



PROGRAM PARTICIPATION AGREEMENT

Thank you for participating in Willdan's California Energy Design Program.

Follow the 3 steps below to get started:

- **Step 1:** Submit this Program Participation Agreement to Willdan ("Implementer").
- **Step 2:** Willdan will review the selected measures and issue an Offer Letter and Design Team Inducement check.
- **Step 3:** After receiving an Offer Letter, proceed with the installation of measures. After measure installation, Willdan will perform a verification site visit and finalize the post-installation application.

PROJECT DETAILS

SITE INFORMATION

Project Site or Building Name:

Project Site Street Address:

Project Site Electric Service Provider:

Project Team (PT) Lead Contact Name:

PT Lead Contact Email:

Estimated Project Completion Date:

City:

State:

CA

Zip:

Project Site Gas Service Provider:

PT Lead Contact Firm Name:

PT Lead Contact Phone:

BUILDING OWNER ("CUSTOMER") INFORMATION

Building Owner Main Contact Name:

Building Owner Email:

Building Owner Company/Organization:

Building Owner Phone:

CEDA PROGRAM PARTICIPATION AGREEMENT SIGNATURE

Customer has reviewed and agrees to be legally bound by the following CEDA Program Participation Agreement terms and conditions. Customer further agrees that until the Project receives written approval, Customer will not remove any existing equipment or systems and/or purchase or install any Project energy efficiency measure(s) which are required to receive any incentive.

Building Owner Name (typed or printed)

Company (typed or printed)

Building Owner Signature

Date

CEDA is funded by California utility customers and administered by Pacific Gas and Electric Company (PG&E) and supported by the state's other investor-owned utilities, (IOUs), under the auspices of the California Public Utilities commission.

Customer and Project Team agrees to implement its project (Project) subject to these California Energy Design Assistance (CEDA) Program Participation Agreement (PPA) Terms and Conditions.

1. **AUTHORITY.** Customer/Builder 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 or high-rise multifamily project 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, (2019 Statewide Customized Offering Procedures Manual, PG&E's Platform Rulebook) individually and collectively, the (Program Manual), Project measures have not been replaced within the last 5 years, and any other eligibility requirements as required by PG&E. To participate in the Programs and determine energy savings and potential incentives, the Customer/Builder agrees to provide Project information including, but not limited to, site addresses, design drawings, equipment specs, and operational information.
3. **RELEASE OF CUSTOMER DATA.** Customer/Builder understands to participate in this Program, Implementer Willdan and PG&E will need to collect the Customer's personal identifiable information, energy usage data, account number, billing data, documentation, and possibly other such related information, collectively (Customer Data). Customer consents to allowing Implementer and PG&E to access, use, and store their Customer Data, as well make it available or discuss with another Investor Owned Utility where their Project is being implemented for the limited purpose to administer the Program regulatory compliance requirements as directed by the CPUC.
 - A. PG&E will use and publish the Participant's anonymized Project Site Data in reports, technical literature, promotional materials, electronic media, collectively (Reports) and energy modeling and code compliance software, collectively (Software) to assist in evaluating best practices and to encourage widespread application of technologies to achieve high-performance buildings in California in compliance with the California Public Utility Commission's (CPUC) directives.
 - B. PG&E may acquire Participant personal identifiable information and/or energy usage information (Participant PII) as part of the Project Site Data. PG&E agrees it will only publish anonymized Project Site Data. Except as required by the CPUC, law, or with Customer's written consent, PG&E will not publish or make publicly available any Participant's PII or any Project Site Data containing Participant's PII.
4. **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 per project and/or for lighting control (LC) measure exceeding \$2,000 per project, 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.
5. **PROJECT APPROVAL AND PRODUCT QUALIFICATION.** Projects must 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 the Project is approved, Customer/Builder may not remove any existing equipment/systems, pre-order, purchase, or install any equipment subject to receiving an incentive under this Program Participation Agreement. Equipment leased, rebuilt, resale products, received from warranty or insurance, exchanged, or won as a prize; new parts installed in existing equipment, do not qualify.
6. **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. PG&E shall have no responsibility for the Project design, feasibility, operational capability, reliability of the Project measures or 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. These issues are to be reviewed and decided between the Implementer and the Customer/Builder to determine who is responsible and accountable.
7. **PROJECT INSTALLATION DEADLINE.** Projects that will be completed and fully operational after July 31, 2026 will require approval from the Program Administrator.
8. **ACCESS AND INSPECTIONS OF PROJECT SITE.** Project inspections, which may include baseline and performance measurements, are required to be verified upon the Project's completion to determine the final incentive amount to be paid. Customer/Builder agrees to, or shall procure the right to, provide access to PG&E, its agents and the CPUC to perform these tasks and others such as, Project inspection of post installation equipment to review the existing/baseline energy use measurements.
 - A. Participant agrees to allow PG&E, Contractor, and/or Field Contractor to distribute survey materials to building Site occupants if necessary.

