

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

COMMERCIAL AIR AND REFRIGERATION LLC DBA ENOVATIVE MECHANICAL

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Installation and replacement of gas water heaters with efficient electric heat pump water heaters through Pacific Gas and Electric’s Government/K-12 program at several County facilities.

2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 0.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 10/22/2024 to 10/31/2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Cora Panturad, Sustainability Program Manager	BRIAN CIZMAR, PRESIDENT
Name and Title	Name and Title
168 W. Alisal, Salinas, CA, 93901	440 N BARRANCA AVE #5425, COVINA, CA 91723
Address	Address
831-755-5338	800-346-6160
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes

CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

COMMERCIAL AIR AND REFRIGERATION

Contractor/Business Name *

By:

Contracts/Purchasing Officer

By:

(Signature of Chair, President, or Vice-President)

Date:

BRIAN CIZMAR, PRESIDENT

Name and Title

DocuSigned by:

By:

Deborah Padlinelli

Department Head (if applicable)

Date: 10/11/2024

Date:

10/25/2024 | 3:18 PM PDT

Approved as to Form

County Counsel

Susan K. Blitch, Acting County Counsel

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

By:

DocuSigned by:

Shane Eben Strong

County Counsel

DEREK ZOBRIST, CFO

Name and Title

Date:

10/11/2024 | 2:24 PM PDT

Date: 10/11/2024

Approved as to Fiscal Provisions

DocuSigned by:

By:

Patricia Ruiz

Auditor/Controller

Date:

10/14/2024 | 7:25 AM PDT

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

By:

DocuSigned by:

David Bolton

David Bolton, Risk Manager

Date:

10/11/2024 | 3:05 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT-A

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”**

AND

Commercial Air and Refrigeration LLC DBA Enovative Mechanical, hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall furnish and install highly efficient heat pump hot water heaters in several County facilities as the designated implementor assigned by Pacific Gas and Electric Company’s Government and K-12 program as detailed in the table below.

County of Monterey	Government Center 168 W Alisal	Government Center 1441 Schilling North 1st Floor	Government Center 1441 Schilling South 2nd Floor	Government Center 1441 Schilling South 3rd Floor	Day Care 1494 Schilling	Corp Yard 855 E Laurel Building A	Corp Yard B	Corp Yard 855 E Laurel Building C	Corp Yard Building D	Corp Yard Building E	Corp Yard Building F	Total
Existing Gas WH	(1) 100 gallons	(2) 100 gallons	(1) 50 gallons	(1) 96 gallon	(1) 50 gallons	(1) 75 gallons	(1) 29 gallons	(1) 40 gallons	(2) 50 gallons	(1) 29 + (1) 40 gal	(1) 30 gallons	
Proposed HPWH	(2) 120 gallons	(2) 120 gallons	(1) 50 gallons	(2) 120 gallon	(1) 50 gallons	(1) 80 gallon galk	(1) 50 gallons	(1) 50 gallons	(2) 50 gallons	(2) 50 Gallons	(1) 50 gallons	
COSTS												
Base Cost	\$39,072.80	\$39,072.80	\$6,992.00	\$39,072.80	\$6,992.00	\$8,590.00	\$6,992.00	\$6,992.00	\$13,984.00	\$13,984.00	\$6,992.00	\$188,736.40
Add On: Electric Run	\$330.00	\$0.00	\$240.00	\$550.00	\$0.00	\$840.00	\$960.00	\$600.00	\$1,140.00	\$840.00	\$360.00	\$5,860.00
Add-On: Stair Lift	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$0.00	\$0.00	\$2,000.00
Add On: Manual Haul	\$0.00	\$0.00	\$0.00	\$0.00	\$940.00	\$0.00	\$0.00	\$0.00	\$0.00	\$940.00	\$940.00	\$2,820.00
Add On: Condensate Pump	\$0.00	\$274.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$274.00
Add On: Crane	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option: Prevailing Wage	\$4,800.00	\$4,800.00	\$2,400.00	\$4,800.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$4,800.00	\$4,800.00	\$2,400.00	\$38,400.00
Total Cost	\$44,202.80	\$44,146.80	\$9,632.00	\$44,422.80	\$10,332.00	\$12,330.00	\$10,852.00	\$10,492.00	\$20,424.00	\$20,564.00	\$10,692.00	\$238,090.40
PG&E Incentive	\$44,202.80	\$44,146.80	\$9,632.00	\$44,422.80	\$10,332.00	\$12,330.00	\$10,852.00	\$10,492.00	\$20,424.00	\$20,564.00	\$10,692.00	\$238,090.40
Net Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$0 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based between CONTRACTOR and Pacific Gas and Electric Company.

