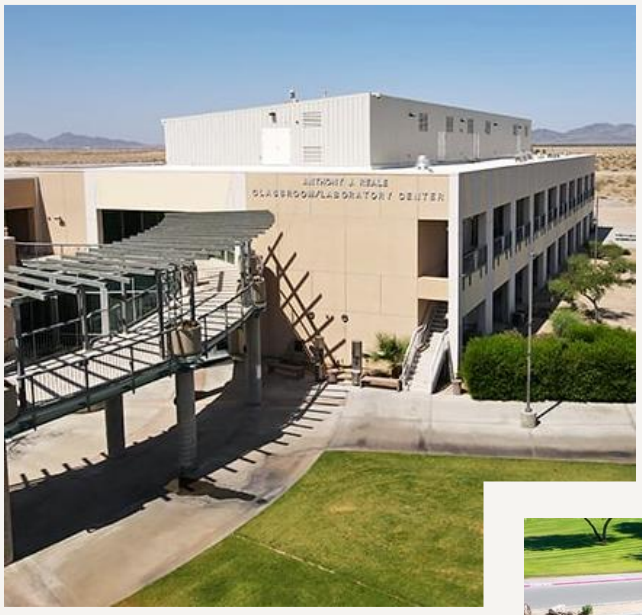

CLIMATEC
ENERGY SERVICES

PALO VERDE COLLEGE

WHERE KNOWLEDGE TAKES ROOT AND OPPORTUNITY GROWS



ENERGY MASTER PLANNING: COMPREHENSIVE INFRASTRUCTURE RENEWAL AND RESILIENCY

REQUEST FOR PROPOSAL (RFP)

Palo Verde Community College District | Attn: Mario Hale

Submitted & Due: January 14, 2026

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FROM THE BEGINNING, CLIMATEC DEMONSTRATED THEIR CAPABILITIES AND THOROUGHNESS OF DEVELOPING A PROJECT SPECIFICALLY TO OUR DISTRICT.

VICKI BIMAT, CFO | EARLIMART SD

January 14, 2026

Mario Hale
Palo Verde Community College District
1 College Drive
Blythe, CA 92225

CLIMATEC
A Bosch Company

Dear Mr. Hale,

Thank you for the opportunity to partner with Palo Verde Community College District ("Palo Verde CCD") in addressing infrastructure needs while navigating today's financial pressures. We understand the importance of protecting your general fund through thoughtful funding solutions, performance-based outcomes, and a delivery approach that is as fiscally responsible as it is impactful. Our team recognizes the weight of this solicitation and the deliberate path the District will follow in selecting a qualified partner.

With the right energy services partner, the project ahead will provide measurable relief by helping the District overcome the effects of deferred maintenance and take full advantage of today's funding and rebate opportunities. To ensure Palo Verde CCD meets its objectives, we encourage the selection committee to consider key distinctions that define top-tier performers in the higher education energy and infrastructure space:

1. **REFERENCES**
   Above all, check references! True performers should have a proven track record demonstrating their expertise in developing comprehensive infrastructure renewal and resiliency programs.
2. **AGREEMENTS & PRICING**
   Assess if the pricing and agreement terms are straightforward and free of exit fees/penalties, proprietary software, and obligatory maintenance/monitoring agreements.
3. **BUDGET & TIMELINE CERTAINTY**
   Qualified firms should have a demonstrated track record of on-time, on-budget performance, without litigation history.
4. **FUNDING EXPERTISE**
   Verify if the firm has in-house capabilities to provide turn-key application assistance for the influx of grant funding opportunities from federal, state and local programs.
5. **CORPORATE STABILITY & FINANCIAL STRENGTH**
   Look for signs of corporate strength such as: stability of parent company, ownership structure (privately held vs. publicly traded vs. private equity), frequency of name changes, debt structure, local decision making, and local resource capacity.

Climatec certifies that we meet or exceed all requirements and qualifications outlined in the RFP, including top-tier accreditation by the National Association of Energy Service Companies (NAESCO) and the Department of Energy (DOE).

We're ready to deliver a customized comprehensive infrastructure renewal and resiliency program that supports Palo Verde CCD's fiscal goals, addresses facility needs, maximizes external funding and fulfills desire to create an all-encompassing energy master plan. We look forward to the opportunity to serve you!

Sincerely,

Ashley Lough

Ashley Lough
Director of Energy Services | Direct: (602) 400-2859 | alough@climatec.com
For correspondence related to this RFP, please contact Ryan Crowell at (949) 473-1724 or RCrowell@Climatec.com

TAB 1: BACKGROUND, FINANCIAL CAPACITY & MANAGEMENT STRUCTURE

A. GENERAL INFORMATION

PROVEN TRACK RECORD

50 Years
Energy & Industry Experience

Over $1.5B
Infrastructure Modernization Programs Implemented

ZERO
Savings Shortfalls or Litigation

Stable Ownership
Backed by Bosch, Privately Held

BRIEF HISTORY OF FIRM

Since our founding in 1975, Climatec has grown into one of the nation's largest providers of energy infrastructure and building technology solutions. Our success is reflected in a strong portfolio of repeat public-sector customers, proving that our approach goes beyond the traditional "get in, get out" mentality. We are committed to long-term partnerships and multi-phase program support.

Climatec's philosophy is simple: stand behind every promise and stay engaged to ensure lasting success. Our reputation is built on results and supported by a robust network of California public agency references.

With over $1.5 billion in turn-key energy efficiency and sustainability programs implemented, Climatec is the market leader for public agencies seeking to revitalize infrastructure, drive climate action, and achieve sustainability goals.

The following attributes reflect Climatec's proven ability to deliver innovative, high-impact efficiency solutions as a leading energy partner:

- Delivering turn-key energy management and efficiency projects for over 50 years
- Completing thousands of energy efficiency programs for the public sector
- Operating 7 offices across California, including a local office in Poway
- Serving as the largest master systems integrator for building automation in the U.S.
- Employing hundreds of licensed professionals and engineers across California
- Navigating California's evolving political landscape, state mandates, funding opportunities, and regulatory frameworks with deep expertise
- Leveraging established relationships with agencies such as SCE, CEC, CPUC, CARB, DGS, DIR, MDAQMD and others to maximize the success of customer programs

We continue to help our customers meet and exceed their climate goals, demonstrating that our commitment is **not just performative, but proven through consistent, results-driven delivery.**

THE CLIMATEC DIFFERENCE

✓ REFERENCES
✓ AGREEMENTS & PRICING
✓ BUDGET & TIMELINE CERTAINTY
✓ FUNDING EXPERTISE
✓ CORPORATE STABILITY & FINANCIAL STRENGTH

REFERENCES

Positive References

We often hear during competitive RFP selection processes that reference checks are one of the main contributing factors for selecting Climatec. We strongly encourage the evaluation committee to reach out to our references provided in **Tab 3: References** to hear what our customers have to say about their Climatec experience.

As our project histories and customer testimonials demonstrate, Climatec has provided comprehensive infrastructure renewal and resiliency programs for hundreds of public entities across California, particularly in and around Riverside County. Our reference base not only demonstrates our ability to deliver successful projects but also reflects our unwavering commitment to delivering on our promises, even in the face of design or implementation challenges.

When modernizing infrastructure, nearly 100% of projects have challenges at one point or another. Climatec believes it is how we respond to these challenges that defines our brand and customer's experience. It is crucial to partner with a company that has a genuine desire to serve its customers' best interests for the foreseeable future.

Energy Project Expertise

In business since 1975, Climatec is proud to have earned its reputation as a leader in delivering turn-key assessment, design, funding assistance, implementation, and monitoring services for public agencies looking to pursue comprehensive infrastructure renewal and resiliency programs. Our team provides comprehensive facility assessments and long-range master planning in the areas of renewables, heating ventilation and air conditioning (HVAC), interior and exterior lighting, building automation system (BAS), electronic vehicle (EV) charging, water conservation, building envelope, and more.

Stakeholders will be equipped with a holistic view of how to improve Palo Verde CCD infrastructure and the bottom line for today, tomorrow and many decades to come.

Once the District determines a scope of work, Climatec will collaborate with staff to review potential funding options for final determination by the District and its advisor(s). Climatec will provide grant application assistance, rebate and incentive applications for state/ federal programs, local utility programs, and private sector funding, to name a few.

After the scope of work and funding is secured and approved by District leadership and Board, an implementation agreement can be considered by the Board, which will include a not-to-exceed price, specified timelines and performance guarantees. Compared to traditional or piecemeal construction delivery methods, our comprehensive design-build approach allows Districts to combat inflationary impacts, change orders, scope gaps and unforeseen project delays.

Many engineering-focused energy service companies have limited construction expertise when implementing a District-wide energy program with a guaranteed maximum price and return on investment. These firms often charge hefty premiums for years of studies and project development, which creates roadblocks when seeking consensus amongst stakeholders. By the time projects are ready for implementation, budget estimates are often outdated and unattainable in the construction market, leading to design revisions and further decision paralysis. Evaluating a firm's track record in successful infrastructure renewal and resiliency program implementation is an important consideration for Palo Verde CCD's evaluation committee.

Having a strong local reference base is incredibly important for the evaluation team to consider when selecting an energy services partner. Climatec has a tremendous amount of experience in working with Southern California Edison (SCE) and its representatives to obtain rebates/incentives and follow local protocols when upgrading electrical infrastructure.

Our local experience demonstrates our firm's ability to deliver project development, engineering, potential funding options, and construction resources to Southern California in a way that assures on time delivery and within budget. Our local reference base will attest that Climatec has an unmatched track record of consistently delivering exceptional customer service and extensive resources to our public agency partners.

Our references illustrate that 70% of our business comes from repeat, satisfied customers – particularly in Southern California.

AGREEMENTS & PRICING

A common theme you hear when contacting customer references is that Climatec is easy to do business with. This starts with having straightforward agreements and transparency during assessments, design, funding discussions, implementation, and monitoring. You'll find that we are amenable to modifying our agreement terms to ensure fair, win-win outcomes. Legal review and accepting redlines is something we do within a couple of hours, instead of the industry norm, which usually takes weeks or months.

When it comes to pricing, we provide investment grade assessments at our risk with no cost obligation for the District. If Climatec develops a program that meets the needs of Palo Verde CCD, our profit fee for program implementation is 5% of the turn-key project amount. Costs for design, engineering, project management and general conditions are included in a not-to-exceed price and consistent with industry standards.

During construction, we bill progress payments for percentage complete according to AIA standards. Our agreements are written as such to eliminate change order risks, unless the District requests a scope modification.

In summary, **there's no fine print with Climatec.**

BUDGET & TIMELINE CERTAINTY

In today's construction environment, partnering with a single design-build provider is the most effective way to ensure budget and timeline certainty, particularly within fixed-price energy programs that protect agencies from rising equipment and labor costs. A turn-key approach also simplifies funding applications, ensures compliance with reporting requirements, and provides clear accountability for savings projections and performance.

Climatec has more experience delivering large-scale energy conservation projects under current market conditions than any other provider in California. Our customers typically achieve a 15–20% reduction in construction costs and a 2:1 savings-to-investment ratio. These reduced construction costs include:

- **Reduced architectural & engineering (A/E) fees**
- **Expedited project delivery timelines**
- **Elimination of change orders & inflation-related price increases**
- **Access to economies of scale, buying power, & preferred pricing**
- **Increased staff efficiency & reduced utility/maintenance costs**

With a proven track record of delivering complex infrastructure renewal and resiliency programs, Climatec is uniquely positioned to bring high-impact, reliable results to Palo Verde CCD's efficiency and resiliency initiatives.