- 9. 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/Builder shall promptly prepare a written detailed narrative about such event(s) or modifications.
- 10. CALCULATION OF THE PROJECT INCENTIVE.** Project incentives are paid based on project team participation, design team energy efficiency project efforts, implementation of High-Performance equipment (as defined by the CEDA program), and/or verified energy savings claim. The Project incentives, energy savings projections and installation costs on this or related to this Program Participation Agreement are ESTIMATES only and may vary upon verification of the completed Project's energy savings. Incentive payments based on energy savings claims 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. The information provided by the Customer/Builder will be used to process the incentive and will be shared with PG&E and PG&E's consultants, the CPUC and the CPUC's consultants, and, if the Project is not located in the PG&E service area, data may be shared with the Investor Owned Utility that provides energy to the Project site.
- 11. CUSTOMERS WITH SELF GENERATION CAPABILITIES.** For Alteration Projects with an existing onsite cogeneration or self-generation system, incentives for energy savings are limited to the previous 12-month energy usage (kW, kWh and therms) purchased from or delivered by the utility on the meter(s) serving the Project measures to be installed.
- 12. 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.
- 13. PROJECTS WITH NON-PG&E ENERGY SUPPLY.** If non-PG&E (non-IOU for statewide programs) 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.
- 14. PROJECT CERTIFICATIONS.** Customer/Builder 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". For Projects with HVAC measures, Customer/Builder must submit a certificate of occupancy for new construction projects or proof of the permit is closed.
- 15. PROJECT COMPLETION SUBMITTAL DOCUMENTATION.** To issue an incentive, all relevant and applicable Project documentation must be submitted, including but not limited to, paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, Project Certifications, HVAC Permit closure evidence, final engineering calculations and related documentation used to substantiate the Project's energy savings, other documentation required in the Project's relevant Program Manual(s) and requested by PG&E.
- 16. ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION.** Project incentives are made in consideration of California Ratepayers receiving 100 percent of the related energy savings benefit over the life of the completed Project or 5 years, whichever is less. For Projects not delivering 100 percent of its energy savings benefit, Customer/Builder and the Program Implementer 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 amount will be offset against any amounts due or be payable within 30 days of notification.
- 17. 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. Implementer will provide notice of material changes via mail, fax transmission, or email at the address provided in this Program Participation Agreement.
- 18. TERM AND TERMINATION.** This Program Participation Agreement is effective upon the parties' signature and expires when PG&E receives 100 percent of the Project's energy savings, unless terminated earlier. If this Program Participation Agreement is terminated due to a 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.
- 19. SAFETY AND COMPLIANCE WITH ALL LAWS.** All Project installation and work performed must comply with all federal, state laws, safety requirements and applicable manufacturer instructions.
- 20. 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 ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.

- 21. 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).
- 22. MISREPRESENTATION.** All Project information provided must be true and correct. Information determined to be fraudulent or misleading will result in the Project being disqualified, and this Program Participation Agreement being terminated.
- 23. LIMITATION OF LIABILITY.** PG&E 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/Builder be liable for any special, incidental, indirect, lost profits, or consequential damages arising from or related to the Project.
- 24. ADVERTISING AND USE OF PG&E'S NAME.** Implementer and Customer/Builder agree not to use each other's name, PG&E's name or identifying characteristic of customer's/builder's Project Site in any published materials absent the written approval of such respective party.
- 25. ASSIGNMENT.** No part of this Program Participation Agreement may be assigned absent Implementer's written consent, unless the assignment is for the sale of the Project Site.
- 26. PROJECT SITE SALE.** Customer/Builder agrees to include these Project obligations by assigning this Program Participation Agreement, if in effect, as part of a sale involving the Project Site to enable the Project energy savings to continue as set forth herein.
- 27. NO DOUBLE DIPPING.** Customer/Builder represents they have not received within the last five years and will not for five years thereafter seek any EE incentives or rebates offered by PG&E, other Program Administrators, including the IOUs, state or local agencies for the Project measures/services under this Program Participation Agreement.
- 28. TAX LIABILITY.** The receipt of any incentive pursuant to this Program Participation Agreement may result in taxable income. The responsibility for payment and reporting any tax liability arising from the incentive paid is between the Implementer and the Customer/Builder.
- 29. TOXIC MATERIALS.** PG&E and Implementer shall have no responsibility for the discovery, exposure, presence, handling, removal, or disposal of hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic substances.
- 30. 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.
- 31. PROCUREMENT AND INSTALLATION OF EQUIPMENT.** Customer/Builder may not procure or begin to install measure equipment prior to formal approval of the Project Feasibility Study. Following review of the Project Feasibility Study, the proposed incentives will be approved, revised, or rejected. Upon approval, the program implementer will issue an offer letter, after which the customer/builder may procure and install measure equipment. Any measure equipment for which installation has begun prior to receipt of the offer letter will be ineligible for incentives.

Customer/Builder may request an exception to the above procurement limitation, via a Request for Early Procurement. This request must be submitted with the Project Feasibility Study. With this request, the following conditions apply.

- A. No measure equipment may be procured prior to approval of the Request for Early Procurement.
 - B. Approval of the Request for Early Procurement allows the customer/builder to move forward with procurement only. The customer/builder may not install equipment prior to receipt of the formal offer letter.
 - C. The exception for early procurement does not guarantee approval of incentives. Until the Offer Letter is issued, incentives may still be approved, revised, or rejected.
- 32.** Signing this form indicates that you acknowledge these terms, and that if you proceed with procurement and/or installation of measure equipment prior to full approval, you do so at your own risk with no guarantee of incentives.