

CLEAResult School Energy Efficiency (SEE) Program Customer Application (CA)

This School Energy Efficiency (SEE) Program (Program) Customer Application assists Pacific Gas and Electric Company (PG&E) public school districts and county offices of education customers to improve efficiency by offering assistance in identifying, evaluating, and implementing energy efficiency retrofit measures. The Program is funded by PG&E, under the auspices of the California Public Utilities and Commission (CPUC) and administered by CLEAResult Consulting Inc. (CLEAResult) and installed by Customer's chosen Vendor. By signing this agreement, Customer agrees to adhere to all Program guidelines. Customer should not begin installation of Custom measures that require pre-approval prior to receiving CLEAResult's confirmation and notification.

The Program runs from January 1, 2016 to December 31, 2016.

Customer Project Terms and Conditions:

Customer and CLEAResult agree to the following terms and conditions governing the services provided under this agreement (Agreement). As used throughout this document, the term "Party" means CLEAResult or Customer, collective the "Parties".

- 1. Project Eligibility and Approval:** PG&E in its sole discretion will determine the eligibility of and approve the energy efficiency of measures (Measures) at the Customer's site (Facility) comprising the project (Project). Eligibility requirements include, but are not limited to: i) Facility must be receive gas and/or electric services from PG&E; ii) Customer must be non-residential PG&E customer; iii) Measures to be installed must satisfy incentive amounts; iv) inspections of the Facility before and after the installation of Measures; and v) any additional information or requirements requested or imposed by PG&E to implement and approve the Customer's Project. Customers throughout PG&E's Service Territory with the following NAICS codes are eligible:

NAICS Code	Description of Customer Segment
611110	Schools, elementary

- 2. Feasibility:** If applicable, PG&E, CLEAResult and/or their consultant's may review the design, construction, operation or maintenance of the Project, Measures, and Project documentation to determine eligibility, incentives and approval. PG&E's review does not constitute any representation or makes any warranty as to the economic, technical feasibility, operational capability, or reliability of the Project or its Measures. *CLEAResult is solely responsible for their recommended designs and the associated calculated energy savings for the Project.*
- 3. Savings:** Customer's Vendor is implementing the Project on Customer's behalf. Project savings shall be calculated based upon using the appropriate baseline calculated by CLEAResult and PG&E. Customer understands Incentives will be paid only for energy savings that exceed California Title 20 and Title 24 standards, or industry standards in the absence of applicable local, state or federal standards.
- 4. Funding:** Funding for this Program is provided by PG&E. However, PG&E and is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement.
- 5. Warranty.** CLEAResult and PG&E make no representation or warranty, and assume no liability with respect to any equipment or other Measures installed by Customer's Vendor pursuant to this Agreement, and expressly disclaims any such representation, warranty or liability.
- 6. Incidental and Consequential Damages:** NEITHER CLEAResult NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT. CLEAResult shall not be liable except for direct damages arising from the negligence or willful misconduct of CLEAResult.
- 7. Life of Product:** Customer understands Incentive payments are based on related energy benefits over the life of the product. Customer agrees if 1) Customer does not provide PG&E with 100% of related benefits for the life of the product of a period of 5 years, whichever is less, or 2) Customer ceases to be a distribution Customer of PG&E during said time period, Customer shall refund a prorated amount of Incentive payment(s) to PG&E based on the actual period of time for which Customer provided the related energy benefits as an electric Customer of PG&E.
- 8. Customers with Self-Generation Capabilities:** When non-PG&E supply, such as Customer 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.
- 9. Incentives:** Customer understands Incentives, energy savings, and installation costs provided by CLEAResult are estimates only and may vary upon the bids for installation by Customer's Vendors and the verification of the actual Measures installed for the Project to determine final Incentives and energy savings.
- 10. Incentive May Not Exceed Project Cost:** Customer must submit Project invoice(s) which include: The installation Vendor's name/address/phone, itemized listing of the Measures that were installed that include the equipment(s), product(s), quantity(s), description(s), manufacturer, model number, and other identifying information as appropriate, Project cost, date invoice paid or payment terms and installation date. Incentives may not exceed the total cost of the Project.
- 11. If Tenant:** If Customer is a tenant, Customer represents they have obtained the property owner's permission to install the measure(s) for which Customer is applying for an Incentive payment.
- 12. Access and Verification Inspection:** Customer agrees to give CLEAResult reasonable access to and egress from the Facility during normal business hours and access to its gas and/or electric use and cost information as needed for the purposes of implementing the services to Customer under the Program. PG&E requires Project inspections and performance measurements to verify the incentive. These inspections are not to determine any safety issues. Customer will allow, if requested, a representative from PG&E, the CPUC, CLEAResult, or any authorized subcontractor, reasonable access to Facility to verify the installed product.