FUNDING EXPERTISE

Today, more funding is available from grants, incentives, and rebates than ever before. Federal, state, local, and private sector programs offer public agencies opportunities to relieve capital funds and leverage significant general fund savings. Partnering with an expert in securing these funds is crucial.

Climatec excels in identifying funding options for energy efficiency and sustainability, providing white-glove support for the District and finance team.

Our team has successfully guided public agencies through the process of accessing over $1.5 billion in funding from a wide array of budget-neutral funding sources, including:

- Federal Stimulus Programs
- Inflation Reduction Act (IRA)
- California Energy Commission (CEC)
- Utility Incentives/Rebates
- Department of Water Resources (DWR)
- California Air Resources Board (CARB)
- Department of Energy Funding
- 0% Interest Financing Programs
- Private Sector Funding
- Self-Generation Incentive Program (SGIP)
- Community Resilience Centers (CRC)
- Federal Renewable Fuel Standard Program
- Low Carbon Fuel Standard Credits (LCFS)
- California Dept. of Resources Recycling & Recovery (CalRecycle)
- Drinking Water & Wastewater Program
- Strategic Growth Council's (SGC)
- State of California Programs
- Other Rural & Higher-Education Programs
- Public Private Partnerships

Additional details regarding potential funding source options as well as Climatec's expertise in this area are included in **Tab 5: Funding Sources.**

We recognize Palo Verde CCD's current commitment to balancing essential services while addressing long-standing infrastructure needs. Our approach is designed to maximize available grants, rebates, and operational savings opportunities, delivering essential improvements without further burdening the general fund.

CORPORATE STABILITY & FINANCIAL STRENGTH

As a wholly-owned subsidiary of Bosch, Climatec is backed by an 'A' credit-rated, $104 billion global engineering and technology company that is privately held and 94% owned by a non-profit charitable trust. Our private ownership structure enables us to make business decisions that prioritize the best interests of our customers, rather than shareholders and corporate executives.

Many emerging or outdated energy and solar companies are often bought, sold, and restructured, resulting in unfavorable outcomes for their customers and unfulfilled promises. It's possible some firms responding to this RFP have changed their names and restructured several times. In contrast, **Climatec has maintained the same name and never transferred our energy service agreements to a third party.** As a debt-free company, we offer stability and reliability to assure long-term performance for your infrastructure's lifecycle. We pride ourselves on transparency, local decision making and a customer-centric approach that allows us to be flexible when it comes to tailoring a program to meet our customer's needs.

Robert Bosch founded the "Workshop for Precision Mechanics and Electrical Engineering" in 1886.

> I HAVE ALWAYS ACTED ACCORDING TO THE PRINCIPLE THAT 'I WOULD RATHER LOSE MONEY THEN TRUST.' THE INTEGRITY OF MY PROMISES, THE BELIEF IN THE VALUE OF MY PRODUCTS AND IN MY WORD OF HONOR HAVE ALWAYS HAD A HIGHER PRIORITY TO ME THAN A TRANSITORY PROFIT.
>
> ROBERT BOSCH | INDUSTRIALIST, ENGINEER & INVENTOR. FOUNDER OF ROBERT BOSCH GMBH

LENGTH OF TIME PERFORMING SERVICES

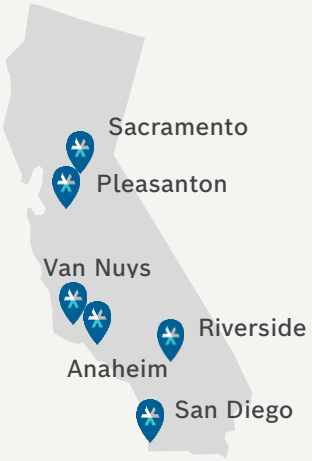
For over 50 years, Climatec has delivered infrastructure modernization solutions across diverse industries, creating safer, more efficient building environments. Our expertise spans energy services, HVAC systems, and renewable energy programs, with flexible funding strategies that help customers reduce costs.

LOCATION OF CALIFORNIA OFFICES

Climatec's nearest regional office is located in San Diego at 13715 Stowe Drive, Poway, CA 92064.

This full-service office provides comprehensive energy services for public agencies. Our team of engineers, project managers, and service technicians based in Poway are well-equipped to deliver responsive, high-quality support to the District throughout the duration of the project.

Our commitment to local presence, combined with the backing of a global organization, positions Climatec to provide both the personalized service of a local firm and the extensive resources of a national provider.



B. FINANCIAL CAPACITY & CAPABILITY TO PERFORM

Climatec's financial stability and corporate backing of Bosch provides long-term performance assurance along with unlimited bonding capacity to accommodate projects of any size. Bosch is a leading global supplier of technology and services, employing 429,000 associates worldwide in four key business sectors: Mobility, Industrial Technology, Consumer Goods, and Energy and Building Technology. Universal trends such as automation, electrification, digitalization, and connectivity, as well as an orientation to sustainability, are increasingly determining our business operations. In this context, Bosch's broad footprint as a global and diversified technology company strengthens our offerings and inventiveness to sustain municipal infrastructure and support 21st century environments.

Please review the annual report and facts & figures on our financial capacity here:

www.bosch.com/company/annual-report/

www.bosch.com/company/facts-and-figures/

C. MANAGEMENT STRUCTURE & ORGANIZATIONAL CHART

MANAGEMENT STRUCTURE

Climatec operates as a Limited Liability Corporation (LLC). All legal filings, bonding, insurance, licenses, and permits are maintained under our full legal name, Climatec LLC. Steve Siverson, Vice President of Energy Services, serves as the executive lead for this project and reports directly to our parent company, Bosch.

KEY PERSONNEL TO BE UTILIZED

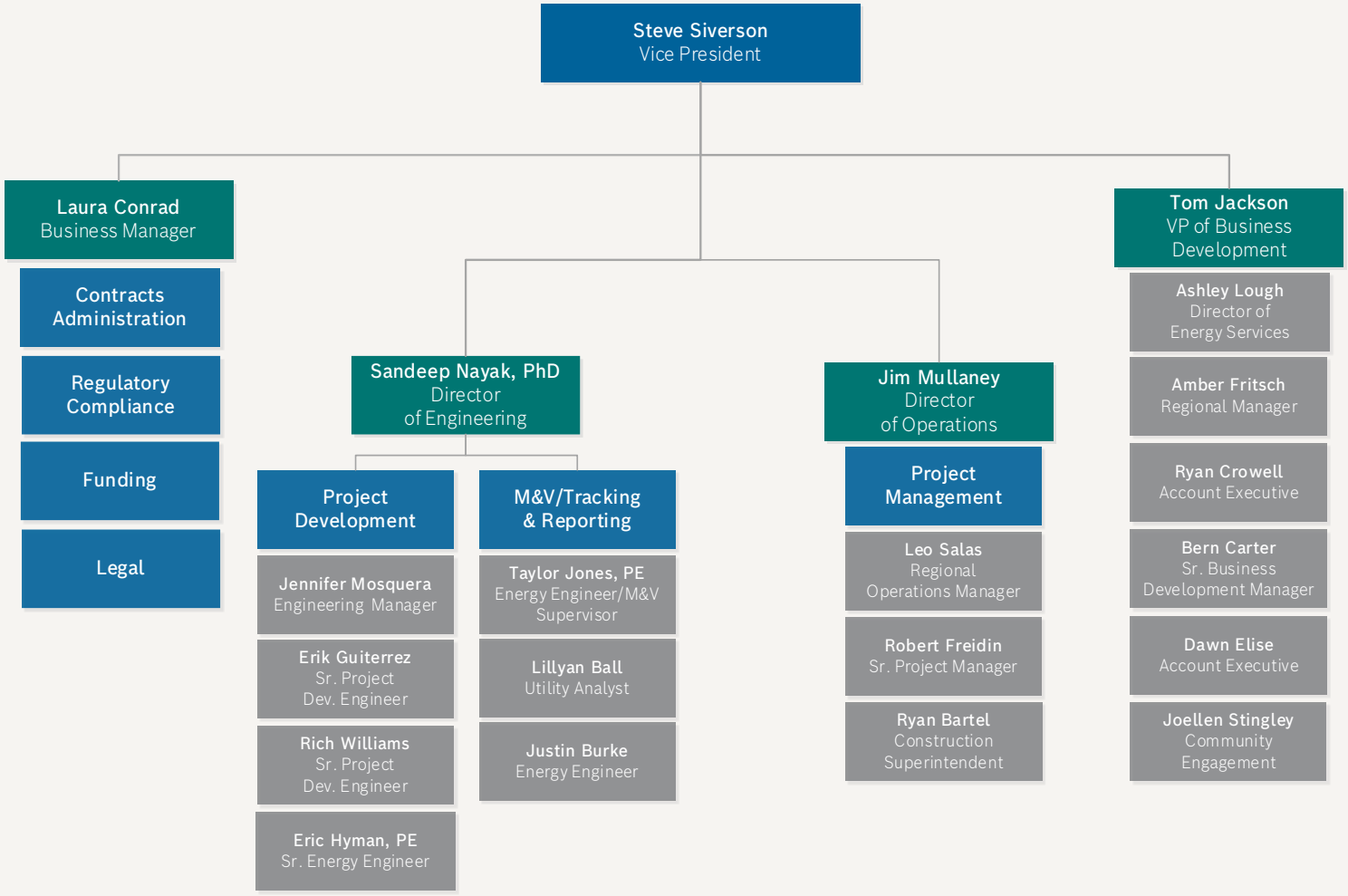
With over 400 years of combined experience, Climatec's multidisciplinary team brings a depth of talent and technical knowledge essential for delivering successful, cost-effective infrastructure renewal and resiliency programs. Our personnel possess deep expertise in master systems integration, design-build project delivery, energy engineering, sustainable and renewable energy solutions, grant acquisition and funding strategy, and ongoing measurement and verification (M&V).

Each team member has been selected for their specific qualifications, role alignment, and ability to meet the District's performance and accountability expectations. Our staff includes in-house professionals credentialed in the following areas:

- Professional Engineers (PE)
- LEED-Accredited Professionals (LEED AP)
- Certified Energy Managers (CEM)
- Mechanical Engineers & Engineers in Training (EITs)
- Certified Measurement & Verification Professionals (CMVP)
- Certified Project Managers

ORGANIZATIONAL CHART

PALO VERDE COLLEGE
WHERE KNOWLEDGE TAKES ROOT AND OPPORTUNITY GROWS



Tom Jackson | Vice President of Business Development

As Climatec's Vice President of Business Development, Mr. Jackson oversees sales and operations for California's energy services business, providing strategic direction and managing key partnerships. He will serve as the executive contact for the project, ensuring best value pricing and fair agreements.

With extensive experience in domestic and international sales, marketing, and finance, Mr. Jackson has held leadership roles at Honeywell International and Motorola Broadband. He also serves on the Industry Advisory Council for UC Davis's California Lighting Technology Center and Energy Efficiency Center.

