

# Commercial Energy Efficiency Program (CEEP)

## Customer-Implementer Agreement for Installation by Customer-Selected Contractor

Customer, defined as the "Business Name" listed in the table below, desires to improve the energy efficiency of their facility, equipment, and/or operations and is hereby requesting technical assistance and/or available financial incentives from the Program implementer, Willdan Energy Solutions ("Willdan"). By signing this Customer-Implementer Agreement ("CIA") to enroll in the Willdan Commercial Energy Efficiency Program ("Program") for Southern California Edison ("SCE") customers, Parties commit to proceeding with the following services and per the terms and conditions contained herein. The Program is funded by California utility ratepayers and is being administered by Willdan through a contract with SCE under the auspices of the California Public Utilities Commission.

This CIA is for measure(s) that will be installed by a customer-selected Contractor. Alternatively, Willdan may be available to provide installation services, which would require a separate CIA. The Customer bears responsibility for ensuring Contractor compliance with Section 6 of Terms and Conditions below. The price to install the measures and relevant billing timing will be provided by the Customer's Contractor.

**Incentives are not reserved until this agreement is signed by the Customer and are subject to available Program funding.**

Customer Information			
Customer Name (as it appears on Bills from SCE)			
Service Address (as it appears on Bills from SCE)			
Contact Name			
Contact Phone		Contact Email	

Energy Efficiency Measure(s)

Estimated Installation Date	
Estimated Energy Savings (kWh)	
Estimated Implementation Cost	

## TERMS AND CONDITIONS:

### 1. DISCLOSURES

- A. The implementer of this energy efficiency program ("Program") is Willdan Energy Solutions.
- B. For customer service related to this project, please contact (844) 720-3888 or CEEP@willdan.com. Customer inquiries will be responded to within two (2) business days.
- C. Willdan is not a representative of SCE or otherwise affiliated with SCE. SCE has contracted with Willdan to implement this energy efficiency program for SCE customers.

**2. INSPECTIONS AND SITE ACCESS** Customer shall ensure Willdan, SCE, the California Public Utilities Commission ("CPUC"), and their respective agents, designees, assignees, representatives, or consultants have reasonable access to Customer's premises for all inspections required under this Willdan energy efficiency program ("Program"), including, but not limited to, the following: (1) pre-installation equipment inspection to establish the existing baseline equipment and energy usage (if required); (2) primary post-installation inspection to verify Program-related equipment installation and to perform Measurement and Verification ("M&V") in accordance with the M&V Plan; and, (3) inspection for any other reason that Willdan, SCE, or the CPUC reasonably deems necessary, and within five (5) business days after SCE's request unless otherwise agreed to by SCE on a project-specific basis.

**3. RESERVATION AND INSTALLATION** – By signing this Agreement, Customer understands the incentive is reserved for sixty (60) calendar days from the execution date. Upon request, Willdan may offer extensions on a case-by-case basis. Customer shall ensure that each project, the Installations, and every measure in each project, be completed within sixty (60) calendar days and remain installed or otherwise effectuated at the site(s) until the latest of (i) one (1) year from the date SCE receives the Ex Post Review for such measure; (ii) expiration of the Term of this Agreement; and (iii) as required by Applicable Law. Applicable Law means CPUC Energy Efficiency Decisions, tariff, business practice manuals, and operating procedures, and all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, directives, guidelines, policies, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority that apply to either or both of the Parties, each project, the savings, any measure, or other terms that may be amended or modified from time to time. Installation requirements to effectuate Rapid Rebate measure(s) are detailed in the Rapid Rebate Guide for Commercial Customers. Installation requirements to effectuate Custom measure(s) will be detailed in the Incentive Reservation Letter, which will be provided to the Customer after SCE approval of the Pre-Installation Package.

**4. SUBMITTAL REQUIREMENTS FOR PAYMENT OF PROGRAM INCENTIVES** – Customer shall submit the following documents to Willdan for submission of the project to SCE:

- A. This completed and executed Agreement.
- B. Fully executed installation contract between Customer and installing contractor(s).
- C. Invoices from installing contractor(s).
- D. Any other documents related to the project, project site, measures, energy savings or otherwise reasonably requested by Willdan.
- E. Proof of Contractor Compliance, see Section 6.

Willdan will make the applicable incentive payment(s) to the Customer, only after all required and/or requested documents have been submitted and approved by Willdan and SCE, and the appropriate inspection(s) of the project have been completed.