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- 13. Compliance with Laws:** CLEARResult shall comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to CLEARResult's services under this Agreement.
- 14. Indemnification.** Customer agrees to indemnify CLEARResult, PG&E, their affiliates, subsidiaries, parent companies, officers, directors, agents and employees against all loss, damage, expense, fees, costs and liability arising from any claim related to any equipment or products installed or services performed during the installation of the Project.
- 15. Confidentiality:** CLEARResult agrees not to use the names or identifying characteristics of the Customer's Facility, Customer's name or Customer's energy usage data for any publication advertising, sales promotions or otherwise, without written approval from Customer. Customer agrees that CLEARResult may make any information, results, and reports regarding this Agreement and Customer's Project available to PG&E and the CPUC. In addition, Customer agrees not to use the names or identifying characteristics of CLEARResult for any publication, advertising, sales promotion, or otherwise without CLEARResult's written approval.
- 16. No Double-Dipping:** Customer understands that Customer cannot receive Incentives for the same product, equipment or service from more than one California investor-owned utility or third party Energy Efficiency program offering Incentives for the same product, equipment, or services funded by the CPUC. Customer understands this prohibition applies three years prior to and three years after receiving Incentives for the same product, equipment or service.
- 17. 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 non están obligados a comprar servicios completos o adicionales que no esten cubiertos. Bajo este programa. Este program a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).
- 18. Availability of Funds:** This program is available on a first-come, first served basis until allocated funds are depleted. This Program may be modified or terminated without notice.
- 19. CPUC Authority:** These terms and conditions can be modified at any time in accordance with any directive of the CPUC and regulation of PG&E.
- 20. Tax Liability:** CLEARResult will report incentives greater than \$600 as income on the IRS 1099 unless (1) "Corporation" or "Exempt" tax status box is marked.
- 21. Project Permits:** After energy-saving measures are installed and operable and before incentive or rebates are paid, recipients of the incentive, the Customer, will be required to provide a written certification after installation that Implementer shall provide and states:

For all rebates or incentives offered by PG&E for an energy efficiency improvement or installation of energy efficient components, equipment, or appliances, the recipient must certify that appropriate permits have been obtained and, if a contractor performed the installation or improvement, that the contractor holds the appropriate license for the work performed. In the case of HVAC installations and replacements, the permit number, permitting agency, contractor who did the installation must be named and sign and date the certification. In case of Direct Install measures in which the third party contractor/installer is the recipient of the rebate or incentive, the third party shall certify that permitting requirements have been met.
- 22. Arbitration.** The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and the judgment on the award may be entered in any court having jurisdiction.

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Energy Efficiency Measure (EEM) Details

Project Rebate Table			
Type	EEM Name	Estimated Rebate	Estimated Completion Date
D	Di Giorgio Elementary - Network Desktop Computer Power Management Software (60 desktop computers)	\$900	10/16
D	Di Giorgio Elementary - LED Exterior Area Lighting 0-50 Watt Fixture (25 fixtures)	\$1,000	10/16
D	Di Giorgio Elementary - 2x4 LED Luminaire or Integrated Retrofit Kit (110-125 LPW) (188 fixtures, totaling 548.8 kilolumens)	\$10,975	10/16
D	Di Giorgio Elementary - Plug Load Occupancy Sensors (20 sensors)	\$300	10/16
Total Estimated Rebate		\$13,175	

Note: For deemed measures, Type (D), please refer to Deemed Measure Requirements below. For custom measures, Type (C), please refer to Custom Measure Requirements below.

Deemed Measure Requirements

Customer is solely responsible for checking the product/equipment specifications (as listed in PG&E's Rebate Catalog) to make sure that all requirements are met. New products ordered, purchased and installed prior to 1/1/16 or after 11/30/16 (or as approved by CLEAResult) do not qualify for an Incentive. Resale products, products leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products do not qualify.

Custom Measure Requirements

- There are no custom measures for this project

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Section 1 Project Sponsor Information

CLEAResult Consulting, Inc.

Business Name of Project Sponsor

1100 Grundy Lane, Suite 100	San Bruno	CA	94066
Mailing Address	City	State	Zip Code

Nick Brod	Senior Director
Project Sponsor Contact Name	Title

(650)726-7628	(650)284-2237	nick.brod@clearesult.com
Contact Telephone Number	Contact Fax Number	E-Mail Address

Section 2 Customer Contact Information

Di Giorgio Elementary School District

PG&E Customer Name

Terry Hallum	Superintendent
Customer Contact Name	Title

661-854-2604	661-854-8746	thallum@digiorgio.k12.ca.us
Contact Telephone Number	Contact Fax Number	E-Mail Address

19405 Buena Vista Blvd.	Arvin	CA	93203
Mailing Address	City	State	Zip

Prop 39	Using On-Bill Financing? <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name/Description	

19405 Buena Vista Blvd.	Arvin	CA	93203
Project Site Address	City	State	Zip

Project Site ID Number*	Electric Service ID Number	Gas Service ID Number
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School	Years since built/last major renovation	Total Sq. Ft. of Facility
Facility Description/Type		

Customer Type: Industrial Commercial Agricultural

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Select only ONE for each area below:

Payee	Tax Identification Type	Tax Status
<input type="checkbox"/> _X_ Owner <input type="checkbox"/> _Vendor	<input type="checkbox"/> _Employer ID Number (EIN) <input checked="" type="checkbox"/> _X_Federal Tax ID	<input type="checkbox"/> _Corporation <input type="checkbox"/> _Individual
<input type="checkbox"/> _ Lessee	<input type="checkbox"/> _SSN	<input type="checkbox"/> _Non-Corp <input type="checkbox"/> _Exempt
Exempt Reason:		
Tax ID#: Please provide EITHER your EIN/Federal Tax ID or Social Security Number <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <u>95-6001013</u> EIN or Federal Tax ID </div> <div style="text-align: center;"> OR <div style="border: 1px solid black; width: 100px; height: 15px; margin: 0 auto;"></div> Social Security Number </div> </div>		

Tax Liability: Incentives over \$600 will be reporting to the IRS by CLEAResult unless Participant is exempt. Please consult your tax advisor concerning the taxability of incentives. Customer is responsible for any taxes that may be imposed as a result of the receipt of incentives from this program. The 1099 form will be issued for the customers when applicable, regardless of who the payee is. For our records, please provide us with the following information:

Section 3 Agreement

I have read and agree to the Terms and Conditions on Pages 1-2 and certify the information I have provided on this application and attachment(s) is true and correct.

Customer Signature	Date
Nick Brod	
Project Sponsor Name	Date