Ashley Lough | Director of Energy Services

Mrs. Lough oversees California public sector market offerings for education, local government and special districts. With 16 years of experience, Mrs. Lough offers expertise in program management, stakeholder engagement, and brand building, securing over $490 million in funding for California infrastructure revitalization.

Mrs. Lough serves as a Board of Trustees member for the California Municipal Management Foundation (CCMF) and is a recognized energy services industry expert for California public sector, K-12 advocacy, energy policy and facility funding.

Local program experience: Cities of Blythe, and Ontario, Brawley Union HSD, Calexico USD, Rowland USD, and San Bernardino City USD.

Amber Fritsch | Regional Manager

Mrs. Fritsch leads the California account management team for higher education, K-12, special districts and local government. With over 13 years of experience, Mrs. Fritsch helps public agencies engage stakeholders to define the program's scope of work priorities, funding options, site plans, coordination with other projects, site operation requirements, master scheduling and implementation planning.

She is the chief interface for organizations that support the California public sector profession including: CalCities, CCMF, Contract Cities, CASH, CASBO, CSBA, ACSA, and other County Offices of Education.

Local program experience: City of Blythe, City of Ontario, Brawley Union HSD, Calexico USD, Rowland USD, and San Bernardino City USD.

Ryan Crowell | Account Executive (Primary Contact)

Mr. Crowell has over 3 years of experience, Mr. Crowell facilitates grant applications and liaises between our in-house grant team and public agencies to maximize grants and ensure compliance. He also supports Mrs. Fritsch and the operations team during project development and implementation.

Local program experience: Cities of Blythe, and Ontario, Brawley Union HSD, Calexico USD, Rowland USD, and San Bernardino City USD to name a few.

Bern Carter | Senior Business Development Manager

Mrs. Carter is dedicated to ensuring customer satisfaction and devising innovative strategies tailored to meet her customers' diverse objectives. With over 20 years of experience in customer-centric project implementation, she excels in leading complex program rollouts for energy, water efficiency and sustainability initiatives in California public agencies. Her extensive background and deep relationships with various funding agencies and major utility providers afford her customers valuable insights into potential funding options.

Additionally, Mrs. Carter's leadership experience in Fortune 500 companies, where she honed her skills in nurturing talent, sharing best practices, and refining operational procedures, enables her to assist public sector leaders in improving practices and streamlining operations related to these programs across the state. She is also a business associate of CASA, ACCCA, ACBO and others, further demonstrating her commitment to supporting community-focused initiatives.

Local program experience: Cities of Blythe, and Ontario, Brawley Union HSD, Calexico USD, Rowland USD, and San Bernardino City USD to name a few.

Dawn Elise | Account Executive

Ms. Elise brings over 5 years of experience with public agencies and construction, bolstering the team's efforts towards achieving complete customer satisfaction and program success. She will provide comprehensive support to the entire team during program development and implementation.

Local program experience: City Ontario, Brawley Union HSD, Calexico USD, Rowland USD, and San Bernardino City USD to name a few.

Sandeep Nayak, PhD | Director of Engineering

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

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, and Blythe, Brawley Union HSD, Calexico USD, Rowland USD, San Bernardino City USD, Heber ESD, and Holtville USD

Erik Guiterrez | Senior Project Development Engineer

Mr. Gutierrez brings over 10 years of mechanical engineering and energy efficiency expertise to public sector customers.

As a Senior Project Development Engineer at Climatec, he specializes in facility auditing, energy benchmarking, and managing infrastructure modernization projects across California and developing comprehensive solutions that optimize building performance while maximizing utility incentives. Working with the project development team, he leads facility assessments, data analysis, and budget management to ensure successful implementation of energy efficiency and sustainability initiatives.

Local program experience: City of Blythe, City of Ontario, Brawley Union HSD, Calexico USD, Rowland USD, and San Bernardino City USD to name a few.

Rich Williams | Senior Project Development Engineer

With over 8 years of experience, Mr. Williams excels in developing photovoltaics (PV), battery energy storage system designs, and electrical vehicle (EV) infrastructure with a focus on electrical engineering. His attention to detail ensures successful completion of various solar projects, including shade structures, carports, rooftops, and ground-mounted systems, all meeting regulatory standards. He is a leading advocate for sustainability, particularly in California's public agencies. His accreditations include REP and EIT.

Local program experience: Cities of Blythe, and Ontario, Brawley Union HSD, Calexico USD, Rowland USD, and San Bernardino City USD to name a few.

Jim Mullaney | Director of Operations

With over 40 years of leadership experience in construction, finance and project management, Mr. Mullaney provides tremendous expertise in delivering customer tailored solutions for effective project implementation. Previous leadership roles have included Project Management Director, COO, CFO and General Manager for several major corporations, serving performance contracting, HVAC products and services, construction, and building services industries.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Fountain Valley, Blythe, and Ontario, Brawley Union HSD, Calexico USD, Rowland USD, San Bernardino City USD, Calipatria USD, and Heber ESD.

Leo Salas | Regional Operations Manager

Mr. Salas brings over 24 years of experience in construction and project management, specializing in comprehensive energy efficiency projects across California. His background in HVAC, building automation, lighting, and xeriscaping providing unique insights into saving energy, conserving water, and reducing carbon footprints. His hands-on coordination, customer liaison skills, and ability to recommend specifications ensure successful outcomes and high satisfaction.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Fountain Valley, Blythe, and Ontario, Brawley Union HSD, Calexico USD, Rowland USD, San Bernardino City USD, Calipatria USD, Heber ESD, and Holtville USD.

Robert Freidin | Senior Project Manager

Mr. Freidin brings over 12 years of experience implementing infrastructure renewal and resiliency programs across the State of California as a Senior Project Manager. He oversees all aspects of project delivery from initial planning through final implementation. His comprehensive management approach includes coordinating with subcontractors, managing budgets, ensuring safety compliance, and maintaining rigorous quality control standards.

Mr. Freidin has established himself as a trusted leader in implementing diverse energy savings solutions, including high efficiency HVAC systems, building automation, LED lighting modernization, and renewable energy projects.

Local program experience: City of Blythe, City of Ontario, Brawley Union HSD, Calexico USD, Rowland USD, and San Bernardino City USD to name a few.

Jennifer Mosquera | Engineering Manager

As Engineering Manager, Ms. Mosquera leads engineering efforts for Climatec's infrastructure renewal and resiliency programs across California. She works closely with operations teams and District staff to ensure compliant, on-time, and cost-effective project delivery.

With over 11 years of experience and $600 million in energy project oversight, while bringing technical and regulatory expertise. Ms. Mosquera holds a master's in mechanical engineering with a focus on energy and is fluent in Spanish.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Fountain Valley, Blythe, and Ontario, Brawley Union HSD, Calexico USD, Rowland USD, San Bernardino City USD, Calipatria USD, Heber ESD, and Holtville USD.

Joellen Stingley | Climatec Community Connect Advocate

With over 19 years of experience, Mrs. Stingley brings exceptional expertise in the energy, climate, and environmental sectors. She coordinates events, manages press communications, and develops sustainability content, while also supporting website development and presentation design. Her work not only highlights organizational achievements but also fosters meaningful community engagement, effectively, connecting innovative solutions with a shared commitment to sustainability.

Local program experience: City of Blythe, City of Ontario, Brawley Union HSD, Calexico USD, Rowland USD, and San Bernardino City USD to name a few.

Laura Conrad | Business Manager

As Climatec's Business Manager, Laura Conrad brings extensive legal expertise in managing complex agreements and regulatory oversight for energy efficiency and sustainability programs. She leads all aspects of contract development, negotiation, and risk management, while ensuring strict adherence to quality control and compliance standards.

Mrs. Conrad's background includes leadership roles in private practice and corporate law, with a particular focus on business law and regulatory compliance. As an experienced corporate attorney, she offers a comprehensive understanding of contract law, business regulations, and environmental legislation—contributing to successful outcomes in public sector energy infrastructure projects.

Local program experience: Cities of Blythe, and Ontario, Brawley Union HSD, Calexico USD, Rowland USD, San Bernardino City USD, and dozens of other public agencies across California.

TAB 2: LITIGATION DISCLOSURE

Climatec has never had any previous or current involvement as a party in any formal litigation, arbitration or mediation associated with implementation or savings performance on an energy savings contract or specifically related to an Investment Grade Audit (IGA) agreement in the last (5) five years. Climatec has never changed names nor transferred our energy service agreements to another party.

TAB 3: REFERENCES

Climatec has delivered over $1.5 billion in infrastructure renewal and resiliency programs for public sector agencies in education and local government. **Regularly, Climatec is invited back for several phases with the same customer.** Rather than the traditional "get in, get out" approach, Climatec's philosophy is built on trust and building long-term private-public partnerships.

After a successful initial phase, our customers often choose to pursue a multi-phase strategy for addressing infrastructure needs through a long-range energy master plan. This approach provides continuity, allowing the project team to leverage their familiarity with the District's infrastructure priorities, and operational procedures, ensuring each subsequent phase is aligned with the District's goals and culture.

Climatec is pleased to share six project histories that showcase our design-build approach to modernizing energy and water infrastructure for California public agencies. These examples reflect our full-scope capabilities, from investment grade audits to implementation and ongoing measurement and verification.

THANKS TO CLIMATEC WE COMPLETED SIX PHASES OF DISTRICTWIDE ENERGY EFFICIENCY AND RENEWABLE PROJECTS WITHOUT USING OUR GENERAL FUND. PROJECTS WERE COMPLETED ON TIME, ON BUDGET AND SAVINGS ARE EXCEEDING EXPECTATIONS.

ALEX FLORES, DEPUTY SUPERINTENDENT | ROWLAND USD

CITY OF BLYTHE

Start/Completion Dates
2015 –2017
M&V Services 2018 – Present

Primary Contact
Mallory Sutterfield Crecelius
(760) 922-6161

Project Size
$7.2 Million

Total Project Savings
$16 Million

Funding Sources
Private Sector Funding & Utility Incentives/ Programs

Services & Equipment Provided

- Citywide water meter replacement
- Advanced metering infrastructure (AMI)
- Pump optimization at Wastewater Treatment Plant
- Well pump efficiency improvements
- High efficiency aeration blower modernizations
- Groundmount solar structure
- High efficiency HVAC modernizations
- Building automation system (BAS)
- Interior & exterior LED lighting modernizations
- Measurement & verification services
- Community outreach & engagement program

LOS ANGELES COMMUNITY COLLEGE DISTRICT

Start/Completion Dates
2006 – Present

Project Size
$30+ Million

Total Project Savings
N/A

Funding Sources
District Bonds & Capital

Services & Equipment Provided

- Largest community college district in CA
- Projects span 9 community college campuses + 2 satellite offices
- Long term relationship includes projects, service agreements & emergency services
- Over $30 M of building automation control systems (BAS), metering/energy monitoring, lighting control associated with new construction & modernization projects
- Strong service support for controls, security & mechanical maintenance & modernizations
- Climatec cloud hosting of metering and demand response system is currently being implemented

CALEXICO UNIFIED SCHOOL DISTRICT (2 PHASES)

Start/Completion Dates
March 2017 – Present (2 Phases)

Primary Contact
Arturo Jimenez | (760) 768-3888

Project Size
$40 Million (2 phases)

Total Project Savings
$68.7 Million (2 phases)