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



October 8, 2024

Cora Panturad
County of Monterey
168 W. Alisal St.
Salinas, CA 93901

Dear Cora,

Please accept this letter as a commitment offer for the incentive quotes on behalf of PG&E Government/K-12 program as administered by Willdan Energy Solutions.

The table following this cover letter presents the project financials for each site that we assessed. This table also includes the incentive funds that PG&E, through Willdan as Program Administrator, has committed to this project. This letter reserves those funds on a **first come first served basis**. Please let me know if there is an expected delay in signature approval as funding is limited.

The GK12 program will be managing your work across 11 different projects – to be reported to PG&E on completion. The enclosed Program Participation Agreement governs each of those projects individually.

For the Government Center at 168 W. Alisal Street, we will need to recheck the available space on the roof for the new heat pumps. The project is presented with two heat pumps. The County and Willdan will need to agree on a final solution or cancel the project.

GK12 is funded by the California Ratepayer and has limited funding for your project to keep it **no/low cost**. By accepting this project the signing agency (Participant) acknowledges and agrees to the following:

1. *Participant, as applicable, will support navigating the permitting process.*
2. *Participant will, as applicable, facilitate setting permitting expectations for the GK12 program scopes made part of this Program Participation Agreement.*
3. *GK12 has budgeted \$500.00 per permit. Should per project permitting costs exceed \$500.00, the program reserves the right to (a) cover the cost or (b) pass the cost back to your agency should the total cost of the install exceed our program budget for the work.*
4. *Participant agrees that changes in permitting requirements and expectations, from permit issuance to permit closure will not occur. Should they occur, Participant agrees to waive or cover any additional permitting costs associated with special inspections or after-the-fact engineering expectations that exceed the budgeted \$500.00 noted in item 3 above.*
5. *Participant understands that clear expectations regarding permitting, as applicable, prior to installation, will mitigate challenges during permit closures.*
6. *Participant understands that the project scopes are limited to actions that must be taken to install a Heat Pump Water Heater.*
7. *Participant upstream or downstream plumbing issues may arise due to the temporary shut-off of hot-water. Examples include but are not limited to failing o-ring and gasket failures.*
8. *The program will in good faith, support the resolution of such issues noted in item 6 and 7 above; additional funding to address upstream and downstream issues not associated with the scope will be considered on a case-by-case basis.*

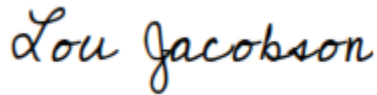
9. *The agency has reviewed the scope and understands the recommendations by the GK12 program, potential changes in facility functional use or forecasted changes in occupancy, and that the presented scope is acceptable for current and forecasted use.*
10. *GK12 will not be responsible for a lack of hot water should the space's functional use change or should occupancy levels increase after the installation.*
11. *The Participant, will in good faith, promptly communicate with GK12 staff should any concerns arise to ensure the program can rapidly resolve the stated issue.*

Should you agree to move the project forward, our subcontractor will be responsible for the pulling and closing of building permits. A Willdan representative will periodically be onsite to oversee our subcontractor.

If there are any questions, please contact me.