**5. PAYMENT DISQUALIFICATION** – Any incentives received by Customer shall be repaid to Willdan, in whole or in part, as follows:

- A. If Customer fails to comply with Section 2 by refusing to allow Willdan, SCE, the CPUC, or their respective agents, designees, assignees, representatives, or consultants access to Customer site, Customer agrees to refund to Willdan any incentive dollars it has already received or is going to receive.
- B. Willdan reserves the right to require the return of previously paid incentive payments and/or terminate this Agreement if the project is not installed and fully operational as required in Section 3 above.

Customer shall repay any amounts due to Willdan within thirty (30) calendar days of notification by Willdan that repayment is required in accordance with Sections 5(A) and/or 5(B) above.

**6. CONTRACTOR COMPLIANCE** – Customer bears responsibility for ensuring that their selected installation Contractor complies with this Section 6. The installation contract shall include total measure price, estimated date the measure(s) will be installed, the terms under which

the Customer will be billed, and any installation requirements or other requirements to effectuate the measure(s).

The Contractor will bill Customer directly for work performed according to their executed installation contract. Customer or Contractor may be requested to provide detailed invoice information such as itemized material cost, labor cost, freight, taxes, financing costs, interest, etc. Willdan may also require proof of payment for compliance. Payments issued from the Customer to the Contractor may be eligible for tax benefits under the Inflation Reduction Act (more information can be found at <https://home.treasury.gov/policy-issues/inflation-reduction-act>).

The Customer is directly responsible for hiring a licensed contractor and will obtain all required permits for this installation. Customer understands that it is the Customer's responsibility, at Customer's own expense, to ensure that contractors and/or subcontractors obtain and maintain licenses and permits required by federal, state, local, or other relevant governing or regulatory bodies needed to perform its work in compliance with all Applicable Laws, Standards relating to the Program and the project and this Agreement. Pursuant to California SB1414, SCE requires Willdan to collect documentation from the Customer verifying that proper permit(s) were pulled (or written explanation from the Customer as to why permit(s) were not needed or were not pulled), proof that the permit(s) were properly closed, etc. Willdan requests copies of permits, permit numbers, dates when permits were pulled, approved, and closed. Customer is responsible for providing this information to Willdan.

All measures and projects must be effectuated to Applicable Standards. Applicable Standards mean practices, methods, specifications, codes, acts, equipment, and standards; provided that, if no specific practice, method, specification, code, act, equipment, or standard is set forth or referenced for a particular contractor action, then the practices, methods, specifications, codes, acts, equipment and standards for such contractor action shall be those sound and prudent practices, methods, specifications, codes, acts, equipment, and standards generally engaged in or observed by professional firms regularly involved in activities similar to such Contractor activity, as well as those applicable industry standards and best practices of Contractor's industry.

Customer further understands that failure to use licensed contractors and noncompliance with all Applicable Laws and Applicable Standards relating to the Program and the project and will constitute a material breach of its obligations hereunder.

Customer or Customer's Contractor, if applicable, confirms that the installation technician used to install, modify, or provide maintenance on any Heating, Ventilation, and Air Conditioning (HVAC) project(s) are required to meet one or more of the following workforce requirements for any work that results in any incentive of \$3,000 or more:

- A. Completed an accredited HVAC apprenticeship.
- B. Is enrolled in an accredited HVAC apprenticeship.
- C. Completed at least five (5) years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the California 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 California Contractor's State Licensing Board.

Installation technicians used to install, modify, or provide maintenance on any lighting controls project(s) where the project is seeking an energy efficiency incentive of \$2,000 or more shall be certified by the California Advanced Lighting Controls Training Program (CALCTP).

Customer shall make available to Willdan all permits, contracts for construction, and proof of workforce requirement compliance in accordance with Applicable Law.

Customer is responsible for environmental costs, any taxes, charges, or fees imposed on each project for greenhouse gases emitted by and attributable to each project, or any portion thereof or any greenhouse gas compliance obligations.

Contractors that do not perform their duties in a competent, workmanlike manner in accordance with Applicable Standards may be removed from the Program by Willdan or SCE at its sole discretion.

**7. REVIEW AND DISCLAIMER** – Willdan and/or its subconsultants' review of the design, construction, operation or maintenance of the project or energy efficiency measures (EEMs) shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the project or EEMs. Customer is solely responsible for the economic and technical feasibility, construction, operational capability and reliability of the project and EEMs. Willdan makes no representations or warranties regarding the project, the Program, or the incentives, whether statutory, express, or implied, including, without limitation, the implied warranties of merchantability or fitness for any particular purpose, use, or application, and specifically disclaims any such warranty, express or implied.