Funding Sources
State Grant Funds (Prop 39), Private Sector Funding, Utility Incentives, ICAPCD AB 617 EV / Solar Grant, CalSHAPE Grant, IRA Solar Investment Tax Credit (ITC), IRA Low-Income Bonus Solar Entitlement, ICAPCD AB 617 Paving Grant (Phase III), ZESBi & Other EV Grants

Services & Equipment Provided

- Solar parking & shade or dual-purpose structures
- Smart irrigation control system
- High efficiency HVAC modernizations
- Enhance ventilation & filtration
- Interior & exterior LED lighting modernization
- Occupancy sensors & LED dimming control
- Electric vehicle (EV) charging stations
- Electrical upgrades
- New building automation systems (BAS)
- Retro-commission existing BAS
- CO^2 Monitoring
- Building envelope | roof replacements
- High efficiency dual pane windows
- Plug load power management
- Measurement & verification services
- Community outreach & engagement services

NEW & RENEWED INFRASTRUCTURE

BRAWLEY UNION HIGH SCHOOL DISTRICT

Start/Completion Dates
November 2022 – April 2025

Primary Contact
Simon Canalez | (760) 554-1121

Project Size
$5.5 Million

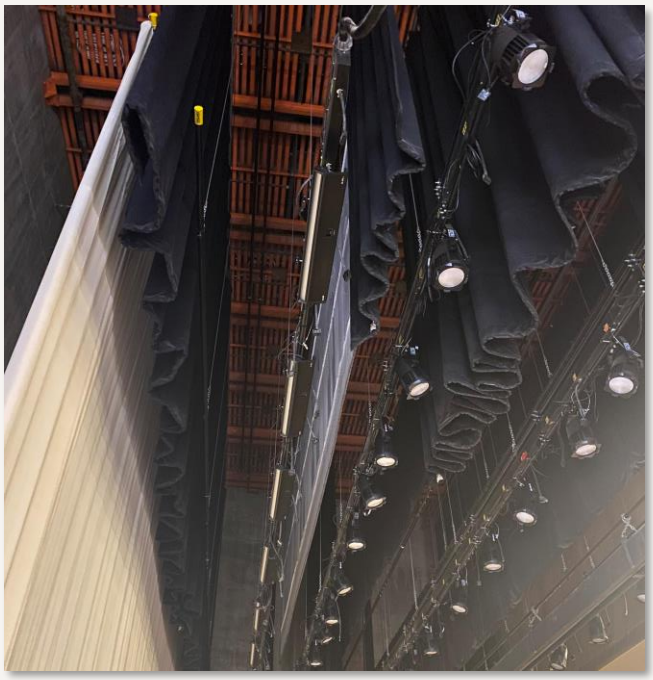
Total Project Savings
$6 Million

Funding Sources
Federal Stimulus, General Fund Reserves, & Arts & Music Block Grant

Services & Equipment Provided

- High efficiency HVAC modernizations
- Complete HVAC redesign
- Electrical upgrades
- Interior & exterior LED lighting modernizations
- Customized LED stage lighting, sound system & control system at auditorium
- New building automation systems (BAS)

NEW & RENEWED INFRASTRUCTURE



ROWLAND UNIFIED SCHOOL DISTRICT (7 PHASES)

Start/Completion Dates
June 2021 – Present (7 Phases)

Primary Contact
Alex Flores | (626) 854-8309
Myra Lopez | (714) 469-3234

Project Size
$42.7 Million (7 Phases)

Total Project Savings
$10.5 Million (7 Phases)

Funding Sources
ESSER Federal Stimulus, Utility Incentives, District Capital, Local Bond Funds, Inflation Reduction Act (IRA) & State Grant Funds (Prop 39)

Services & Equipment Provided

- High efficiency HVAC modernizations
- Addition of air conditioning for gyms
- New building automation system (BAS)
- Central plant modernizations
- Demand control ventilation systems
- Interior & exterior LED lighting
- Solar parking & shade structures
- Non-solar shade structures
- Pool solar thermal heating
- Smart irrigation control system
- Grant application services
- Expanded service agreement to relieve M&O staff bandwidth constraints
- Measurement & verification services
- Community outreach & engagement

NEW & RENEWED INFRASTRUCTURE

SAN BERNADINO CITY UNIFIED SCHOOL DISTRICT

Start/Completion Dates
April 2025 - Present

Primary Contact
Thomas Pace | (909) 388-6100

Project Size
$52.9 Million

Total Project Savings
$95.4 Million

Funding Sources
Certificates of Participation (COP) Funding, Reimbursable District Contribution, Guaranteed Energy Savings, Utility Rebates/Incentives & Local/State/Federal Programs

Services & Equipment Provided

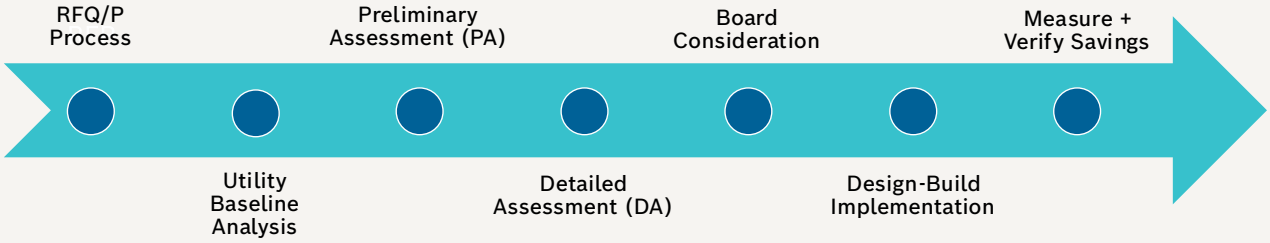
- High efficiency HVAC modernizations
- Central plant modernizations
- New building automation system (BAS)
- Exterior door contacts/occupancy sensors
- Interior & exterior LED lighting modernizations
- Occupancy sensors/dimming control
- Sports field lighting
- Solar shade & parking structures
- Electric vehicle (EV) charging station

NEW & RENEWED INFRASTRUCTURE

TAB 4: PROJECT APPROACH

Climatec's streamlined project approach for a comprehensive infrastructure renewal and resiliency program aligns with Palo Verde CCD's goals and the scope of work detailed in the RFP. In this section, we outline a step-by-step process that will ensure successful outcomes at each project milestone.

A. APPROACH TO SITE ASSESSMENT & IDENTIFYING INFRASTUCTURE IMPROVEMENTS



PRELIMINARY ASSESSMENT (PA)

Climatec will complete a comprehensive preliminary assessment (PA) for no cost obligation to the District. As part of the PA process, Climatec will conduct a District-wide facility assessment identifying potential energy efficiency improvement projects. Our team prioritizes cost-saving solutions that protect Palo Verde CCD's infrastructure investments without burdening operational budgets. By leveraging external funding and delivering long-term utility savings, we help the District preserve essential services while avoiding the costly consequences of deferred maintenance, ensuring capital funds work as intended.

In close collaboration with staff, Climatec will develop a preliminary scope of work and engage stakeholders to assess which projects are feasible and desirable. The PA deliverables will include a scope of work matrix, sample solar layouts, a preliminary turn-key price, estimated lifecycle savings, eligible funding source options, and example cash flow scenarios. After refining the PA deliverables with the District, a study session will be scheduled to share information with the Board.

SITE ASSESSMENTS
1. Kickoff meeting to establish District needs & priorities with key stakeholders
2. Establish a weekly or bi-weekly meeting cadence
3. Review relevant background material
4. Analyze site maps, utility consumption & operating expenditures
5. Conduct engineering site assessments to evaluate all utility infrastructure
6. Catalog infrastructure data
7. Re-validate infrastructure priorities with staff
8. Prepare a summary of site assessment findings
9. Prepare layouts for proposed renewable energy measures
10. Define funding parameters & funding source options

IDENTIFYING INFRASTRUCTURE IMPROVEMENTS

Climatec's comprehensive scope of services encompasses a wide range of efficiency improvements, sustainability measures, and smart building technologies including:

RENEWABLES + POWER RESILIENCY

- Solar PV Structures
  - Outdoor Learning
  - Lunch/Dining
  - Parking
  - Rooftop
  - Ground
- Solar Thermal
- Battery Storage
- Energy Generation
- Electric Vehicle (EV) Charging Infrastructure
- Microgrid
- Backup Power Generators
- Biogas Cogeneration

HEATING & COOLING SYSTEMS (HVAC) + BUILDING AUTOMATION SYSTEMS (BAS) + LIGHTING

- Central Plants
- HVAC Equipment
- Variable Frequency Drives
- Demand Control Ventilation
- Piping System Retrofits
- Air Handling Retrofits
- Variable Refrigerant Flow HVAC Systems
- New BAS Installations
- Integrate Existing BAS
- Optimize/Expand BAS
- BAS Occupancy Control
- BAS Energy Dashboard
- Interior & Exterior LED Lighting
- Smart Park & Security LED Lighting
- Sports Field Lighting
- Day Light Harvesting
- Occupancy Sensors
- Lighting Control
- Street Light LED Conversion/Controls

WATER SYSTEMS & MANAGEMENT

- Pumping Optimization
- Water Meters
- AMI - Advanced Metering Infrastructure
- AMR – Advanced Meter Reading
- SCADA Optimization
- Desalinization
- Groundwater Injection
- Manhole Covers
- Utility Billing Software (UBS)
- Revenue Recovery Analysis
- Smart Irrigation System & Controls
- Rainwater/Stormwater Storage & Reuse
- Building Water Conservation

BUILDING ENVELOPE

- Dual Pane Windows
- Door Systems
- Roofing Systems
- Wall Installation
- Weatherstripping
- Window Security Film
- Solar Control Film

OTHER INNOVATIVE SOLUTIONS

- Smart City Technology
- Street Light Controls
- CCTV Security Systems
- Intrusion Security System
- Wildfire Detection Technology
- GHG Reduction Dashboards
- Public Wi-Fi
- Parking Systems
- Fire Alarm System
- Oil Recycling Programs
- Ice Production & Management

COMMUNITY OUTREACH

- Climatec Community Connect (C3)
- STEM Learning
- Assemblies & Field Trips
- CTE Curriculum
- Community Awareness
- Press Releases
- Sustainability Websites
- Groundbreaking Events
- Construction Signage
- Flip-the-Switch Ceremonies
- Economic Development
- Energy Kiosks

PROJECT DEVELOPMENT
1. Conduct preliminary engineering for infrastructure modernizations
2. Conduct preliminary engineering for renewable energy & power resiliency
3. Prepare scope of work matrix by location & measure
4. Conduct scope verification meeting to refine priorities with staff
5. Conduct preliminary financial engineering for desired scope
6. Provide preliminary not-to-exceed price, funding options & example funding scenarios for review by key stakeholders
7. Prepare study session presentation & staff reports to inform District Board
8. Conduct Board study session
9. Revise preliminary scope & funding options according to stakeholder input
10. Confirm implementation by Climatec & set target date for Board action

DETAILED ASSESSMENT (DA)

After the District deliberates and provides direction on the PA deliverables, a detailed assessment (DA) is required to finalize the program pricing, savings, detailed scope of work and technical specifications. Climatec will provide the DA scope of services for no cost obligation to the District subject to: 1) staff and Board confirming the program it wishes to implement with Climatec, and 2) confirmation of a target action date for Board consideration.