Thank you in advance for participating in the PG&E Government K-12 Program.

Sincerely,

A handwritten signature in black ink that reads "Lou Jacobson". The signature is written in a cursive, slightly slanted style.

Lou Jacobson
Willdan Energy Solutions

cc: Tom Kouris; Ashleigh Servadio; Andrea Hurst



Program Participation Agreement

Thank you for participating in Willdan's Government and K-12 Schools Program. Follow the 3 steps below to get started.

Step 1: Submit this PPA and pre-installation application to Willdan before commencing installation of energy efficiency measures

Step 2: Willdan ("Implementer") will review the application and issue a Notice to Proceed (NTP)

Step 3: After receiving a NTP, proceed with the installation of measures and then submit the post-installation application (includes Project Certification Form, invoices, calculations, photos, cut sheets, and W-9 form)

Site Information

Site or Building Name:	Site Contact Name:	Site Contact Phone:	Site Contact Email:
Multiple (see attached)	Deborah Paolinelli	831-755-5309	paolinellid@countyofmonterey.gov
Site Address (if multiple, provide full list in an attachment):	Mailing Address:		
Multiple (see attached)	168 W Alisal St, Salinas, CA 93901		

PG&E Account Information

Account Holder Name:	Interval Meter? (Y/N):
County of Monterey	N/A
Electric Service ID#:	Gas Service ID#:
Account # 8053933	

Project Estimates

Estimated Total Project Cost:	Estimated Total Incentive ¹ :
\$238,090.40	\$238,090.40
Estimated Project Completion Date:	
TBD	

Measures - From Project Feasibility Study

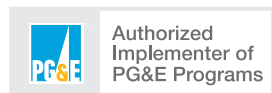
EEM NO.	Measure Description	Electricity Savings (kWh)	Demand Savings (kW)	Gas Savings (Therms)
1	(9) 50 gallon HPWH	-97,365		9,901
2	(1) 80 gallon HPWH	-13,629		1,556
3	(6) 120 gallon HPWH	-290,754		38,082

Program representatives have developed detailed calculations for proposed measures using industry standard tools, including building modeling software as required. All measures included as part of this program participation have been screened for cost-effectiveness eligibility through a TRC analysis.

Incentive Payment - If Incentives Apply. Payee Must Have W-9 On File With The Program.

Make Incentive Payable To:	Payee Type:	Notes (Attention To, etc.):
Willdan Energy Solutions	Partner	Accounts Receivable
Incentive Mailing Address:	State:	Zip Code:
2401 East Katella Ave. Ste. 300, Anaheim	CA	92806
		Telephone:
		(800) 424-9144

¹ See terms & conditions sections 9 & 11: funds are subject to change, first-come, first-served and are not guaranteed.



Customer agrees to implement its project ("Project") subject to these Program Application Agreement Terms and Conditions ("Project Application Agreement").