## 8. FINANCING

- A. Customer may be eligible for financing options provided, offered, or identified by Willdan. Each financing option provided, offered, or identified by Willdan, all costs, installation costs, incentive costs, financing costs, interest costs, any additional costs, charges or fees, and associated terms and conditions will be disclosed.
- B. If Customer is eligible for financing and incentives, they may choose either or both options.
- C. Customer is not required to utilize any financing options provided, offered, or identified by Willdan.
- D. Each financing option provided, offered, or identified by Willdan will identify the party providing the financing and whether Customer will be required to enter into an agreement between Customer and the party providing such financing.

**9. CANCELLATION POLICY** – The Program may be modified, suspended, or cancelled/terminated at any time without prior notice. If SCE cancels or terminates the Program, Willdan shall be relieved of any obligations to Customer. Customer shall have the right to cancel this Agreement with no financial obligations at any time prior to installation by notifying Willdan in writing.

**10. DISPUTE RESOLUTION** – If a dispute arises between the Parties relating to this Agreement, the Parties agree to use the following procedure prior to either Party pursuing other available remedies.

- A. A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- B. If within thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the Parties (the "Neutral"). If they have been unable to agree upon such appointment with forty (40) days from the initial meeting, the Parties shall seek assistance in finding a mutually acceptable Neutral. The fees of the Neutral shall be shared equally by the Parties.
- C. In consultation with the Neutral, the Parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and, if the Parties are unable to agree on such matters within twenty (20) days after the initial consultation with the neutral, the procedure, time, and place for the ADR to be held will be decided by the Neutral. Unless circumstances require otherwise, the ADR shall be held no later than sixty (60) days after selection of the Neutral.
- D. The Parties agree to participate in good faith in the ADR to its conclusion as designated by the Neutral. If the Parties are not successful in resolving the dispute through the ADR, then the Parties agree to submit the matter to binding arbitration in accordance with Section 16 of this Agreement.

**11. ASSIGNMENT** – Customer consents to Willdan's assignment of all of Willdan's rights, duties, and obligations under this Agreement. Customer may elect to assign the incentives to a third party by signing the Assignment Consent below, however such assignment of incentives shall not release Customer from the remainder of its rights or duties, including any incentive repayment obligations, under this Agreement.

**12. INDEMNIFICATION** – Willdan shall indemnify, defend and hold harmless, and release Customer, its affiliates, subsidiaries, parent companies, officers, directors, agents, and employees from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with the design or implementation of the Program and the applicable project performance; or financing of such project or measure, Willdan's obligations or performance under this Agreement including liens of any type, mortgages, stop notices, and claims for bodily injury, death, or property damage or destruction.

Customer shall indemnify, defend and hold harmless, and release Willdan, its affiliates, subsidiaries, parent companies, officers, directors, agents, and employees from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way directly or indirectly connected with the installation and operation of the project: (A) injury to or death of persons, including, but not limited to, employees of Willdan; (B) injury to property or other interests of Willdan, or any party; (C) violation of local, state, or federal common law, statute, or regulation, including, but not limited to, environmental laws or regulations; or (D) strict liability imposed by any law or regulation so long as such injury, violation, however caused, regardless of any strict liability or negligence of Willdan whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the

sole gross negligence or willful misconduct of Willdan, its officers, managers, or employees.

Customer acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way directly or indirectly connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity without exclusion, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

Customer shall, on Willdan's request, defend any action, claim, or suit asserting a claim that may be covered by this indemnity. Customer shall pay all costs and expenses that may be incurred by Willdan in enforcing this indemnity, including reasonable attorney's fees and costs. This indemnity shall survive the termination of this Agreement for any reason.

If this Agreement is assigned by Willdan pursuant to Section 11, Customer agrees that this indemnification shall continue to apply to Willdan and shall apply to the Assignee.

**13. LIMITATION OF LIABILITY** – Either Party shall not be liable for any special, incidental, indirect, or consequential damages arising out of or in connection with the project, the Program, or this Agreement, including without limitation, loss of profits, loss of business, loss of goodwill, loss of use of systems or equipment, or commitments to subcontractors, whether or not such damages were reasonably foreseeable at the time of contracting. In addition, Willdan's total liability arising out of or in connection with the project, the Program, or this Agreement shall be limited to the incentive amount paid to Customer.