At the DA stage, Climatec will provide backup analysis, breakouts, and other data required for staff's due diligence to make a recommendation to the Board. Detailed financial analysis will also be provided for the District's finance and leadership team to solidify the funding plan and pursue third-party financing, if applicable.

DA services and deliverables shall include (in sequence) but not limited to:

1. Conduct in-depth engineering site assessments to finalize project scope
2. Finalize location, sizing requirements & other related infrastructure modernizations required to implement desired measures
3. Evaluate & communicate project permitting requirements
4. Update scope matrix with final scope & prepare summary of revisions
5. Perform detailed engineering to finalize project scope & financials
6. Prepare draft schedule of key milestones & implementation plan overview
7. Provide DA report to reflect final DA scope of work & selected funding options
8. Draft agreement for project implementation for legal review
9. Assist staff with due diligence & stakeholder engagement
10. Present final DA & action item for Board consideration

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

PROGRAM IMPLEMENTATION

Climatec's implementation scope includes all aspects of final design, engineering, permitting, procurement, installation, training, warranty, and insurance related to the agreed-upon program. Upon award, we will coordinate a kick-off meeting with District staff to establish a construction management framework and mobilization plan.

We will complete all final design elements, such as land surveys, geotechnical studies, and construction drawings, required for submittals and permit approvals. All engineered documents will be submitted for the District's technical review and approval prior to construction.

A detailed implementation plan and construction schedule will be finalized in collaboration with various District departments, outlining key milestones such as design completion, subcontract issuance, site prep, and post-construction activities. To ensure transparency and accountability, Climatec will host regular progress meetings with District staff throughout the process.

Our project manager and on-site implementation team will work closely with District personnel to ensure quality execution, minimal disruption, and seamless integration with ongoing District operations. Our priority is to deliver a program that is on time, within budget, and with minimal disruption to District operations.

> PARTNERSHIP WITH CLIMATEC HAS BEEN GREAT, BECAUSE AS A PRIVATE COMPANY, THEY DO MOVE FAST, PIVOT QUICKLY AND ARE VERY RESPONSIVE.
>
> SCOTT OCHOA, CITY MANAGER | CITY OF ONTARIO

PERFORMANCE PHASE

When construction is complete, the scope measures will enter the performance phase. Climatec will then work toward our next set of milestones:

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

INITIAL & ONGOING COMMISSIONING

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

Climatec provides extensive professional training on all new systems and procedures for District staff. Then, we turn over all relevant documents, including industry standard As-Builts, revised AutoCAD site drawings, other specific drawings, materials-used inventories, manufacturer data sheets, and maintenance guidelines.

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

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

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

MEASUREMENT AND VERIFICATION (M&V)

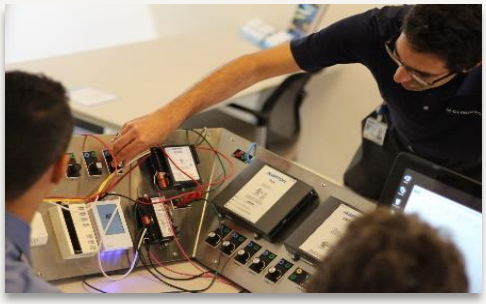
After implementation, Climatec's M&V department proactively verifies the performance of newly installed systems by monitoring real-time utility data. Climatec's M&V department provides 24/7 monitoring for HVAC, BAS, solar operation and utility consumption.

If savings or equipment is not performing as intended, our team will notify the District and take corrective steps proactively. By providing continuous monitoring of mechanical equipment schedules and building operation, our team of energy engineers work with customers to ensure the attainment of energy savings goals. Our energy engineering team collaborates with District staff to provide regular operational updates.

D. TRAINING PROGRAMS AVAILABLE FOR DISTRICT EMPLOYEES

To ensure the long-term success of infrastructure modernizations, post-project training is essential. Climatec provides comprehensive training for District staff, equipping them to maintain new systems and maximize energy savings. Training is delivered through a variety of methods, including on-site sessions, webinars, and classes at Climatec University, led by factory-authorized instructors with expertise in advanced systems.

Our curriculum covers everything from basic system operations to preventive maintenance, empowering staff to manage and sustain upgraded systems with confidence and independence. In addition to hands-on training, we provide a comprehensive documentation package tailored to the District's needs. This empowers District staff with the tools and knowledge needed to manage, maintain, and optimize their systems, laying the groundwork for continued operational improvements and future cost savings for Palo Verde Community College District.



> SMART ONTARIO IS OUR PROMISE TO FACE THESE REALITIES AND CREATE A GREEN FUTURE FOR OUR COMMUNITY TO ENJOY FOR GENERATIONS. ALONG WITH IMPROVEMENTS THAT HAVE STREAMLINED THE CITY'S MAINTENANCE AND OPERATIONS, WE'VE ALSO IMPLEMENTED TECHNOLOGIES PEOPLE CAN ENJOY FIRSTHAND.
>
> PAUL LEON, MAYOR | CITY OF ONTARIO

TAB 5: FUNDING SOURCES

EXPERIENCE WITH FACILITATING & OBTAINING FUNDING FOR CALIFORNIA PUBLIC SECTOR

Calexico USD Clean Air Rebate

Climatec brings proven expertise in securing grants, incentives, and low-cost funding that enhance the financial viability of energy and infrastructure projects. As part of our turn-key approach, we collaborate closely with District staff to identify and pursue applicable State, Federal, utility, and private-sector opportunities, assisting with application preparation, compliance tracking, and reporting.

By integrating funding strategy early in project development, we reduce upfront costs and provide long-term relief to both the general and capital fund allocations. With unprecedented funding available today, Palo Verde CCD has a unique opportunity to stretch capital dollars further, without incurring additional debt.

Climatec's dedicated in-house funding specialists are focused exclusively on helping California public agencies secure financial resources. Our approach enables District leaders to deliver a proactive win/win for the students of Palo Verde CCD and the environment.

As part of our process, we will present customized funding scenarios based on successful strategies used by other public agencies for similar energy and infrastructure initiatives.

POTENTIAL FUNDING SOURCES	
Federal Grants & Incentives	Mojave Desert Air Quality Management District (MDAQMD)
Utility Incentives/Rebates	Clean Water State Revolving Fund
California Energy Commission (CEC)	California State Treasurer's Office
Private Sector Funding	Drinking Water & Wastewater Program
Power Purchase Agreements (PPA)	Self-Generation Incentive Program (SGIP)
Inflation Reduction Act (IRA)	Renewable Fuel Standard (RIN Credits)
State Water Control Board Grants	Low Carbon Fuel Standard Credits (LCFS)
Department of Water Resources (DWR)	CA Recycling & Recovery (CalRecycle)

FEDERAL FUNDING

INFLATION REDUCTION ACT (IRA)

The Inflation Reduction Act (IRA) offers the District a chance to pay for clean energy initiatives with 30-40% in incentives. Passed in 2022, this legislation allocates substantial funding to support GHG reductions and carbon neutrality, primarily through increased incentives for renewable energy adoption. Historically, these incentives were exclusively available to private entities, however, **public agencies can now access Investment Tax Credit (ITC) through the "Direct Pay" program despite being exempt from federal tax.**

Given the uncertainty of federally funded programs under the new administration, like the IRA incentives, programs need to be closely monitored by the District's selected partner who stays informed of federal funding developments and understands the nuances of these funding sources. While key Investment Tax Credit (ITC) deadlines are approaching, the District still has an opportunity to secure available incentives before they expire. Climatec is actively monitoring these developments to ensure the District maximizes every available opportunity while mitigating potential risks.

CALIFORNIA ENERGY COMMISSION (CEC)

Climatec actively tracks and facilitates access to low-interest (1%) California Energy Commission (CEC) loans for infrastructure renewal and resiliency programs. These funds become available on a revolving basis as previous loans are repaid, creating continuous opportunities for public agencies.

Through our direct partnership with the CEC, Climatec supports Southern California agencies in securing funding for impactful infrastructure modernizations ranging from HVAC and lighting improvements to EV charging stations and battery storage. We also collaborate with the CEC on piloting new funding mechanisms and maintain strong relationships with programs such as CALeVIP, which advances EV infrastructure across the state.

As a partner to Southern California public agencies, Climatec can help your District access early, priority, and often underutilized funding opportunities, maximizing value while accelerating the District's sustainability and resiliency goals.

PRIVATE SECTOR FUNDING

Climatec will support the District in its effort to seek municipal lease purchase financing, if desired, by providing cash flow scenarios and other desired proformas. There is an abundance of low interest, private sector funding solutions available for Palo Verde CCD's program that can be repaid through guaranteed savings. National and community banks alike, have strong appetites to provide tax exempt municipal financing solutions for public sector energy infrastructure and clean energy programs.

Climatec is not a financial advisor and thus will support the District in providing any project-related information necessary to pursue its desired funding options. We do not partner with any bank or other financing provider so the District can freely explore all options or work with a preferred financial advisor, knowing Climatec is by your side.

UTILITY PROGRAMS

Utility companies offer significant incentives to support utility savings programs for public agencies. Research from the Department of Energy shows that investing in efficiency is more cost-effective for utilities than procuring additional electricity. Climatec collaborates with utilities to identify available incentives, maximizing benefits for solar, battery storage, lighting, building automation, HVAC and water conservation. Our dedicated specialists handle the entire application process, from submission, inspection to final approval, ensuring a smooth process from start to finish.

DISCLAIMER: *In accordance with SEC regulations, Climatec does not provide financial advice or serve as a municipal advisor. The District's finance team and/or municipal advisor is responsible for reviewing funding options and cash flow scenarios. The District acknowledges that Climatec is not an SEC-registered municipal advisor and has no fiduciary duty to the District.*

> CLIMATEC HAS BEEN INSTRUMENTAL IN DEVELOPING AND FUNDING COMPREHENSIVE PROGRAMS THAT MEET OUR CITY'S NEEDS.
>
> DEBBIE POLLART | CITY OF SAN LEANDRO

TAB 6: SAVINGS

A. APPROACH TO PROJECTING & PROVING UTILITY SAVINGS

When projecting and proving energy and operational savings, Climatec follows industry standard protocols for M&V. Our standards come from the U.S. Department of Energy's Efficiency Valuation Organization IPMVP Core Concepts, EVO 10000-1:2022, as well as California statute requirements and guidelines for Government Code 4217, and applicable utility programs.

To calculate, model and quantify savings associated with each proposed infrastructure improvement, we leverage state-of-the-art modeling tools, including eQuest Energy Simulation Models and short-term data logging, then calibrate against actual utility data.

B. METHODOLOGY & FORMULAS UTILIZED FOR REPORTING

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

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

HVAC & BUILDING AUTOMATION SYSTEMS (BAS)

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

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

The current HVAC system's operating schedule and heating and cooling temperature setpoints are considered to determine the baseline model. Savings calculations are based on improved equipment efficiency, optimized operating schedules and tighter heating and cooling temperature setpoints. To determine how much less electrical energy is used by HVAC upgrades, the post-retrofit energy is subtracted from the pre-retrofit energy usage.

((Size of Existing HVAC Unit) x (Unit Efficiency) x (Stipulated Load Factor) - (Size of New Cooling Unit) x (Unit Efficiency) x (Stipulated Load Factor)) x (Annual Operating Hours) = kWh Savings

ENERGY COST SAVINGS

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

(kWh saved) x (average $/kWh rate) = Total $ saved

LIGHTING

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

{[(Existing watts/fixture) x (existing quantity) x (existing hours of operation)] –
[(proposed watts/fixture) x (proposed quantity) x (proposed hours of operation)}] / 1000 = kWh savings

REPORTING OF SAVINGS

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

C. MONITORING SERVICES AFTER IMPLEMENTATION

To ensure ongoing performance and maximize utility savings, Climatec offers in-house remote monitoring for HVAC systems, building automation systems (BAS), and utility consumption. Our team of energy engineers provides 24/7 equipment monitoring, ensuring systems operate according to design and performance specifications. We also collaborate closely with District staff to keep them informed, engaged, and aligned with savings goals.

Unlike contractors who outsource monitoring, often adding cost and reducing efficiency, Climatec handles this function internally. This allows us to provide real-time support, assist with scheduling, troubleshoot issues, and adapt to special events without added expense.

Our proven ability to consistently meet and exceed projected savings is directly tied to this integrated approach. Climatec becomes the District's long-term partner in delivering a high-performance energy efficiency and resiliency program that continues to improve over time.

D. PROJECTS/CUSTOMERS IN WHICH GUARANTEED SAVINGS WERE NOT MET

In our 50-year history of delivering turn-key comprehensive infrastructure renewal and resiliency programs, **Climatec's customers have never experienced a shortfall on a savings guarantee.** That said, should a savings guarantee not be met in the District's program, Climatec would work directly with the District staff to find potential performance issues and take necessary steps for increasing utility savings and complying with the guarantee. This may include re-engineering portions of installed improvements or installing additional equipment at Climatec's expense. In the event we are still unable to achieve the guaranteed savings, Climatec will reimburse Palo Verde CCD the value of savings not achieved.

> THE ENERGY SAVINGS DURING CONSTRUCTION HAVE EXCEEDED OUR EXPECTATIONS. WHAT'S MOST EXCITING IS THAT THIS IS JUST THE BEGINNING," SAID ONTARIO MAYOR PAUL LEON. "REPLACING OUR OUTDATED INFRASTRUCTURE TO CREATE SMART AND SUSTAINABLE FACILITIES SERVES A MULTIFACETED PURPOSE. NOT ONLY ARE WE PRESERVING TAXPAYER DOLLARS, BUT WE ARE ALSO CREATING A CLEANER ENVIRONMENT FOR OUR COMMUNITY TO PROUDLY LIVE, WORK AND PLAY IN.
>
> MAYOR PAUL LEON | CITY OF ONTARIO

TAB 7: ADDITIONAL BENEFITS & VALUE ADDED ELEMENTS

There are a number of additional benefits and added value elements that Palo Verde CCD would recognize as a result of program implementation, and several elements unique to Climatec in delivering an infrastructure renewal and resiliency program. This program will be the framework to achieve the District's energy goals and strategies.

BOARD ENGAGEMENT

Climatec helps District staff engage stakeholders to ensure the program is aligned at all levels. Through program development, we will support the District through authoring staff reports, memos, and website updates regularly (as desired). This process helps inform stakeholders, including District staff and Board about "what's to come."

COMMUNITY OUTREACH & ENGAGEMENT SERVICES

Climatec offers a suite of engagement initiatives to help the District tell its story and **iNFORM, iNVOLVE, iNSPIRE** the community. Our communication services will help you tell your story and keep your stakeholders informed about the exciting changes coming to Palo Verde CCD. The Climatec Community Connect (C3) team will work closely with District staff to design a customized community outreach and engagement program that aligns with the District's strategic objectives and Board priorities. The C3 program is conceptualized during the initial assessment stage and implemented during and after construction.

COMMUNITY CONNECT
iNFORM . iNVOLVE . iNSPIRE

Some of our value added offerings include, but not limited to:

- Dedication & ribbon cutting events
- Construction signage
- Ground breakings
- Public relations efforts at each program milestone
- Board memos, reports & engagement
- Social media engagement
- Quarterly newsletter updates
- Community workshops
- Bond oversight meetings
- Q&A forums
- Walking tours with local leaders & interested community members
- Case studies, brochures, posters & various presentation formats
- Applications for grants & awards from local/state/federal programs
- Dedicated web pages & custom content for Palo Verde CCD

'Ontario Goes Green' Ribbon Cutting Event

ADDITIONAL BENEFITS

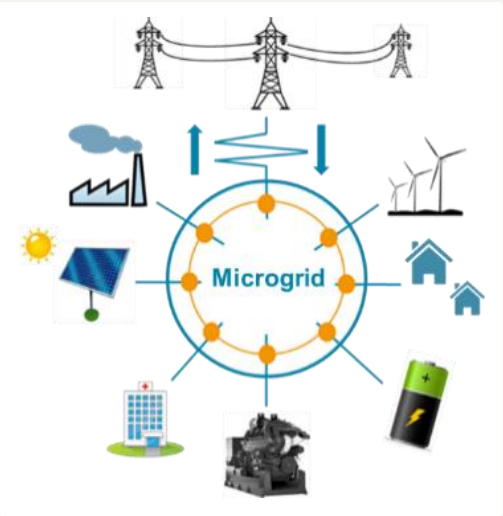
- Reduce rising cost pressures on the general fund & capital budgets
- Revitalize infrastructure without using general fund or capital
- Hedge against significant rate increases from utility providers
- Implement energy master plan priorities at today's construction prices
- Eliminate change orders, scope gaps & timeline uncertainty
- Reduce deferred maintenance liabilities
- Facility occupant comfort & safety
- Staff & operational efficiency
- Environmental stewardship
- Community outreach & engagement

> THIS PROJECT SOLIDIFIES SAN LEANDRO'S REPUTATION AS A STATEWIDE LEADER IN TAKING ACTION TO REDUCE OUR ENERGY CONSUMPTION.
>
> PAULINE CUTTER, MAYOR | CITY OF SAN LEANDRO

CLIMATEC COMMUNITY CONNECT (C3) IN ACTION

POWER RESILIENCY

California public agencies are increasingly challenged by Public Safety Power Shutoffs (PSPS), planned outages used to prevent wildfires during high wind and dry conditions. While effective for fire prevention, PSPS events disrupt essential operations across many public agencies. As a result, Districts are actively exploring power resiliency solutions, including microgrids, to ensure critical facilities remain operational during outages.



Recent state legislation has made additional funding available to support the planning and implementation of these technologies. As part of our comprehensive District-wide assessment, Climatec will work with District staff to identify priority infrastructure that would benefit from enhanced resiliency.

We will evaluate the feasibility of microgrid solutions tailored to Palo Verde CCD's needs and integrate viable funding options into the overall program. Climatec's goal is to help the District maintain uninterrupted service and uphold the high standards its community expects and deserves.

> OUR ENERGY INFRASTRUCTURE WILL REFLECT BURLINGAME SCHOOL DISTRICT'S VISION AND MISSION. BUILDING RESILIENT FACILITIES WITH EFFICIENT, RENEWABLE ENERGY STANDARDS PROMOTES ENVIRONMENTAL STEWARDSHIP FOR OUR COMMUNITY AND ENCOURAGES OUR PROBLEM-SOLVERS TO PREPARE FOR THEIR FUTURE.
>
> MARLA SILVERSMITH, SUPERINTENDENT | BURLINGAME SD

TAB 8: CONTRACTS, PRICING & FORMS

SAMPLE CONTRACTS

Climatec does not require an Investment Grade Audit (IGA)agreement; hence a sample is not included. However, this section contains sample contracts for project installation and measurement and verification (M&V) services, including all applicable terms and conditions.

PRICING & FORMS

The required Pricing Proposal and Acknowledgement Form was not included within the solicitation documents provided by Palo Verde Community College District and does not appear to be available for download on the Districts website at the time of submittal. Climatec also confirms that no addenda related to this solicitation were identified or received. Should any addenda be issued following submission, Climatec will promptly review, acknowledge, and comply with all requirements.

INSTALLATION AGREEMENT FOR

TERMS AND CONDITIONS

ATTACHMENTS

- **Attachment "A" – Scope of Work**
- **Attachment "B" – Lighting Summary**
- **Attachment "C" – Mechanical Inventory**
- **Attachment "D" – Solar Installation**
- **Attachment "E" – Technical Appendix**

INSTALLATION AGREEMENT

This Installation Agreement ("Agreement") entered into as of _____ ("Effective Date") is made by and between:

_____
("Purchaser") with its principal place of business at

_____

_____

and

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

Purchaser and Climatec LLC agree as follows:

1. **INSTALLATION.** Climatec LLC shall provide Purchaser with an Energy Infrastructure Modernization Program, as identified in **Attachment(s) A, B, C, D, and E** (the "Work"), and incorporated herein by reference at the total fixed price of _____ including required taxes and performance bond.

   Prices quoted are firm for the agreed upon Work, except for any cost increase or decrease due to tariffs imposed or lifted after the effective date of the agreement. Prices may be adjusted to reflect the increase or decrease in cost of tariffs after the date of execution.

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

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

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

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

   Terms applicable to the solar scope are as follows:

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

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

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

4. **INVOICING & PAYMENTS.** Climatec LLC may invoice the Purchaser for any equipment and/or materials installed at a job site. Purchaser agrees to pay Climatec LLC amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climatec LLC's invoice is not paid within thirty (30) days of its issuance, it is delinquent and Climatec LLC may add one percent (1%) per month interest onto delinquent amounts.

5. **INDEPENDENT CONTRACT.** It is agreed between Purchaser and Climatec LLC that Climatec LLC shall perform the Work as an independent contractor. Climatec LLC may use subcontractors to perform work hereunder, provided Climatec LLC shall fully pay said subcontractors and in all instances remain fully responsible for (a) the proper completion of this Agreement and (b) supervising such subcontractor's work and for the quality of the work they produce.

6. **MATERIALS.** All materials shall be new, in compliance with all applicable laws and codes, and shall be covered by a manufacturer's warranty, if appropriate. If the materials or equipment included in this Agreement become temporarily or permanently unavailable, the time for performance of the Work shall be extended to the extent thereof, and in case of permanent unavailability, Climatec LLC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore.

7. **COMPLETION.** The Work shall be considered completed upon approval by the Purchaser, provided that the Purchaser's approval shall not be unreasonably withheld. The nature of the Work is that is consists of multiple projects and/or sites, as noted in Attachment A. Once work on a project or a site is deemed by Climatec LLC to be substantially complete (that is available for beneficial use by the Purchaser with the scope of work for that site or project functioning as required) except for minor items (a punch list), Climatec LLC will provide a Notice of Substantial Completion for

that site or project to the Purchaser. Final Completion, as previously noted, will occur once the entire scope of work is complete for all sites and projects.

8. **WARRANTY.** Climatec LLC warrants that the equipment and systems provided under this Agreement shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of beneficial use or eighteen (18) months from delivery of said equipment or systems. Within the warranty period, if Purchaser provides written notice to Climatec LLC of any such defects within thirty (30) days after the appearance or discovery of such defect, Climatec LLC shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment shall be borne by Purchaser, unless otherwise provided for in manufacturer warranties. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. All transferrable manufacturer warranties associated with the equipment will be transferred to the Purchaser. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose.

9. **LIABILITY.** Neither party shall be liable to the other for any special, indirect, or consequential damages arising in any manner from the equipment, material, or systems furnished or the work performed pursuant to this Agreement.

10. **TAXES.** The price of this Agreement includes duties, sale, use, excise, or other similar taxes required by federal, state, or local laws in effect at the time of the Effective Date.

11. **DELAYS.** Climatec LLC shall not be liable for any delay in the performance of the Work resulting from or attributed to acts of circumstance beyond Climatec LLC's control, including but not limited to acts of God, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, or other contractors or delays caused by suppliers or subcontractors of Climatec LLC, etc. If Purchaser delays project for greater than sixty (60) days, Climatec LLC can recover any cost inflation on un-billed materials that were either stored or yet to be purchased.

12. **REBATES, UTILITY INCENTIVES.** Unless otherwise stated in the Agreement, or cash flow analysis, any and all rebates, incentives that are earned through the course of this project from public or private utilities, municipalities, development districts or state funding, with the exception of lighting rebates, are one hundred percent (100%) the property of the Purchaser or their designee. Lighting rebates are one hundred percent (100%) the property of Climatec LLC and are used to reduce the project cost to the Purchaser. The paperwork, inspections and verification required to collect these monies (except for lighting rebates) are the sole responsibility of the Purchaser.

13. **COMPLIANCE WITH LAWS.** Climatec LLC shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the Work shall be obtained and paid for by Climatec LLC.

14. **CLIMATEC LLC'S LICENSE AND DIR REGISTRATION.** In order to perform the Work, Climatec LLC shall possess a valid, active license in the classification(s) required issued by the State of California, which shall remain valid and active throughout the project. In addition, Climatec LLC must be registered with the Department Industrial Relations ("DIR") as a public works contractor.

15. **WAGE RATES**. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, Purchaser has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at Purchaser's office. In the event that the listed or posted rates are in error, Climatec LLC is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and Purchaser shall not be responsible for any damages arising from the error.

16. **PAYROLL RECORDS.** It is the responsibility of Climatec LLC to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.

17. **PREVAILING WAGE**. The Agreement is subject to prevailing wage monitoring and enforcement by the DIR. Climatec LLC and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Climatec LLC and all subcontractors will be required to furnish electronic certified

payroll records to the DIR on a frequency not less than monthly using the DIR's eCPR. Climatec LLC shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). Climatec LLC shall permit Purchaser, the DIR, or their designee to interview Climatec LLC's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide Purchaser, the DIR, or their designee with such access to its employees.

18. **APPRENTICES**. If applicable, Climatec LLC shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

19. **DISPUTES.** Public Contract Code Sections 9204 and 20104 *et seq.* (collectively, the "Dispute Resolution Provisions") set forth statutory requirements applicable to contractor claims arising or resulting from public works projects (each a "Claim"). The Dispute Resolution Provisions require that each Claim be in writing, served on the public agency by registered mail or certified mail with return receipt requested, and supported by reasonable documentation of the basis for the Claim. To the extent provided in Public Contract Code Section 9204, a prime contractor may file Claims on behalf of its subcontractors of any tier. The public agency shall respond in writing to each Claim within forty-five (45) days after receiving the claim or, if approval of the response by the governing body of the public agency is required, then not later than three (3) days following the next duly publicly noticed meeting of the governing body after such forty-five (45) day period. The Dispute Resolution Provisions specify additional requirements if the public agency does not timely respond or if the claimant disputes the response. The public agency shall pay any undisputed portion of a Claim as required pursuant to the Dispute Resolution Provisions. If the contractor disputes the public agency's response to a Claim, or the public agency does not timely respond to a Claim, the contractor may submit to the public agency a written demand to meet and informally confer regarding settlement of the Claim. In such event, the public agency shall schedule such meeting to occur within thirty (30) days following receipt by the public agency of the written demand. If, following such meeting, any portion of the Claim remains in dispute, the contractor and public agency shall submit the Claim to non-binding mediation as required by the Dispute Resolution Provisions. If a Claim for three hundred seventy-five thousand dollars ($375,000) or less remains in dispute following such mediation, and a civil action is commenced to resolve the Claim, judicial arbitration shall be required pursuant to Public Contract Code Section 20104.4.

20. **CHANGE ORDER (Mid-Performance Amendments)**. Climatec LLC and the Purchaser recognize that:

    a. Purchaser may desire a mid-job change in the specifications or scope that would add time and cost to the specified work or inconvenience Climatec LLC.
    b. Other provisions of the Agreement may be difficult to carry out because of unforeseen events, such as material shortage or labor strikes.

    If these or other events beyond the control of the parties reasonably require adjustments to this Agreement, the parties shall make a good faith attempt to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties, and added to this Agreement. Failure to reach agreement shall be deemed a dispute to be resolved as agreed in section 20 of this Agreement.

21. **INSURANCE.** Climatec LLC will maintain comprehensive liability and other insurance in amounts not less than those set forth below. Such insurance shall protect Climatec LLC and the Purchaser against any claims, losses, liabilities, and expenses arising from the Work, whether performed by Climatec LLC or any subcontractor of Climatec LLC. The coverage shall include:

    a. Workers Compensation and Employers' Liability Insurance - $1,000,000 each accident; $1,000,000 each employee/disease; and $1,000,000 policy limit.
    b. Comprehensive or Commercial General Liability - Bodily injury liability of $1,000,000 per occurrence and general aggregate liability of $2,000,000 per occurrence.
    c. Comprehensive Automobile Insurance – Combined single limit of $1,000,000 per occurrence.

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

22. **INDEMNITY.** The parties hereto agree to defend, indemnify, and hold harmless each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the Work and which are caused, in whole or in part by the negligent act or omission of the indemnifying party.

23. **OCCUPATIONAL SAFETY AND HEALTH.** The parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the Work.

24. **ENTIRE AGREEMENT.** This Agreement, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

25. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Climatec LLC unless accepted by Climatec LLC in writing.

26. **SEVERABILITY.** If one or more of the provisions of this Agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.

27. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original.

28. **ASSIGNMENT.** Climatec LLC retains the right to assign its rights and obligations of this Agreement with written consent of Purchaser.

29. **ACKNOWLEDGMENT.** Both Climatec LLC and the Purchaser acknowledge having read this Agreement and all contract documents incorporated herein and have executed this Agreement on the Effective Date.

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

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement effective as of the Effective Date.

	Climatec LLC
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Attachment "A"
Scope of Work

Attachment "B"
Lighting Summary

Attachment "C"
Mechanical Equipment Schedule

Attachment "D"
Solar Installation

Attachment "E"
Technical Appendix

CLIMATEC MEASUREMENT AND VERIFICATION AGREEMENT FOR

SCOPE OF SERVICES

TERMS AND CONDITIONS

ATTACHMENTS

Attachment "A" – Guaranteed Savings Measurement & Verification

I. Savings Guarantee
II. Measurement & Verification Methods
III. Selected Measurement & Verification Options
IV. Specific Measurement & Verification Plan for Each ECM:
    1. Lighting System Upgrades
    2. HVAC System Installation
    3. HVAC Controls Upgrades
    4. Solar PV Installation

Attachment "B" – Utility Baseline Summary

Attachment "C" – Standards of Operation (HVAC & Lighting)

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

CLIMATEC M&V AGREEMENT

This Measurement and Verification ("M&V") Agreement ("Agreement") entered into as of _____ is made by and between:

_____ ("Purchaser")
with its principal place of business at
_____
_____

and

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

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

Attachment "A" – Guaranteed Savings Measurement & Verification

Attachment "B" – Utility Baseline Summary

Attachment "C" – Standards of Operation (HVAC & Lighting)

SCOPE OF SERVICES

Energy Savings Measurement & Verification Service:

Climatec LLC will provide M&V services of the energy savings associated with Purchaser's energy retrofit installation, as described in Attachment A – Scope of Work, located in the associated Installation Agreement. Energy savings M&V reports ("M&V Reports") will be provided to the Purchaser on an annual basis.

Term:

This Agreement shall commence upon the completion and acceptance of the Purchaser's energy retrofit installation project and receipt of final payment for the associated Installation Agreement ("Effective Date") and shall continue for a term of _____ years. The Purchaser may terminate this Agreement at any time with a sixty (60) day written notice. However, termination of this Agreement will void any savings guarantee under this Agreement and the Installation Agreement on or after the termination date.

Charges:

This Agreement shall be billed once per year due and payable within forty-five (45) days of the Purchaser's receipt of invoice, which shall be sent thirty (30) days following the Effective Date, and the anniversary of the Effective Date in the following years. The annual Agreement charge is $_____ for the first ___ years and escalated at ____% annually for every subsequent year thereafter. This rate does not include taxes.

TERMS AND CONDITIONS

1. **General Provisions:**

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

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

2. **Charges:**

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

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

3. **Limitations of Liability:**

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

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

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

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

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

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

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

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

4. **Miscellaneous Provisions:**

4.1 Safety and Security:

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

4.2 Dispute Resolution:

a. In the event of any dispute whatsoever between the parties, parties shall exhaust every reasonable effort to settle or dispose of the same, including a discussion of the matter between senior executives of each party.

b. Claims between Purchaser and Climatec LLC shall first be resolved using the procedures set forth at California Public Contract Code section 9204. "Claims" are defined, pursuant to California Public Contract Code section 9204, as a separate demand by Climatec LLC for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed by Purchaser.

c. Upon receiving a Claim sent by registered or certified mail, Purchaser must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement between the parties. The Claim is deemed rejected in its entirety if Purchaser does not issue a response. Any payment due on an undisputed portion of the Claim must be processed within sixty (60) days after Purchaser's response. If a claimant disputes Purchaser's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a Claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in California Public Contract Code section 9204. Undisputed and unpaid Claims accrue interest at seven percent (7%) per annum. A subcontractor or lower tier subcontractor may make a Claim to the Purchaser through Climatec LLC, as specified in California Public Contract Code section 9204. However, the procedures in this section shall not supersede the requirements of the Agreement with respect to Climatec LLC's notification to Purchaser of such Claim or extend the time for the giving of such notice as provided in the Agreement.

d. Any controversy or Claim arising out of or relative to the Agreement, or the breach thereof, not adjusted or disposed of by mutual agreement between the parties as described above, shall be first settled by mediation and then (in the absence of settlement after mediation), by arbitration under the American Arbitration Association Construction Arbitration Rules then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and arbitration decision shall be final and binding on the parties and on all parties subject to the following. Said arbitration proceedings shall be filed in the regional office of the American Arbitration Association nearest to Purchaser. All arbitrators shall be bound by the terms of the Agreement. The expenses of any arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence, and counsel.

e. Pending a final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this Agreement.

4.3 Indemnification:

To the extent it may lawfully do so, the parties hereby indemnify, defend (with counsel of its choosing), and holds harmless the other party and its affiliates, directors, representatives, agents, officers, employees and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from any third party actions from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of or connected with an act or omission of the indemnifying party, or an agent, invitee, guest, employee, or anyone in, on or about the Purchaser sites, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of express or implied warranty of product, defectiveness of product, or intentional infliction of harm, including any workers' compensation suits, liability, or expense, arising from or connected with services performed by, or on behalf of the, indemnifying party, by any person pursuant to this Agreement; nonpayment for labor, materials, appliances, teams, or power, performed on, or furnished or contributed to the Purchaser sites. Notwithstanding the above, neither party shall be required to defend, indemnify and hold harmless the other for its own negligent acts and omissions or willful misconduct. It is the intent of the parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each party shall bear the proportionate cost of any loss damage, expense or liability attributable to that party's negligence.