1. **AUTHORITY.** Customer represents and warrants it has the Project Site owner's permission to implement the Project.
2. **ELIGIBILITY REQUIREMENTS.** Eligibility requirements for Projects seeking to participate in Programs must be for a non-residential use and the Project's meter is charged the public purpose fund surcharge. Project implementation is subject to all California Public Utility Commission (CPUC) regulatory mandates, the Program Project's rules and policies which may change without notice, (Statewide Customized Offering Procedures Manual, PG&E's Platform Rulebook, CPUC NMEC Rulebook) individually and collectively, the (Program Manual), Project measures have not been replaced within the last five years, and any other eligibility requirements as required by PG&E.
3. **WORKFORCE STANDARDS AND INCENTIVES FOR HVAC AND LIGHTING CONTROL MEASURES.** Projects that receive an incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding \$3,000 and/or for lighting control (LC) measure exceeding \$2,000, prior to these measures being installed, modified or maintained, each technician rendering such work is required to provide their applicable qualification documentation and must have for at least one of the following: (a) Completed an accredited HVAC apprenticeship. (b) Is enrolled in an accredited HVAC apprenticeship. (c) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the CA Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed. (d) Has a C-20 HVAC contractor license issued by the CA Contractors State Licensing Board; and for LC Measures the person doing the work must produce an installer certification from the CA Advanced Lighting Controls Training Program.
4. **PROJECT APPROVAL AND PRODUCT QUALIFICATION.** Projects may be required to receive written Project Approval in accordance with the applicable requirements in the Program Manual, which can include the CPUC Energy Division (ED) review and approval for the Project. Until approved, Projects must not remove any existing Project equipment/systems, pre-ordering, purchasing, or installing any equipment. Equipment leased, rebuilt, rented, received from warranty or insurance claims, exchanged, or won as a prize; new parts installed in existing equipment; or resale products do not qualify.
5. **PROJECT DESIGN, FEASIBILITY, INSTALLATION AND PERMITS.** If applicable, PG&E may review the design, construction, operation or maintenance of the Project which does not constitute any guarantee or representation as to the economic or technical feasibility, operational capability, or reliability of the Project measures. Project design, feasibility, installation and acquiring permits to implement Customer's Project is between and the Implementer, the contractor performing the work to implement Customer's project, if any, and Customer. PG&E shall have no responsibility whatsoever to be responsible for, and under no circumstances be required to obtain any necessary Project permits, materials, labor, costs to develop the Project's scope, final design, acquire bids, hire appropriate licensed contractor(s), verify applicable workforce standards, technical and operational Project feasibility, and other related cost and fees to implement the Project.
6. **PROJECT INSTALLATION DEADLINE.** Projects must be completed and fully operational no later than one year from the Project Approval Date.
7. **ACCESS AND INSPECTIONS OF PROJECT SITE.** Project inspections, its baseline and performance measurements, are required to be verified upon the Project's completion to determine the final incentive amount to be paid. Customer agrees to provide access to PG&E, its agents and the CPUC to perform these tasks and others such as, Project inspection of pre and post installation equipment to review the existing/baseline energy use measurements.
8. **PROJECT MATERIAL OR SCOPE CHANGES.** If the Project scope or Site conditions materially change or there occurs any non-routine events (i.e. Project site size change, use of additional heating and cooling loads, longer or shorter operating hours), during implementation or after completion impacting the Project energy saving benefit, Customer shall promptly prepare a written detailed narrative about such event(s) or modifications.
9. **CALCULATION OF THE PROJECT INCENTIVE.** Project incentives are paid based on the verified energy savings. The Project incentives, energy savings projections and installation costs on this or related to this Project Application Agreement are ESTIMATES only and may vary upon verification of the completed Project's energy savings. Incentive payments shall only be paid on Projects that exceed California code or standard practice. The applicable code or standard practice for the Projects is the code or standard practice in place when the Project measure equipment either was installed or altered as defined under Title 24. Implementer and PG&E shall validate the Project's baseline, verify the Project's actual energy savings, and determine the Project's incentive to be paid, in compliance with the Project's relevant Program Manual.
10. **CUSTOMER'S WITH SELF GENERATION CAPABILITIES.** For customers with an existing onsite cogeneration or self-generation, incentives for energy savings in these instances are incentives are limited to and can not exceed the customer cost of kw, kwh, or therms delivered to or purchased by Customers as measured by the utility meter for the previous 12 months usage, from the time of project submittal for review.
11. **INCENTIVE FUNDING.** Incentives are paid on a first-come, first-served basis until depleted and are provided as directed by the CPUC. Incentives may not exceed Project costs.
12. **CUSTOMERS WITH NON-PG&E ENERGY SUPPLY.** If non-PG&E supply, i.e. generation or deliveries from another commodity supplier, is involved, incentives are paid based only on the energy savings reflected on the electric grid or natural gas system, as solely determined by PG&E.
13. **PROJECT CERTIFICATIONS.** Customers receiving incentives for energy efficiency measures are required to submit a written certification as set forth in CA Public Utilities Code Section 399.4 b(1) and (2) which states in relevance; "prior to receiving any Project Incentive payment, the recipient of the Incentive must certify the Project is complete and complied with applicable permitting and licensing requirements, any contractor performing the Project's work was a licensed contractor". Code also requires for HVAC Project measures to submit proof the permit is closure.
14. **PROJECT COMPLETION SUBMITTAL DOCUMENTATION.** To issue an incentive, all relevant and applicable documentation must be submitted involving Project paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, Project Certifications, Project final engineering calculations and related documentation used to substantiate the Project's energy savings, proof of HVAC permit closure, and other documentation required in the Project's relevant Program Manual(s) and requested by PG&E.
15. **ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION.** Project incentives are made in consideration of PG&E Ratepayers receiving 100 percent of the related energy savings benefit over the life of the completed Project or 5 years, whichever is less. Projects not delivering the 100 percent of its energy savings benefit, Customer shall be responsible to refund PG&E a prorated amount of the Project Incentive for the

