, Ontario, Bellflower, Duarte, Indio, and Twentynine Palms to name a few.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

As Director of Operations, Mr. Mullaney manages all operational aspects of our energy services business across the Southwest. He maintains active communication with Climatec's Project Management team, focused on providing team leadership and upholding best practices for ensuring customer satisfaction and successful project completion. Mr. Mullaney's strong operational experience, market knowledge and commitment to excellence enable Climatec to develop and deliver energy savings projects that meet state requirements, including AQMD and DIR.

Mr. Mullaney will work cohesively with the project design and management teams, providing leadership from review of the energy audit through project implementation and close out. He will also assist in the turnover of the project from Climatec to the District ensuring proper training and education for District Staff.



LEO SALAS
Senior Project Manager
23 Years Experience

Education
Associate of Applied Science
Electronic Technology
ITT

QUALIFICATIONS & EXPERIENCE

Mr. Salas brings more than 23 years of project management experience of comprehensive energy conservation programs – including large and complex projects for the public sector. Mr. Salas' background in building automation, lighting/ lighting controls, and xeriscape provides a unique insight on his customer's needs to save money by using less energy, conserving water, and lessening their carbon footprints. Currently, Mr. Salas is serving as a Senior Project Manager for over \$75 million in energy and water modernization programs in various communities surrounding Imperial County.

Relevant program experience: Cities of Ontario, San Leandro, Blythe, Indio, Bellflower, Duarte, La Mirada, Santa Clarita, Fountain Valley, Bell, and Beverly Hills.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

As a Sr. Project Manager, Mr. Salas, is responsible for leading program implementation of energy savings programs for public agencies across the State of California.

For the District's energy and water infrastructure modernization program, Mr. Salas will provide hands-on coordination and management, acting as a liaison between contractor and customer personnel, and evaluate and recommend specifications and work requirements as job conditions warrant, all combined, ensure successful outcomes and, as a result, high rates of satisfaction.



COLIN CASEY, PE
Senior Project Manager
11 Years Experience

Education
MS Civil Engineering
Michigan Technological University
BS Civil Engineering
University of Wisconsin

QUALIFICATIONS & EXPERIENCE

Mr. Casey is a registered professional engineer in the State of California with over 11 years of experience in the evaluation and design of municipal wastewater treatment facilities.

Mr. Casey is currently working with Climatec on a high strength waste (HSW) receiving facility and biosolids upgrading system at the City of San Leandro's Water Pollution Control Plant (WPCP). Mr. Casey serves as project manager and maintains close communication with Climatec and the City project managers to ensure the project is meeting the City's design and permitting requirements/needs.

Relevant program experience: Cities of San Leandro, City of Woodland, and City of Roseville Dry Creek WWTP.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

As a project manager, Mr. Casey is responsible for providing support from design planning through construction, managing complex projects with multi-disciplinary design teams.

For SCWD's energy and water infrastructure modernization program, Mr. Casey will work cohesively with Mr. Salas and the rest of the team to provide project oversight on the implementation portion of the project including customer progress meetings and general communications; managing subcontractors, vendors and suppliers; scheduling and coordinating all tradesmen work; managing and maintaining the project budget and accounting; safety compliance; and quality control and assurance.



KENNETH KLITICH, PE
Mechanical/Energy Engineer
15 Years Experience

Education
BS Mechanical Engineering
University of California, Davis

QUALIFICATIONS & EXPERIENCE

Mr. Klittich has 15 years of experience as a mechanical engineer specializing in wastewater and energy projects. Kenny has served as a project engineer on design and construction projects, energy and sustainability studies, biogas conditioning, storage, upgrading to vehicle fuel; cogeneration system design; and solar photovoltaic designs.

Mr. Klittich's diverse digestion experience includes designing sludge feed, transfer, mixing, recirculation, and heating systems. Kenny has helped secure nearly \$6 million in funding for energy initiatives, including \$5 million through the Self-Generation Incentive Program (SGIP) for the City of Santa Rosa and Silicon Valley Clean Water, and \$800,000 through the California Solar Initiative for two projects at Union Sanitary District.

Relevant program experience: Cities of Santa Rosa, Union Sanitary District, Fairfield-Suisun Sewer District, Orange County Sanitation District, and City of Surprise.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

As a wastewater process engineer, Mr. Klittich is responsible for optimizing wastewater process designs and biological interactions.

For SCWD, Mr. Klittich will be responsible for hands-on dynamic process design modeling and evaluating overall plant wastewater interactions for optimization.



**JOSEPH WILlich, JR., PE,
PMP, DBIA, MBA**
Senior Program Manager
31 Years Experience

Education

Master in Business Administration
Indiana University Northwest
BS in Construction Technology
Purdue University Calumet
AAS Civil Engineering Technology

QUALIFICATIONS & EXPERIENCE

Mr. Willich has 31 years of experience in environmental program and project management, including 24 years performing municipal, private sector and federal government contracts. With a focus on safety, quality, and customer satisfaction, he has delivered over \$875 million in successful energy-related programs.

Mr. Willich is also currently working with Climatec on the high strength waste (HSW) receiving facility and biosolids upgrading system at the City of San Leandro's Water Pollution Control Plant (WPCP). Mr. Willich serves as the design-build manager and principle in charge to ensure the project is meeting the District's objectives.

Relevant program experience: Cities of San Leandro, Denver Water, Littleton/Englewood WWTP, and County of Kitsap.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

As a senior program manager, Mr. Willich is responsible for leading process engineering and design for wastewater treatment facilities.

For SCWD, Mr. Willich will lead the process engineering team to ensure a streamlined and cohesive approach to facility wastewater upgrades.



TAYLOR JONES, PE, CMVP
Energy Engineer/ M&V
12 Years Experience

Education

BS Chemical Engineering
Arizona State University

QUALIFICATIONS & EXPERIENCE

With over 12 years industry experience, Mr. Jones has been intimately involved in nearly all facets of energy engineering including site assessments, energy modeling, construction management, and M&V. Mr. Jones has contributed to the implementation of energy and water infrastructure modernization programs at 1,000+ facilities which has resulted in achieved customer savings of over \$200 million.

Relevant program experience: Seeley Union SD, Heber USD, Cities of Blythe, San Leandro, Ontario, Bellflower, Duarte, Indio, Twentynine Palms, and several other public sector agencies in Imperial County.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

As a licensed Energy Engineer and the measurement and verification (M&V) Group Manager, Mr. Jones is constantly monitoring energy savings, looking for opportunities of improvement with each program. Mr. Jones and his team, are heavily involved in the implementation of the M&V agreement which typically involves collecting equipment performance specifications, utility billings records, and facility operational parameters.

Mr. Jones works together with Dr. Nayak in order to capture every ounce of energy savings for a project. This includes the involvement with value engineering and life cycle savings analysis.



JOHN BONACCI
Renewables/ Power Resiliency
Group Manager
30 Years Experience

Education
BS Business Administration
AS Applied Science for AC
Technology
Stevens Institute of Technology

QUALIFICATIONS & EXPERIENCE

Mr. Bonacci has over 30 years of experience managing renewable energy and power resiliency programs including battery energy storage, solar, HVAC, building automation systems (BAS), and water/wastewater improvements across the United States, with a particular focus on public agencies in California.

In his career, Mr. Bonacci has facilitated the delivery of more than \$100 million in comprehensive programs to date. He has successfully led teams that have implemented small to large utility-scale renewable energy solutions.

Relevant program experience: Seeley Union SD, Heber USD, Cities of Blythe, San Leandro, Ontario, Bellflower, Duarte, Indio, Twentynine Palms, and several other public sector agencies in Imperial County.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

As Climatec's Solar Group Manager, Mr. Bonacci is responsible for the development and installation of energy efficiency and sustainability programs, with a primary focus on renewables and power resiliency.

Mr. Bonacci and his team will provide overall direction and implementation of renewable energy solutions as part of the District's energy and infrastructure modernization program. Mr. Bonacci will work closely with the rest of the team to ensure proper sizing, production and performance, and that all proposed or implemented solutions meet or exceed the District's goals and priorities.



CHARLIE WHITTENTON
Business Manager
30 Years Experience

Education
BS Business Administration
University of North Carolina
Chapel Hill

QUALIFICATIONS & EXPERIENCE

Mr. Whittenton developed and led another major ESCO's engineering center for building automation in the western United States, which included developing and maintaining engineering requirements for all performance contracts in the region. Mr. Whittenton joined Climatec in 2009 as Vice President of Operations, moving to the role of Business Manager. Mr. Whittenton is a Six Sigma Black Belt.

Relevant program experience: Seeley Union SD, Heber USD, Cities of Blythe, San Leandro, Ontario, Bellflower, Duarte, Indio, and Twentynine Palms.

RESPONSIBILITIES & ROLE WITH THIS PROGRAM

Mr. Whittenton is responsible for managing the review and negotiation of contract terms, contract compliance, quality control, and safety program compliance on public sector energy and water energy programs.

Mr. Whittenton will oversee contract negotiations, project financing, and maintenance reserves policies, ensuring compliance with all contract documents. He will also oversee the efforts of the M&V team during administration of the guaranteed portion of the contract.

TAB 2: REFERENCES

Climatec has delivered over \$1 billion in energy and water infrastructure modernization programs for public sector agencies in local government and education. Regularly, Climatec is invited back for several phases for the same customer. Rather than the traditional "get in, get out" approach, Climatec's philosophy is built on trust and building long-term private-public partnership.

After delivering a successful initial phase, our customers generally pursue a multi-phase approach for addressing infrastructure needs through a long-range master plan. Our customers find value in this approach as the project team remains the same allowing for familiarity with infrastructure, knowledge of priorities, and an understanding of facility policies and procedures. In addition to the detailed references, some of our recent partnerships with California public agencies include:

City of Bellflower	Burlingame SD	Meadows Union SD
City of Beverly Hills	Cabrillo USD	Middletown USD
City of Blythe	Calexico USD	Mountain View SD
City of Chino	Calipatria USD	Needles USD
City of Desert Hot Springs	Castro Valley USD	Newhall SD
City of Duarte	Centralia ESD	Ojai USD
City of Escondido	Cloverdale USD	Orcutt SD
City of Fountain Valley	Coachella Valley USD	Orland USD
City of Indio	Corona-Norco USD	Oxnard SD
City of La Mirada	Covina-Valley USD	Palm Springs USD
City of Laguna Beach	Culver City USD	Palmdale SD
City of Ontario	Denair USD	Pierce Joint USD
City of Rancho Palos Verdes	Earlimart SD	Placer Hills Union SD
City of Roseville (Dry Creek WWTP)	Eastside Union SD	Pollock Pines ESD
City of Roseville (Pleasant Grove)	El Segundo USD	Poway USD
City of Roseville	Enterprise ESD	Richland SD
City of San Leandro	Escondido UHSD	Robla SD
City of Santa Clarita	Fairfax SD	Rio Bravo-Greeley SD
City of Seal Beach	Hayward USD	Rowland USD
City of Twentynine Palms	Heber SD	Saddleback Valley USD
City of Weed	Hesperia USD	San Benito HSD
County of Nevada	Holtville SD	San Lorenzo USD
Fairfield Suisan Sani District	Jefferson Union HSD	San Lorenzo Valley USD
Inland Empire Utility Agency	Keppel Union SD	Santa Cruz City Schools
OC Sanitation District	Konocti USD	Saugus Union SD
Palmdale WD	Lake Tahoe USD	Seeley Union SD
Sac Regional County San District	Lakeside Union SD	Semitropic SD
San Bernardino Valley WD	Lennox SD	Sulphur Springs SD
Acalanes UHSD	Lindsay USD	Travis USD
Alvord USD	Live Oak SD	Valley Center-Pauma USD
Anaheim City SD	Lodi USD	Victor Valley UHSD
Apple Valley USD	Lucerne Valley USD	Vineland SD
Arvin Union SD	Maple SD	
Bellevue Union SD	McFarland USD	

In addition to our implemented programs, Climatec is currently developing comprehensive energy and water infrastructure modernization programs for over a dozen new public agencies as a result of recent RFP awards.