5. **Occupational Safety and Health:** The parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.

6. **Entire Agreement:** This Agreement, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

7. **Changes:** No change or modification of any of the terms and conditions stated herein shall be binding upon either party unless accepted by both parties in writing.

8. **Severability:** If one or more of the provisions of this Agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.

9. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original.

10. **Assignment:** Climatec LLC retains the right to assign its rights and obligations of this Agreement only with advance written consent of Purchaser.

11. **Acknowledgment:** Both Climatec LLC and the Purchaser acknowledge having read this Agreement, and all Attachments hereto, and have executed this Agreement on the date written above.

12. **Approval:** Each party represents that the person that has executed this Agreement on its' behalf is authorized to do so.

_____	**Climatec LLC**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

Attachment "A"
Guaranteed Savings Measurement & Verification

Guaranteed Savings Measurement & Verification

This document contains the energy savings measurement and verification plan ("M&V Plan") for the energy conservation measures ("ECMs") contained in the Installation Agreement. The following table summarizes the ECMs proposed.

TABLE 1.0

INSERT TABLE HERE

A specific M&V Plan is submitted for each energy conservation measure ("ECM") to provide a comprehensive overall plan for Purchaser. Each measure's M&V Plan provides:

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

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

SAVINGS GUARANTEE

Climatec LLC warrants that Purchaser shall realize total energy savings, total operational savings and utility rebates ("Guaranteed Project Savings") in excess of the total project cost, during the course of the useful life of the equipment (estimated to be _____ years). The "Guarantee Period" begins on the Effective Date and continues for a term not to exceed ___ years. Climatec LLC agrees to complete the M&V Report on an annual basis and deliver to the Purchaser within sixty (60) days of the anniversary date of the Effective Date and annually thereafter. Project savings that are verified during the course of construction will be applied to the first year guaranteed project savings.

Savings Summary Table

INSERT SAVINGS SUMMARY TABLE

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

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

If, after the opportunity to make corrections, the M&V Report, as amended, indicates that verified savings are less than the Guaranteed Project Savings required at that point of the guarantee, then Climatec LLC shall pay the Purchaser the shortfall amount. However, under no circumstances will the amount(s) paid for the total of the energy savings shortfalls exceed the Installation Agreement's contract amount.

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

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

MEASUREMENT AND VERIFICATION METHODS

M&V of energy savings is a methodology based on standard industry protocol intended to provide reasonable assurance that energy savings calculated are realized over the term of the Agreement.

The development of the M&V Plan is based on the IPMVP-2022 (International Performance Measurement and Verification Protocol) and the application of sound engineering and business guidelines to the overall need for verification of energy savings for each ECM. This plan contains methodology that shall cost effectively provide assurance of equipment savings through short term or spot measurements, engineering calculations and/or direct utility billing comparisons. The necessary components to a well-established M&V Plan are:

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

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

The IPMVP-2022 guideline provides the following options related to methodology for M&V:

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

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

Option B – Retrofit Isolation. Option B provides for measurement to provide data for assessing values or variables. Spot or short-term measurement, taken at the component and/or system level are taken when variations in factors can be accounted for or eliminated. Continuous measurement at the component and/or system level can also be used to account for the variations in factors over time.

- Baseline and savings calculations are provided through engineering calculations, component or system models. Cost is variable depending on the points measured, and the term of the measurement process used. Option B provides a better scenario for ECMs where a small number of factors can be accurately measured with a measurement plan.

Option C – Whole Building. Option C involves the use of utility meters or whole building sub-metering to assess the energy performance of the entire building. After an ECM is implemented the billing data is assessed in accordance with an approved plan to determine actual ECM savings.

- Baseline is established through utility data and engineering/regression analysis.
- Engineering calculations or modeling initially provides estimated ECM savings.
- Actual ECM savings are based on the utility or metered data. Savings must be adjusted for changes in building operation and variables assumed in the engineering calculations or modeling (such as weather, occupancy, etc.).
- Cost of this approach is variable based on the availability of utility data, sub-metered data, and overall savings guarantee. If the metered data is used for a savings guarantee, all variables related to building performance must be measured and adjusted, usually on an annual basis. Option C usually requires a substantial amount of time and effort to establish the baseline, provide adjustments and track the savings.

Option D – Calibrated computer simulation. Option D uses computer-modeling techniques to provide an engineering model of component and/or system performance. The inputs to the computer simulation may be made by engineering estimates, short or long term measurements, and utility or other metered data. Once the model is properly calibrated it is used for the establishment of the baseline and savings by changing appropriate inputs.

- Baseline is established through a calibration process for the computer modeling. Appropriate measurements and inputs are reflected against regression analysis for the metered data.
- Once the model is calibrated and the baseline established inputs are varied for the proposed ECM to establish savings.
- Actual ECM savings are stipulated based on the computer model. There may be follow up calibration of the model with the ECM in place to affirm the overall building simulation model.
- Cost of this method varies based on the complexity and accuracy of model desired, availability of data and overall measurement required.

SELECTED MEASUREMENT AND VERIFICATION OPTIONS

For the ECM's covered under this M&V Plan, the Table of Selected M&V Options (Table 1.1) summarizes the proposed **IPMVP Options selected**:

TABLE 1.1

INSERT TABLE HERE

S* - Stipulated

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

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

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

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

SPECIFIC MEASUREMENT AND VERIFICATION PLAN
"OPTION A"
FOR LIGHTING SYSTEM UPGRADES

Introduction

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

M&V Protocol

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

Light Levels

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

Documentation

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

Stipulated Values

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

Savings Calculations

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

kWh and/or kW Savings

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

{[(Existing watts/fixture) x (existing quantity) x (existing hours of operation)] –

[(proposed watts/fixture) x (proposed quantity) x (proposed hours of operation)} / 1000 = kWh savings

Dollar Savings

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

(kWh saved) x (average kWh rate) = $ kWh saved

($ kWh saved) = the total dollars saved

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new lighting system installations, extended warranties, and/or service agreements provided by Climatec LLC. The operational savings are stipulated and met upon the completed installation of the Installation Agreement.

Adjustments

For this ECM the following adjustments are allowed for purposes of M&V:

- Light level requirements may be modified as detailed in this plan.

- Changes in actual construction including number and/or type of fixtures. All changes shall be clearly documented and provided to the Purchaser's representative.
- Utility rates, billing days or degree-days.

Commissioning

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

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

SPECIFIC MEASUREMENT AND VERIFICATION PLAN
"OPTION A"
FOR HVAC SYSTEMS INSTALLATION

Introduction

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

M&V Protocol

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

Stipulated Values

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

Calculations

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

Electric (kWh) Savings

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

((Size of Existing HVAC Unit) x (Unit Efficiency) x (Stipulated Load Factor) - (Size of New Cooling Unit) x (Unit Efficiency) x (Stipulated Load Factor)) x (Annual Operating Hours) = kWh Savings

Dollar Savings

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

(kWh saved) x (average kWh rate) = $ kWh saved

($ kWh saved) = Total dollars saved

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by Climatec LLC. The operational savings are stipulated and met upon the completed installation of the Installation Agreement.

Pre-Retrofit Measurements

None required for this ECM.

Post-Retrofit Measurements

None required for this ECM.

Adjustments

None required for this ECM.

Commissioning

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

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

SPECIFIC MEASUREMENT AND VERIFICATION PLAN
"OPTION A"
FOR HVAC CONTROLS UPGRADE

Introduction

This M&V Plan is specific to the Energy Management System ("EMS") upgrades at the sites listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

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

Stipulated Values

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

Calculations

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

Electric (kWh) Savings

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

(Size of HVAC unit) x (Unit efficiency) x (Stipulated load factor) x (Existing annual operating hours – Proposed annual operating hours) = kWh savings

Natural Gas (Therms) Savings

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

(Size of Heating unit) x (Unit efficiency) x (Stipulated load factor) x (Existing annual operating hours – Proposed annual operating hours) = Therm savings

Dollar Savings

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

(kWh saved) x (average kWh rate) = $ kWh saved

(Therms saved) x (average Therm rate) = $ Therms saved

($ kWh saved) + ($ Therms saved) = Total dollars saved

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by Climatec LLC. The operational savings are stipulated and met upon the completed installation of the Installation Agreement.

Pre-Retrofit Measurements

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

Post-Retrofit Measurements

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

Adjustments

For this ECM the following adjustments are allowed for purposes of M&V:

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

Commissioning

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

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

SPECIFIC MEASUREMENT AND VERIFICATION PLAN
"OPTION A"
FOR SOLAR PHOTOVOLTAIC INSTALLATION

Introduction

This M&V Plan is specific to the solar photovoltaic ("PV") installations at the sites listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

For this ECM, IPMVP Protocol – Option A shall be utilized. This option shall provide for the measurement of at least one variable pre- and post-retrofit with other variables allowed for stipulation. For this installation, the kilowatt-hour (kWh) production from the solar PV systems shall be measured and recorded.

Stipulated Values

The solar panel degradation factor (0.25%), and utility escalation rate (5%/year) are stipulated for the purposes of M&V. Stipulated values are agreed to by Purchaser.

Calculations

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

Electricity Production

Electricity production of the PV system is determined by recording the kilowatt-hours (kWh) off the net electric meter/Data Acquisition System (DAS) and recording the results.

Dollar Savings

After recording the kWh generated from the PV system, the specific facility's average cost per kWh shall be used to determine dollar savings.

(Annual kWh production) x (Average $/kWh) = Annual $ kWh Saved

(Annual $ kWh Saved) = Total Dollars Saved

Maintenance of System

Calculation of energy cost savings from the solar PV systems are contingent upon the Purchaser maintaining an active operations and maintenance (O&M) contract for the term of the solar lease agreement.

Pre-Retrofit Measurements

Existing utility electrical energy (kWh) consumption as shown in Attachment B – Baseline Summary.

Post-Retrofit Measurements

Electrical energy (kWh) produced from the solar PV systems recorded from the net electrical meter/DAS.

Adjustments

For this ECM the following adjustments are allowed for purposes of M&V:

- Addition or subtraction to the square footage of facilities.
- Utility rates, billing days or degree-days.
- Addition or subtraction of electrical load at the facilities.
- Any structural failure in a building supporting the PV system.
- Unexpected weather conditions falling outside of the normal weather for the location.
- Legislative, administrative or executive action, regulation, order or requisition of any federal, state or local government, local utility or public utilities commission.

- There is an event of Force Majeure or changes in the conditions at or near any of the sites, which causes additional shading, soiling, or otherwise reduced performance of the solar PV systems.

Commissioning

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

- Commissioning of the new solar PV system shall include securing the Utility Interconnect Agreement with _____, proper alignment of the solar panels and functional testing.

Attachment "B"
Utility Baseline Summary

Energy Baseline

Attachment "C"
Standards of Operation for HVAC & Lighting

STANDARDS OF OPERATION

The hours of operation for the Purchaser's HVAC and lighting systems, located on the following pages, were used to calculate the energy savings for this Agreement and will be used in all M&V calculations.

HVAC Standards of Operation

INSERT TABLE HERE

Lighting Standards of Operation

Insert Table Here

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