time PG&E did not receive the Project's energy savings. The prorated will be off-set against any amounts due or be payable within 30 days of notification.

- 16. CPUC DISCLOSURE AND RIGHTS. These terms and conditions can be modified anytime by the CPUC. All Projects are reviewed and approved by CPUC ED staff and Project results, reports, energy usage data, or other related documentation shall be made available to the CPUC upon request. Customer will receive notice of material changes via mail, fax transmission, or email at the address provided in this Project Application Agreement.
- 17. TERM AND TERMINATION. This Project Application Agreement is effective upon Customer's signature and expires when PG&E receives 100 percent of the Project's energy saving, unless terminated earlier. If this Project Application Agreement is terminated due to Customer's breach of its obligations or as directed by the CPUC, Implementer and PG&E shall not be liable for any damages or claims arising from such termination.
- 18. SAFETY AND COMPLIANCE WITH ALL LAWS. Customer and Implementer agree all Project equipment installation and work performed must comply with all federal, state laws, safety requirements and applicable manufacturer instructions.
- 19. NO WARRANTY AND DISCLAIMER. PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED RELATED TO THE PROJECT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING THE ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
- 20. NO OBLIGATION. California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa. Este programa a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).
- 21. MISREPRESENTATION. All Project information provided must be true and correct. Information determined to be fraudulent or misleading will result in Customer's Project being disqualified, and this Project Application Agreement being terminated.
- 22. LIMITATION OF LIABILITY. PG&E and Implementer shall not be liable for any costs due to a Project's estimated versus actual energy savings related to the Project Incentive to be paid, Project savings that did not materialize, Project cancellation or implementation cost increase for any reason. In no event shall PG&E, Implementer or Customer be liable for any special, incidental, indirect, lost profits, or consequential damages arising from or related to Customer's Project.
- 23. ADVERTISING AND USE OF PG&E'S NAME. Implementer and Customer agree not to use each other's name. PG&E's name or identifying characteristic of customer's Project Site in any published materials absent the written approval of such respective party.
- 24. ASSIGNMENT. No part of this Project Application Agreement may be assigned by Customer without Implementer's written consent, unless the assignment is for the sale of the Project Site.
- 25. PROJECT SITE SALE. Customer agrees to include these Project obligations under the Project Application Agreement, if still required, as part of a sale or rental agreement involving the Project Site for purposes of assigning the Project to be continued and completed accordingly.
- 26. NO DOUBLE DIPPING. Customer represents they have not received within the last five years and will not for five years thereafter seek an EE incentives or rebates offered by PG&E, other Program Administrators, state or local agencies for the Project measures/services under this Project Application Agreement.
- 27. TAX LIABILITY. Customer acknowledges that receipt of any incentive pursuant to this Project Application Agreement may result in taxable income to the Customer, even if Customer does not directly receive the incentive payment. Customer is solely responsible for payment and reporting any tax liability arising from the incentive paid and should consult with their tax advisor.
- 28. TOXIC MATERIALS. PG&E and Implementer shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure to hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic substances.
- 29. GOVERNING LAW. This Application shall be construed in accordance with the laws of the State of California and exclusive jurisdiction and venue of the federal and state courts of San Francisco, California to resolve any disputes.