GENERAL CONTRACTOR'S LICENSE

Climatec holds an active General Contractor's Class B license (#991066) including classifications: C10 – Electrical and C20 – Warm-Air Heating, Ventilating and Air-Conditioning.

BONDING CAPACITY

Climatec is bonded by Liberty Mutual Insurance Company, which is rated "A XV" by AM Best and listed in the Federal Register. Our bonding capacity allows us to accommodate projects of virtually any size.

On the following pages, we have highlighted five (5) project references for public agencies that draw direct parallels to the challenges, goals, and needs of the District. We also encourage the District and its evaluation team members to review [case studies](#) that highlight other similar programs designed and implemented by Climatec.

Start/Completion Dates

March 2017 – March 2018

Contact Information

Corey Caston
(760) 352-3571

Program Value

\$490,000

Total Program Savings

\$1 Million

Funding Sources

State Grant Funds (Prop 39)



SEELEY UNION SCHOOL DISTRICT

GENERAL SCOPE OF WORK

- High efficiency HVAC modernizations
- New building automation systems (BAS)
- Interior & exterior LED lighting modernization
- Measurement & verification services

Start/Completion Dates

September 2017 – March 2018

Contact Information

Juan Cruz
(760) 337-6530 x2501

Program Value

\$1.1 Million

Total Program Savings

\$2.1 Million

Funding Sources

State Grant Funds (Prop 39) &
Utility Savings



HEBER UNIFIED SCHOOL DISTRICT

GENERAL SCOPE OF WORK

- High efficiency HVAC modernizations
- New building automation systems (BAS)
- Occupancy sensors & dimming control
- Interior & exterior LED lighting modernization
- Computer power management
- Measurement & verification services

Start/Completion Dates
December 2015 – December 2017

Contact Information
Mallory Sutterfield Crecelius
(760) 922-6161

Program Value
\$7.2 Million

Total Program Savings
\$ 1.6 Million

Funding Sources
Private Sector Funding, Utility
Incentives/Programs



CITY OF BLYTHE

GENERAL SCOPE OF WORK

- High efficiency HVAC modernizations
- Install new programmable thermostats
- Interior & exterior LED lighting modernizations
- Citywide water meter replacement with AMI
- High efficiency aeration blower upgrades & pump optimization at wastewater treatment plant
- Well pump efficiency improvements
- New Solar PV system installation
- Measurement & verification services
- Community outreach & engagement program

Start/Completion Dates
June 2016 – Present (3 phases)

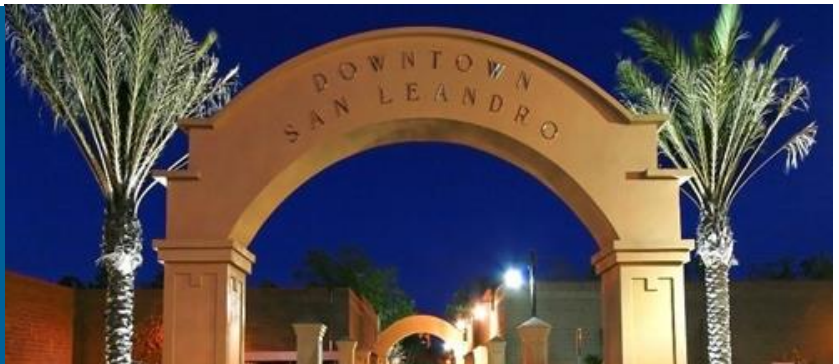
Contact Information
Debbie Pollart
(510) 577-3440

Program Value
\$23.1 Million (3 phases)

Total Program Savings
\$37.3 Million (3 phases)

Funding Sources
Low-Interest Municipal Lease, Utility Incentives,
\$2M CEC Grant, Capital, Federal Renewable
Fuel Standard Program, Self-Generation
Incentive Program (SGIP), Low Carbon Fuel
Standard (LCFS), and sale of Renewable Natural
Gas (RNG)

Sustainability Website: [Smart City San Leandro](#)
[City Council Testimonial \(September 2020\)](#)



CITY OF SAN LEANDRO

GENERAL SCOPE OF WORK

- High strength waste (HSW) receiving facility
- Digester mixing system enhancement
- High efficiency heat loop pump enhancement
- High efficiency turbo blower system improvements
- Citywide LED street light conversion & Smart City tech.
- High efficiency HVAC modernizations
- Interior/exterior LED lighting modernization
- LED dimming control /occupancy sensors
- Building automation system (BAS) upgrades
- Weather-based irrigation controllers
- 1 MW solar array at WPCP
- Battery storage and microgrid system
- Biogas to renewable natural gas (RNG) system
- Measurement & verification services
- Community outreach & engagement program

Start/Completion Dates
July 2020 - Present

Contact Information
Michael Johnson
(909) 395-2690

Program Value
\$34 Million

Total Program Savings
\$75 Million

Funding Sources
Utility Incentives, Self Generation Incentive
Program (SGIP), CEC ECAA 1% Funding, Private
Sector Funding

Sustainability Website: [Smart Ontario CA](#)
Press Releases: [Smart Ontario News](#)



CITY OF ONTARIO

GENERAL SCOPE OF WORK

- Citywide LED street light conversion & “smart city” tech.
- High efficiency HVAC modernizations
- New building automation system (BAS)
- Interior & exterior LED lighting modernization
- LED dimming control /occupancy sensors
- Electric vehicle charging stations
- New 1.1MW solar parking structures & battery storage
- Measurement & verification services
- Community outreach & engagement program

Contact Information
Shahrazad Namini
(717) 593-7495

Program Value
\$225,000



ORANGE COUNTY SANITATION DISTRICT (OC SAN)

GENERAL SCOPE OF WORK

- Power & gas savings
- Co-generation
- Co-digestion
- Biogas alternative analysis

Contact Information

Steve Nebozuk
(916) 878-6118

Program Value

\$1.5 Million



SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

GENERAL SCOPE OF WORK

- Biogas alternatives analysis
- Co-generation
- Microturbines
- Vehicle fuel
- Grant funding

Contact Information

Jason Fick
(916) 746-1940

Program Value

\$225,000



DRY CREEK WWTP (ROSEVILLE, CA)

GENERAL SCOPE OF WORK

- Nutrient removal
- Process modeling
- Mixing & aeration improvements
- Chemical storage & feed
- High strength receiving station
- Design assist delivery
- Construction management

TAB 3: PROJECT APPROACH

Climatec understands the District is experiencing immense pressure on staff resources and does not have additional resources available to fully delegate to the project. As such, it is critical for the awarded respondent to have the resources, qualifications and experience required to provide a turnkey process from start to finish with little oversight required by District Staff.



Climatec looks forward to the opportunity to partner with SCWD, refine our understanding of your technical, financial and political goals, and collaborate to fund and deliver a turnkey energy and water infrastructure modernization program. This program will provide tremendous financial benefits for the District by leveraging utility and operational expenditures to fund infrastructure improvements and to relieve the District's budget.

Climatec's initial focus will be to establish the District's priorities and collaborate with Staff to create a strategic approach for achieving all desired improvements, upgrades, and funding objectives. Rather than rushing to deliver the largest construction project possible, a successful partnership depends on the District achieving the best results and returns on its investments. Therefore we recommend a phased approach as a regular business practice.

Our phased project approach begins by having collaborative discussions with District administration and department heads to plan for the long-term. This will clearly establish the SCWD goals as we provide insight and information regarding upcoming technology solutions and funding opportunities that could bring greater benefit to the District.

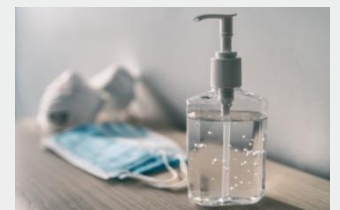
As our references and other industry professionals will validate, Climatec is regarded as a benchmark for setting the highest possible standards in the energy services industry for both project design, implementation, and performance monitoring. We guarantee project performance from start to finish while adhering to an unwavering code of safety, ethics, and professional conduct.

SAFETY FIRST

Climatec will work closely with the District to establish a safety plan that adheres to current CDC, state/territorial, and local guidelines. This safety plan will underpin all on-site activity and team interactions as we conduct site assessments, business meetings, and construction.

Our safety plan will include protocols, such as:

- Social distancing practices
- Personal protection equipment (PPE)
- Training for employees and program stakeholders
- Staggered work schedules to limit employees on job site



Climatec's track record of successful infrastructure modernization programs can be attributed to our tried and true five-step project approach and efficient timelines (illustrated below).

SAMPLE PROPOSED TIMELINE



A. APPROACH TO PERFORMING SITE ASSESSMENTS & IDENTIFYING INFRASTRUCTURE IMPROVEMENTS

1 SITE ASSESSMENTS

By defining a scope sooner rather than later that is economically feasible and directly aligned with your goals and priorities, we save both SCWD and Climatec valuable resource time. Ultimately, this up-front work allows us to deliver funding and improvements, and ultimately savings and general fund relief much faster than other energy services firms. Climatec's first step to assessing energy and water infrastructure modernization opportunities includes performing comprehensive site assessments at each of the District's facilities, which will include:

- Collaborating with District Staff to identify the District's project-related needs, goals, and expectations
- Conducting Energy Use Index (EUI) studies to find energy consumption and cost inventory of each facility, developing a baseline which is benchmarked against all other District sites and those of similar facilities to categorize and prioritize improvements
- Developing detailed inventory in energy-consuming equipment and systems (both mechanical and electrical), unique findings, current use/needs vs. methods of operation, assessment of operations and maintenance procedures, and cost of operations/maintenance/repairs
- Conducting engineering site audits to determine equipment type, age, size, and number, and the appropriateness of real-time data collection
- Performing end-use energy and utility analyses for each facility and/or system
- Conducting a technical verification meeting with District Staff to identify priority projects that can be added to the program

In order to prioritize all potential energy and water modernizations, our process involves compiling and/or calculating the following information:

- A description of all possible energy and water infrastructure improvement projects and the buildings or facilities that would be affected by these projects
- All calculations and assumptions to support the technical feasibility and energy savings of the recommended projects
- A proposed budget detailing all project costs
- A proposed schedule for implementation of projects

IDENTIFYING ENERGY & WATER CONSERVATION MEASURES

With over 47 years of experience providing top-notch energy related services to the public sector, Climatec's scope of services spans a wide range of efficiency improvements in the areas listed in the below table. We understand the ever-changing market with new technologies and advancements constantly being introduced. As such, our mission is to balance being at the forefront of emerging technologies while thoroughly listening to our customers' unique needs and requirements while vetting the best possible solutions.

WATER/ WASTEWATER TREATMENT	BUILDING AUTOMATION SYSTEMS (BAS)	LIGHTING SYSTEMS	INDOOR AIR QUALITY (IAQ)	RENEWABLE ENERGY + POWER RESILIENCY
<ul style="list-style-type: none"> ■ Pumping Optimization ■ Digester Efficiency Improvements ■ Supervisory Control and Data Acquisition (SCADA) Optimization ■ Blower Optimization ■ Aeration System Optimization ■ High Strength Waste Diversion ■ Renewable Natural Gas Production/Sale 	<ul style="list-style-type: none"> ■ New BAS Installations ■ Integrate Existing BAS ■ Optimize/Expand BAS ■ BAS Occupancy Control ■ BAS Energy Dashboard 	<ul style="list-style-type: none"> ■ Street Light LED Conversion & Controls ■ Interior & Exterior LED Lighting ■ Smart Park & Security LED Lighting ■ Sports Field Lighting ■ Day Light Harvesting ■ Occupancy Sensors ■ Lighting Control 	<ul style="list-style-type: none"> ■ Air Filtration Systems ■ Needlepoint Bipolar Ionization (NPBI) ■ Ventilation ■ CO₂ Demand Control ■ UV & Plasma Systems 	<ul style="list-style-type: none"> ■ Solar Photovoltaic ■ Solar Thermal ■ Battery Storage ■ Energy Generation ■ EV Charging Stations ■ Biogas Cogeneration ■ Microgrid ■ Backup Power Generators
COMMUNITY OUTREACH	BUILDING ENVELOPE	WATER MANAGEMENT	HEATING & COOLING SYSTEMS	OTHER INNOVATIVE SOLUTIONS
<ul style="list-style-type: none"> ■ Climatec Community Connect (C3) ■ Community Awareness ■ Press Releases ■ Sustainability Websites ■ Groundbreaking Events ■ Construction Signage ■ Flip-the-Switch Ceremonies ■ Economic Development ■ Energy Kiosks 	<ul style="list-style-type: none"> ■ Dual Pane Windows ■ Door Systems ■ Roofing Systems ■ Wall Installation ■ Weatherstripping ■ Window Film 	<ul style="list-style-type: none"> ■ Waterless Urinals ■ Momentary Sinks ■ AMI - Advanced Metering Infrastructure ■ AMR – Advanced Meter Reading ■ Weather-Based Irrigation System & Controls 	<ul style="list-style-type: none"> ■ Central Plants ■ HVAC Equipment ■ Variable Frequency Drives ■ Demand Control Ventilation ■ Piping System Retrofits ■ Air Handling Retrofits ■ Variable Refrigerant Flow HVAC Systems 	<ul style="list-style-type: none"> ■ Smart City Technology ■ Street Light Controls ■ Public Wi-Fi ■ Parking Systems ■ Fire Alarm System ■ CCTV Security Systems ■ Intrusion Security System ■ Oil Recycling Programs

2

DEVELOP PRELIMINARY SCOPE + FUNDING PLAN

In step 2 of the process, we validate all assumptions from the engineered site assessments and define a viable, preliminary scope of work. During a scope verification meeting with the District, we will review the merits and consideration of the comprehensive energy and water infrastructure modernization program scope together. The District will give direction on what scope measures it would like

to pursue and help validate other assessment findings or help prioritize and define program phases for future deployment.

Once we have a scope of work that meets the needs of the District, we will develop a preliminary funding plan that includes cost and savings estimates, along with funding options and cash flow proformas. Climatec will explore options for funding sources, including state programs, local utility rebates and incentives, grants, federal monies, and private sector funding.

Navigating the requirements for federal and state funded projects requires precise understanding and expert knowledge of the procurement and contracting codes involved. Further, the audit guidelines for the funding source involved must be fully understood by the implementing contractor.

”

I AM SO EXCITED TO ANNOUNCE
THIS GRANT AWARD BECAUSE IT
WILL ENABLE OUR CITY TO MAKE
SIGNIFICANT PROGRESS ON OUR
CLIMATE ACTION PLAN GOALS,
IMPROVE OUR LOCAL
ENVIRONMENT, AND DO SO IN A
FISCALLY RESPONSIBLE WAY,
MAYOR PAULINE RUSSO CUTTER
CITY OF SAN LEANDRO

Climatec’s primary business model is based on helping public agencies invest one-time funds towards projects that generate long-term dividends for the general fund. Long before Inflation Reduction Act (IRA) was a funding source, Climatec specialized in helping public agencies meet procurement and contracting requirements for federal and state programs. For all programs applicable to the District, including IRA, our team of in-house funding experts will ensure the District meets the applicable requirements including procurement, contracting, construction and labor laws, documentation and reporting requirements.

Climatec stays informed about alternate funding opportunities as they become available, such as the recently approved IRA. Peer water districts are looking at using a portion of this funding for HVAC, indoor air quality improvements, and power resiliency in addition to other key infrastructure modernizations as part of an overall comprehensive program.

As the current federal administration targets reducing greenhouse gas emissions and increasing the country’s renewable portfolio, Climatec expects more funding to come. We have the knowledge and expertise in deploying programs such as these that not only maximize the applicable, allowable uses from federal allocations, but also structures them in conjunction with all funding sources to best benefit the District.

Without creating additional workload for District Staff, Climatec’s funding expertise can help the District get projects underway expeditiously while ensuring seamless compliance with federal and state requirements.

Climatec’s approach to developing a scope and funding plan has proven tremendously efficient for other public agency customers. It allows the District to quickly validate that specific priority needs are being addressed and there is a funding plan to meet the District’s financial goals. Our streamlined process for validating scope and budget impact at the onset is essential to delivering on time and within budget and brings results to the District faster than any other firm.



Before finalizing the scope and funding plan, Climatec will help District Staff engage other stakeholders to ensure the program is aligned at all levels of your agency. We will support the District through this engagement process in a number of ways, including:

- Authoring staff reports and memos regularly throughout program development to inform stakeholders about “what’s to come”
- Serving as a liaison between all District departments to keep the momentum going throughout the program development process
- Engaging the community through “Town Hall” virtual meetings or other interactions to gather community input (if desired by Staff or Board of Directors)

3

FINALIZE SCOPE + FUNDING PLAN

In step 3, after gathering feedback from various stakeholders, including District administration, department heads, and District Board of Directors, Climatec formalizes the scope of work, funding plan, and implementation timeline. Our team will also conduct any additional site assessments to complete our detailed analysis of the District’s desired scope of work. We will validate inventory counts, thoroughly examine existing conditions, and complete an in-depth financial review of all cost and savings estimates.

We undergo this thorough research to verify: (1) the program can be delivered under a not-to-exceed price, eliminating change order risk and (2) the improvements will generate the projected savings. Once we complete our detailed site assessments, Climatec will deliver:

- A co-authored scope of work
- A financial analysis including state funding, utility rebates and incentives, grants, federal monies, and/or other private funding sources
- Accurate cost, savings, and payback projections
- Cash flow analyses
- Implementation timeline



During this stage, we also work closely with District Staff to review the merits and considerations of all funding options. These collaborative discussions will ultimately lead to a funding plan that meets all stakeholder expectations. Climatec is well-versed and employs a funding team of experts that has already started identifying potential funding sources for the District.

Climatec’s expertise in the myriad of available financing and incentives for energy savings programs enables our customers to leverage all possible funding sources, maximizing the impact of the project. Our projects have utilized a diverse pool of financing options including CEC funding, state/federal funding, private sector funding, PPAs, PPPs, utility incentives/rebates, and more. In the last ten years alone, our team has delivered over \$1 billion in funding to our public sector customers. As a partner to the District, Climatec will work to identify the most feasible funding plan for the District’s energy and water infrastructure modernization program. Because Climatec operates with a customer-centric philosophy, we work to secure the best financing arrangement for our customers - financing is not a profit center for us and we are unbiased with regard to which funding source the District selects.

As standard practice, Climatec’s energy and water infrastructure modernization programs involve qualified third-party engineering reviews to validate savings projections, methodology, and calculations. The

Climatec engineering team provides savings calculations and eQuest models to the third-party engineering firms. The District will then receive a stamped letter from the engineering firm validating the savings.

Once approved by District Staff, the finalized scope of work and funding plan will be formally presented to Board of Directors for consideration. With the help of all staff memos and other communications that were presented during the program development process, Board of Directors will be well informed about the program prior to it being introduced in a public forum.

B. APPROACH TO MANAGING PROJECT IMPLEMENTATION & PROCEDURES FOR MINIMIZING OCCUPANT DISRUPTIONS

4

PROGRAM IMPLEMENTATION

After the Board of Directors approve the scope of work and funding plan, Climatec will get to work on construction. Mr. Salas, on-site Senior Project Manager, will work with the District's dedicated project team to clarify the next steps, including assessing the impact of construction on each site.

Mr. Salas will finalize the construction schedule in collaboration with the District's various departments, including major milestones such as completing final design, issuing subcontracts, planning site prep work, and all construction and post-construction activities. Before proceeding with any plans, Climatec will first seek submittal approval from the District and communicate anticipated lead times for equipment. Climatec will leverage its unmatched purchasing power with leading equipment manufacturers to minimize lead times and expedite the program implementation timeline as much as possible.



After project implementation formally kicks off, Climatec will schedule weekly and/or monthly strategic review meetings to keep Staff up to date on the project and ensure accountability for all involved. Should any deviation from the plan arise, Climatec will determine the cause and adjust accordingly. Cost management continues throughout the project. Our financial and accounting systems allow Mr. Salas to provide actual and committed costs at each

monthly strategic review meeting, ensuring we stay within budget.

Climatec will accommodate other District operations and construction activities whether they are related or not. Mr. Salas and our implementation staff will be on-site, working closely with District personnel to ensure quality installation and seamlessly weave together this project and other activities. Our goal will be to reduce disruptions and squash any potential for delays.

PERFORMANCE PHASE

When construction wraps up, all energy and water infrastructure modernization programs projects enter their performance phases. Climatec will then work toward our next set of milestones:

- Final sign off and approval by commissioning agent
- Walk-through and punch list report with the commission agent and District
- Sign off by District of the final acceptance of improvements
- Agreement on the frequency of measurement and verification to be performed
- Agreement on the savings guarantee
- District Staff training

INITIAL & ONGOING COMMISSIONING

With technology that continuously logs and monitors system activity, Climatec can stay tapped into performance during periods of normal use and unforeseen conditions or use patterns. If Climatec identifies an opportunity to further optimize performance, Climatec will consult the commissioning team and make agreed-upon modifications.

Our collaboration with the commissioning team is an ongoing process as facility improvements are transitioned back to the District. Climatec provides extensive professional training on all new systems and procedures for District Staff. Then, we turn over all relevant documents, including industry standard As-Builts, revised AutoCAD site drawings, other specific drawings, materials-used inventories, manufacturer data sheets, and maintenance guidelines.

With these assets in hand, our customers are equipped to not only understand their modernizations, but also maintain and expand upon them in any future quests to further optimize operations and drive additional operating savings.

C. STEPS TAKEN DURING & AFTER THE TURNOVER PROCESS TO ENSURE SUCCESSFUL PROJECT IMPLEMENTATION

As illustrated in our project approach, Climatec works very closely with the District throughout the entire project implementation process ensuring successful delivery. Once construction is complete, we will ensure successful project turnover by conducting the closeout and commissioning procedures outlined in the performance phase in Step 4 of our approach.

5

MEASUREMENT & VERIFICATION (M&V)

After implementing an energy and water modernization program, Climatec's M&V department proactively verifies the performance of newly installed systems by monitoring real-time utility data, 24/7.

If our team flags an anomaly, we take corrective steps proactively. By offering continuous monitoring of mechanical equipment schedules, wastewater processes, and building operation, our team of energy engineers work with our customers to make sure facility, maintenance, and operational staff is informed and proactively involved in the attainment of energy savings goals. Our energy engineering team collaborates with District Staff to provide a steady flow of operational updates.

These activities and attention to detail have led to Climatec's unmatched energy savings track record. Oftentimes, following years of monitoring, Climatec becomes an added support resource to our customers assisting in forecasting utility budgets, scheduling, special events, and troubleshooting which maximizes the long-term savings of the implemented program.

TRAINING PROGRAMS AVAILABLE



Upon project close-out, training on installed infrastructure improvements is essential to ensure the continued viability of each measure and ensure optimal levels of energy savings performance. Climatec provides extensive professional training for District Staff to become self-sufficient with upgraded systems and can also help the SCWD implement a Districtwide energy policy and procedure plan.

Climatec uses various methods to provide training including, but not limited to, on-site personnel training, online webinars, and classes at Climatec University. Factory-authorized instructors, trained in the most advanced systems and techniques, teach classes year-round for Climatec customers and employees. Climatec University provides basic and advanced classes, including operator and supervisor instruction, programming, troubleshooting, software generation, hardware diagnostics, and preventative maintenance.

TAB 4: SAVINGS

When evaluating a potential energy and water infrastructure modernization program, the methodology for quantifying and verifying savings performance is crucial – however, not all methods are equal. For this reason, the U.S. Department of Energy created industry best practices and guidelines for savings measurement, namely the International Performance Measurement and Verification Protocol (IPMVP). The IPMVP includes four standard methods of verification: Options A, B, C, and D.