**14. WRITTEN NOTICE** – Any written notice, demand or request required or authorized, in connection with this Agreement shall be deemed properly given if sent by nationally recognized overnight courier, electronically or email to CEEP@willdan.com, or First-Class Mail, postage prepaid, to the Customer address above or to Willdan at the following address: Willdan Energy Solutions, Attention: Willdan Contracts, 2401 E Katella Ave, Suite 300, Anaheim, CA 92806. Notices shall be deemed received (A) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following personal delivery; (B) if mailed, three (3) business days after the date the notice is postmarked; (C) if by email, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (D) if by overnight courier, on the business day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

**15. MISCELLANEOUS** – This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law's provisions. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of this Agreement and supersedes all prior agreements, representations, writings, and discussions between the Parties, whether oral or written, with respect to the subject matter hereof. No amendment, modification or change to this Agreement shall be binding or effective unless expressly set forth in writing and signed by both Parties representatives authorized to execute the Agreement.

- A. Willdan shall provide Customer notice of any direct change of control (whether voluntary or by operation of law).
- B. Willdan shall notify Customer in the event of Willdan's imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on any of Willdan's assets.
- C. Customer acknowledges that there are benefits associated with participating in the Program and implementation of the applicable project(s) including, but not limited to: energy savings, cost savings, improved equipment operation, improved occupant comfort, etc. Benefits are not guaranteed.
- D. Customer acknowledges that there are risks associated with participating in the Program and the applicable project(s) including, but not limited to, energy and cost savings variability (due to weather, occupancy, etc.), potential for Program termination, and/or limited Program funding. Customer is not guaranteed a certain amount of energy savings from the measure(s).

**16. ARBITRATION** – This Agreement shall be governed, interpreted, and construed under the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration with such arbitration service as the Parties may agree, and in

the absence of such agreement, in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The language of the arbitration shall be in English. In no event will the arbitration of any controversy or the settlement thereof delay the performance of this Agreement. Arbitration hearings will be held in the County of Orange, California. The prevailing Party will be reimbursed for any and all attorney's fees, costs, and expenses, including the arbitrator's fees.

**17. RELEASE OF INFORMATION** – Customer acknowledges that Willdan will provide SCE with all information requested without further notification to Customer. If Customer refuses to allow SCE, its staff, or its contractors and/or consultants to have access to such information, Customer will not be allowed to participate in the Program. Willdan agrees to mark project information as confidential before submitting Customer's files to SCE in accordance with California Public Utilities Code Section 583.

**18. CONFIDENTIALITY** – The Receiving Party agrees that the information in this Agreement shall be considered Confidential in nature. Except as otherwise expressly agreed to in writing by the other Party,

each receiving Party shall, and shall cause its Representatives to: keep strictly confidential and take reasonable precautions to protect against the disclosure of all Confidential Information, solely for the purposes of performing its obligations under this Agreement and not for any other purpose; provided, a Party may disclose Confidential Information (1) to the extent necessary to comply with Applicable laws, any accounting rules or standard, and any applicable summons, subpoena, or order of a Governmental Authority, and any exchange rule; (2) of non-price information for the sole purpose and only to the extent necessary for proper performance of this Agreement; (3) to those of its Representatives who need to know such information for the purposes of performing the receiving Party's obligations under this Agreement (and, in the case of Representatives of Willdan engaged wholly or in part in the purchase and sale of electrical power or natural gas, are directly engaged in performing Willdan's obligations under this Agreement) if, prior to being given access to Confidential Information, such Representatives are informed of the confidentiality thereof and the requirements of this Agreement and are obligated to comply with the requirements of this Agreement. Each Party will be responsible for any breach of this Agreement by its Representatives.

This Agreement is entered into by and between Willdan Energy Solutions ("Willdan") and Customer, who may be individually referred to as a "Party" and collectively as the "Parties."

This Agreement is valid for sixty (60) calendar days after Customer signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

**CUSTOMER:**

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**WILLDAN ENERGY SOLUTIONS:**

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**CUSTOMER CONSENT TO ASSIGNMENT OF INCENTIVE CHECK & PAYMENT ADDRESS:**

When applicable, Customer hereby assigns all incentives associated with this Agreement to the Assignee as identified below. Customer understands that it is responsible to comply with the remainder of its rights and duties, including incentive repayment obligations, as provided for in this Agreement.

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Payment to Company Name: \_\_\_\_\_

Company Payment Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Company Email: \_\_\_\_\_