Customer Signature

Customer acknowledges and agrees that Customer is eligible to participate and receive any Program incentives. Customer has reviewed and agrees to be legally bound by the attached Program terms and conditions which includes, but is not limited to, not removing any existing equipment or systems and/or purchasing or installing any Project energy efficiency measures, until Customer receives a written Project Approval.

Deborah Paolinelli

Customer Representative (print)

DocuSigned by:

Deborah Paolinelli

DFCFE819B75E478...

Signature

10/25/2024 | 3:18 PM P

Date

Multi-Site Attachment:

Site/Building Name	Address	Site Contact	Site Contact Phone	Site Contact Email
Government Center	168 W Alisal St, Salinas CA 93901	Cora Panturad	831-755-5338	panturadc@co.monterey.ca.us
Government Center, 1st Flr	1441 Schilling Pl, Salinas CA 93901			
Government Center, 2nd Flr	1441 Schilling Pl, Salinas CA 93901			
Government Center, 3rd Flr	1441 Schilling Pl, Salinas CA 93901			
Daycare	1494 Schilling Pl, Salinas CA 93901			
Corp Yard Bldgs A-F	855 E Laurel Dr, Salinas CA 93905			





To: GK12 Program Participants
From: Thomas Kouris, Willdan Energy Solutions (PG&E Program Implementor)
Subject: Demand Response

Dear Program Participant,

Thank you for enrolling in the PG&E GK-12 Water Heater Replacement offer. With the installation of a new electric heat pump hot water heater (HPWH), you have switched from gas to an efficient electric heat pump solution which will reduce your carbon and air emissions.

Your enrollment includes substantial incentives to reduce your installation cost. The incentive program asks participants to enroll in a Demand Response (DR) program. Willdan is partnered with AutoGrid, a PG&E registered DR aggregator, who will enroll selected HPWH(s) into their Capacity Bidding DR Program (CBP). This DR program helps you to: reduce your electric bill, earn incentives every time you participate, reduce greenhouse gas emissions, improve air quality, and support grid stability in California.

The HPWH has a device allowing it to be controlled remotely. When requested by PG&E or CAISO (grid management for the state), AutoGrid will minimize your water heater energy usage for up to 4 hours, typically between 4pm-9pm (demand response *event*). The events occur on the hottest days of the summer or other grid-stressed times from May 1 through October 31. There are typically 5-15 events/year.

About 45 minutes prior to an event, AutoGrid will assess the temperature of the water in the tank. A signal will be sent to your HPWH to turn *on* to preheat the water to a temperature slightly *higher* than the standard setting. Preheating allows you to comfortably “ride through” the DR event as any temperature difference should not be noticeable. A drop in temperature is typically 1 degree per hour. So, your HPWH may go from about 125 degrees to about 120 degrees during the event. Again, you will save money and get paid for participating.

The attached and populated agreement needs to be signed prior to installation. Once signed, the GK12 team will submit the application to AutoGrid. When the project completes, we will notify AutoGrid and they will enroll your HPWH(s) in the CBP DR program.

Thank you again for your participation!

Sincerely,

Tom Kouris

Tom Kouris

Enclosed: Demand Response FAQ, Populated CBP Enrollment Form

GOVERNMENT & K-12 SCHOOL ENERGY EFFICIENCY PROGRAM

DEMAND RESPONSE

FREQUENTLY ASKED QUESTIONS (FAQ)



1 What are Peak Events?

A “Peak event” is a period in which energy demand exceeds the available supply in the electricity grid. This happens when wildfires, floods, hot summer days, or other extreme weather events strain the electric system. For the Willdan–AutoGrid demand response (DR) program, Peak Events will last up to 4 hours and be limited to three to eight events per month.