Climatec is versed in all four standard methods and will execute on the District's preference. Climatec then develops a measurement and verification (M&V) plan based on the IPMVP. We evaluate specifications, including cost-effectiveness, to verify each infrastructure improvement performs up to par. The M&V plan defines methodology, reasonably assuring equipment savings through short-term or spot measurements, engineering calculations and/or direct utility billing comparisons. The necessary components to a well-established M&V plan are:

- Specific infrastructure improvements and proposed M&V reporting requirements for overall savings
- Participation of all parties and any necessary coordination with an independent review

A. APPROACH TO PROJECTING & PROVING UTILITY SAVINGS

When projecting and proving utility savings, Climatec follows industry standard protocols for M&V. Our standards come from the U.S. Department of Energy's Efficiency Valuation Organization IPMVP Core Concepts, EVO 10000-1:2016, as well as California statute requirements and guidelines for Government Code 4217, and utility programs for incentives or rebates.

To calculate, model and quantify savings associated with each proposed infrastructure improvement, our team leverages state-of-the-art modeling tools, including eQuest Energy Simulation Models and short-term data logging, which are calibrated against historical utility data.

Climatec only ever incorporates savings into a guarantee when reductions provide a direct positive impact on our customers' budgets, such as with lighting and HVAC equipment or repair savings from extended warranties. This ensures projected savings are directly linked to SCWD's budget, and not overstated.

B. METHODOLOGY & FORMULAS UTILIZED FOR REPORTING SAVINGS

METHODOLOGY

As mentioned previously in this section, the IPMVP includes four Options (A, B, C & D) that are divided into two general approaches: retrofit-isolation approach and whole-building approach. Options A and B are retrofit-isolation methods, Option C is a whole-building method and Option D can be used as either but is typically used as a whole-building method.

It is important for the District to understand and compare each firm's approach. Each strategy becomes the basis for the guarantee on any utility savings program's return on investment. Climatec believes the most accurate way of determining and presenting achieved savings is Option C, which measures utility savings by comparing actual utility bills before and after program implementation. As such, **Option C is the standard IPMVP savings methodology used by Climatec.** Option C is the most direct of the four methods, helping customers clearly understand how savings positively impact the general fund. With Option C as our go-to, Climatec has created an unmatched energy savings track record.



FORMULAS

Lighting

For lighting, energy savings are determined based on lighting fixture counts, the type(s) of lighting fixture(s), the kW used per fixture and the operating hours as obtained during on-site audits or provided by the District. The electrical energy reduction for lighting upgrades is determined by subtracting the post-retrofit energy from the pre-retrofit energy usage:

$$\{[(\text{Existing watts/fixture}) \times (\text{existing quantity}) \times (\text{existing hours of operation})] - [(\text{proposed watts/fixture}) \times (\text{proposed quantity}) \times (\text{proposed hours of operation})]\} / 1000 = \text{kWh savings}$$



HVAC & Building Automation Systems

Energy savings associated with HVAC and building automation systems (BAS) are calculated either using an eQuest energy simulation model or a detailed, excel-based weather bin data analysis model. Both draw on site survey feedback. Neither model is proprietary - all calculations can be easily and readily repeated.

The heating/cooling load profile is determined by utility bills, building type and outdoor air temperature. Whereas the current HVAC system's efficiency is based on the equipment's age and condition, the new equipment's efficiency is projected in the manufacturer's specification sheets.

The current HVAC system's operating schedule and heating and cooling temperature setpoints are taken into account to determine the baseline model. Savings calculations are based on improved equipment efficiency, optimized operating schedules (to closely reflect the building occupancy schedules) and tighter heating and cooling temperature setpoints. Energy savings from integrated occupancy sensors and HVAC units in

addition to demand-controlled ventilation are included where applicable in the energy savings analysis.

To determine how much less electrical energy is used by HVAC upgrades, the post-retrofit energy is subtracted from the pre-retrofit energy usage:

$$((\text{Size of Existing HVAC Unit}) \times (\text{Unit Efficiency}) \times (\text{Stipulated Load Factor}) - (\text{Size of New Cooling Unit}) \times (\text{Unit Efficiency}) \times (\text{Stipulated Load Factor})) \times (\text{Annual Operating Hours}) = \text{kWh Savings}$$

Energy Cost Savings

After calculating the kWh saved, the specific facility's average cost per kilowatt hour is used to determine the energy cost savings.

$$(\text{kWh saved}) \times (\text{average \$/kWh rate}) = \text{Total \$ saved}$$

REPORTING OF SAVINGS

Frequency and methodology for reporting project savings is based on both funding source requirements and the District's specifications. Climatec will help develop and submit all required annual reports for proving energy savings performance on behalf of the District as well as meet any funding source reporting requirements (i.e. state grants).

C. MONITORING SERVICES AFTER IMPLEMENTATION

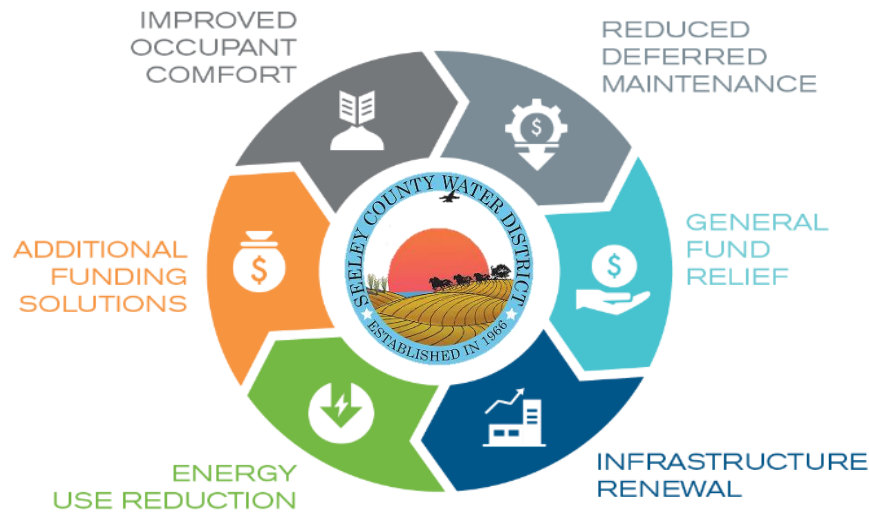
To maximize the performance and savings of installed infrastructure improvements, Climatec can provide remote monitoring services for HVAC, BAS and utility consumption in-house. Climatec's continuous 24/7 monitoring of equipment operations in conjunction with our turnkey utility savings programs keeps our customers on track. Our team of energy engineers make sure improvements are operating in line with specifications. They also partner with District Staff to keep them informed and proactively involved in achieving savings goals.

Climatec has an unmatched track record for achieving and exceeding projected utility savings, which we attribute to our in-house remote monitoring capabilities. Other contractors may need to subcontract this function out to a third-party, which can result in added expenses and, as a result, reduced savings. Instead, our team becomes an added resource for District Staff and can assist with scheduling, special events and troubleshooting without any hidden costs.



TAB 5: ADDITIONAL BENEFITS AND VALUE ADDED ELEMENTS

There are a number of project benefits and added value elements the District would recognize as a result of program implementation, and several elements unique to Climatec in delivering energy and water infrastructure modernization programs. We have highlighted these offerings throughout the remainder of this section.



COMMUNITY ENGAGEMENT



Climatec offers a suite of community engagement and public outreach initiatives to help SCWD tell its story and **inform, involve, and inspire** the community.

We believe that crafting a positive narrative around the ingenuity of the District's energy and water infrastructure modernization efforts will be a huge win for the Seeley community at-large and will help attract much-needed development through improved District services. The **Climatec Community Connect (C3)** team will work closely with District Staff to design a customized public outreach program that aligns with the District's strategic objectives and Board of Director's priorities. This program is developed in the initial assessment stage and implemented during the construction phase.

Various initiatives included in our program include:

- Sustainability Website & Videos
Recent examples include:
City of Ontario: <https://smartontarioca.com/>
City of San Leandro: <https://smarcitysl.com/>
- Press Releases & Customer Recognition Events
- Media Outreach
- Customer Recognition at Board of Director Meetings



SMART CITY EXPERTISE & EXPERIENCE

With the increase of urban population, public agency infrastructures are under severe stress and demand for energy is drastically growing. Increasing scarcity of funding, ever increasing utility rates and the implications of an irreversible climate change trigger a trend toward clean, renewable energy sources and higher energy efficiency. Information and communication technology can play a major role in the evolution path towards “Smart Cities”, transforming long-term strategies and good ideas into concrete and cost-effective initiatives.

Through the new paradigm of the ‘Internet of Things’ (IoT), it is now possible to add intelligence to the multitude of objects which are spread throughout our cities (light poles, water meters, parking lots, etc.) and integrate them into a wider network to exchange relevant information. The opportunity to collect and correlate reliable data is at the cornerstone of any smart service, from energy distribution to public transportation management, from public lighting to emergency services management.



Public Wi-Fi



Smart Energy



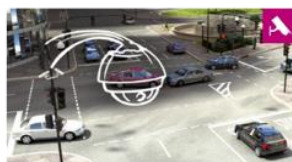
Connected Buildings



City Data Platform & Community App



Air Quality Monitoring & Wildfire Detection



Safety & Security



Intermodal Transportation



E-Mobility



Virtual Power Plants



Energy Storage Solutions



Smart Parking



development (R&D), with a large center in Palo Alto, California and invests billions of dollars every year on R&D. The City of San Jose even recently partnered with Bosch and Mercedes-Benz in launching a self-driving vehicle [pilot](#).

Climatec has the experience and expertise to implement smart technology, in conjunction with recommended energy and water improvements, to further reduce energy usage, provide District Staff with efficiency tools and improve public safety and livability in the community. Even beyond, Climatec’s parent company, Bosch, is a leading ‘IoT’ company offering innovative solutions for smart homes, smart cities, connected mobility and manufacturing. It uses its expertise in sensor technology, software, and services, as well as its own ‘IoT’ cloud, to offer its customers connected, cross-domain solutions from a single source. Bosch has over 50,000 employees focused solely on research and

Climatec's recent multi-phase program with the City of San Leandro illustrates our ability and expertise in "Smart City" technology. We encourage the City to visit our website to hear City Council recent testimonials: [City of San Leandro Program](#).

The City has become a recipient of a number of national and international awards resulting from the energy efficiency and sustainability improvements they have implemented in the last five years, including the [Beacon Vanguard Award](#) from the Institute for Local Government, [Smart 50 Energy Award](#) from "Smart Cities" Connect for their Wireless 'IoT' Connectivity Platform, and [Small City Honorable Mention](#) from U.S. Conference for Mayors for Solar and Energy Efficiency in Wastewater Operations.

POWER RESILIENCY

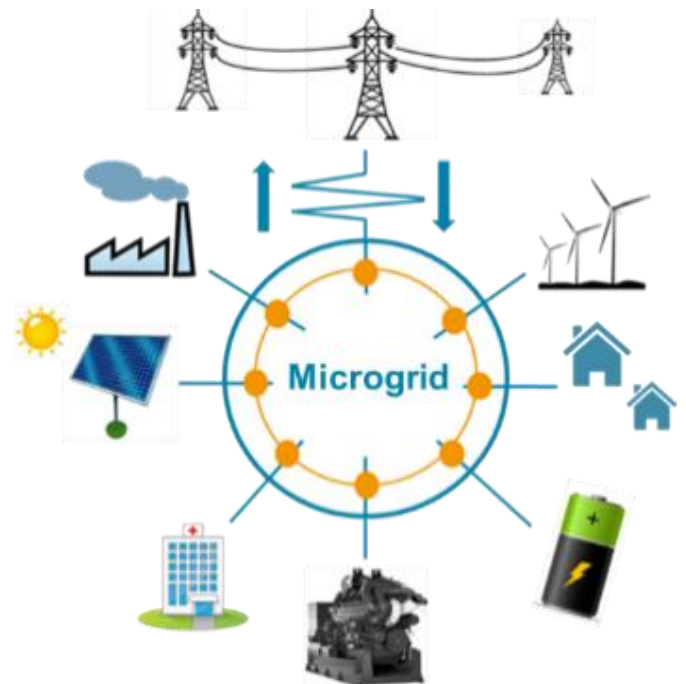
Increasing loads and decreasing reliable power supply have taxed California's utility grid in the last several years, with rolling blackouts becoming more prevalent. As drier conditions throughout California increase risk of wildfire, major utilities throughout the state, are turning to Public Safety Power Shutoffs (PSPS) to mitigate the risk of high winds causing further fire hazards. These blackouts and PSPS events are an annoyance to many, but devastating to the ability of water agencies to deliver on their primary mission – preserving water. Many districts are evaluating power resiliency solutions for critical infrastructure and systems to provide continuous operation, and preserving budgets in these loss of power situations.

Climatec has gained tremendous experience delivering power resiliency solutions of various types, from standalone generator solutions to full microgrids with islanding capability able to sustain critical operations for days without utility power. We work with our partners to identify the infrastructure to support, type of resiliency solution, economics of each technology, and available funding opportunities.

Before making equipment or technology selections, it is important to understand several key factors to define a power resiliency solution. These include desired power delivery periods, critical infrastructure to backup (wastewater treatment plants, IT/communications, full building cooling centers, etc.), and the always crucial economics of each.

Currently, we are delivering a microgrid program to the City of San Leandro's Water Pollution Control Plant. This program encompasses 1 MW of solar PV combined with generators, battery energy storage, and additional infrastructure modernizations. The City will have the ability to sustain operations in 'island' mode during PSPS events. Be it a wastewater plant, municipality, or a school district with over 40 educational and support sites, maintaining public infrastructure operations is imperative.

Further evaluations are made for ownership models and available funding sources. Climatec has supported its partners in securing over \$1 billion in outside funding, from a variety of grant, utility, state, federal, or private sector sources. This includes some of the largest grants awarded under the ongoing Self-Generation Incentive Program (SGIP), specific to power resiliency. We also help assess the impacts, to finances and operations, of Power Purchase Agreements (PPA), Public Private Partnerships (PPP), lease purchases, or outright ownership models for equipment. We collaborate to help navigate the options available to our customers, design, fund, and deliver their chosen solution.



LOCAL JOB CREATION

Climatec supports community job creation and local partnerships to fulfill components of the program we do not self-perform. This spans specialty engineering for larger or complicated mechanical systems to installation labor for mechanical and electrical equipment, if necessary. By contracting this work within the community, the District's project stimulates economic development and contributes to job creation within the Seeley community.

Immediately following project implementation, the District should expect to see significant reductions in its energy, operations, and repair costs; money which can be redistributed to pay for other necessary goods and services, and the hiring/ retention of quality personnel. Climatec has experience working with local labor unions and Community Workforce Agreements (CWA). For example, all three phases for the City of San Leandro utilized their local CWA and Climatec was the first program through this agreement. We were able to keep a majority of labor local, further supporting local economic development.

GREENHOUSE GAS EMISSIONS REDUCTIONS

As a direct result of the efficiencies gained in energy and water infrastructure modernizations throughout our comprehensive programs, our customers are also drastically reducing their CO₂ emissions and setting an example for environmental stewardship. Along with general fund relief and private sector job creation, various environmental benefits result from the implementation of this program: the less energy the District uses, the less energy that utilities must produce to meet the demand, resulting in pollution reductions and a direct positive impact on the environment throughout Imperial County.

SOLAR TECHNOLOGY EXPERTISE & EXPERIENCE

As the only energy services firm working alongside the world's largest commercial solar provider, this positions Climatec with a leg up. In developing an energy and water infrastructure modernization project to include solar solutions, it is crucial to ensure that the solar PV system is sized conservatively and thoughtfully rather than developing the largest system possible. A number of customers have seen the negative effects of over-sized solar PV systems, and have paid the price financially. The California Public Utilities Commission (CPUC) anticipates reviewing Net Energy Metering requirements this fall, with the intention of greatly reducing the credit benefits of extra solar energy produced and sent back into the grid by any solar customer – over-sizing solar will only become more detrimental financially in future years. Additionally, the solar technology itself needs to be reliable for decades to come – a solar PV system is an investment with a payback anywhere from 20-25 years. The Maxeon solar energy platform delivers maximum system energy, ultimate design simplicity, and record-panel technology with:

- **Industry-Best Panel Power** – Maxeon 450-watt panel is the most powerful in the industry
- **22.7% Record Panel Efficiency** – The industry's highest commercially available panel efficiency
- **More Power per Sq. Ft.** – Means more savings in less space and extra savings on system hardware
- **Lowest Degradation Rates** – Proven through field testing of 800,000+ solar panels
- **Proven Reliability** – Proprietary encapsulant protects cells and minimizes degradation
- **Most Comprehensive Warranty** – 40 years: Covers power, product and module service and repairs

Climatec's team, has managed over 100 MW in solar installations for public agencies across the State of California. These programs were funded by various sources including Power Purchase Agreements (PPA), Public Private Partnerships (PPP), and private sector funding to name a few.

Below are a few of our notable installations followed by sample post-implementation pictures:

City of Blythe
City of Duarte
City of Fountain Valley
City of La Mirada
City of Ontario
City of San Leandro
City of Santa Clarita
City of Twentynine Palms
City of Weed
Alvord USD
Bass Lake USD

Burlingame SD
Castro Valley USD
Earlimart SD
Fairfax ESD
Hamilton USD
Konocti USD
Lakeside Union SD
Lindsay USD
Orland USD
Pajaro Valley USD
Palmdale SD

Pollock Pines ESD
Ramona USD
Reef-Sunset USD
Richland SD
Rowland USD
San Benito HSD
San Lorenzo Valley USD
Santa Cruz City Schools
Saugus Union SD
Soquel Union ESD
Travis USD



TAB 6: PRICING, CONTRACTS, AND FORMS

PRICING PROPOSAL FOR STUDY

Climatec will perform a comprehensive energy and water infrastructure modernization study at no cost obligation to the Seeley County Water District. This is based on a good faith intent of SCWD to implement an energy and water infrastructure modernization program with Climatec after a scope of work and funding plan has been agreed to by District's stakeholders.

PRICING PROPOSAL FOR IMPLEMENTATION

If Climatec develops a scope of work and funding plan that meets the needs of SCWD, District Staff agrees to recommend Climatec for Board approval as the program implementer. If awarded an agreement for implementing the program, Climatec's profit fee of 5% of the turnkey project amount and would be paid for by funding sources utilized for the comprehensive program.

SAMPLE CONTRACTS & ACKNOWLEDGEMENT FORM

Per the District's request, we've included Climatec's sample contracts for project Installation, and measurement and verification (M&V) services including all applicable terms and conditions.

Additionally, we've completed and included Acknowledgment Form immediately following the sample contracts.

INSTALLATION AGREEMENT FOR

Click here to enter text.

TERMS AND CONDITIONS

ATTACHMENTS

Attachment "A" – Scope of Work

Attachment "B" - Lighting Summary

Attachment "C" – Mechanical Inventory

Attachment "D" - Technical Appendix

Attachment "E" – Solar Installation

ENERGY PERFORMANCE CONTRACT

This Contract entered into as of XXXXXXXXXXXX("Effective Date") is made by and between:

[Click here to enter text.](#)
("Purchaser") with its principal place of business at
[Click here to enter text.](#)
and

Climatec LLC
With its principal place of business at
2150 Towne Centre Place, Suite 200
Anaheim, CA 92805

Purchaser and Climatec LLC agree as follows:

1. **INSTALLATION.** Climatec LLC shall provide Purchaser with an Energy Efficiency Program, as identified in **Attachment(s) A, B, C, D and E** and incorporated herein by reference (hereinafter referred to as the "Work") at the total fixed price of [Click here to enter text.](#) including required taxes and Performance Bond (the "Contract Amount").

Climatec LLC is responsible for the design, engineering, permits, fees, approvals, project management, installation, startup, training, checkout, warranty, and insurance specifically associated with the Work to be performed. Climatec LLC is not responsible for any equipment, systems, controls, comfort problems, balancing, duct cleaning, existing deficient conditions, etc. not specifically included in this Agreement. Climatec LLC will provide submittals and engineered drawings (if required), for Purchaser's technical review and written approval, prior to initiating construction. All construction and associated cleanup shall be performed and scheduled so as to minimize any disruption with any ongoing Purchaser activities. Climatec LLC requires all underground conduits between buildings to be clear of obstruction, of sufficient size to accommodate new wire and cable, and easily accessible. The Purchaser is responsible for Ethernet drops at each location for Energy Management System communication. This proposal offer is valid until [Click here to enter text..](#)

2. **SCOPE OF WORK.** Once this contract is executed by the Purchaser and Climatec LLC, Climatec LLC may not revise the contract in any way except by mutual agreement with the Purchaser. Prior to the contract being signed by both parties, Climatec LLC reserves the right to revise any or all portions of the agreement.

This agreement is based upon the use of straight time labor only unless stated otherwise in this agreement. Purchaser agrees to provide Climatec LLC with required field utilities (electricity, toilets, drinking water, etc.) without charge. Climatec LLC agrees to keep the jobsite clean of debris arising out of its own operations. Purchaser shall not back charge Climatec LLC for any cost or expenses without Climatec LLC's written consent. Unless specifically noted in the statement of the scope of the work or services undertaken by Climatec LLC under this agreement, Climatec LLC's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment Hazards or dangerous substances, to include but not to be limited to asbestos, PCBs, or mold discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Climatec LLC shall not operate to compel Climatec LLC to perform any work relating to Hazards without Climatec LLC's express written consent.

3. **SOLAR INSTALLATION.** The scope of work excludes correction of concealed conditions that could not have been ascertained by general visual inspection. The scope excludes correction of any existing or previous violations of laws, codes or utility requirements and errors and omissions of the customer or other contractors not communicated to Climatec LLC. Customer will provide all discretionary permits (permits requiring the discretion of the issuer) required in time to execute the work within the agreed upon schedule. Climatec LLC will provide all non-discretionary, ministerial (permits not requiring thought and discretion of the issuer) permits required for the provision of the solar installation. Customer agrees to promptly execute and return provided Preliminary Interconnection Documentation (initial or preliminary paperwork or documentation required by the Utility for interconnection of the System to be executed by the System Owner), Preliminary Rebate Documentation (documentation comprising the initial or preliminary paperwork required by the administrator of the Rebate or the Rebate to be reserved) (if applicable), and Site Owner Consent Documentation (agreement from the site owner to install system on the real property identified in the proposal) (if applicable). Scope will include commercially reasonable efforts to promptly obtain the PTO (Permission to Operate) from Customer's utility. The monitoring equipment provider will provide monitoring hosting services for the first five (5) years of operation. Customer warrants that they hold title to the installation site and agree to the solar installation on that site.

Terms applicable to the solar scope are as follows:

- a. Interconnection Agreement – means an agreement between the Purchaser and a particular utility involved for interconnection of the solar output to the electrical grid.
- b. Interconnection Equipment – all equipment (including wiring and conduit and metering for net metering) on the Purchaser side of the main service meter to enable proper interconnection of the solar system to the grid.

(3.1) Design – Climatec LLC shall prepare the Design Submittals (prepared by qualified individuals). The Submittal shall be submitted to Purchaser for approval. Purchaser shall provide approvals within five (5) business days from receipt. If not received within five (5) days, the submittal may be deemed approval by Climatec LLC.

(3.2) Unforeseen Site Conditions – Within 10 days of discovery, Climatec LLC will notify Purchaser in writing of (a) subsurface or latent physical conditions at the site differing materially from those described in any contract or Purchaser documentation.

4. **INVOICING & PAYMENTS.** Climatec LLC may invoice the Purchaser for any equipment and/or materials installed at a job site. Purchaser agrees to pay Climatec LLC amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climatec LLC's invoice is not paid within 30 days of its issuance, it is delinquent and Climatec LLC may add 1% per month interest onto delinquent amounts.
5. **INDEPENDENT CONTRACT.** It is agreed between Purchaser and Climatec LLC that Climatec LLC shall perform the Work as an independent contractor. Climatec LLC may use subcontractors to perform work hereunder, provided Climatec LLC shall fully pay said subcontractors and in all instances remain fully responsible for (a) the proper completion of this agreement and (b) supervising such subcontractor's work and for the quality of the work they produce.
6. **MATERIALS.** All materials shall be new, in compliance with all applicable laws and codes, and shall be covered by a manufacturer's warranty, if appropriate. If the materials or equipment included in this agreement become temporarily or permanently unavailable, the time for performance of the work shall be extended to the extent thereof, and in case of permanent unavailability, Climatec LLC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore.

7. **COMPLETION.** The work specified in Section 1 shall be considered completed upon approval by the Purchaser, provided that the Purchaser's approval shall not be unreasonably withheld. The nature of the work is that it consists of multiple projects and/or sites, as noted in Attachment A (Scope of Work). Once work on a project or a site is deemed by Climatec LLC to be substantially complete (that is available for beneficial use by the Purchaser with the Scope of Work for that site or project functioning as required) except for minor items (a punch list), Climatec LLC will provide a Notice of Substantial Completion for that site or project to the Purchaser. Final Completion, as previously noted, will occur once the entire Scope of Work is complete for all sites and projects.
8. **WARRANTY.** Climatec LLC warrants that the equipment and systems provided under this contract shall be free from defects in material and workmanship arising from normal usage for a period of one year from the date of beneficial use or eighteen months from delivery of said equipment or systems. Within the warranty period, if Purchaser provides written notice to Climatec LLC of any such defects within thirty (30) days after the appearance or discovery of such defect, Climatec LLC shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment shall be borne by Purchaser, unless otherwise provided for in manufacturer warranties. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. All transferrable manufacturer warranties associated with the equipment will be transferred to the Purchaser. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose.
9. **LIABILITY.** Climatec LLC shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment, material, or systems furnished or the work performed pursuant to this agreement.
10. **TAXES.** The price of this agreement includes duties, sale, use, excise or other similar taxes required by federal, state or local laws in effect at the time of agreement execution.
11. **DELAYS.** Climatec LLC shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Climatec LLC's control, including but not limited to acts of God, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, or other Contractors or delays caused by suppliers or subcontractors of Climatec LLC, etc. If Purchaser delays project for greater than 60 days, Climatec LLC can recover any cost inflation on un-billed materials that were either stored or yet to be purchased.
12. **REBATES, UTILITY INCENTIVES** Unless otherwise stated in the project scope-of-work, or cash flow analysis, any and all rebates, incentives that are earned through the course of this project from public or private utilities, municipalities, development districts or state funding, with the exception of lighting rebates, are 100% the property of the Purchaser or their designee. Lighting rebates are 100% the property of Climatec LLC and are used to reduce the project cost to the Purchaser. The paperwork, inspections and verification required to collect these monies (with the exception of lighting rebates) are the sole responsibility of the Purchaser.
13. **TAX CREDITS, TAX DEDUCTIONS AND 179d QUALIFYING CREDITS** Unless otherwise stated in the contract, any and all eligible tax credits or incentives that can be earned through the course of this project from State, Local or Federal agencies for energy efficient design are 100% the property of Climatec LLC or their designee. The paperwork, inspections and verification required to collect these credits are the sole responsibility of Climatec LLC. The customer agrees to assist Climatec LLC where required by the jurisdiction in the form of data required for the application and authorizing signatures and/or transfers. In the event the Customer incurs expenses related to the processing of the applications, Climatec LLC shall reimburse these direct costs.
14. **COMPLIANCE WITH LAWS.** Climatec LLC shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by Climatec LLC.
15. **CLIMATEC LLC'S LICENSE AND DIR REGISTRATION.** In order to perform the work required by this Agreement, Climatec LLC shall possess a valid, active license in the classification(s) required issued by the State of

California, which shall remain valid and active throughout the Project. In addition, Climatec LLC must be registered with DIR as a public works contractor.

16. **WAGE RATES.** Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, PURCHASER has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at PURCHASER's office. In the event that the listed or posted rates are in error, CLIMATEC LLC is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and PURCHASER shall not be responsible for any damages arising from the error.
17. **PAYROLL RECORDS.** It is the responsibility of CLIMATEC LLC to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.
18. **PREVAILING WAGE.** The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). Climatec LLC and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Climatec LLC and all subcontractors will be required to furnish electronic certified payroll records to the DIR on a frequency not less than monthly using the DIR's eCPR system at http://www.dir.ca.gov/Public-Works/eCPR_System-iForm.html. Climatec LLC shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). Climatec LLC shall permit PURCHASER, the DIR or their designee to interview Climatec LLC's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide PURCHASER, the DIR or their designee with such access to its employees.
19. **APPRENTICES.** If applicable, CLIMATEC LLC shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.
20. **DISPUTES.** Written notice of any Dispute must be provided to the other party, describing specific details of the dispute relating to changes in Work or claim for additional compensation, within seven (7) days of the occurrence of the condition. This notice must be provided via certified mail. For a reasonable period commencing on the day written notice of Dispute was provided, but not to exceed thirty (30) days, the parties shall in good faith attempt to resolve the Dispute. If the parties are unable to resolve the Dispute during this period, the parties shall proceed to binding arbitration. The arbitrator shall be neutral and mutually acceptable. The arbitrator shall determine all rights and obligations under this Agreement and the award of the arbitrator shall be final, binding, and enforceable. Any award issued pursuant to this provision may be enforced in a court of competent jurisdiction, and each party hereby consents to that jurisdiction. All venues for arbitration shall be in the locality in which the project is located.
21. **CHANGE ORDER (Mid-Performance Amendments).** Climatec LLC and the Purchaser recognize that:
 - a. Purchaser may desire a mid-job change in the specifications or scope that would add time and cost to the specified work or inconvenience Climatec LLC.
 - b. Other provisions of the Agreement may be difficult to carry out because of unforeseen events, such as material shortage or labor strikes. If these or other events beyond the control of the parties reasonably require adjustments to this agreement, the parties shall make a good faith attempt to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this agreement. Failure to reach agreement shall be deemed a dispute to be resolved as agreed in section 14 of this agreement.
22. **INSURANCE.** Climatec LLC will maintain comprehensive liability and other insurance in amounts not less than those set forth below. Such insurance shall protect Climatec LLC and the Purchaser against any claims, losses, liabilities and expenses arising from the Work, whether performed by Climatec LLC or any subcontractor of Climatec LLC. The coverage shall include:
 - a. Workmen's Compensation and Employers Liability Insurance - \$1,000,000 each accident; \$1,000,000 each employee/disease; and \$1,000,000 policy limit.

- b. Comprehensive or Commercial General Liability - Bodily injury liability of \$1,000,000 per occurrence and general aggregate liability of \$2,000,000 per occurrence.
- c. Comprehensive Automobile Insurance – Combined single limit of \$1,000,000 per occurrence.

If the Purchaser requires that Climatec LLC maintain any special insurance coverage, policy, amendment, or rider, the Purchaser shall pay the additional cost.

- 23. **INDEMNITY.** The Parties hereto agree to defend, indemnify, and hold harmless each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
- 24. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
- 25. **ENTIRE AGREEMENT.** This agreement, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 26. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Climatec LLC unless accepted by Climatec LLC in writing.
- 27. **SEVERABILITY.** If one or more of the provisions of this agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.
- 28. **COUNTERPARTS.** This agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original.
- 29. **ASSIGNMENT.** Climatec LLC retains the right to assign its rights and obligations of this agreement with written consent of Purchaser.
- 30. **ACKNOWLEDGMENT.** Both Climatec LLC and the Purchaser acknowledge having read this agreement and all contract documents incorporated herein and have executed this agreement on the date written above.

APPROVAL. Each party represents that the person that has executed this agreement on its' behalf is authorized to do so.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement effective as of the date first above written.

[Click here to enter text.](#)

Climatec LLC

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

SAMPLE

Attachment “A”

Scope of Work

SAMPLE

Attachment “B”
Lighting Summary

SAMPLE

Attachment “C”
Mechanical Inventory

SAMPLE

Attachment “D”
Technical Appendix

SAMPLE

Attachment “E”
Solar Installation

SAMPLE

CLIMATEC MEASUREMENT AND VERIFICATION AGREEMENT FOR XXXXXXXXXXXXXX

SCOPE OF SERVICES

TERMS AND CONDITIONS

ATTACHMENTS

Attachment “A” – Guaranteed Savings Measurement & Verification

- I. Savings Guarantee
- II. Measurement And Verification Methods
- III. Selected Measurement And Verification Options
- IV. Specific M&V Plan For Each ECM:
 - a. Lighting System Upgrades
 - b. HVAC System Installation
 - c. HVAC Controls Upgrades

Attachment “B” – Utility Baseline Summary

Attachment “C” – Standards of Operation (Lighting & HVAC)

- I. Standards of Operation for HVAC
- II. Standards of Operation for Lighting

CLIMATEC M&V AGREEMENT

This Measurement and Verification ("M&V") Agreement ("Agreement") entered into as of XXXXXXXX, 2016 ("Effective Date") is made by and between:

XXXXXXXXXXXXXXXXXX ("Purchaser")
with its principal place of business at
XXXXXXXXXXXX

and

Climatec LLC
with its principal place of business at
2150 Towne Centre Place, Suite 200
Anaheim, CA 92805

This agreement shall include the Attachment(s) listed below:

- Attachment "A" - Guaranteed Savings Measurement & Verification
- Attachment "B" – Utility Baseline Summary
- Attachment "C" – Standards of Operation (Lighting & HVAC)

SCOPE OF SERVICES

Energy Savings Measurement & Verification Service:

Climatec LLC will provide measurement and verification services of the energy savings associated with Purchaser's Energy Retrofit Installation, as described in Attachment A - Scope of Work, located in the associated Installation Agreement. Energy Savings M&V reports will be provided to the Purchaser on an annual basis.

Term:

This Service Agreement shall commence upon the completion and acceptance of the Purchaser's energy retrofit installation project and receipt of final payment for the associated Installation Contract and shall continue for a term of XX years. The Purchaser may terminate this service agreement at any time with a 60 day written notice. However, termination of this agreement will void any savings guarantee associated with this project.

Charges:

This Agreement shall be billed once per year and is due and payable within forty-five (45) days of the Purchaser's receipt of invoice, which shall be sent quarterly beginning 30 days following receipt of final payment for the associated Installation Agreement work. The annual Service Agreement charge is \$xx,xxx for the first three years and escalated at x% annually for every subsequent year thereafter. This rate does not include taxes.

TERMS AND CONDITIONS

1. General Provisions:

1.1 Unless stated otherwise, the services provided under this Agreement shall be provided during Climatec LLC's normal business hours. Normal business hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. inclusive, excluding holidays.

1.2 The Purchaser shall provide reasonable means of access to the equipment being measured or verified. Climatec LLC shall not be responsible for any removal, replacement, or refinishing of the building structure, if required to gain access to the equipment. Climatec LLC shall be permitted to start and stop all equipment necessary to perform the services herein described as arranged with the Purchaser's representative.

1.3 This Agreement, when accepted in writing by authorized representatives of Purchaser and Climatec LLC, shall constitute the entire Agreement between the two (2) parties.

2. Charges:

2.1 For services not covered by this Agreement, but performed by Climatec LLC upon the Purchaser's authorization, the Purchaser agrees to pay Climatec LLC within forty-five (45) days of presentation of properly itemized invoice(s) at Climatec LLC's current rates.

2.2 If emergency service is requested by the Purchaser and inspection does not reveal any defect for which Climatec LLC is liable under this Agreement, the Purchaser will be charged at Climatec LLC's current emergency charge rates.

3. Limitations of Liability:

3.1 Climatec LLC shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including, but not restricted to; acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning strikes, freezes, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR BUSINESS INTERRUPTION, LOSSES, OR CONSEQUENTIAL, INDIRECT, SPECIAL OR SPECULATIVE DAMAGES

3.2 Climatec LLC shall not be required to make safety tests, install new devices, or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.

3.3 Climatec LLC shall not be required to make replacements or repairs necessitated by reason of negligence, abuse, misuse, or by reason of any other cause, unless such repairs are necessitated due to the actions or inaction of Climatec LLC, or its employees, representatives, agents, consultants, or subcontractors.

3.4 This agreement pre-supposes that all equipment is in satisfactory working order. Climatec LLC will inspect the equipment within sixty (60) days after the agreement takes effect and will advise the Purchaser of any equipment found to be in need of repair. If the Purchaser does not authorize Climatec LLC to make the repairs or if the Purchaser does not have the work performed, the equipment will be eliminated from coverage and the Agreement savings will be adjusted. Maintenance of existing equipment and systems is the responsibility of the Purchaser. Failure to properly maintain equipment and systems can result in reduced energy efficiency and may necessitate a baseline energy adjustment and annual Service Agreement charge will be proportionately reduced. There may be some equipment which, for reasons beyond Climatec LLC's control, cannot be inspected before this Agreement takes effect. Climatec LLC will inspect such equipment on the first visit where the equipment is available.

3.5 The amount of any present or future sales, use, occupancy excise, or other tax (federal, state, or local) which Climatec LLC hereafter shall be obligated to pay, either on its own behalf or on the behalf of the Purchaser or otherwise, with respect to the services covered by this Agreement, shall be paid by the Purchaser.

3.6 If the equipment or software included under this Agreement is altered, modified, or changed by a party other than Climatec LLC, this Agreement shall be modified to incorporate such changes and the Agreement price and/or Savings shall be adjusted accordingly, and the Annual Service Agreement charge shall be adjusted accordingly.

3.7 Following twelve (12) months of service or any time thereafter, if individual item(s) cannot, in Climatec LLC's opinion, be properly repaired on-site because of excessive wear or deterioration, Climatec LLC may withdraw the item(s) from coverage upon ninety (90) days prior written notice. Energy savings may be adjusted accordingly.

3.8 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Miscellaneous Provisions:

4.1 Safety and Security:

The services provided hereunder may occur on active Purchaser sites. As such, Climatec LLC shall ensure that its services on and around the Purchaser site comply with all applicable laws, regulations and standards including but not limited to, the fingerprinting requirements of the Education Code and any other legal requirements which may be applicable to Climatec LLC's activities on or about the Purchaser sites. While the Purchaser shall reasonably assist Climatec LLC in determining the applicable requirements, it shall be Climatec LLC's sole responsibility for determining and complying with all applicable laws, regulations, and standards.

4.2 Dispute Resolution:

- a. In the event of any dispute whatsoever between the Parties, Parties shall exhaust every reasonable effort to settle or dispose of the same, including a discussion of the matter between senior executives of each Party.
- b. Claims between City and Contractor shall first be resolved using the procedures set forth at California Public Contract Code section 9204. "Claims" are defined, pursuant to California Public Contract Code section 9204, as a separate demand by Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed by City.
- c. Upon receiving a claim sent by registered or certified mail, City must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement between the Parties. The claim is deemed rejected in its entirety if City does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after City's response. If a claimant disputes City's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in California Public Contract Code section 9204. Undisputed and unpaid claims accrue interest at seven percent (7%) per annum. A subcontractor or lower tier subcontractor may make a claim to the City through Contractor, as specified in California Public Contract Code section 9204. However, the procedures in this section shall not supersede the requirements of the Agreement with respect to Contractor's notification to City of such claim or extend the time for the giving of such notice as provided in the Agreement.
- d. Any controversy or claim arising out of or relative to the Agreement, or the breach thereof, not adjusted or disposed of by mutual agreement between the Parties as described above, shall be first settled by mediation and then (in the absence of settlement after mediation), by arbitration under the American Arbitration Association Construction Arbitration Rules then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and arbitration decision shall be final and binding on the Parties and on all Parties subject to the following. Said arbitration proceedings shall be filed in the Regional office of the American Arbitration Association nearest to City. All arbitrators shall be bound by the terms of the Agreement. The expenses of any arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence, and counsel.
- e. Pending a final resolution of a Dispute, the Parties shall each proceed diligently and faithfully with performance of their respective obligations under this Agreement.

4.3 Indemnification:

To the extent it may lawfully do so, the Parties hereby indemnify, defend (with counsel of its choosing), and holds harmless the other party and its affiliates, directors, representatives, agents, officers, employees and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from any third party actions from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of or connected with an act or omission of the indemnifying party, or an agent, invitee, guest, employee, or anyone in, on or about the Purchaser sites, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of express or implied warranty of product, defectiveness of product, or intentional infliction of harm, including any

workers' compensation suits, liability, or expense, arising from or connected with services performed by, or on behalf of the, indemnifying party, by any person pursuant to this Agreement; nonpayment for labor, materials, appliances, teams, or power, performed on, or furnished or contributed to the Purchaser sites. Notwithstanding the above, neither party shall be required to defend, indemnify and hold harmless the other for its own negligent acts and omissions or willful misconduct. It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense or liability attributable to that Party's negligence.

5. **Occupational Safety and Health:** The Parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
6. **Entire Agreement:** This Agreement, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
7. **Changes:** No change or modification of any of the terms and conditions stated herein shall be binding upon either Party unless accepted by both Parties in writing.
8. **Severability:** If one or more of the provisions of this Agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.
9. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original.
10. **Assignment:** Climatec LLC retains the right to assign its rights and obligations of this Agreement only with advance written consent of Purchaser.
11. **Acknowledgment:** Both Climatec LLC and the Purchaser acknowledge having read this Agreement, and all Attachments hereto, and have executed this agreement on the date written above.
12. **Approval:** Each party represents that the person that has executed this Agreement on its' behalf is authorized to do so.

<Customer Name>

Climatec LLC

Signature

Signature

Print Name

Print Name

Title

President – Energy Services

Title

Date

Date

Attachment “A”

Guaranteed Savings Measurement & Verification

SAMPLE

Attachment A

Guaranteed Savings Measurement & Verification

This document contains the energy savings Measurement and Verification (M&V) plan for the Energy Conservation Measures (ECMs) contained in the Installation Agreement. The following table summarizes the ECMs proposed. – See below Table 1.0

TABLE 1.0

INSERT TABLE HERE

A specific Measurement and Verification Plan is submitted for each Energy Conservation Measure (ECM) to provide a comprehensive overall Plan for XXXXXX. INSERT SCOPE HERE. Each measure's M&V Plan provides:

- A description of how the savings shall be verified for each ECM.
- Selection of specific protocol for verification of savings of each ECM.
- Requirements for measurement or other means to establish the ECM savings.

Climatec LLC is responsible for the pre-retrofit measurement, energy savings calculations, equipment installation, and required post retrofit verification as outlined herein. Purchaser agrees to operate and maintain all equipment installed. **Proper operation and maintenance of equipment and systems is critical to long-term achievement of energy savings.**

SAVINGS GUARANTEE

Climatec LLC warrants that Purchaser shall realize total energy savings, total operational savings and utility rebates ("Guaranteed Project Savings") in excess of the total project cost, less projected Prop 39 contributions (\$\$\$\$ for the first X years), during the course of the useful life of the equipment. The effective date will begin on the date of final acceptance of the Installation project and receipt of final payment for the associated Installation Contract and continue for a term not to exceed XX years (Guarantee Period). Climatec LLC agrees to complete the M&V Report on an annual basis and deliver to the Purchaser within sixty (60) days of the anniversary date of final acceptance and annually thereafter. Project savings that are verified during the course of construction will be applied to the 1st year guaranteed project savings.

If the annual M&V Report demonstrates that the project will achieve one hundred percent (100%) or more of the Guaranteed Project Annual Savings, then Climatec LLC shall have satisfied its energy performance guarantee obligation and the Purchaser shall accept the Annual M&V Report.

In the event that an annual M&V Report savings value (including any excess, unapplied savings from previous years) does not meet the Guaranteed Project Savings in accordance with the M&V Plan, then Climatec LLC shall repair, replace, or substitute the ECM that is not performing at the required level, as identified in the M&V Report, and at Climatec LLC's expense. Following corrective action, Climatec LLC shall re-perform the relevant M&V work for the affected ECM(s) and amend or supplement the M&V Report. If the sum of the ECMs indicates that the Guaranteed Project Savings are met or exceeded, then no further remedy shall be required.

If, after the opportunity to make corrections, the M&V Report, as amended, indicates that verified savings are less than the Guaranteed Project Savings as shown in the Savings Summary, then Climatec LLC shall pay the Purchaser the shortfall amount.

The Purchaser agrees that project savings, which exceed the guaranteed amount in any one (1) year, may be applied to future year's savings to offset an energy savings shortfall. The savings guarantee will remain in effect for the term of this agreement. Cancellation of this agreement will result in the termination of the savings guarantee.

The Utility Baseline Summary, as shown in Attachment B, may be modified over the course of the Guarantee Period to adjust for changes in utility rates, number of days in utility billing cycle, square footage, energy using equipment, building occupancy and weather. This Guarantee is subject to the Purchaser's adherence to the Standards of Operation for

Lighting and HVAC systems, as documented in Attachment “C” of this agreement.

MEASUREMENT AND VERIFICATION METHODS

Measurement and Verification (M&V) of energy savings is a methodology based on standard industry protocol intended to provide reasonable assurance that energy savings calculated are realized over the term of the contract.

The development of the M&V plan is based on the IPMVP-2012 (International Performance Measurement and Verification Protocol) and the application of sound engineering and business guidelines to the overall need for verification of energy savings for each ECM. This plan contains methodology that shall cost effectively provide assurance of equipment savings through short term or spot measurements, engineering calculations and/or direct utility billing comparisons. The necessary components to a well-established M&V Plan are:

- Specific identification of each ECM and proposed M & V. Reporting requirements for overall savings.
- Participation of all parties and any necessary coordination with independent review.

Methods of M&V vary in accordance with the type of project, level of assurance of savings, cost, and availability of data, financing constraints, and energy costs. The methods selected must be cost effective given the financial savings to the Purchaser. The methods used for the ECMs detailed herein were selected to minimize M&V cost while still providing a reasonable assurance of the savings calculations.

The IPMVP-2012 guideline provides the following options related to methodology for M&V:

Option A – Partially Measured Retrofit Isolation. Option A uses a combination of stipulated and/or measured factors to calculate baseline usage and savings associated with the ECM. Spot or short-term measurement would be used for the measured values. Stipulated values are supported by Purchaser input, historical data, or manufacturer data.

- Baseline and savings calculations are provided through engineering calculations, component or system models.
- Depending on number of points measured, Option A provides the least cost alternative to M&V.

SELECTED MEASUREMENT AND VERIFICATION OPTIONS

For the ECM's covered under this M&V plan, the Table of Selected M&V Options, located on the following page summarizes the proposed **IPMVP Options selected**: See table 1.1 below

TABLE 1.1

INSERT TABLE HERE

The particular option selected for each ECM was based on a number of related issues including: ECM cost, ECM savings, cost of Measurement and Verification and the ability to accurately determine whole building operations. XXXXXX, are stipulated and agreed by the Purchaser and are met upon the completed installation of these retrofit projects.

The baseline and the post-installation energy use depend on various system and external factors, such as energy demand, operating hours, weather conditions, motor loading, energy rates, and occupancy. Development of the baseline, post ECM consumption, cost avoidances and simple payback for each ECM covered by this M&V plan includes:

- Stipulated Values – These values are important in the overall calculations for energy consumption, financial calculations, and operating conditions. Climatec LLC and Purchaser have agreed to these values for purposes of establishing savings.
- Developed/Measured Values – These are the values determined by spot or short-term measurement. Values are determined based on a sound engineering approach to variable determination. Both values used for baseline consumption and values to be measured/determined as parts of the post ECM implementation are detailed.
- Assumptions – Some values that are assumed in order to calculate energy use are necessary in certain circumstances.
- Calculations – The necessary calculations for baseline energy and demand usage, the calculation of the energy and demand components with implementation of the ECM, the calculation of costs, and annual savings are the primary tool for assessing the estimated and actual savings of any ECM.
- Instrumentation – The type and specifications, if applicable, for any instrumentation used for developed/measured values is provided to ensure appropriate meters and measurement equipment is used for specified applications.
- Pre Retrofit Measurements – Each ECM may have a section detailing the measurements required prior to the retrofit. These measurements are used to establish the baseline or adjustments required to establish an accurate baseline.
- Post Retrofit Measurements – Each ECM may have a section that details the measurements required if any after the retrofit is completed. This section is utilized to detail the type of measurements required for verification of the energy savings calculations.
- Adjustments – Each ECM may have a section for adjustments. This section includes possible adjustments to the actual Energy Audit Report and energy information, appropriate adjustments to the M&V plan, and adjustments to any savings guarantee. This section is utilized to anticipate changes necessary due to field conditions and provide an appropriate response in the verification of actual energy and cost avoidances.
- Commissioning – Each ECM may have a section regarding the commissioning process. This provides the detail for how the savings will be verified upon project completion, and the type of inspection that will be completed, and the billing method for verified savings. This section is utilized to provide a standard approach for each ECM upon project completion.

Climatec LLC will follow the agreed-upon M&V protocols for the measurement period and will prepare post-installation reports with supporting documentation for the Purchaser. The cost of M&V is included in the project cash flow requirements.

SPECIFIC MEASUREMENT AND VERIFICATION PLAN

“OPTION A” FOR LIGHTING SYSTEM UPGRADES

Introduction

This Measurement and Verification Plan (M&V) is specific to all lighting retrofits and occupancy sensor installations. The sites receiving these upgrades are listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

For this ECM, IPMVP Protocol – Option A shall be utilized. This option provides for the measurement of at least one variable pre and post retrofit with other variables allowed for stipulation. For this retrofit, a representative sample of each of the fixture types will be measured. The same sample will be used for both pre and post retrofit calculations. Wattage shall be measured with an appropriate instrument that is properly calibrated.

Light Levels

A representative sample of the light levels shall be measured. Where rooms have similar or identical lighting design, it is not required that each room be measured. Light levels shall be measured by an appropriate instrument that is properly calibrated. Light level measurements apply to both pre and post retrofit areas and shall be recorded at the work surface. Where rooms do not have a specific work surface (such as gymnasiums) light levels shall be measured at the floor.

Documentation

All areas measured shall be documented. The data shall indicate areas that do not meet IESNA standard light level requirements. All instrumentation used shall be clearly documented.

Stipulated Values

Operating Hours are stipulated for purposes of M&V. Please see Attachment “C”, Lighting Standards of Operation for a complete list of lighting hours of operation. Stipulated values are agreed to by the Purchaser.

Savings Calculations

The calculations for the baseline energy consumption and post retrofit savings provide the basis for the overall financial viability of this ECM.

kWh and/or kW Savings

The electrical consumption reduction of a particular lighting ECM is determined by comparing the pre and post conditions applied to the hours agreed upon in the Standards of Operation.

$$\{[(\text{Existing watts/fixture}) \times (\text{existing quantity}) \times (\text{existing hours of operation})] - [(\text{proposed watts/fixture}) \times (\text{proposed quantity}) \times (\text{proposed hours of operation})]\} / 1000 = \text{kWh savings}$$

Dollar Savings

After calculating the kWh saved, the specific facility's average cost per kilowatt hour shall be used to determine dollar savings.

$$(\text{kWh saved}) \times (\text{average kWh rate}) = \$ \text{kWh saved}$$

$$(\$ \text{kWh saved}) = \text{the total dollars saved}$$

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new lighting system installations, extended warranties, and/or service agreements provided by Climatec LLC. The operational savings are based on CEC Prop 39 guidelines and are stipulated and met upon the completed installation of the energy retrofit contract.

Adjustments

For this ECM the following adjustments are allowed for purposes of Measurement and Verification:

- Light level requirements may be modified as detailed in this plan.
- Changes in actual construction including number and/or type of fixtures. All changes shall be clearly documented and provided to the Purchaser's representative.
- Utility rates, billing days or degree days.

Commissioning

Commissioning shall consist of inspections and a final savings verification report. Inspections shall consist of:

- During the construction phase of the project, Climatec LLC shall keep a detailed record of the quantity and types of fixtures retrofitted and fixtures installed in each building. A post construction inspection is required by the responsible M&V party.
- After lighting modifications have been made, the installations shall be inspected to verify the retrofit counts by fixture code.
- Post retrofit lighting levels shall be measured to verify compliance with the contract standards.

SAMPLE

SPECIFIC MEASUREMENT AND VERIFICATION PLAN

“OPTION A” FOR HVAC SYSTEMS INSTALLATION

Introduction

This Measurement and Verification Plan (M&V) is specific to the installation of new high efficiency HVAC units at the sites listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

For this ECM, IPMVP Protocol – Option A shall be utilized. This option shall provide for the measurement of at least one variable pre and post retrofit with other variables allowed for stipulation. For this retrofit, field data shall be collected which includes, unit counts, unit tonnage, nameplate horsepower and efficiency rating for each existing HVAC system.

Stipulated Values

Hours of Operation, heating/cooling loads and runtime hours of the existing HVAC systems are stipulated for purposes of M & V. Please refer to Attachment C, HVAC Standards of Operation in this agreement for specific operating hours and runtime hours for each HVAC unit or area. Stipulated values are agreed to by Purchaser.

Calculations

The calculations for the baseline energy consumption and post-retrofit savings provide the basis for the overall financial viability of these ECM's. The following equations summarize the calculation of savings:

Electric (kWh) Savings

The electrical usage reduction of this ECM is determined by the following equation:

$$((\text{Size of Existing HVAC Unit}) \times (\text{Unit Efficiency}) \times (\text{Stipulated Load Factor}) - (\text{Size of New Cooling Unit}) \times (\text{Unit Efficiency}) \times (\text{Stipulated Load Factor})) \times (\text{Annual Operating Hours}) = \text{kWh Savings}$$

Dollar Savings

After calculating the kWh saved, the specific facility's average cost per kilowatt hour shall be used to determine dollar savings.

$$(\text{kWh saved}) \times (\text{average kWh rate}) = \$ \text{kWh saved}$$
$$(\$ \text{kWh saved}) = \text{Total dollars saved}$$

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by Climatec LLC. The operational savings are based on CEC Prop 39 guidelines and are stipulated and met upon the completed installation of the energy retrofit contract.

Pre Retrofit Measurements

None required for this ECM.

Post Retrofit Measurements

None required for this ECM.

Adjustments

None required for this ECM.

Commissioning

Commissioning shall consist of inspections, and a final Commissioning report. The Inspections and Report shall consist of:

- Commissioning of the newly installed HVAC equipment shall include verification that each new unit is operating, as specified, in all modes (heat/cool).

SAMPLE

SPECIFIC MEASUREMENT AND VERIFICATION PLAN

“OPTION A” FOR HVAC CONTROLS UPGRADE

Introduction

This Measurement and Verification Plan (M&V) is specific to the energy management system upgrades at the sites listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

For this ECM, IPMVP Protocol – Option A shall be utilized. This option shall provide for the measurement of at least one variable pre and post retrofit with other variables allowed for stipulation. The cooling and heating setpoints during occupied and unoccupied modes of the HVAC equipment will be verified and documented. For this retrofit, field data shall be collected which includes, unit counts, unit tonnage, nameplate horsepower, efficiency rating, operating schedules, cooling and heating temperature setpoints for each HVAC system.

Stipulated Values

Hours of operation and heating/cooling load factors are stipulated for purposes of M&V. Please refer to the Attachment C, HVAC Standards of Operations for specific existing and proposed operating hours for each HVAC unit or area. Stipulated values are agreed to by Purchaser.

Calculations

The calculations for the baseline energy consumption and post retrofit savings provide the basis for the overall financial viability of these ECM's. Post-retrofit operating schedules and trend reports will be used to verify the inputs such as operating hours, cooling/heating temperature setpoints that are used in the calculations to validate the savings. The following equations summarize the calculation of savings:

Electric (kWh) Savings

The electrical usage reduction of this ECM is determined by applying the stipulated runtime reduction to the calculated energy usage of the HVAC unit.

$(\text{Size of HVAC unit}) \times (\text{Unit efficiency}) \times (\text{Stipulated load factor}) \times (\text{Existing annual operating hours} - \text{Proposed annual operating hours}) = \text{kWh savings}$

Natural Gas (Therms) Savings

The natural gas usage reduction of this ECM is determined by applying the stipulated runtime reduction to the calculated energy usage of the HVAC unit.

$(\text{Size of Heating unit}) \times (\text{Unit efficiency}) \times (\text{Stipulated load factor}) \times (\text{Existing annual operating hours} - \text{Proposed annual operating hours}) = \text{Therm savings}$

Dollar Savings

After calculating the kWh saved and the Therms saved, the specific facility's average cost per kilowatt hour and the average cost per Therm of natural gas shall be used to determine dollar savings.

$(\text{kWh saved}) \times (\text{average kWh rate}) = \$ \text{ kWh saved}$
 $(\text{Therms saved}) \times (\text{average Therm rate}) = \$ \text{ Therms saved}$
 $(\$ \text{ kWh saved}) + (\$ \text{ Therms saved}) = \text{Total dollars saved}$

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by Climatec LLC. The operational savings are based on CEC Prop 39 guidelines and are stipulated and met upon the completed installation of the energy retrofit contract.

Pre Retrofit Measurements

Existing operating hours and cooling/heating temperature setpoints for each HVAC unit or area will be obtained from current thermostats/EMS.

Post Retrofit Measurements

Post-retrofit operating schedules, cooling and heating temperature setpoints in both occupied and unoccupied modes for the HVAC equipment will be obtained using the new controls system.

Adjustments

For this ECM the following adjustments are allowed for purposes of Measurement and Verification:

- Addition or subtraction to the conditioned square footage of facilities.
- Utility rates, billing days or degree days.
- Equipment changes.
- Increase or decrease in facility usage as associated with daily occupancy times and special events.

Commissioning

Commissioning shall consist of inspections, and a final Commissioning report. The Inspections and Report shall consist of:

- Commissioning of the newly installed energy management system (EMS) shall include verification that the operating schedules, cooling and heating temperature set points and the control sequences for the HVAC equipment have been programmed as specified.

Attachment “B”
Utility Baseline Summary

SAMPLE

Energy Baseline

SAMPLE

Attachment “C”

Standards of Operation for HVAC & Lighting

SAMPLE

STANDARDS OF OPERATION

The hours of operation for the Purchaser's Lighting and HVAC systems, located on the following pages, were used to calculate the energy savings in the Savings Summary section of this agreement and will be used in all measurement and verification calculations.

SAMPLE

XXXXXX
HVAC Standards of Operation

SAMPLE

Insert Table Here

SAMPLE

The Districts shall be the sole judge of the qualifications and services to be offered and their decision(s) shall be final. Discussions may be conducted with respondents who submit qualifications determined to be reasonably acceptable of being selected for award:

Scoring Criteria

- a) **Background:** i.e.. qualifications, experience, resources, financial solvency. (20 points)
- b) **Project Team & Management Structure:** i.e.. amount of work self-performed, strength of proposed team, trainers, and management structure. (25 points)
- c) **Project History & References:** i.e.. relevant past project experience. (50 points)
- d) **Project Approach:** i.e.. approach to audits, project management, training, etc. (25 points)
- e) **Additional Benefits & Added Value:** i.e.. additional benefits resulting from implementation and respondent's added value elements. (10 points)
- f) **Savings:** i.e.. savings approach and track record. (35 points)
- g) **Contracts & Forms:** i.e., sample contracts, terms & conditions & completed Acknowledgement Form (30 points)
- h) **Response:** responsiveness and compliance with the requirements of the proposal. (5 points)

Total Maximum Point Valuation: 200

ACKNOWLEDGEMENT FORM

RFP # 2022-11 (2) Comprehensive Energy and Water Infrastructure Modernization and Utility Savings Program

Pursuant to and in compliance with your Notice Requesting Proposals and all other documents relating thereto, the undersigned respondent, having familiarize himself with the terms and conditions of the proposal documents, hereby proposed and agrees to perform the work to be done and to provide all labor and materials necessary to perform the work.

Name of Respondent: _____

ACKNOWLEDGEMENT OF AMENDMENTS:

The respondent acknowledges receipt of amendments to RFP # 2022-11 (2)

Amendment Number						Initial Here 
Date						



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