2 Can Heat Pump Water Heaters act like thermal batteries?

Yes. Just as batteries store electric energy for later use, your heat pump water heater stores hot water in its tank for a period of time (several hours). You can heat your water when energy demand (and prices) are lower and still have hot water ready for you whenever you need it, regardless of the specific heating schedule.

3 What is a Demand response (DR) program?

When you enroll in a DR program you agree to shift some of your energy use off of peak event times. You receive notifications of peak events from PG&E’s demand response aggregator. Typically, you receive a notification the day before and/or the morning of an event. The notifications will be sent via email, text, or smart phone app. Your aggregator pays you incentives from PG&E every time the thermal battery is used for a peak event.

4 Can you use your “thermal battery” for peak events?

The DR aggregator will pre-heat your tank 1-3 hours before the event (say from 1-4pm) so the hot water “charge” is topped off. At the event start, the temperature setpoint is automatically lowered to avoid turning on the supplemental heating element. The main compressor is still running and will turn on if the water temperature falls below the setpoint during the event.

5 Should I Worry about having enough Hot Water?

You don’t have to make any adjustments to when you use hot water because it is stored and ready when you are. Your water heater stays on throughout the event and continues to heat water if more is needed. You can always opt out of the peak event if you have particularly high water needs that day.

6 Get Paid While You Shower

The more you use your water heater to pre-heat and store hot water, the more you get paid. Talk to your PG&E aggregator for details and payment terms. Additionally, your new heat pump water heater is more efficient than a standard tank water heater using natural gas or electric resistance heat, so your monthly utility bills could cost less as well.

7 Good for the Environment and Planet

By using your hot water heater to pre-heat water during off-peak times and keeping it stored hot, you and your team contribute to improved air quality, and a cleaner, more resilient and sustainable energy system.



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator’s CBP portfolio and are required to attest to whether they have a Prohibited Resource, and if they do, whether they intend to use the resource to reduce load during a demand response (DR) event.

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name:	EnergyAI Systems, Inc (AutoGrid)
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This notice adds or deletes a customer’s Service Agreements from the Aggregator’s CBP portfolio. PG&E will review and approve each Service Agreement to be added to determine if it meets the minimum requirements as specified in Schedule E-CBP. PG&E must approve each Service Agreement before the Service Agreement can be included in an Aggregator’s portfolio. Additions to the portfolio will be effective upon PG&E’s approval date. Deletions from the portfolio will be effective upon the date indicated by the Aggregator or upon the first date which the SA ID is not actively nominated, whichever occurs first.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the CBP for the Customer’s Service Agreements shown below. Such authority is subject to the applicable terms and conditions of Schedule E-CBP and the Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-CBP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the E-CBP program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-CBP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer’s interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E’s agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator’s solicitation of Customer or with the Aggregator’s performance any of its functions in the CBP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E’s tariffs or for any damages caused by Aggregator’s failure to perform any commitment to the Customer.

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction

Customer Name:	Deborah Paolinelli	Aggregator Name:	
Title:	Assistant County Administrative Officer	Title:	
Signature:	<small>DocuSigned by:</small> <small>DFCFE819B75E478</small>	Signature:	
Date:	10/25/2024 3:18 PM PDT	Date:	

† Information collected on this form is used in accordance with PG&E’s Privacy Policy. The Privacy Policy is available at pge.com/privacy.



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Notice by Aggregator to Add/Delete Customers

(Please Print or Type Clearly)

Aggregator Name: EnergyAI Systems, Inc (AutoGrid)

	Add/ Delete	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address and City
1.	Add	Government Center, 2nd Floor	1597899328	1010078424	1441 Schilling PL, Salinas
2.	Add	Day Care	1595499879	1010086292	1494 Schilling PL, Salinas
3.	Add	Corp Yard Bldgs A-F	1595499899	1009550076	855 E Laurel Dr, Salinas
4.					
5.					
6.					
7.					
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20.					



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Prohibited Resources Attestation

Customers enrolling in Schedule E-CBP are required to attest to whether or not they have a Prohibited Resource, and if they do, whether or not they intend to use the resource to reduce load during a Demand Response (DR) event.

The following list of distributed energy technologies are prohibited in providing load reduction during DR events: Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping Combined Heat and Power (CHP) or non-CHP configuration (“Prohibited Resources”). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, as well as energy storage resources not coupled with fossil-fueled generation.

Customers must select one of the following options and agree to the Terms and Conditions to be able to enroll into the Capacity Bidding Program by completing the options on page 4 of this form:

- I do not have a Prohibited Resource on-site.
- I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.
- I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives / charge for my account.

If a customer attests to having a Prohibited Resource and plans to use it for safety, health, or operational reasons to reduce load during a Demand Response event, then the customer’s aggregator will be responsible for collecting and providing the Default Adjustment Value (DAV) based on the nameplate capacity of the resource. If the customer has multiple prohibited resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources on the same site that are used to reduce load during a Demand Response event. Customers participating in Schedule E-CBP will be allowed to adjust their DAV at any time, under certain conditions, namely that: (a) the customer’s change in DAV results from a change in the operational status of a prohibited resource associated with the customer’s service agreement; and (b) that the PG&E can verify this and approves. The DAV will be used to adjust the demand response incentives/charges.

Customers in Schedule E-CBP who do not complete the attestation and return it to PG&E, will not be eligible to participate in the program until they do so. A customer that is found in violation of the prohibited resources requirements will be removed from the program by their aggregator if they are enrolled via a third party, and certain violations may cause the customer to be ineligible for all demand response programs subject to the prohibited resource requirement in Decision 16-09-056.

Customer compliance may be subject to verification by a Verification Administrator (which may be either PG&E or a third-party).



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Prohibited Resource Attestation

(Please Print or Type Clearly)

Aggregator Name: EnergyAI Systems, Inc (AutoGrid)

	PG&E Service Agreement Number	I do not have a Prohibited Resource on-site.	I do have Prohibited Resources on-site.		Number of Prohibited Resources <i>(If applicable)</i>	Total Nameplate Capacity of all Prohibited Resources [capacity kW] <i>(If applicable)</i>	Default Adjustment Value (*) [capacity kW] <i>(If applicable)</i>
			I will not use them during any Demand Response Event.	I may have to run them during Demand Response Events.			
1.	1597899328	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
2.	1595499879	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3.	1595499899	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
6.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
7.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
8.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
9.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
10.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
11.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
12.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
13.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
14.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
15.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
16.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
17.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
18.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
19.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
20.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

(*) Only if the prohibited resource(s) will be used for operational, health, and safety purposes during DR events. The total Default Adjustment Value (DAV) of the resource(s) will be subtracted from the Potential Load Reduction or Nominated Capacity. The DAV of all prohibited resources should equal the Total Nameplate Capacity.



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-17132

- a. Approve and authorize the County Administrative Officer, or designee, to participate in the Pacific Gas and Electric Government K-12 Energy Efficiency Program by executing a non-standard agreement to replace gas water heaters with highly efficient electric heat pump water heaters in several County facilities for a project valued at \$238,090 at no cost to the County; and
- b. Approve and authorize the County Administrative Officer, or designee, to enter into, execute, and deliver all documents necessary to implement this project subject to review and approval of the Office of the County Counsel as to form and legality.

PASSED AND ADOPTED on this 22nd day of October 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Adams

NOES: None

ABSENT: Supervisor Askew

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 22, 2024.

Dated: October 25, 2024

File ID: A 24-489

Agenda Item No.: 43

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy