Agenda Item No. D-5

DATE SUBMITTED	10/29/25	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	PUBLIC SERVICES	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	11/5/25	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Accept Proposal from Climatec Energy Services for Infrastructure Modernization & Utility Savings Program (Request for Proposal (RFP) 2025-10

BACKGROUND/SUMMARY:

On July 7, 2025, a Request for Proposals (RFP) was issued and publicly advertised for the Infrastructure Modernization and Utility Savings Program.

The city is experiencing significant rising cost pressures from utilities as IID has increased rates by 69% over the last five years, with further double-digit increases expected in the coming years. To combat these cost escalations, the City issued an RFP in July 2025 for the design and implementation of comprehensive infrastructure modernizations and utility savings measures throughout all City-owned facilities.

The city received one proposal. Staff recommends awarding RFP No. 2025-10, Infrastructure Modernization & Utility Savings Program, to Climatec as the successful respondent and entering into an Energy Services Agreement to commence program development.

See attached documents for additional information.

FISCAL IMPACT: None at this time. See attached document for details	FINANCE INITIALS VMS
STAFF RECOMMENDATION: Approval to proceed	DEPT. INITIALS
MANAGER'S RECOMMENDATION: Approve	CITY MANAGER's INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

CITY OF IMPERIAL

INFRASTRUCTURE MODERNIZATION & UTILITY SAVINGS PROGRAM

AGREEMENT

This Energy Infrastructure Modernization Program Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF IMPERIAL
420 S Imperial Avenue
Imperial, CA 92251
Attn: David Dale, PE
(760) 355-4371
("CITY")

And: CLIMATEC, LLC
13715 Stowe Drive
Poway, CA 92064
Attn: Ashley Lough
(602) 400-2859
("CLIMATEC" or "ESCO")

CITY and ESCO each may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, CITY Council and Staff agree it is in the City's best interest to engage an experienced and qualified energy services company for the development and implementation plan of a Citywide Infrastructure Modernization & Utility Savings Program ("Program") consistent with the provisions of California Government Code sections 4217.10 – 4217.18 that will provide sustained cost savings and operational efficiency at project site locations.

WHEREAS, CITY advertised a formal competitive selection process through Request for Proposals (RFP) No. 2025-10 and selected CLIMATEC to conduct all phases of the Program including citywide site assessments, program development and implementation;

WHEREAS, ESCO will complete a comprehensive preliminary assessment ("PA") for energy, gas, and water infrastructure at CITY facilities identified in Attachment "A," which is attached to this Agreement and incorporated herein by this reference, at no cost obligation to CITY in order to develop preliminary scope of work and funding plan options that meet CITY's Program objectives; and

WHEREAS, ESCO will complete a detailed assessment ("DA") at no cost obligation to CITY in order to finalize the desired scope of work and funding plan, provided Staff and Council confirm the

Program to be implemented by ESCO and set a target action date for Council approval; and

WHEREAS, subject to separate Council approval, Agreement will be amended for ESCO to implement the agreed upon scope of work as the design/build general contractor, and implementation may be phased according to funding availability and CITY priorities; and

WHEREAS, funding plan options will be based on funding plans used by other California cities for similar projects, ESCO neither provides financial advice nor functions as a Municipal Financial Advisor, and CITY's Finance Department, Municipal Financial Advisor and/or City leadership shall be responsible for reviewing the options to provide recommendations to Staff and Council; and

WHEREAS, Parties intend to meet procurement requirements for eligible local, state and federal funding sources under the formal procurement process conducted for RFP No. 2025-10 or California Government Code sections 4217.10 – 4217.18;

WHEREAS, ESCO does not engage in or advise on public contracting on CITY's behalf, and both RFP No. 2025-10 and this Agreement affirm CITY's intent to work with ESCO for all Program phases; ESCO will be disqualified from future bids or RFPs for projects developed under this Agreement if CITY elects not to award ESCO as the design/build general contractor for Program implementation; and

WHEREAS, ESCO is considered competent to perform the Program services for CITY; and

WHEREAS, CITY and ESCO desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. DESCRIPTION OF SERVICES. ESCO shall furnish all the Services described in Attachment "A" and "B" ("Services") within the Program term.

2. TERM. The term of this Agreement shall be from the Effective Date of the Agreement through **December 31, 2029.** The term may be modified by mutual agreement of the Parties.

3. COMPENSATION. CITY shall pay, and ESCO shall accept in full, an amount not to exceed the sum **of $0 for the scope of services outlined in Attachment A – Section C for Program development.** Subject to separate Council approval, compensation will be amended to include a not-to-exceed turnkey price for ESCO to implement the agreed upon scope as design/build general contractor as outlined in Attachment B. The turnkey implementation price will include ESCO's 5% profit fee and recouped program development costs. ESCO shall be compensated only for performance of the Services described in the Agreement. No compensation shall be provided for any other work or services without CITY's prior written consent.

4. PERFORMANCE. ESCO shall faithfully perform the Services in a proficient manner and in accord with the terms of this Agreement. ESCO shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by ESCO pursuant to this Agreement, except that ESCO shall not be responsible for the accuracy of information supplied by CITY.

5. TERMINATION. The Parties may mutually terminate this Agreement through a writing signed by

both Parties. CITY may terminate this Agreement for any reason upon providing ESCO with 10 days advance written notice. ESCO agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If CITY terminates this Agreement due to no fault or failure of performance by ESCO, then ESCO shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall ESCO be entitled to receive more than the amount that would be paid to ESCO for the full performance of the Services.

6. CITY PROPERTY. All original documents, drawings, electronic media, and other materials prepared by ESCO pursuant to this Agreement immediately become the exclusive property of CITY and shall not be used by ESCO for any other purpose without CITY's prior written consent.

7. IMPLMENTATION SCOPE OF WORK. The Scope of Work to be implemented shall be populated in Attachment B after the completion of the Detailed Assessment. Contractor shall keep the Site(s) in a reasonably clean condition. The City shall always have access to the Work. Contractor will maintain safety in the performance of the Work and shall erect and maintain, as required by conditions and progress of Work, all necessary safeguards including necessary permits, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work.

   This Agreement is based upon the use of straight time labor only unless stated otherwise in this Agreement. Contractor agrees to keep the job site clean of debris arising out of its own operations. Except as provided herein, City shall not back charge Contractor for any cost or expenses without Contractors written consent. Unless specifically noted in the scope of work or services undertaken by Contractor under this Agreement, Contractor'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. However, if any hazardous materials are found, the City has the option to have a 3rd party remediate the hazardous materials or under a separate agreement the Contractor provide remediation at the job site(s). Any language or provision of the Agreement elsewhere contained which may authorize or empower the City to change, modify or alter the scope of work or services to be performed by Contractor shall not operate to compel Contractor to perform any work relating to hazards without Contractor's express written consent

8. SOLAR INSTALLATION. The Work excludes correction of any existing or previous violations of laws, codes or utility requirements and errors and omissions of the City or other contractors not communicated to Contractor. City will provide all discretionary permits (permits requiring the discretion of the issuer) required in time to execute the Work within the agreed upon schedule. Contractor will provide all non-discretionary, ministerial (permits not requiring thought and discretion of the issuer) permits required for the provision of the solar installation. City 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). Attachment "B" will include commercially reasonable efforts to promptly obtain the PTO (Permission to Operate) from City's utility. The monitoring equipment provider will provide monitoring hosting services for the first five years of operation. City 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 City 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 City side of the main service meter to enable proper interconnection of the solar system to the grid.

Design – Subject to Council approving Program Implementation, Contractor will complete final elements of design and engineering such as land surveys, geotechnical studies and preparation of design documents and drawings required to prepare submittal packages, obtain permits and procure equipment. Contractor shall prepare the design submittals (prepared by qualified individuals). The submittal shall be submitted to City for approval. City shall provide approvals within fifteen business days from receipt. The Contractor shall not proceed with work until approval is granted by the City.

Unforeseen Site Conditions – Within 10 business days of discovery, Contractor will notify City in writing of (a) subsurface or latent physical conditions at the site differing materially from those described in any contract or City documentation that will affect the price of delivery of the Work. Should such conditions arise, the City will have several options to consider, including identifying an alternative location for the affected scope (e.g. moving Solar PV array) or removing the scope.

9. INVOICING & PAYMENTS. Contractor may invoice the City for any equipment and/or materials installed at a job site. City shall have no obligation to pay for equipment or supplies unless and until unconditional releases from all suppliers of the same have been provided to the City. Except for amounts in dispute, the City agrees to pay Contractor amounts invoiced upon receipt of invoice for completion of Work. Except for amounts in dispute, City shall retain 5% from all payments as retention in accordance with Public Contract Code Section 7107. Final Payment, including retention withheld, will be due in accordance with Public Contract Code 7107, or as otherwise provided by law. If Contractor's undisputed invoice is not paid within 30 days of its receipt, it is delinquent and Contractor may add one percent (1%) per month interest onto delinquent amounts.

10. SUBCONTRACTORS. Contractor shall submit to the City in writing a list of any subcontractors engaged by the Contractor for any Work for the City's prior written approval, not to be unreasonably withheld. Contractor agrees to bind every subcontractor by the terms of this Contract, including, without limitation, indemnification, insurance, business license and warranty requirements. Contractor shall be fully responsible to City for the Work of its subcontractors and persons directly or indirectly employed by them. The Contract shall not create any contractual relationship between any subcontractor and City.

    Contractor and all subcontractors performing the work shall not employ any person who is unfit or unskilled in assigned Work. Contractor and/or subcontractor shall dismiss any person whom City deems incompetent or unfit

11. 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 unavailable, the Contractor shall immediately notify the City in writing of the unavailability and the time for performance of the Work shall be extended to the extent thereof with the City's written consent. In the case of permanent unavailability, Contractor shall immediately notify the City in writing of the unavailability and shall only be excused from furnishing said materials with the City's written consent.

12. COMPLETION. The Work shall be considered completed upon written approval by the City, provided that the City's approval shall not be unreasonably withheld. The nature of the Work consists of multiple projects and/or sites, as eventually to be populated as Attachment B. Once work on a project or a site is deemed by the Contractor to be substantially complete (that is available for beneficial use by the City with the scope of work for that site or project functioning as required) and concurrence is provided by the City, except for minor items (a punch list), Contractor will provide a written Notice of Substantial Completion for that site or project to the City. Final Completion, as previously noted, will occur once the entire scope of work is complete for all sites and projects.

13. CORRECTION OF ERRORS. Contractor shall perform, at its own cost, without reimbursement from the City, any work necessary to correct errors or omissions caused by Contractor's failure to comply with the standard of care required herein.

14. WARRANTY. Contractor 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 year from the date of beneficial uses. Within the warranty period, if City provides written notice to Contractor of any such defects within 30 days after the appearance or discovery of such defect, Contractor shall, at its option, repair or replace the defective equipment and return said equipment to City. 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 transferable manufacturer warranties associated with the equipment will be transferred to the City. 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

15. 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.

16. 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 City's or state funding, with the exception of lighting rebates, are 100% the property of the City or their designee. Lighting rebates are 100% the property of Contractor and are used to reduce the project cost to the City. The paperwork, inspections and verification required to collect these monies (except for lighting rebates) are the sole responsibility of the City.

17. DELAYS. Contractor shall not be liable for any delay in the performance of the Work resulting from or attributed to acts of circumstance beyond Contractor's control, including acts of God, riots, labor disputes, conditions of the premises, or acts or omissions of the City. If City delays project for greater than 60 calendar days, Contractor can recover any cost inflation on un-billed materials that were either stored or yet to be purchased.

18. DISPUTES. The Dispute Resolution Provisions require that each Claim be in writing, served on the other party, describing specific details of the dispute relating to changes in Work or claim for additional compensation, within seven calendar days of the occurrence of the condition. This notice must be provided via certified mail. For a reasonable period commencing on the day written notice of dispute was provided, but not to exceed 30 calendar days, the parties shall in good faith attempt to resolve the dispute. If the parties are unable to resolve the Dispute during this period, the parties shall proceed as required by Public Contract Code Sections 9204 and 20104, et seq. Effective January 1, 1991, Section 20104 et seq., of the Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the

Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to require that the parties hereto shall proceed to resolve any disputes in accordance with the procedures set forth in Sections 9204 and 20104.

19. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code section 900, et seq., prior to filing any lawsuit against the Purchaser

20. CHANGE ORDER (Mid-Performance Amendments). Contractor and the City recognize that:

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

23. 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.

24. PAYMENT & PERFORMANCE BONDS: Contractor shall not commence Work until it has provided to City, in the form provided by the City, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100% of the Contract Price issued by an admitted surety as defined in Code of Civil Procedure § 995.120.

25. OCCUPANCY: City may occupy buildings before Contract completion and occupancy shall not constitute acceptance of any Work, nor shall occupancy extend the Contract completion date.

26. INSURANCE REQUIREMENTS.

    a. ESCO shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by ESCO, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

        (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate.

        (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if ESCO has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by CITY and approved in writing by CITY's Risk and Safety Division.

        (3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

        (4) *Professional Liability (Errors and Omissions)*. Professional Liability (Errors and Omissions) appropriate to ESCO's profession, with limits no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.

b. Each insurance policy required by this Agreement must be acceptable to CITY Attorney and shall meet the following requirements:

(1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by CITY.

(2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) *Primary Coverage.* ESCO's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, officers, agents, employees, or volunteers shall be in excess of ESCO's insurance and shall not contribute with it.

(4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to CITY.

(5) *Subcontractors.* If applicable, ESCO shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and ESCO shall ensure that CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) *Waiver of Subrogation.* ESCO hereby grants to CITY a waiver of any right to subrogation that any insurer of ESCO may acquire against CITY by virtue of the payment of any loss under such insurance. ESCO agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of CITY for all work performed by the ESCO, its agents, representatives, employees, and subcontractors.

(7) *Self-Insurance.* ESCO may, with CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self- insurance. ESCO shall only be permitted to utilize such self-insurance if, in the opinion of CITY, ESCO's (i) net worth and (ii) reserves for payment of claims of liability against ESCO are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. ESCO's utilization of self- insurance shall not in any way limit the liabilities assumed by ESCO pursuant to this Agreement.

(8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by CITY.

c. *Verification of Coverage.* At the time ESCO executes this Agreement, ESCO shall provide CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement.

d. *No Limitation of Obligations*. The insurance requirements in this Agreement, including the types and limits of insurance coverage ESCO must maintain, and any approval of such insurance by CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by ESCO pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.

e. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that ESCO fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies CITY may have, CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order ESCO to stop work under this Agreement and/or withhold any payment that becomes due to ESCO until ESCO demonstrates compliance with the insurance requirements in this Agreement.

27. INDEMNIFICATION, DUTY TO DEFEND, AND HOLD HARMLESS.

a. Except for consequential, special, or indirect damages or claims, ESCO (including ESCO's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including reasonable attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with ESCO's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of ESCO. Further, in no event shall the cost to defend charged to the ESCO exceed the ESCO's proportionate percentage of fault.

b. ESCO (including ESCO's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims (except for consequential, special, or indirect damages or claims) caused by, arising under, or resulting from any violation, or claim of violation, that CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

28. ANTI-ASSIGNMENT CLAUSE. Because the CITY has relied on the particular skills of ESCO in entering into this Agreement, ESCO shall not assign, delegate, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY 's consent shall be void and ineffective. Unless ESCO assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, ESCO shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

29. ATTORNEY'S FEES AND COSTS. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

30. INDEPENDENT CONTRACTOR. ESCO is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

31. AMENDMENT. This Agreement shall not be amended except in a writing signed by the CITY and ESCO.

32. MERGER CLAUSE. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and ESCO concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

33. ANTI-WAIVER CLAUSE. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

34. SEVERABILITY. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

35. GOVERNING LAW. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of Alameda County, California.

36. COUNTERPARTS. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

37. PROVISIONS CUMULATIVE. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

38. NOTICE. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and ESCO shall promptly provide the other Party with notice of any changes to such contact information.

39. BUSINESS LICENSE. ESCO shall obtain a City of Imperial Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

40. COMPLIANCE WITH LAWS, PERMITS, AND LICENSES. ESCO shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. ESCO shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of ESCO to comply with this section.

41. PREVAILING WAGES. If applicable, pursuant to California Labor Code section 1770 et seq., ESCO agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. ESCO shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available

online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of ESCO to comply with this section.

42. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. ESCO shall post all job site notices required by regulation. ESCO, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of ESCO to comply with this section.

43. IMMIGRATION REFORM AND CONTROL ACT OF 1986. ESCO shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). ESCO represents and warrants that all of its employees and the employees of any subcontractor retained by ESCO who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. ESCO affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. ESCO agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

40. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF IMPERIAL

Date: _____

_____
NAME, TITLE

CLIMATEC, LLC

Date: _____

_____
Signature

_____
Name & Title (please print)

APPROVED AS TO FORM:
BY: _____

THE CITY OF IMPERIAL DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A"
PROGRAM OVERVIEW &
SCOPE OF WORK FOR PROGRAM DEVELOPMENT

A. General Program Overview & Approach

CITY of Imperial ("CITY") conducted a formal competitive selection process through RFP No. 2025-10 and selected CLIMATEC to perform all phases of a Citywide Infrastructure Modernization & Utility Savings Program ("Program") including site assessment, program development, and implementation.

ESCO will provide preliminary assessment (PA) services listed in Section C to conduct engineering site assessments, develop preliminary scope of work and funding plan options, and engage CITY stakeholders to assess which projects are feasible and desirable. The CITY's Finance Department or Municipal Financial Advisor will review the potential funding sources and financial analysis to make recommendations to Staff and Council.

After Staff and Council confirm the desired Program to be implemented by ESCO, and set a target action date for Council approval, ESCO will complete detailed assessment (DA) listed in Section C. The purpose of the DA is to finalize Program pricing, savings, detailed scope of work and technical specifications, all in close collaboration with Staff. At this stage, ESCO will provide backup analysis, breakouts, and other data required for Staff's due diligence. Detailed financial analysis will also be provided for CITY's Finance and leadership team to solidify the funding plan.

Provided the final DA deliverables meet CITY needs and expectations, Council shall consider approval of an Agreement amendment for ESCO to implement the agreed upon scope as the design/build general contractor. Detailed scope of work descriptions, inventories, specifications, cut sheets, and technical data will be included in Agreement attachments.

Upon approval of Program implementation, Parties will hold a kick-off meeting with applicable departments to coordinate mobilization efforts and establish an effective construction management framework. ESCO will complete final elements of design and engineering such as land surveys, geotechnical studies, and preparation of design documents and drawings required to prepare submittal packages, obtain permits and procure equipment.

Following Program implementation, ESCO will provide a comprehensive set of system data sheets, as-built plans, and closeout manuals, in addition to staff training. Measurement & Verification (M&V) services to monitor utility savings and performance of installed renewable energy systems may be pursued under a separate service agreement, if desired by CITY.

B. Locations

ESCO will provide services at the following CITY locations:

City to provide list of facilities to be included in the assessments

C. Services

This section outlines ESCO's sequential scope of services and deliverables for the Program development, including *Preliminary Assessment (PA)* and *Detailed Assessment (DA)*

Upon successful completion of the *PA* and *DA*, and subject to separate approval by Council, a detailed scope of work will be added to the Attachment "B": Implementation section for ESCO to implement the Program as the design/build general contractor

Preliminary Assessment (PA)

ESCO will complete the *PA* in two stages: 1) Site Assessment includes Citywide engineering site assessments to evaluate energy, gas, and water infrastructure needs, identifying potential efficiency and renewable measures, and establishing CITY priorities; and 2) Preliminary Development includes development of preliminary scope of work and funding plan options in accordance with the CITY's infrastructure and budgetary needs. ESCO will engage CITY stakeholders to prioritize which projects are most feasible and desirable. *PA* services and deliverables shall include (in sequence) but may not be limited to:

Site Assessments

1. Convene a kickoff meeting with key CITY stakeholders to validate Program understanding, expectations, requirements and timelines
2. Establish weekly or bi-weekly meeting cadence between Parties for duration of Program
3. Gather and review relevant background material including utility usage and rate data, standards of operations, facility operation schedules, existing infrastructure, GIS maps, existing surveys, assessor maps, utility maps, historic plans and documents, municipal vehicle lists, as-built drawings, and other data as may be required
4. Complete a baseline analysis of CITY's utility, maintenance, repair and other operating expenditures using data from utility releases, online portals and Staff
5. Evaluate electric vehicle (EV) charging infrastructure needs for municipal fleet and public use
6. Conduct engineering site assessments at CITY locations listed in Section B to evaluate infrastructure needs in the following areas, where applicable:
    a. Water & wastewater treatment facility solutions
    b. Solar, battery storage, and other renewable technologies
    c. Smart irrigation control systems
    d. Water conservation measures
    e. Heating, Ventilation & Air Conditioning (HVAC) systems
    f. Interior & exterior lighting and controls, street lighting
    g. Electronic Vehicle (EV) charging
    h. Sports field lighting and other park improvements
    i. Building Automation System (BAS) installation, upgrade, or expansion
    j. Building envelope upgrades, including roofing and windows
    k. Microgrid technologies
    l. Other related infrastructure improvements
    m. Other training, remote monitoring services, and ongoing support services that will ensure the objectives of the program are met over the term of the agreement

7. Hold post-site walk meeting(s) with Staff to summarize site assessment findings and clarify priorities
8. Create inventory spreadsheets, field notes, a picture database cataloging relevant infrastructure data such as age, size, manufacturer, model/serial numbers, condition, efficiency ratings, operating procedures and maintenance needs
9. Create a needs matrix showing Citywide infrastructure needs for efficiency, renewables, and other improvements, gain input from key stakeholders to validate priorities and establish hierarchy of needs
10. Prepare a set of unmarked aerial maps or pictures for sites eligible to receive renewable energy measures and obtain mock-ups of desired locations from key stakeholders
11. Obtain funding plan parameters from Finance and CITY leaders including desired funding options to be explored from state, federal, local, and private sector programs as well as budgeting solutions for City capital or operating funds
12. Prepare an outreach and participation plan to incorporate community feedback into the PA development and conduct outreach to the Imperial community

Preliminary Development

1. Propose infrastructure modernizations and efficiency improvements including optimization, adjustment, retro-commissioning, retrofit, upgrade, redesign, installation, replacement and/or further evaluation for energy, gas and water infrastructure needs
2. Evaluate the City's Climate Action Plan (CAP) and recommend strategies to accomplish its objectives
3. Propose solutions citywide for EV charging infrastructure needs
4. Propose projects that minimize financial and technical risks to CITY
5. Develop a preliminary scope of work matrix showing proposed measures at applicable CITY locations, phased implementation options, and proposed layouts for renewables
6. Provide a not-to-exceed turnkey price, lifecycle savings, and funding source options based on preliminary engineering estimates; prepare sample funding scenarios as examples for use by CITY leadership, Finance Department and/or Municipal Advisor to select a recommended funding plan for Staff and Council consideration
7. Based upon PA findings and Staff input, prepare PA report for the Program draft concept, including: utility baseline summary, general overview of existing conditions by scope category, scope of work matrix, bulleted scope summary, aerial layouts, financial highlights, sample funding plan options, PowerPoint presentation, timeline estimates, memos and staff reports
8. Attend and present the Program PA report to applicable stakeholder groups, Public Boards, Planning Commission, and/or CITY Council to gain input on preliminary Program
9. Confirm desired Program to be implemented by ESCO and set target action date for Council approval based on validated input from Staff and Council

Detailed Assessment (DA)

After review of the PA, Staff and Council shall provide direction on the scope of work and funding options it desires to pursue for implementation and set a target date for Council action. In good faith, ESCO will complete the DA at its own risk, without financial obligation of CITY, to finalize the Program for anticipated implementation.

During the DA, ESCO will conduct in-depth engineering site assessments to finalize the desired Program including detailed scope of work, technical specifications, not-to-exceed price, and savings estimates. ESCO will prepare backup analysis, breakouts, and other data as needed for Staff to analyze the final Program details, as well as detailed financial proforma for Finance and City leadership to solidify the funding plan. To support Staff's final due diligence process, ESCO will provide extensive resources to ensure scope details, technical specifications, financial analysis, Agreement terms and timelines serve CITY's best interest. DA services and deliverables shall include (in sequence) but may not be limited to:

1. Conduct in-depth engineering site assessments to finalize Program scope, including review of existing conditions including electrical and structural requirements, validating inventories, specifying equipment, and detailing the scope of work to be performed
2. Communicate and coordinate with various local, state, and federal permitting authorities necessary to evaluate regulatory issues and Program constraints
3. Finalize strategies and system sizing for renewable energy technologies including electric vehicle charging infrastructure, solar PV, energy storage and backup power solutions
4. Update the scope of work matrix with proposed final scope and prepare summary of modifications that occurred between PA and DA for Staff review
5. Perform detailed financial engineering to finalize Program scope and funding plan including final not to exceed turnkey price, detailed savings and other analysis as needed
6. Work with CITY's Finance team to finalize and secure desired funding options
7. Prepare Program implementation plan, including specific tasks, who performs those tasks, and an estimated timeline for Program completion
8. Subject to Staff approval of the final Program, prepare Agreement amendment to include the detailed scope of work for Program implementation and work with City Attorney for final review
9. Provide final Program by revising previously provided PA report to reflect the final DA scope of work and funding plan
10. Present DA report to appropriate stakeholder groups and Council
11. Assist Staff with preparation of agenda items and Government Code Section 4217 requirements to seek Council approval for Program implementation

ATTACHMENT "B"
SCOPE OF WORK FOR IMPLEMENTATION

Implementation

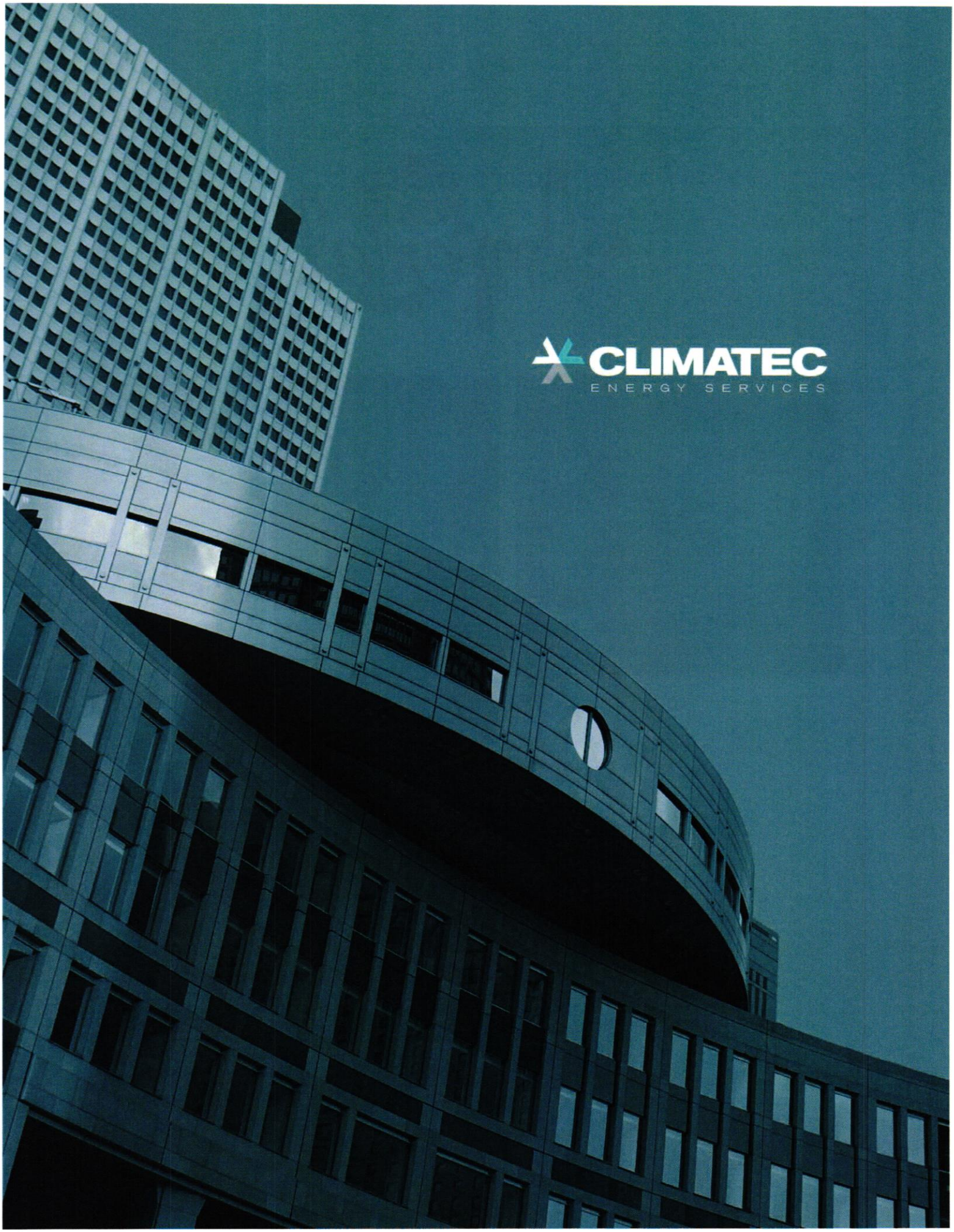
Implementation as the design/build general contractor.

After CITY approves the DA deliverables, it is the intent of the CITY to work with CLIMATEC as the design/build general contractor for Program implementation. Subject to Council's separate approval, this section shall be amended to include the detailed scope of work including a description of measures to be installed at each location and technical appendices.

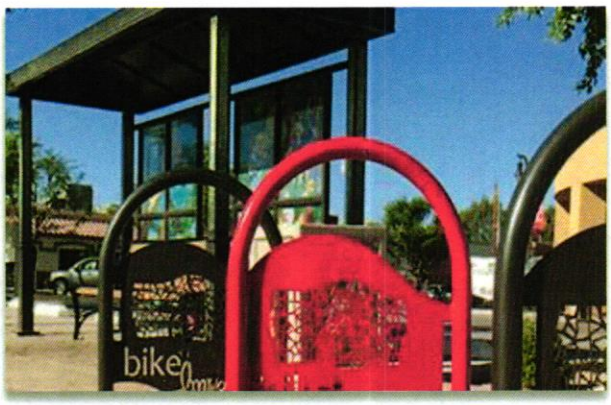
ESCO's implementation scope will include final design, engineering, permits, fees, approvals, project management, installation, startup, training, checkout, warranty, and insurance for the agreed upon scope of work. Upon authorization for Program implementation, Parties will hold a kick-off meeting with applicable departments to coordinate mobilization efforts and establish an effective construction management framework.

Assuming the Agreement amendment is executed, and funding is secured, ESCO will complete final elements of design and engineering such as land surveys, geotechnical studies, and preparation of design documents and drawings required to prepare submittal packages, obtain permits and procure equipment. Prior to initiating construction, ESCO will provide submittals and engineered drawings (where required) for CITY's technical review and written approval. All construction and associated cleanup will be performed and scheduled to minimize disruptions for CITY operations.

A detailed project implementation plan and comprehensive construction schedule will be provided after completing submittal review and equipment procurement.


CLIMATEC
ENERGY SERVICES

City of Imperial
California



INFRASTRUCTURE MODERNIZATION & UTILITY SAVINGS PROGRAM

REQUEST FOR PROPOSAL (RFP) 2025-10

City of Imperial | Attn: David Dale, PE

Submitted & Due: August 6, 2025 | 2 pm

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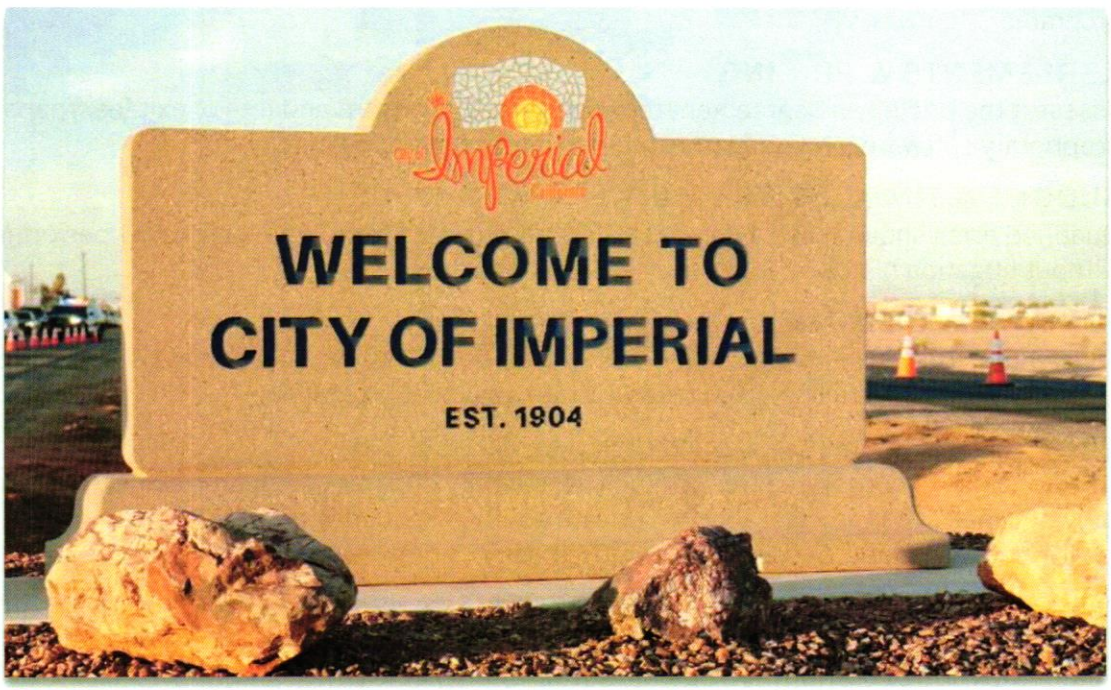


August 6, 2025

David Dale, PE
City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251

CLIMATEC
A Bosch Company

Dear Mr. Dale,

Thank you for the opportunity to partner with the City of Imperial 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 City will follow in selecting a qualified partner.

With the right energy services partner, the project ahead will provide measurable relief by helping the City overcome the effects of deferred maintenance and take full advantage of today's funding and rebate opportunities. To ensure Imperial meets its objectives, we encourage the selection committee to consider key distinctions that define top-tier performers in the municipal 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 modernization and utility savings 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 RFP NO. 2025-10 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 infrastructure modernization and utility savings program that supports Imperial's fiscal goals, addresses facility needs, and maximizes external funding. 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 $1.25B
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 municipal references.

With over $1.25 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 IID, CEC, CPUC, CARB, DGS, DIR, ICAPCD 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.**

KEY DIFFERENTIATING FACTORS & AREAS OF EXPERTISE

THE CLIMATEC DIFFERENCE

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

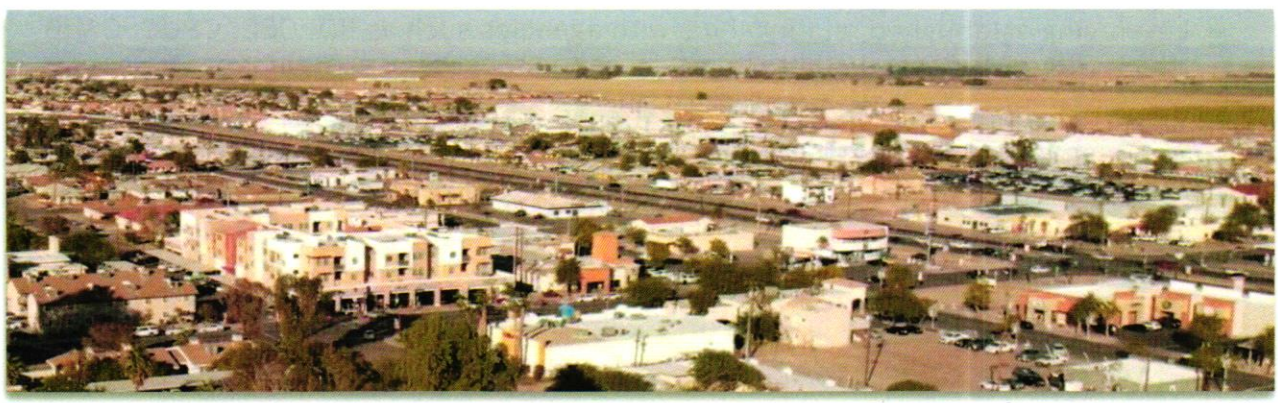
REFERENCES

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 modernization and utility savings programs for hundreds of public entities across California, particularly in and around Imperial 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 public 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.



Imperial Valley & IID Expertise Track Record

Climatec has provided comprehensive infrastructure modernization and utility savings programs to hundreds of public entities across the State of California, specifically in Imperial County and other local communities. Some of these customers include:

- Alvord USD
- Apple Valley USD
- Brawley Union HSD
- Calexico USD
- Calipatria USD
- Centralia ESD
- City of Blythe
- City of Escondido
- City of Fountain Valley
- City of Indio
- City of Jurupa Valley
- City of Laguna Beach
- City of Seal Beach
- City of Twentynine Palms
- Coachella Valley USD
- Corona-Norco USD
- Eastside Union SD
- Escondido Union HSD
- Heber ESD
- Hesperia USD
- Holtville USD
- Keppel USD
- Lakeside Union SD
- McCabe Union ESD
- Meadows Union SD
- Needles USD
- Palm Springs USD
- Palo Verde USD
- Ramona USD
- Saddleback Valley USD
- Seeley Union SD
- Val Verde USD
- Victor Valley UHSD

Having local Imperial Valley experience and a strong reference base is incredibly important for the evaluation team to consider when selecting an energy services partner. For instance, Imperial Irrigation District (IID) is unlike any other utility provider in the State and the rates structures are unique to all California utilities. Climatec has a tremendous amount of experience in working with IID and its representatives to obtain rebates/incentives and follow local protocols when upgrading electrical and water infrastructure. Our relationship with IID can serve as an asset and value added service as the City looks towards solutions to increase local electrical capacity and attract development.

Another key advantage of our local experience is our firm's proven ability to deliver comprehensive project development, engineering, funding, and construction services, ensuring programs are completed on time and within budget. Our strong network of local references can attest to Climatec's unmatched track record of providing exceptional customer service and robust resources to public agencies throughout the Imperial Valley.

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 City. If Climatec develops a program that meets the needs of Imperial, 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 City 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.

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

With a proven track record of delivering complex infrastructure modernization and utility savings programs, Climatec is uniquely positioned to bring high-impact, reliable results to Imperial's Citywide 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 City and your finance team.

Our team has successfully guided public agencies through the process of accessing over $1.25 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)
- 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)
- Community Resilience Centers (CRC)
- State of California 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 the City of Imperial'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

CLIMATEC
A Bosch Company

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 City 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.

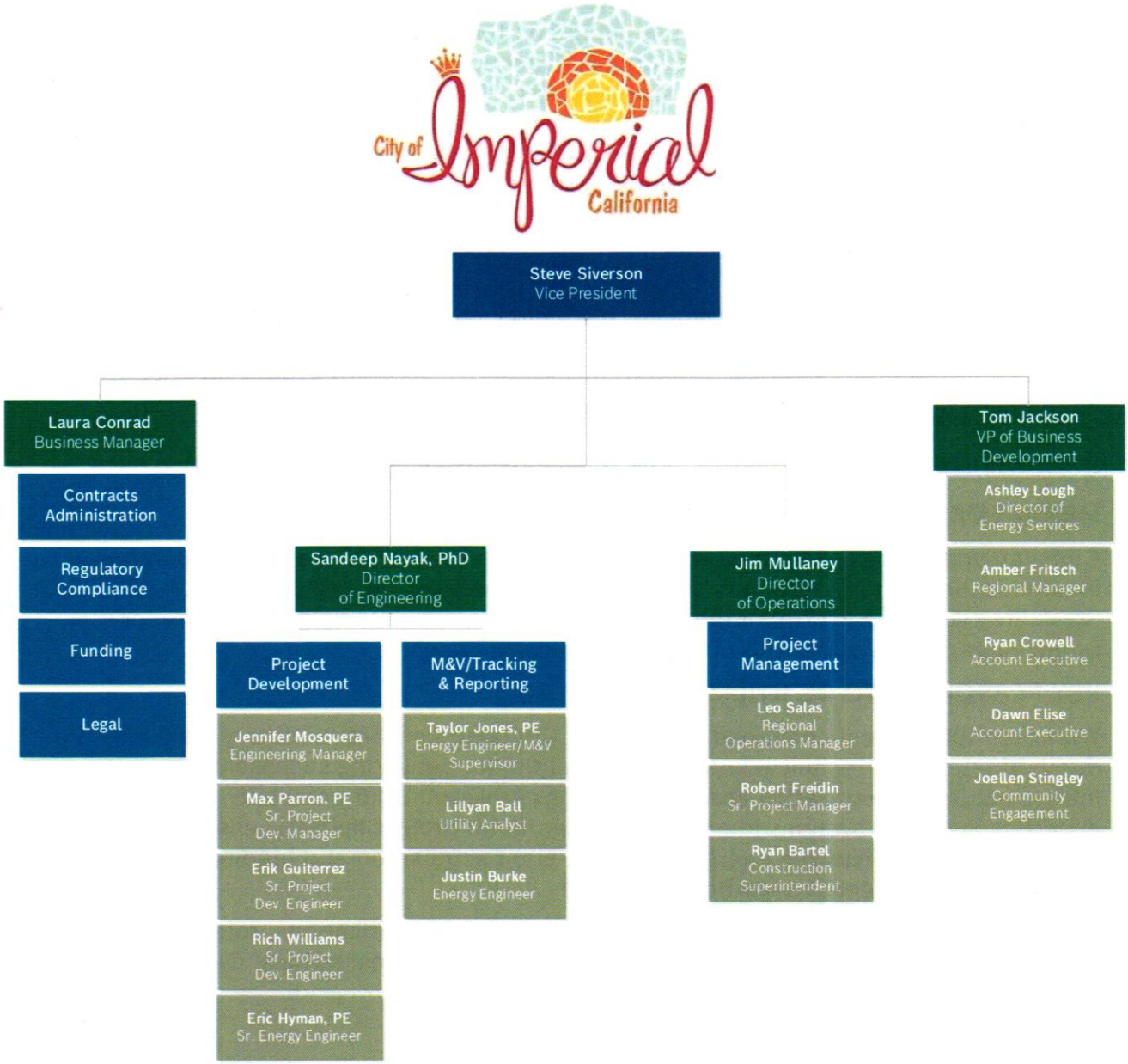
KEY PERSONNEL TO BE UTILIZED

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 modernization and utility savings 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 City'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



> 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

RESUMES

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 Santa Clarita, Ontario, San Leandro, Fountain Valley, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria USD, Heber ESD, and Holtville USD.

Amber Fritsch | Regional Manager

Mrs. Fritsch leads the California account management team for local government, K-12, higher education, and special districts. 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: Cities of Santa Clarita, Ontario, San Leandro, Fountain Valley, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria USD, Heber ESD, and Holtville 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 Santa Clarita, Ontario, San Leandro, and Imperial County school district such as Brawley Union HSD, and Calexico USD, to name a few.

Dawn Elise | Account Executive

Ms. Elise brings over 3 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: Cities of Santa Clarita, Ontario, San Leandro, and Imperial County school district such as Brawley Union HSD, and Calexico 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, Fountain Valley, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria USD, Heber ESD, and Holtville USD.

Max Parron, PE | Senior Project Development Manager

Mr. Parron has over 16 years of experience in the energy auditing, commissioning, mechanical design, and construction of commercial and industrial buildings. Energy auditing experience includes on site investigations of more than two hundred buildings totaling over 10 million square feet.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Fountain Valley, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria 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: Cities of Santa Clarita, Ontario, San Leandro, Brawley Union HSD and Calexico 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 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.

Local program experience: Cities of Santa Clarita, Ontario, San Leandro, Jurupa Valley, Duarte, Brawley Union HSD and Calexico 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, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria USD, Heber ESD, and Holtville USD.

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 and 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, and Imperial County school districts such as Brawley Union HSD, Calexico USD, Calipatria USD, Heber ESD, and Holtville USD.

Robert Freidin | Senior Project Manager

Mr. Freidin brings over 12 years of experience implementing infrastructure modernization and utility savings 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: Cities of Santa Clarita, Ontario, San Leandro, Brawley Union HSD, Calexico USD and Lakeside Union SD to name a few.

Jennifer Mosquera | Engineering Manager

As Engineering Manager, Ms. Mosquera leads engineering efforts for Climatec's infrastructure modernization and sustainability programs across California. She works closely with operations teams and City 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, and Imperial County school districts such as Brawley Union HSD, Calexico 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: Cities of Santa Clarita, Ontario, San Leandro, and Imperial County school districts such as Calexico USD and Lakeside Union SD.

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 Santa Clarita, Ontario, San Leandro, Brawley Union HSD, Calexico 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 (7) seven years. Climatec has never changed names nor transferred our energy service agreements to another party.

TAB 3: REFERENCES

Climatec has delivered over $1.25 billion in energy efficiency and sustainability 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 master plan. This approach provides continuity, allowing the project team to leverage their familiarity with the City's infrastructure priorities, and operational procedures—ensuring each subsequent phase is aligned with the City's goals and culture.

Climatec is pleased to share five 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.

Of these project histories, the City of Ontario and Calexico USD meet the RFP's requirement of two years of verified energy savings. To illustrate this performance, copies of the actual M&V reports for the City of Ontario and Calexico USD are provided in the **Appendix**.

> I HAVE SUGGESTED THIS TO EVERY CITY WHO HASN'T MADE ANY CHANGES YET: START SMALL, IDENTIFY EVERYTHING YOU AND YOUR COMMUNITY WANTS TO DO AND THEN START WITH THE LOW HANGING FRUIT. THE SAVINGS WILL IMMENSELY HELP YOU FUND FUTURE SUSTAINABILITY PROJECTS
>
> CHERYL BROTHERS, MAYOR | CITY OF FOUNTAIN VALLEY

CITY OF SANTA CLARITA

Start/Completion Dates
November 2022 – Present

Primary Contact
Ken Striplin | (661) 255-4905

Project Size
$35.1 Million

Total Project Savings
$46.5 Million

Funding Sources
Inflation Reduction Act (IRA), Green Energy Bonds, CIP Capital Funds, CEC Loan Funding, EECBG Federal Grant & SCE Utility Incentives

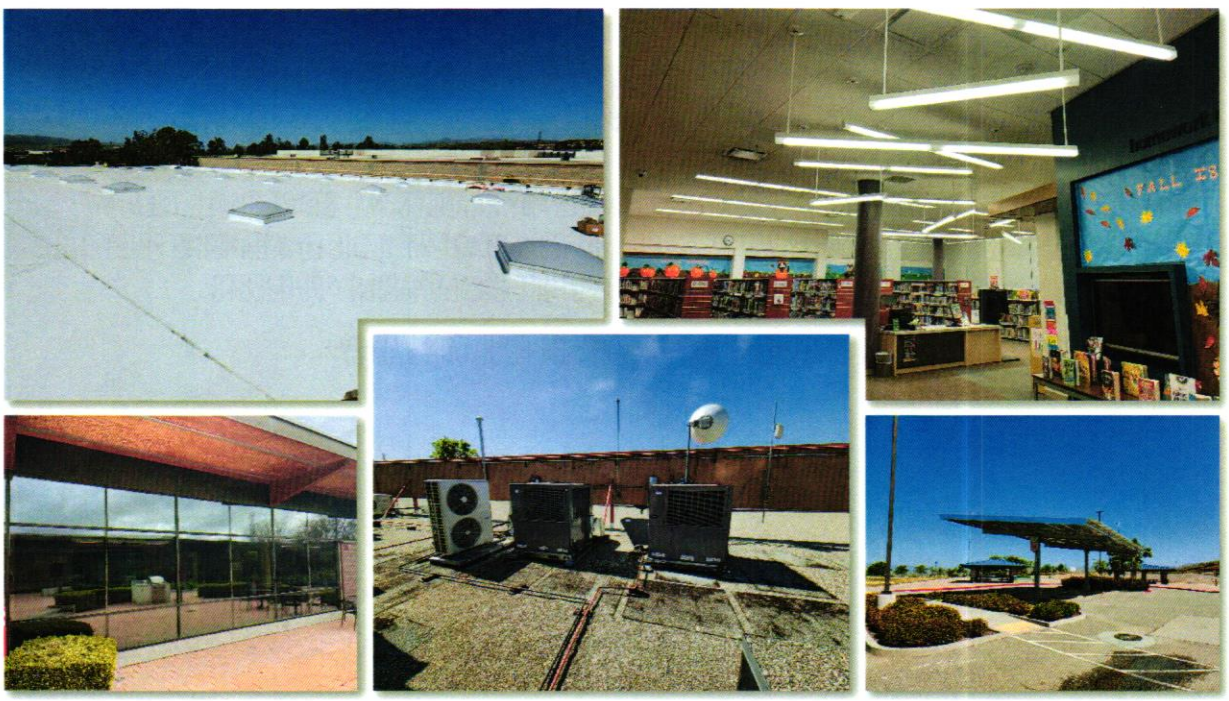
Services & Equipment Provided

- Solar rooftop & parking structures
- Smart irrigation control system
- High efficiency HVAC modernizations
- Ventilation & filtration improvements
- Interior & exterior LED lighting modernizations
- Occupancy sensors/dimming control
- Sports field lighting & controls
- Building automation systems (BAS)
- Building envelope modernizations
- Solar thermal water heating
- Roof replacement & new insulation
- Battery energy storage system (BESS)
- High efficiency transformers
- Solar control & security window film
- High efficiency pool water heaters
- Ice rink refrigeration modernization
- Community outreach & engagement program

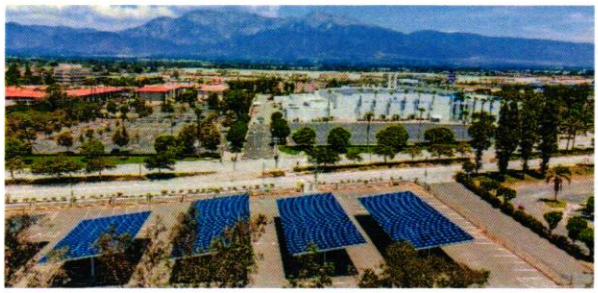
Climatec Community Connect (C3) Outreach

- Press Release: Energy Program Approval
- Public Outreach: Santa Clarita's Green Revolution

NEW & RENEWED INFRASTRUCTURE



CITY OF ONTARIO



Start/Completion Dates
July 2020 – April 2025

Primary Contact
Tito Haes | (909) 395-2800

Project Size
$34 Million

Total Project Savings
$75 Million

Funding Sources
Inflation Reduction Act (IRA), Utility Incentives, Self Generation Incentive Program (SGIP), CEC ECAA 1% Funding & Private Sector Funding

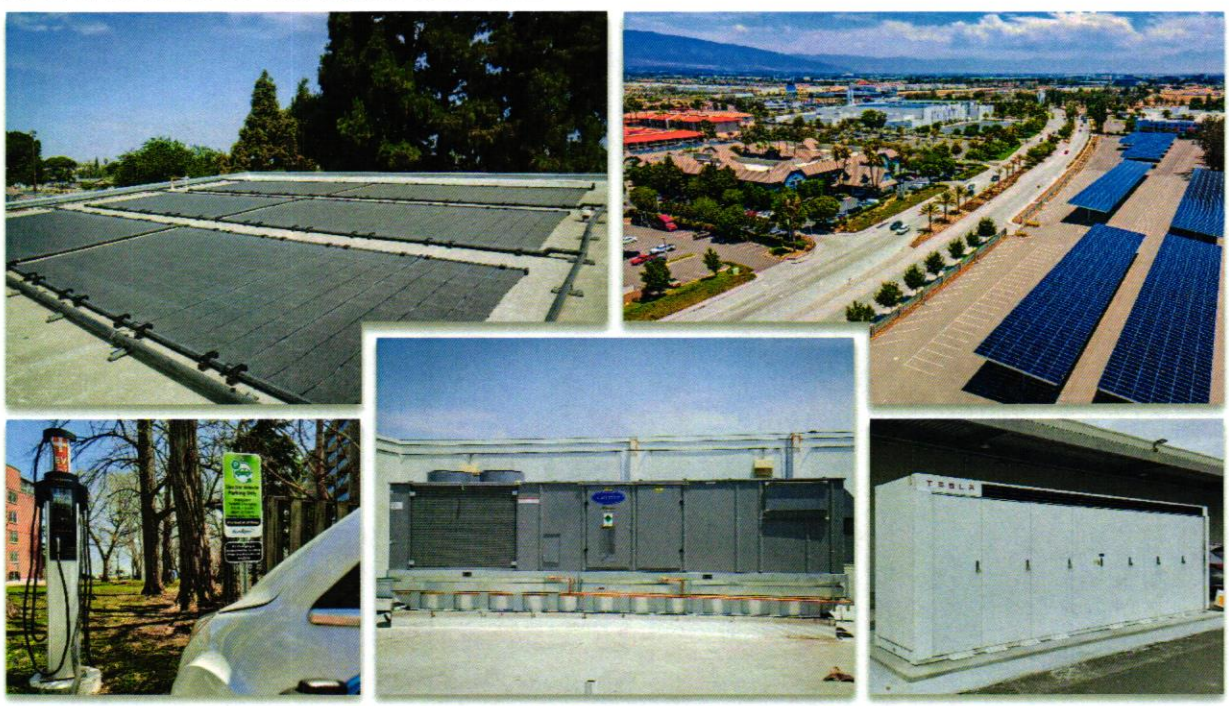
Services & Equipment Provided

- New 1.1MW solar array
- Battery energy storage system (BESS)
- New high efficiency heating & cooling modernizations
- Interior & exterior LED lighting modernization
- LED dimming control /occupancy sensors
- Citywide LED Streetlight conversion
- Streetlight monitoring & dimming controls
- Electric vehicle (EV) charging stations
- New building automation system (BAS)
- Smart City technology
- City employee system training
- Measurement & verification services
- Community outreach & engagement program

Climatec Community Connect (C3) Outreach

- Sustainability Website: Smart Ontario CA
- Press Releases: Smart Ontario News

NEW & RENEWED INFRASTRUCTURE



CITY OF SAN LEANDRO (3 PHASES)

Start/Completion Dates
June 2016 – Present (3 phases)

Primary Contact
Janelle Cameron | (510) 577-3390

Project Size
$23.1 Million (3 phases)

Total Project Savings
$37.3 Million (3 phases)

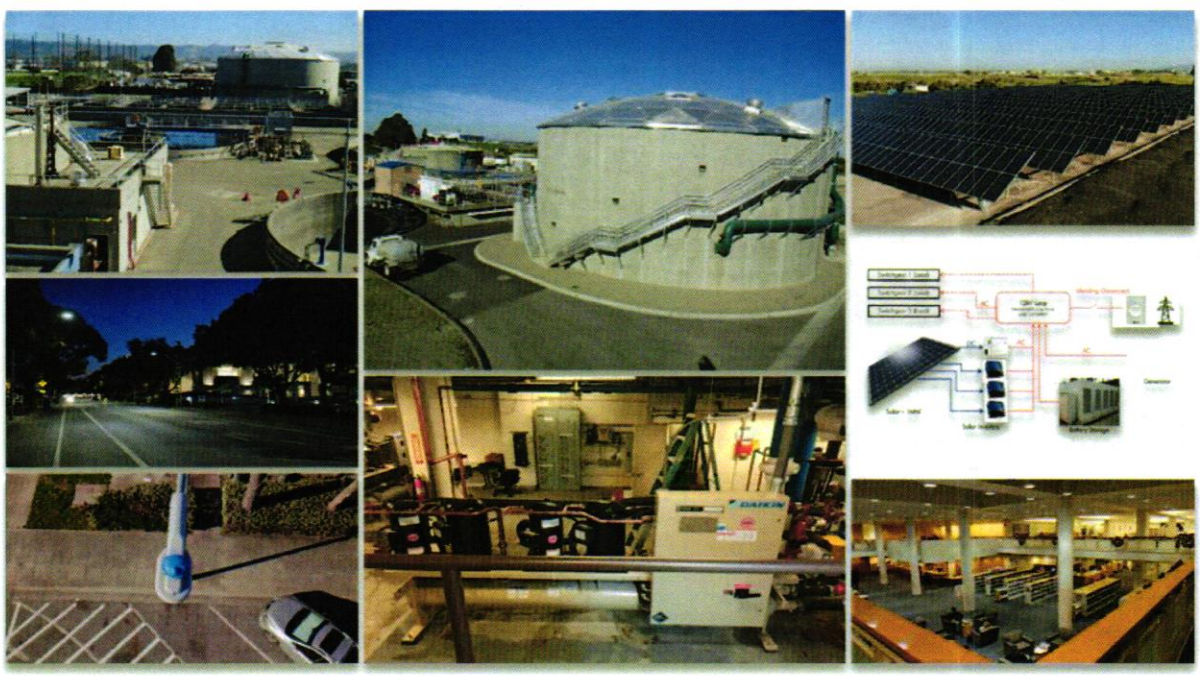
Funding Sources
Low-Interest Municipal Lease, Utility Incentives, $2M CEC Grant, City Capital, Federal Renewable Fuel Standard Program, Self-Generation Incentive Program (SGIP), Low Carbon Fuel Standard (LCFS) & sale of Renewable Natural Gas (RNG)

Services & Equipment Provided

- Biogas to renewable natural gas (RNG) system
- High strength waste (HSW) receiving facility.
- Digester mixing system enhancement
- High efficiency heat loop pump enhancement
- High efficiency turbo blower system improvements
- 1 MW solar array at WPCP
- Battery energy storage system (BESS)
- Smart irrigation control system
- High efficiency HVAC modernizations
- Interior/exterior LED lighting modernization
- LED dimming control/occupancy sensors
- Citywide LED Streetlight conversion
- Streetlight monitoring & dimming controls
- Building automation system (BAS)
- Microgrid system & controls
- Smart City technology – wireless mesh network system
- Community outreach & engagement program

Climatec Community Connect (C3) Outreach
- Case Study: City Council Testimonial

NEW & RENEWED INFRASTRUCTURE



CALEXICO UNIFIED SCHOOL DISTRICT (2 PHASES)

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

Primary Contact
Jeremey Nielsen | (760) 550-3373

Project Size
$40 Million (2 phases)

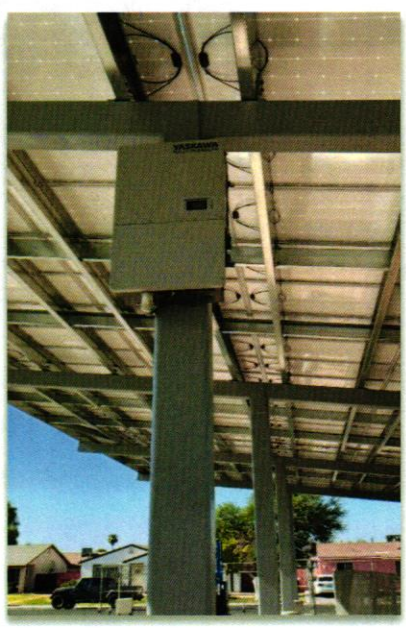
Total Project Savings
$68.7 Million (2 phases)

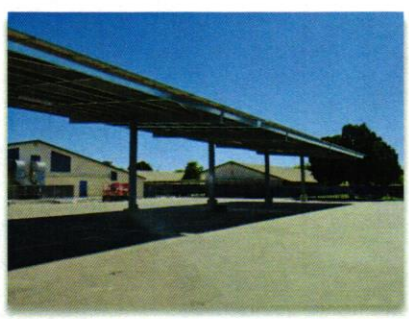
Funding Sources
State Grant Funds (Prop 39), Private Sector Funding, Utility Incentives, ICAPCD AB 617 EV / Solar Grant, CalSHAPE Grant, IRA Solar Investment Tax Credit (ITC), IRA Low-Income Bonus Solar Entitlement, ICAPCD AB 617 Paving Grant (Phase III), ZESBi & Other EV Grants

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 – Present

Primary Contact
Simon Canalez | (760) 554-1121

Project Size
$5.5 Million

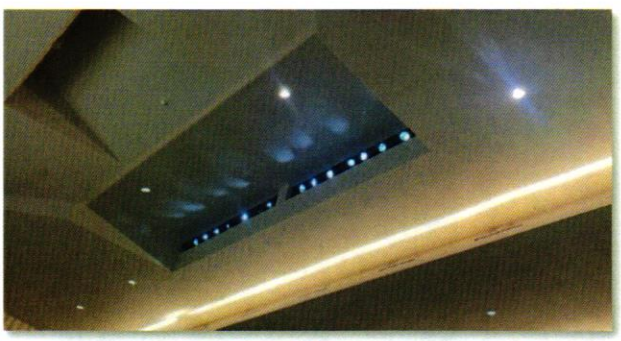
Total Project Savings
$6 Million

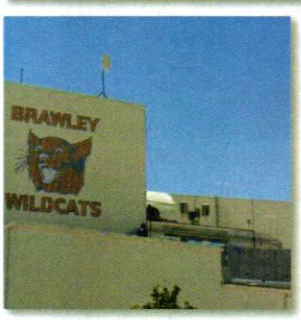
Funding Sources
Federal Stimulus, General Fund Reserves, Arts & Music Block Grant

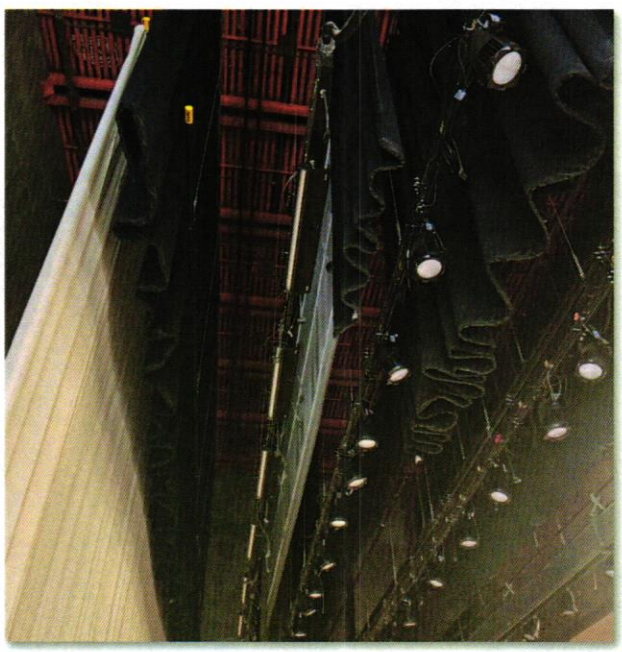
Services & Equipment Provided

- 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

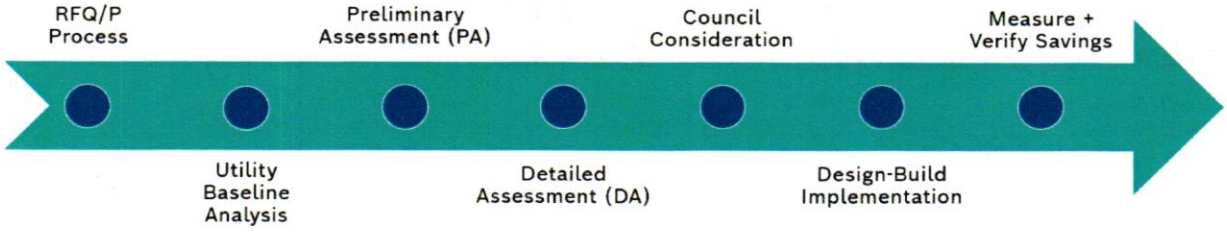






TAB 4: PROJECT APPROACH

Climatec's streamlined project approach for a comprehensive infrastructure modernization and utility savings program aligns with the City of Imperial'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 & INFRASTRUCTURE IMPROVEMENTS

PRELIMINARY ASSESSMENT (PA)

Climatec will complete a comprehensive preliminary assessment (PA) for no cost obligation to the City. As part of the PA process, Climatec will conduct a Citywide facility assessment identifying potential energy efficiency improvement projects. Our team prioritizes cost-saving solutions that protect Imperial's infrastructure investments without burdening operational budgets. By leveraging external funding and delivering long-term utility savings, we help the City preserve essential services while avoiding the costly consequences of deferred maintenance, ensuring CIP dollars 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 City, a study session will be scheduled to share information with the City Council.

SITE ASSESSMENTS
1. Kickoff meeting to establish City 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:

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

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

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 City Cabinet & Council
8. Conduct Council study session
9. Revise preliminary scope & funding options according to stakeholder input
10. Confirm implementation by Climatec & set target date for Council action

DETAILED ASSESSMENT (DA)

After the City 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 City subject to: 1) staff and Council confirming the program it wishes to implement with Climatec, and 2) confirmation of a target action date for Council 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 Council. Detailed financial analysis will also be provided for the City'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 Council 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 City 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 City's technical review and approval prior to construction.

A detailed implementation plan and construction schedule will be finalized in collaboration with various City 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 City staff throughout the process.

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

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 City
- Sign off by City of the final acceptance of improvements
- Agreement on the frequency of measurement & verification to be performed
- Agreement on the savings guarantee
- City 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 City 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 City 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.

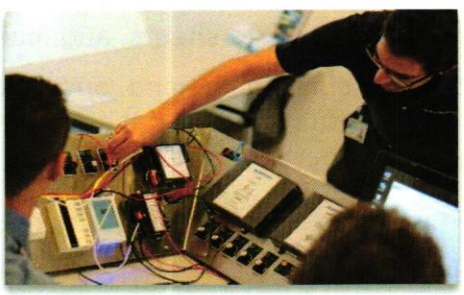
If savings or equipment is not performing as intended, our team will notify the City and take corrective steps proactively. By providing continuous monitoring of mechanical equipment schedules and building operation, our team of energy engineers work with customers to ensure the attainment of energy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

D. TRAINING PROGRAMS AVAILABLE FOR CITY EMPLOYEES

CLIMATEC UNIVERSITY

To ensure the long-term success of infrastructure modernizations, post-project training is essential. Climatec provides comprehensive training for City 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 City's needs. This empowers City 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 the City of Imperial.



> 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 City 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 fund and CIP allocations. With unprecedented funding available today, Imperial 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 City leaders to deliver a proactive win/win for the citizens of Imperial and the environment.

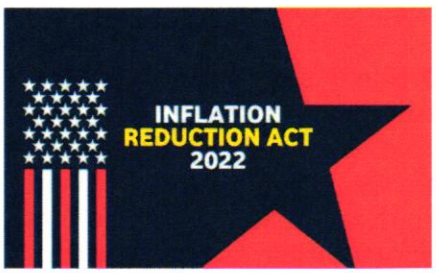
As part of our process, we will present customized funding scenarios based on successful strategies used by other California cities for similar energy and infrastructure initiatives.

POTENTIAL FUNDING SOURCES	
Federal Grants & Incentives	Imperial County Air Pollution and Control District (ICAPCD)
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)

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

FEDERAL FUNDING

INFLATION REDUCTION ACT (IRA)



The Inflation Reduction Act (IRA) offers the City 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 City's selected partner who stays informed of federal funding developments and understands the nuances of these funding sources. While key provisions, like the Investment Tax Credit (ITC), remain secure without congressional action, other discretionary funding sources may be subject to change. Climatec is actively monitoring these developments to ensure the City 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 modernization and utility savings 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 cities 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 municipalities, Climatec can help your city access early, priority, and often underutilized funding opportunities, maximizing value while accelerating the City's sustainability and resiliency goals.

PRIVATE SECTOR FUNDING

Climatec will support the City 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 Imperial'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 City 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 City 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 water/wastewater, lighting, building automation, HVAC, solar, and battery storage. 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 City's finance team and/or municipal advisor is responsible for reviewing funding options and cash flow scenarios. The City acknowledges that Climatec is not an SEC-registered municipal advisor and has no fiduciary duty to the City.*

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 city 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 city. 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 City's specifications. Climatec will help develop and send all required annual reports for proving energy savings performance on behalf of the City 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 City 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 City'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 modernization and utility savings programs, **Climatec's customers have never experienced a shortfall on a savings guarantee.** That said, should a savings guarantee not be met in the City's program, Climatec would work directly with the City 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 the City of Imperial the value of savings not achieved.

TAB 7: ADDITIONAL BENEFITS & VALUE-ADDED ELEMENTS

There are a number of additional benefits and added value elements that the City of Imperial would recognize as a result of program implementation, and several elements unique to Climatec in delivering an infrastructure modernization and utility savings program. This program will be the framework to achieve the City's energy goals and strategies.

CABINET & CITY COUNCIL ENGAGEMENT

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

COMMUNITY CONNECT
INFORM . INVOLVE . INSPIRE

COMMUNITY OUTREACH & ENGAGEMENT SERVICES

Climatec offers a suite of engagement initiatives to help the City 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 Imperial. Sharing these stories is the cornerstone for attracting economic development to local neighborhoods. The Climatec Community Connect (C3) team will work closely with City staff to design a customized

community outreach and engagement program that aligns with the City's strategic objectives and Council priorities. The C3 program is conceptualized during the initial assessment stage and implemented during and after construction.

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
- Staff memos, reports & Council 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 Imperial

'Ontario Goes Green' Ribbon Cutting Event

ADDITIONAL BENEFITS

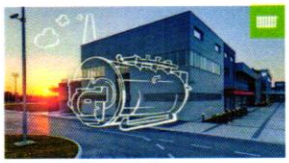
- Reduce rising cost pressures on the general fund & capital budgets
- Revitalize infrastructure without using general fund or capital
- Hedge against significant rate increases from utility providers
- Implement CIP priorities at today's construction prices
- Eliminate change orders, scope gaps & timeline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

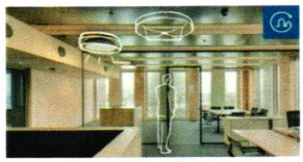
> THIS PROJECT SOLIDIFIES SAN LEANDRO'S REPUTATION AS A STATEWIDE LEADER IN TAKING ACTION TO REDUCE OUR ENERGY CONSUMPTION.
>
> PAULINE CUTTER, MAYOR | CITY OF SAN LEANDRO

CLIMATEC COMMUNITY CONNECT (C3) IN ACTION

SMART CITY EXPERTISE & EXPERIENCE


Air Quality Monitoring


Smart Energy


Connected Buildings


City Data Platform & Community App


Wildfire Detection


Safety & Security


Smart Parking


E-Mobility


Energy Storage Solutions


Virtual Power Plants


Public Wi-Fi

As cities face rising infrastructure demands, tightening budgets, and increasing sustainability initiatives, Smart City technologies offer a transformative path forward. Climatec brings proven expertise in integrating advanced digital infrastructure with energy, water, and facility modernization to help cities like Imperial reduce emissions, optimize performance, and enhance public services.

Through our parent company, Bosch, a global leader in IoT innovation, we deliver intelligent, cross-domain solutions that integrate building automation, renewable energy, EV charging, battery storage, and sensor networks into a unified smart ecosystem. Our programs are transforming cities like San Leandro, Ontario, and Santa Clarita, equipping municipal staff with powerful tools for efficiency, while improving livability and safety for residents.

Leveraging technologies such as intelligent lighting, real-time dashboards, GHG monitoring, and predictive analytics, we help municipalities align with Capital Improvment Plan goals and build a digital foundation for asset management plans. With Bosch's 86,000+ R&D professionals and deep expertise in IoT, Climatec ensures that we have access to the most innovative, effective, and sustainable solutions available.

POWER RESILIENCY

California municipalities 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, cities 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 Citywide assessment, Climatec will work with City staff to identify priority infrastructure such as the wastewater treatment plant, well pumps, communications systems, and emergency response facilities, that would benefit from enhanced resiliency.

We will evaluate the feasibility of microgrid solutions tailored to Imperial's needs and integrate viable funding options into the overall program. Climatec's goal is to help the City 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

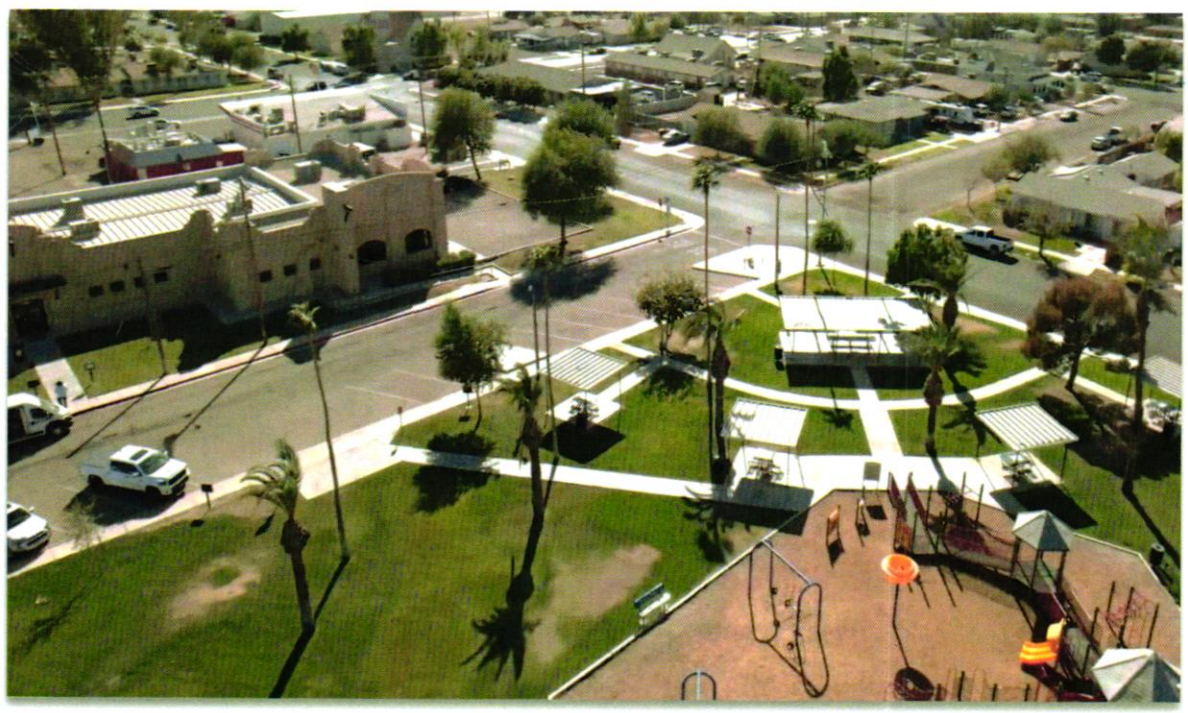
TAB 8: CONTRACTS, PRICING & FORMS

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 are included on the following pages.



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

PRICING PROPOSAL

RFP # 2025-10
Infrastructure Modernization & Utility Savings Program

Pursuant to and in compliance with the Request for Proposals and all other documents relating thereto, the undersigned respondent, having familiarized itself with the terms and conditions of the proposal documents and the City's objectives, hereby proposes and agrees to perform the work to be done and to provide all labor and materials necessary to perform the work.

Name of Respondent: Climatec, LLC

INVESTMENT GRADE AUDIT (IGA):

Does the respondent require an IGA agreement be entered into before a scope of work, price and savings can be finalized?

☐ YES ☑ NO

If an IGA agreement is required, does it include exit fees and/or penalties if the City chooses not to implement the IGA findings?

☐ YES ☐ NO ☑ N/A

What is the respondent's price for completing an IGA?

$ 0.00 per square foot

IMPLEMENTATION:

What is the respondent's profit fee for program implementation?

Profit % 5

ACKNOWLEDGEMENT FORM

RFP #2025-10
Infrastructure Modernization & Utility Savings Program

Pursuant to and in compliance with your Request for Proposals and all other documents relating thereto, the undersigned respondent, having familiarized itself with the terms and conditions of the proposal documents and the City's objectives, hereby proposes and agrees to perform the work to be done and to provide all labor and materials necessary to perform the work.

Name of Respondent: Climatec, LLC

ACKNOWLEDGEMENT OF AMENDMENTS:

The respondent acknowledges receipt of the issued amendments to RFP 2025-10:

Amendment Number	N/A					Initial Here
Date						SS

APPENDIX

SAMPLE M&V REPORTS

To further demonstrate how annual savings are verified and communicated to our customers, we have included actual measurement and verification (M&V) reports for the City of Ontario and Calexico USD. These examples illustrate our approach to annual reporting and performance validation

CLIMATEC
A Bosch Company

CITY OF ONTARIO

ANNUAL MEASUREMENT & VERIFICATION REPORT

CONSTRUCTION YEAR:
JANUARY 2023– DECEMBER 2023

PREPARED:
MARCH 2024

TABLE OF CONTENTS

Executive Summary

Project Specifics

In July 2020, the City of Ontario partnered with Climatec to deliver an infrastructure modernization & sustainability program. Over the period of January 2021 – December 2023, the following energy infrastructure improvements were installed:

- Building LED Lighting System Modernizations
- Street Lighting LED Lighting System Modernizations
- High Efficiency Heating & Cooling (HVAC) unit replacements
- New Building Automation System (HVAC controls)
- Solar Thermal Pool Heating
- Solar PV System Installation
- Battery Energy Storage System

In accordance with the ongoing Measurement & Verification (M&V) Agreement and agreed-upon M&V Plan for each infrastructure improvement measure, Climatec has prepared an Annual M&V Report to review the achieved savings of the implemented program. For this program, the pre-retrofit year of comparison was established to be July 2018- June 2019 based on the initial assessment of the project. The enclosed report contains detailed performance results from the 2023 construction year.

Report Synopsis

Industry best practices for determining savings have been developed by the U.S. Department of Energy and documented in several guidelines, namely the International Performance Measurement and Verification Protocol (IPMVP). When projecting and proving energy and operational savings, Climatec follows industry standard protocols for M&V as outlined in the U.S. Department of Energy's Efficiency Valuation Organization IPMVP Core Concepts, EVO 10000-1:2022. The key principals emphasized by the IPMVP in the M&V process and reporting are accuracy, completeness, conservativeness, consistency, relevance, and transparency.

Energy, water or demand savings cannot be directly measured, because savings represent the absence of consumption or demand. Instead, savings are determined by comparing measured consumption or demand before and after implementation of a program, making suitable adjustments for changes in conditions.

The comparison of before and after energy consumption or demand is made on a consistent basis, using the following general M&V equation:

$$Savings = (Pre\text{-}Retrofit\ Energy \pm Baseline\ Adjustments) - Reporting\ Period\ Energy$$

A Measurement & Verification (M&V) plan was developed, based on the IPMVP, evaluating cost-effectiveness and required information to verify the performance of each infrastructure improvement. This plan, outlined in the M&V Agreement, defines the methodology to provide reasonable assurance of savings through short term or spot measurements, engineering calculations and/or direct utility billing comparisons. This M&V report documents the implementation of the M&V plan in the reporting period and the calculated savings that were attributed to the program. In this report, the following units are used to measure the savings for electric, natural gas and water usage.

Electric	kW (kilowatt) & kWh (kilowatt-hour)
Natural Gas	therms (equivalent to 100 cubic feet Natural Gas)
Water	kGal (kilogallons)

Construction Year 2023 Savings

The annual savings achieved are summarized below in Table 1. Figure 1 illustrates the moving annual total utility expenditure of all the facilities impacted by the project. Financial savings can be seen as the difference between the two lines which represent the actual expenditure and what would have been spent had the project not been performed.

Table 1: Construction Year 2023 Savings Summary

Site	Demand Savings (Billed kW)	Energy Savings (kWh)	Renewable Production (kWh)*	Gas Savings (therms)	Cost Savings ($)
City Hall Complex	2,062	875,307	74,023	1,190	$272,436
Community Centers	1,277	369,785	-	263	$102,025
Convention Center	1,160	1,095,745	-	10,215	$334,663
Fire Stations	430	180,767	-	-	$47,663
Parks	334	203,746	-	760	$39,096
Police Departments	800	391,739	-	-	$78,357
Service Center Complex	654	243,351	-	-	$70,699
Streetlights	-	3,910,217	-	-	$718,920
Toyota Arena	3,202	931,279	-	7,627	$318,352
Totals:	9,919	8,201,936	74,023	20,055	$1,982,210

*Savings related to renewable production only include the Climatec installed PV systems

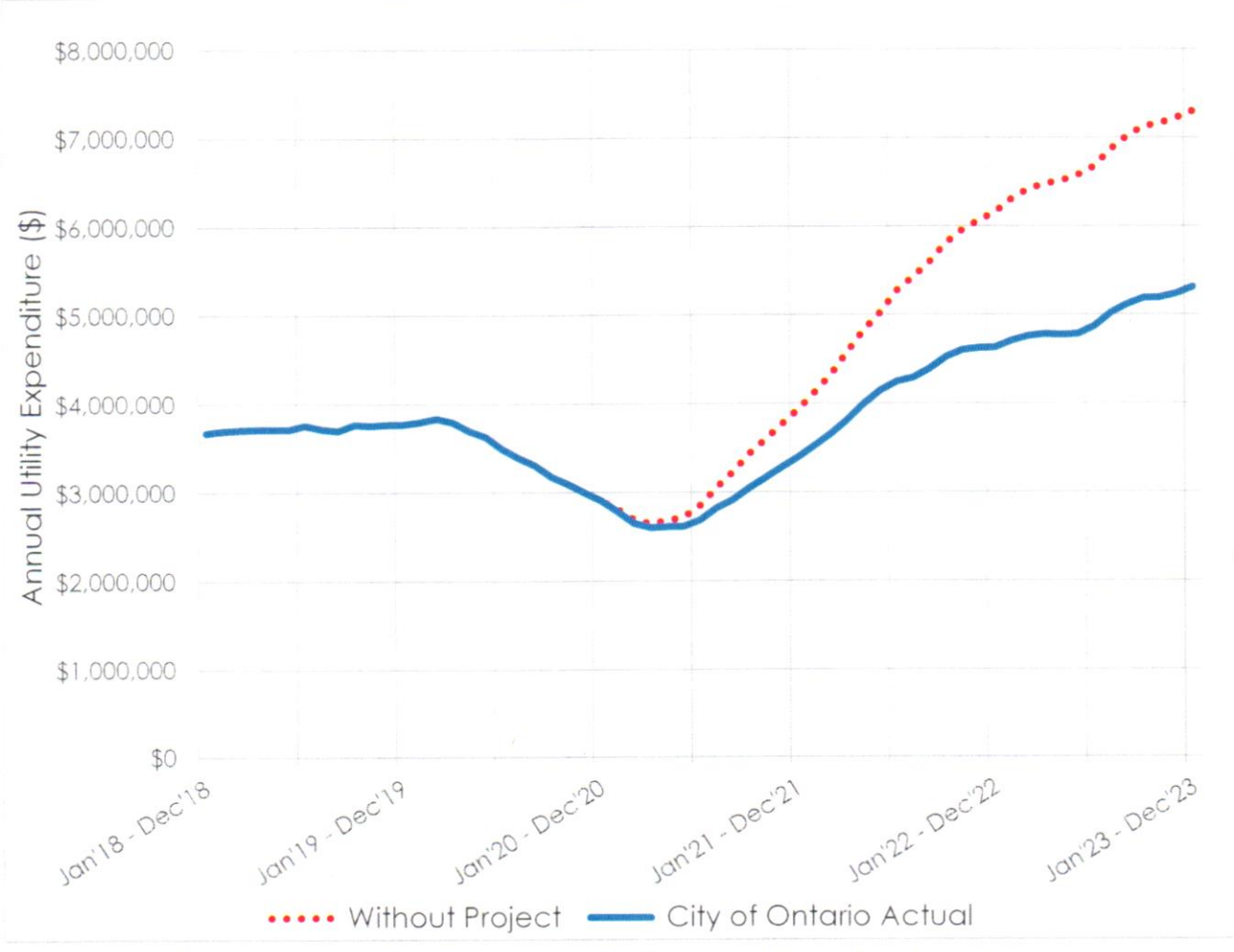


Figure 1: Annual total utility expenditure trend with project vs. without the project

USAGE & COST HISTORY

Table 2 below summarizes the City's utility baseline and construction utility usage for the meters impacted by the project.

Table 2: Construction Year 2023 Utility Summary

Electric	Utility Demand (kW)	Utility Usage (kWh)	Renewable Production* (kWh)	Gas Usage (therms)	Utility Cost ($)
City Hall	2,746	974,846	-	-	$248,614
City Hall Annex	1,527	636,046	74,023	-	$163,852
Ovitt Library	1,896	619,642	-	6,744	$177,162
Senior Center	443	109,236	-	-	$34,168
Armstrong CC	560	105,632	-	-	$41,254
De Anza CC	643	161,587	-	-	$56,372
Dorothy Quesada CC	453	113,655	-	1,488	$40,066
Museum History & Art	573	169,890	-	-	$50,675
Veterans Memorial CC	88	25,236	-	-	$6,282
Westwind CC	751	333,689	-	-	$81,110
Convention Center	11,298	4,446,038	901,520	119,533	$1,268,713
Fire Station 1	520	125,885	-	-	$38,709
Fire Station 2	157	48,256	-	-	$11,717
Fire Station 3	368	117,724	-	-	$34,266
Fire Station 4	146	47,070	-	-	$11,297
Fire Station 5	175	59,194	-	-	$13,809
Fire Station 6	250	74,992	-	-	$22,854
Fire Station 7	238	68,876	-	-	$21,618
Fire Station 8	308	97,794	-	-	$27,806
Anthony Munoz Park	16	80,659	-	-	$12,543
Bon View Park & Pool	-	38,772	-	-	$7,997
Celebration Park	-	3,064	-	-	$586
Centennial Park	-	1,211	-	-	$343
Creekside Park	-	1,532	-	-	$381
Cypress Park	-	299	-	-	$213
De Anza Park	-	21,276	-	-	$3,242
Del Rancho Park	12	1,839	-	-	$798
Homer F. Briggs Park	40	43,497	-	-	$7,828
James R. Bryant Park	60	8,714	-	-	$3,543
Jay Littleton Ball Park	-	8,375	-	-	$1,525
John Galvin Park	263	11,213	-	-	$10,065
Ontario Soccer Park	-	105,180	-	-	$15,510
Sam Alba Park	-	1,608	-	-	$366
Schimmel Dog Park	-	3,282	-	-	$2,337
South Bon View Park	12	4,175	-	-	$1,114
Veterans Memorial Park	12	2,320	-	-	$849
Vineyard Park & Pool	61	4,237	-	-	$1,776
Westwind Park & Pool	12	3,250	-	4,309	$7,596
Ontario Police Department	4,091	570,685	1,500,243	-	$134,243
Upland Police Department	258	44,015	-	-	$12,630
Service Center- Cucamonga	281	78,852	-	-	$23,906
Service Center- Main	2,103	471,157	-	-	$143,237
Service Center- Training	278	58,022	-	-	$19,547
Service Center- Revenue	642	275,248	-	-	$66,247
LS-2 Streetlights	-	1,388,340	-	-	$342,519
LS-3 Streetlights	-	2,699,921	-	-	$451,316
Toyota Arena	13,553	5,333,204	-	317,089	$1,686,539
Totals:	44,834	19,599,235	2,475,787	449,163	$5,309,140

*Renewable Production includes energy from all city installations

Table 3 below summarizes the City's utility baseline and construction utility usage for the meters impacted by the project.

Table 3: Baseline Year '18 - '19 Utility Summary

Electric	Utility Demand (kW)	Utility Usage (kWh)	Renewable Production* (kWh)	Gas Usage (therms)	Utility Cost ($)
City Hall	3,367	1,142,569	-	-	$308,968
City Hall Annex	2,031	919,355	-	-	$254,665
Ovitt Library	2,594	1,047,781	-	7,934	$274,946
Senior Center	682	179,395	-	-	$57,653
Armstrong CC	651	122,662	-	-	$51,216
De Anza CC	1,173	328,298	-	-	$104,347
Dorothy Quesada CC	542	139,102	-	1,751	$48,954
Museum History & Art	781	197,535	-	-	$71,625
Veterans Memorial CC	118	33,561	-	-	$8,781
Westwind CC	1,081	458,316	-	-	$92,861
Convention Center	12,458	5,514,091	929,212	129,748	$1,603,376
Fire Station 1	585	170,811	-	-	$48,915
Fire Station 2	179	51,878	-	-	$13,597
Fire Station 3	352	124,802	-	-	$34,734
Fire Station 4	161	50,834	-	-	$12,884
Fire Station 5	209	65,842	-	-	$16,588
Fire Station 6	354	104,237	-	-	$31,482
Fire Station 7	349	117,467	-	-	$33,240
Fire Station 8	403	134,687	-	-	$38,299
Anthony Munoz Park	39	107,642	-	-	$17,093
Bon View Park & Pool	-	45,793	-	-	$11,553
Celebration Park	-	3,151	-	-	$640
Centennial Park	-	2,692	-	-	$545
Creekside Park	-	2,019	-	-	$479
Cypress Park	-	302	-	-	$214
De Anza Park	-	25,351	-	-	$4,321
Del Rancho Park	13	3,071	-	-	$877
Homer F. Briggs Park	40	59,519	-	-	$9,562
James R. Bryant Park	60	13,825	-	-	$3,690
Jay Littleton Ball Park	-	24,014	-	-	$3,813
John Galvin Park	505	32,942	-	-	$18,617
Ontario Soccer Park	-	165,853	-	-	$24,381
Sam Alba Park	-	3,032	-	-	$574
Schimmel Dog Park	-	15,114	-	-	$2,624
South Bon View Park	51	16,100	-	-	$3,491
Veterans Memorial Park	12	2,344	-	-	$919
Vineyard Park & Pool	89	22,842	-	-	$5,543
Westwind Park & Pool	13	2,643	-	5,069	$8,770
Ontario Police Department	4,864	914,552	1,540,381	-	$207,923
Upland Police Department	285	51,750	-	-	$17,308
Service Center- Cucamonga	333	94,584	-	-	$26,041
Service Center- Main	2,369	648,773	-	-	$183,494
Service Center- Training	278	61,018	-	-	$23,446
Service Center- Revenue	978	322,255	-	-	$90,655
LS-2 Streetlights	-	3,133,847	-	-	$699,589
LS-3 Streetlights	-	4,864,631	-	-	$813,166
Toyota Arena	16,755	6,264,483	-	324,716	$2,004,891
Totals:	54,753	27,807,365	2,469,593	469,218	$7,291,350

*Renewable Production includes energy from all city installations

ELECTRIC PROFILE

The baseline and the construction electrical peak demand, usage, and production values for the overall project are detailed on a monthly basis below in Table 4. Additionally, Figure 2, visually displays a comparison of electrical usage from the baseline period and the construction period.

Table 4: Baseline & Construction Monthly Electric History

Baseline Electric Profile			
Bill Period	Energy Demand (kW)	Utility Usage (kWh)	Renewable Production (kWh)
Jan-19	4,145	2,284,979	148,188
Feb-19	4,177	2,127,845	153,856
Mar-19	4,322	2,178,344	231,955
Apr-19	4,483	2,148,168	247,498
May-19	4,498	2,163,580	274,938
Jun-19	4,428	2,163,271	259,556
Jul-18	5,032	2,538,838	251,691
Aug-18	5,356	2,472,611	226,238
Sep-18	5,057	2,597,752	215,150
Oct-18	4,486	2,381,947	169,109
Nov-18	4,432	2,362,964	144,839
Dec-18	4,340	2,387,070	146,576
Totals:	54,753	27,807,365	2,469,593

Construction Electric Profile			
Bill Period	Energy Demand (kW)	Utility Usage (kWh)	Renewable Production (kWh)
Jan-23	3,413	1,577,409	152,451
Feb-23	3,352	1,451,263	151,409
Mar-23	3,582	1,489,517	232,642
Apr-23	3,715	1,475,331	254,016
May-23	3,675	1,504,659	280,278
Jun-23	3,412	1,477,913	266,802
Jul-23	4,203	1,860,118	238,686
Aug-23	4,233	1,799,957	230,151
Sep-23	4,333	1,918,190	211,092
Oct-23	3,759	1,719,960	165,920
Nov-23	3,624	1,668,334	142,347
Dec-23	3,533	1,656,584	149,993
Totals:	44,834	19,599,235	2,475,787

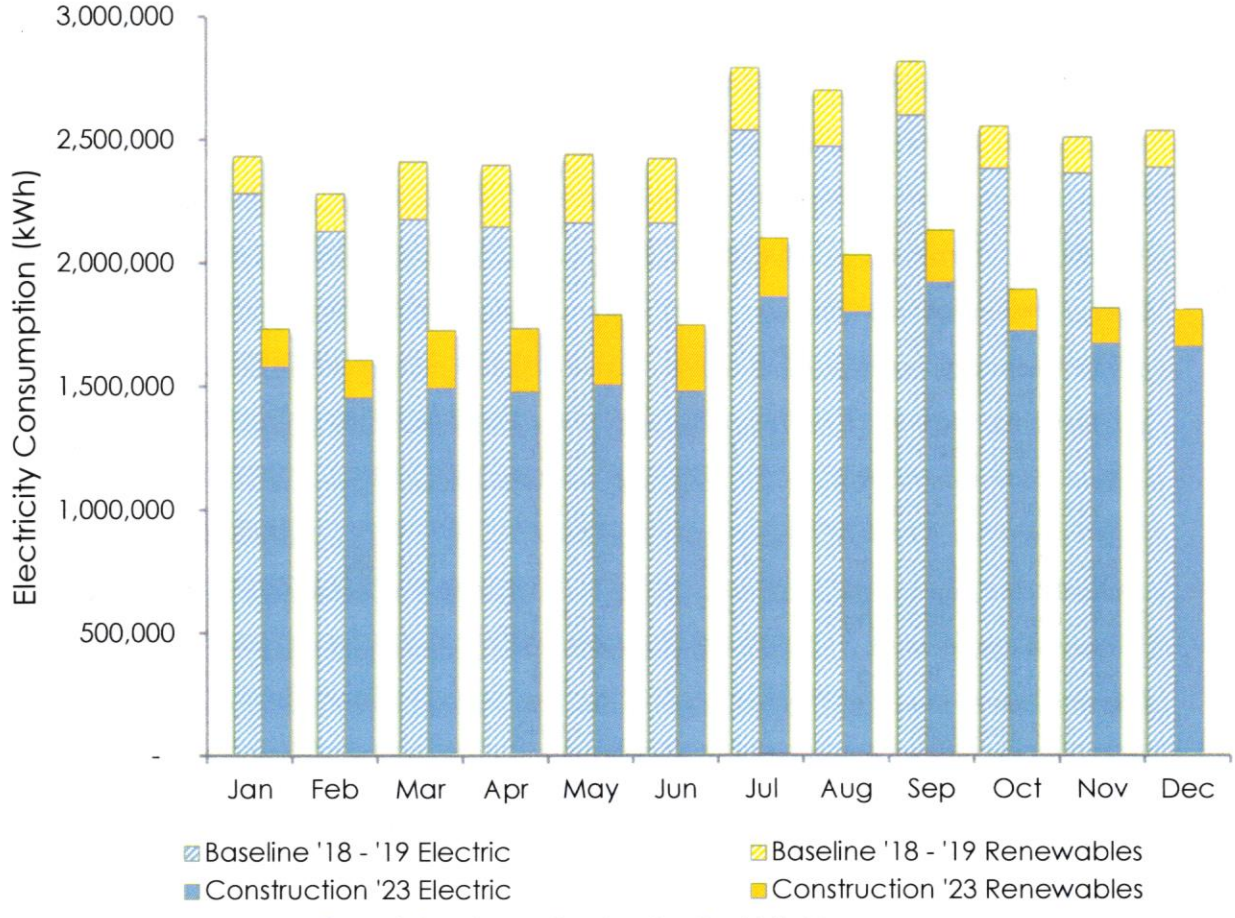


Figure 2: Baseline vs. Construction Electricity Usage

Natural Gas Profile

The baseline and the construction electrical peak demand, usage, and production values for the overall project are detailed on a monthly basis below in Table 5. Additionally, Figure 3, visually displays a comparison of electrical usage from the baseline period and the construction period.

Baseline Natural Gas	
Bill Period	Usage (therms)
Jan-19	50,766
Feb-19	52,805
Mar-19	48,383
Apr-19	38,034
May-19	45,556
Jun-19	50,924
Jul-18	29,189
Aug-18	22,822
Sep-18	24,570
Oct-18	33,178
Nov-18	36,709
Dec-18	36,283
Totals:	469,218

Construction Natural Gas	
Bill Period	Usage (therms)
Jan-23	49,072
Feb-23	50,974
Mar-23	46,503
Apr-23	36,348
May-23	43,781
Jun-23	49,256
Jul-23	27,673
Aug-23	21,352
Sep-23	23,081
Oct-23	31,671
Nov-23	34,975
Dec-23	34,477
Totals:	449,163

Table 5: Baseline & Construction Monthly Natural Gas History

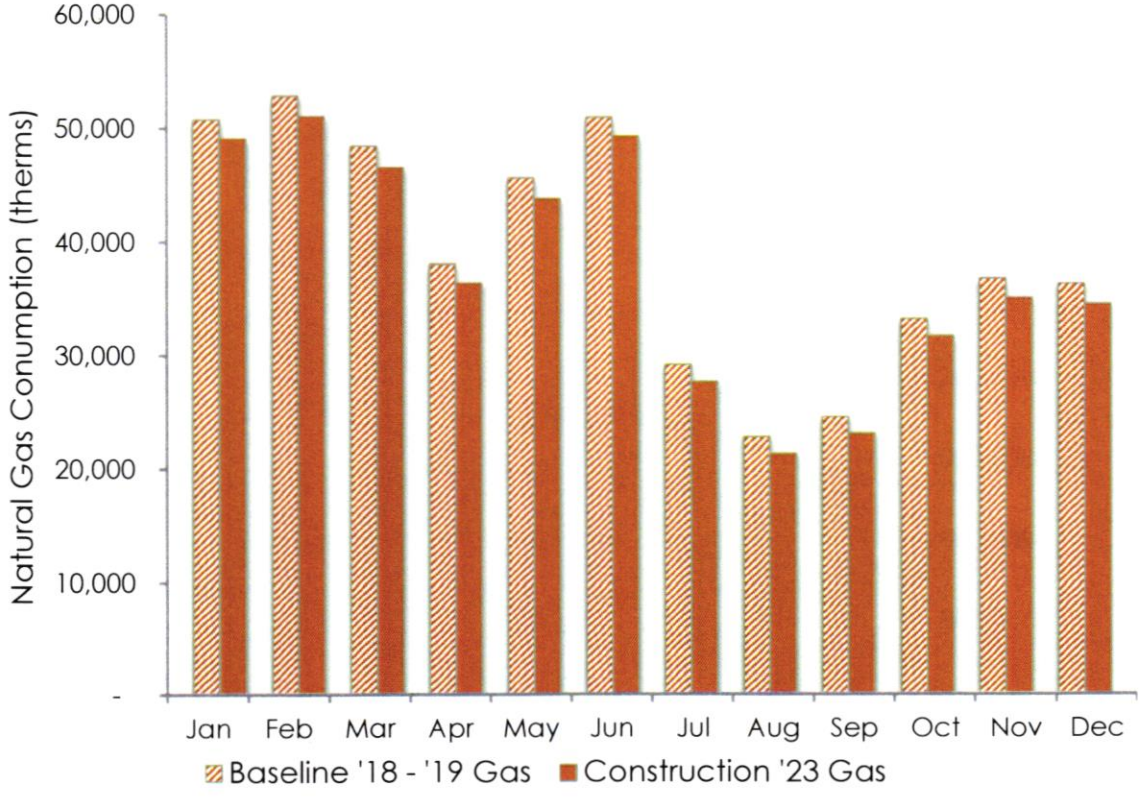


Figure 3: Baseline vs. Construction Natural Gas Usage

Utility Expenditure Profile

The baseline and the construction electrical peak demand, usage, and production values for the overall project are detailed on a monthly basis below in Table 6. Additionally, Figure 4, visually displays a comparison of electrical usage from the baseline period and the construction period.

Table 6: Baseline & Construction Monthly Electric History

Baseline Expenditure		
Bill Period	Electrical ($)	Natural Gas ($)
Jan-19	$467,551	$77,934
Feb-19	$441,030	$81,063
Mar-19	$442,777	$74,275
Apr-19	$438,170	$58,388
May-19	$446,432	$69,936
Jun-19	$633,681	$78,177
Jul-18	$750,856	$44,810
Aug-18	$741,867	$35,036
Sep-18	$758,282	$37,720
Oct-18	$488,797	$50,933
Nov-18	$480,154	$56,355
Dec-18	$481,426	$55,700
Totals:	$6,571,022	$720,328

Construction Expenditure		
Bill Period	Electrical ($)	Natural Gas ($)
Jan-23	$318,496	$75,333
Feb-23	$299,546	$78,252
Mar-23	$308,785	$71,390
Apr-23	$307,490	$55,801
May-23	$306,270	$67,211
Jun-23	$422,345	$75,616
Jul-23	$534,989	$42,483
Aug-23	$538,122	$32,780
Sep-23	$566,866	$35,434
Oct-23	$350,458	$48,620
Nov-23	$333,123	$53,693
Dec-23	$333,108	$52,928
Totals:	$4,619,599	$689,541

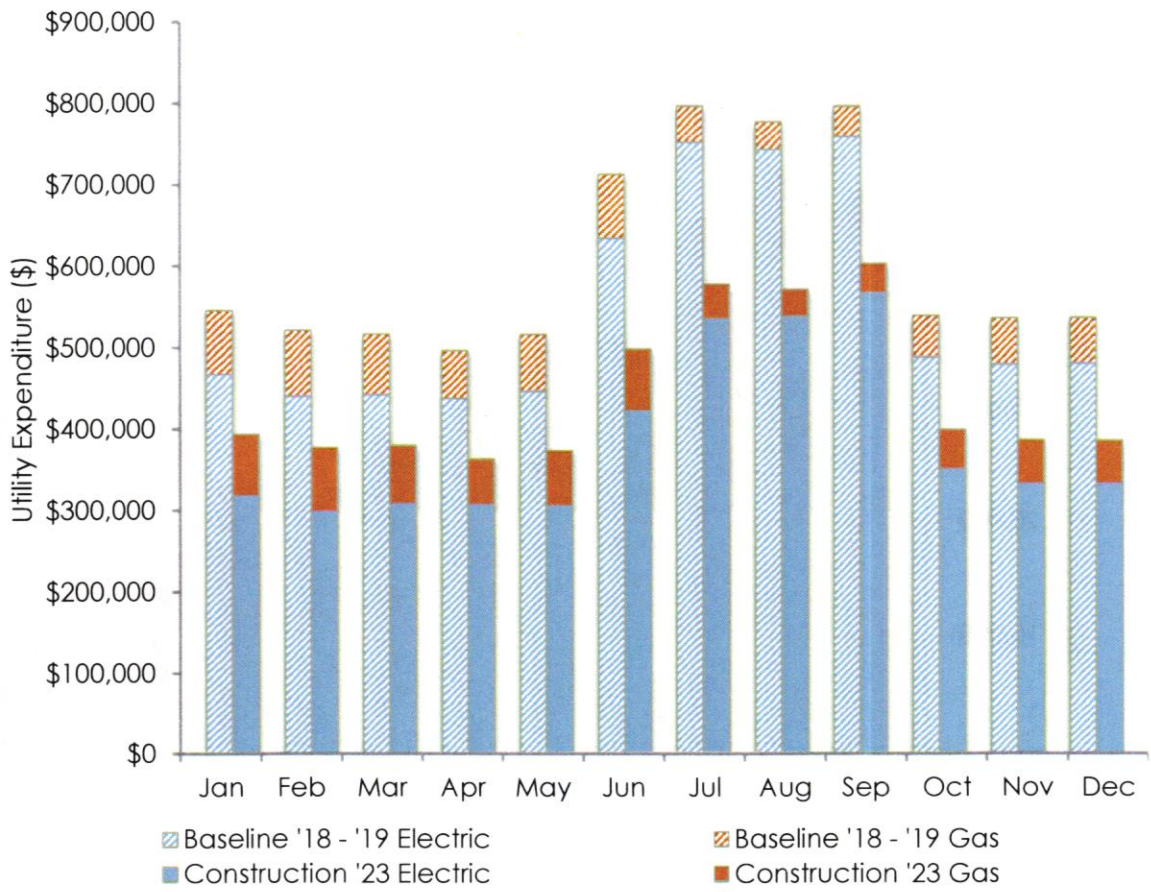


Figure 4: Baseline vs. Construction Utility Expenditure

Baseline Adjustment Summary

Baseline adjustments are necessary at times, to normalize the pre-retrofit data to the basis of conditions of the reporting period. This is done by calculating the impact of any changes in relevant factors which influence the utility bills outside of the conservation measures under analysis. All baseline adjustments are made in accordance with the International Performance Measurement and Verification Best Practices (IPMVP EVO October 2022).

Table 7: Operational Conditions Impact Summary

Construction Year 2023	Therms	kW	kWh	Cost
Gross Annual Energy Variation- As metered annual variation	98,060	11,217	7,968,505	-$1,546,618
Utility Rates- Impact of changes in utility pricing tariffs	-	-	-	$3,498,266
Weather – Impact of changes in local weather conditions	-	-	-	$0
Facility Area & Occupancy- Impact of changes in facility area or usage	(78,005)	(1,298)	233,431	$30,561
HVAC Parameters- Impact of changes in HVAC settings and runtimes	-	-	-	$0
Lighting Parameters- Impact of changes in lighting load and runtimes	-	-	-	$0
Miscellaneous Equipment Parameters- Impact of changes plug loads	-	-	-	$0
M&V Options A & B – Savings validated using isolated ECM analysis	-	-	-	$0
ECM Installation- Net impact of ECM installations	20,055	9,919	8,201,936	$1,982,210

In Table 7, a detailed breakdown has been provided of the impact of changes in operational conditions for this annual guarantee period. Each line item details the utility usage and cost associated with its respective category; the total value of all lines adding to the annual savings attributed to the program for the reporting period. In Table 7, positive values indicate savings while negative values represent increases to usage or cost. The gross annual energy variation represents a direct bill-to-bill difference between the pre & post retrofit periods.

For factors which are expected to continually change from year to year, such as the utility rates and the weather, routine baseline adjustments are applied. The impact of the routine baseline adjustments over the analysis year are summarized in the respective line items and further detailed in the Meter Detail Reports section of the report.

The occupancy and HVAC settings of the facilities must also be analyzed to ensure that the any changes in usage patterns from the design parameters are accounted for. Records of the HVAC operating conditions and the resultant energy impact over the analysis year are detailed in the Building Operations section of the report.

For those energy-governing factors that are not usually expected to change (e.g. the facility area and building shell, equipment load, etc.), the associated static factors must be monitored for change throughout the reporting period. Records of any known changes to static factors and the resultant energy impact over the analysis year are detailed in the Non-Routine Baseline Adjustments section of the report.

In some cases, a utility meter-based audit may not be feasible or practical; in this scenario an alternative method using engineering calculations on an isolated conservation measure may be employed in order to evaluate the effectiveness of the installation. The M&V Options A & B line item summarizes the savings that were verified with this methodology and are detailed in the applicable section of the report.

CLIMATEC
A Bosch Company

MEASUREMENT AND VERIFICATION REPORT

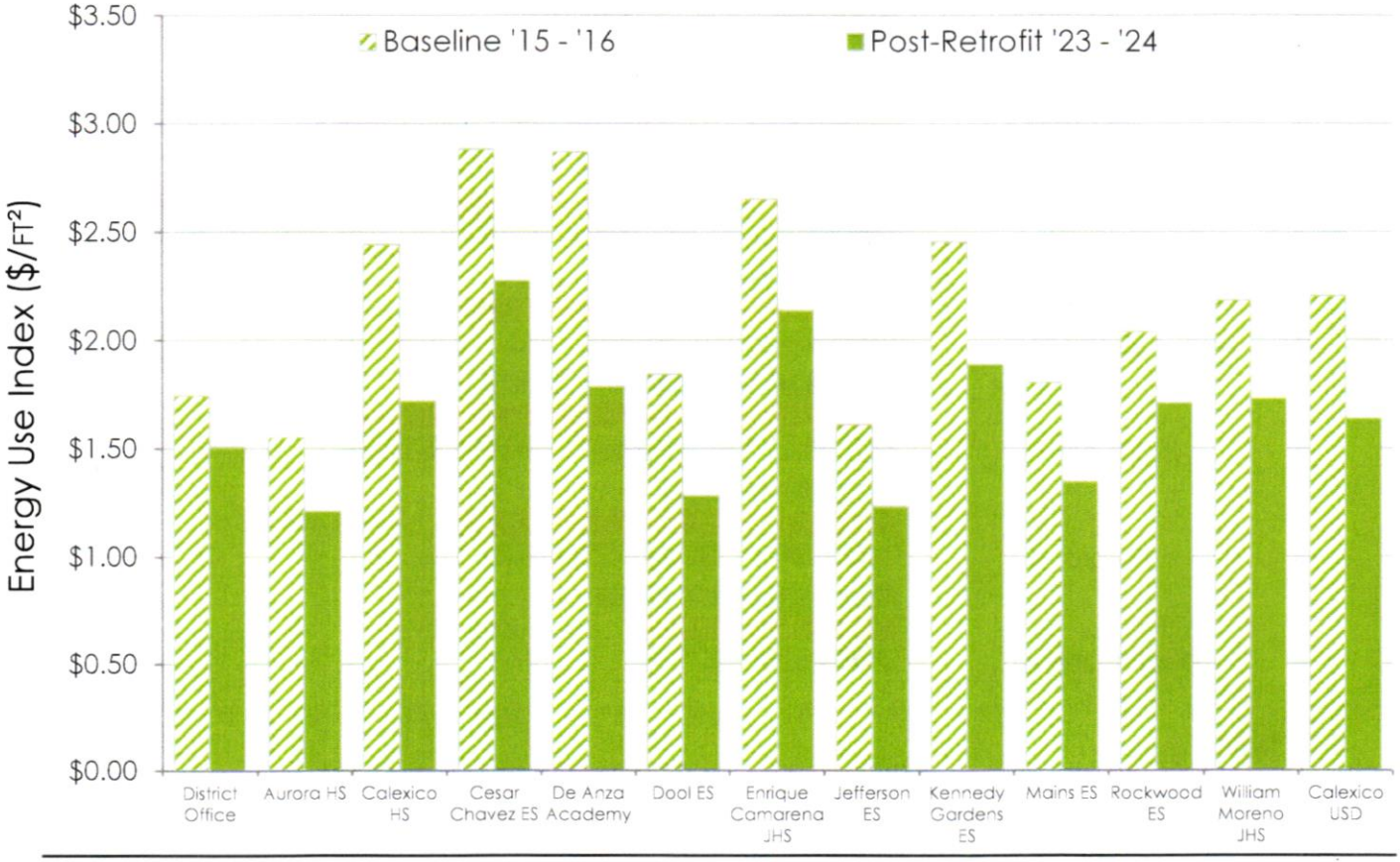
CALEXICO USD

YEAR SIX: APRIL 2023 – MARCH 2024

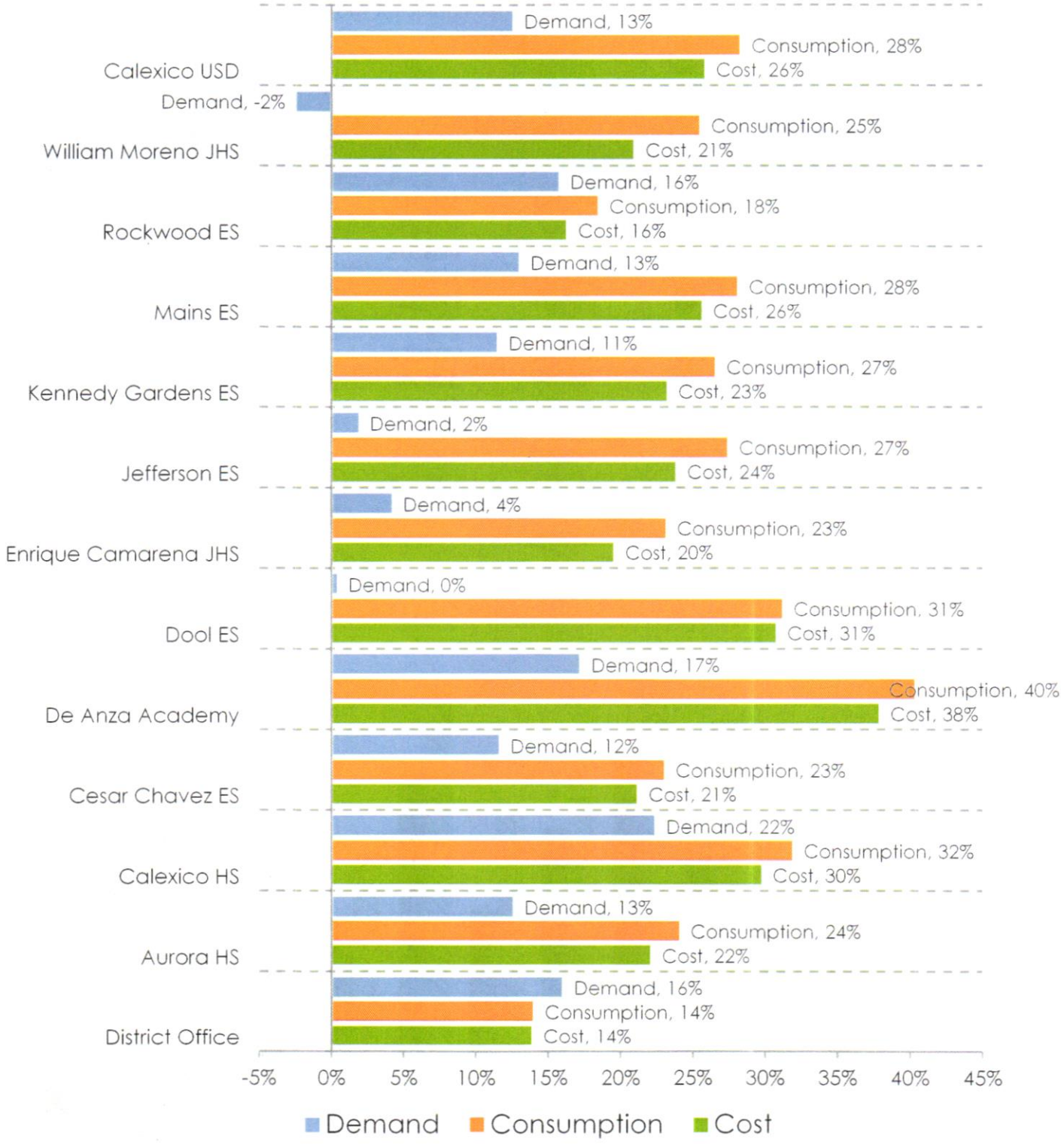
Executive Summary:

As a result of this analysis, it can be concluded that the Calexico USD has met its expected savings performance for the sixth year. It has been verified that significant monthly energy and cost savings have been consistently achieved.

Guarantee Year Six Performance Summary						
Site	Baseline '15-'16 kWh	Post-Retrofit '23-'24 kWh	Baseline '15-'16 Cost	Post-Retrofit '23-'24 Cost	Total Energy Savings	Total Cost Savings
District Office	485,120	417,360	$90,843	$78,254	67,760	$12,590
Aurora HS	936,520	711,306	$176,254	$137,376	225,214	$38,878
Calexico HS	2,530,200	1,724,300	$468,929	$329,607	805,900	$139,323
Cesar Chavez ES	1,116,000	859,415	$200,100	$157,822	256,585	$42,278
De Anza Academy	1,600,400	955,637	$298,541	$185,642	644,763	$112,899
Dool ES	526,740	362,680	$98,658	$68,369	164,060	$30,289
Enrique Camarena JHS	547,200	420,800	$104,352	$83,988	126,400	$20,364
Jefferson ES	533,360	387,360	$99,881	$76,136	146,000	$23,744
Kennedy Gardens ES	592,000	435,001	$114,163	$87,710	156,999	$26,453
Mains ES	583,360	419,681	$111,253	$82,796	163,679	$28,457
Rockwood ES	587,920	479,650	$113,413	$94,991	108,270	$18,421
William Moreno JHS	1,122,990	837,360	$207,719	$164,337	285,630	$43,382
Totals:	11,161,810	8,010,551	$2,084,105	$1,547,028	3,151,260	$537,076

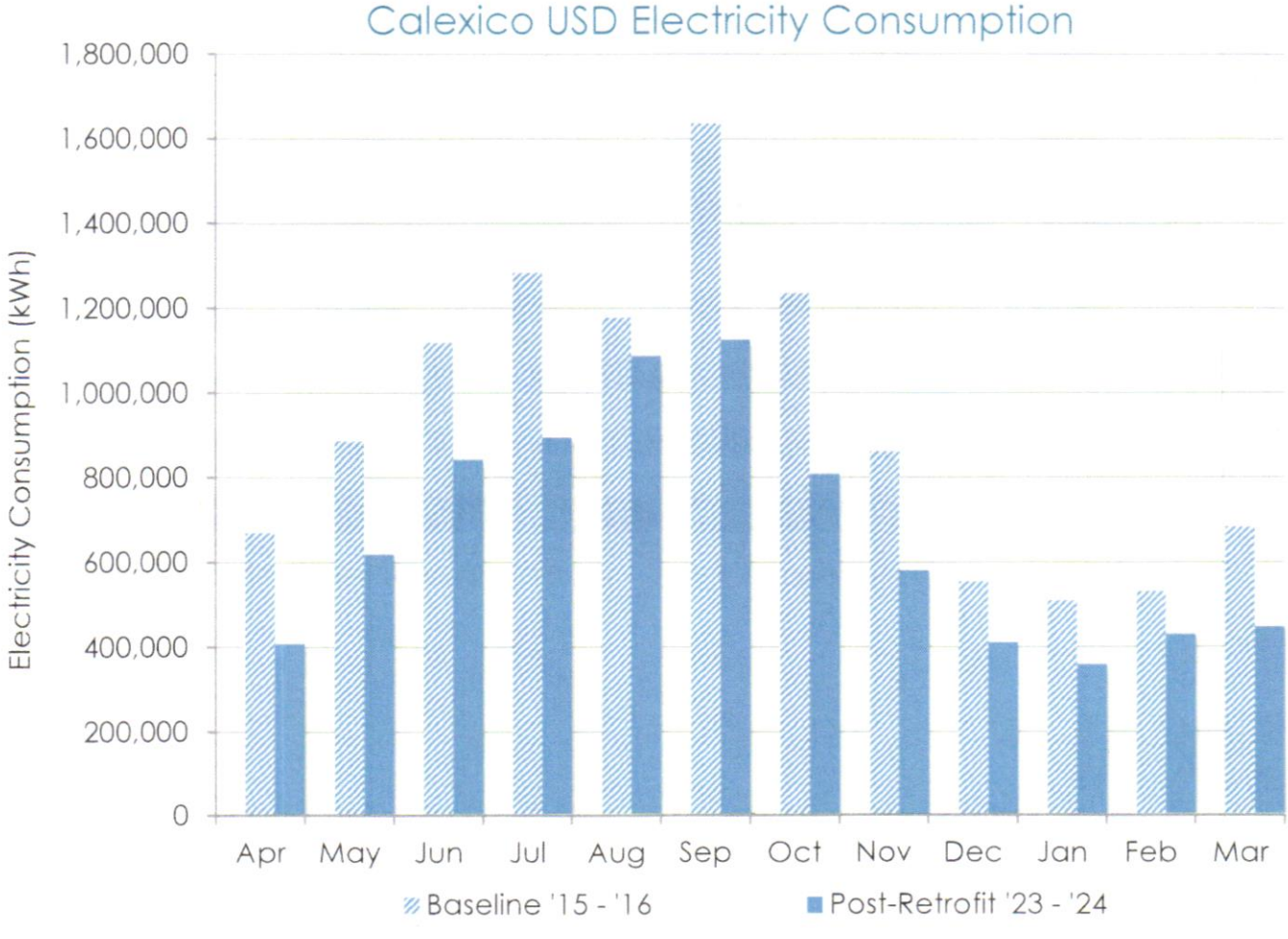


Year Six Energy Savings %



Baseline Energy Profile		
Bill Period	Energy Consumption (kWh)	Energy Expense ($)
Apr-16	671,170	$129,123
May-16	887,610	$166,813
Jun-16	1,120,060	$209,344
Jul-15	1,284,980	$234,088
Aug-15	1,178,280	$214,396
Sep-15	1,637,270	$295,610
Oct-15	1,237,150	$228,735
Nov-15	862,530	$164,582
Dec-15	555,420	$107,380
Jan-16	510,680	$99,449
Feb-16	532,400	$103,389
Mar-16	684,260	$131,197
Totals:	11,161,810	$2,084,105

Post-Retrofit Energy Profile		
Bill Period	Energy Consumption (kWh)	Energy Expense ($)
Apr-23	408,180	$81,776
May-23	618,900	$120,449
Jun-23	841,990	$158,691
Jul-23	894,420	$167,931
Aug-23	1,086,960	$201,511
Sep-23	1,125,110	$210,903
Oct-23	807,710	$154,881
Nov-23	580,250	$115,452
Dec-23	410,620	$84,499
Jan-24	359,090	$75,763
Feb-24	429,891	$86,157
Mar-24	447,428	$89,016
Totals:	8,010,551	$1,547,028



Calexico USD Energy Guarantee History					
Category	Date Range	Energy (kWh) Savings		Cost Savings	
		Estimated	Achieved	Guaranteed	Achieved
Energy Savings Construction	Sep'17 - Mar'18	-	794,230	$0	$100,582
Energy Savings Year 1	Apr'18 - Mar'19	2,326,047	3,031,590	$137,434	$411,180
Operational Savings Year 1	Apr'18 - Mar'19	-	-	$118,241	$118,241
Energy Savings Year 2	Apr'19 - Mar'20	2,326,047	3,613,970	$137,434	$453,870
Operational Savings Year 2	Apr'19 - Mar'20	-	-	$118,241	$118,241
Energy Savings Year 3	Apr'20 - Mar'21	2,326,047	4,024,502	$137,434	$521,528
Operational Savings Year 3	Apr'20 - Mar'21	-	-	$118,241	$118,241
Energy Savings Year 4	Apr'21 - Mar'22	2,326,047	3,488,740	$137,434	$496,493
Operational Savings Year 4	Apr'21 - Mar'22	-	-	$118,241	$118,241
Energy Savings Year 5	Apr'22 - Mar'23	2,326,047	2,621,809	$137,434	$385,152
Operational Savings Year 5	Apr'22 - Mar'23	-	-	$118,241	$118,241
Energy Savings Year 6	Apr'23 - Mar'24	2,326,047	3,151,260	$137,434	$537,076
Operational Savings Year 6	Apr'23 - Mar'24	-	-	$118,241	$118,241
Cumulative Guarantee Performance Status:		13,956,282	20,726,101	$1,534,050	$3,615,327

Operational Conditions Impact Summary			
Year Six	kW	kWh	Cost
Gross Annual Energy Variation- As metered annual variation	5,665	3,151,260	-$86,154
Utility Rates- Impact of changes in utility pricing tariffs	-	-	$623,230
Weather - Impact of changes in local weather conditions	-	-	$0
Facility Area & Shell- Impact of changes in conditioned square footage	-	-	$0
HVAC Parameters- Impact of changes in HVAC settings and runtimes	-	-	$0
Lighting Parameters- Impact of changes in lighting load and runtimes	-	-	$0
Miscellaneous Equipment Parameters- Impact of changes in IT and plug loads	-	-	$0
M&V Options A & B - Savings validated using isolated ECM analysis	-	-	$0
ECM Installation- Net impact of ECM installations	5,665	3,151,260	$537,076

All Baseline Adjustments are made in accordance to the International Performance Measurement and Verification Protocol (IPMVP EVO 10000-1:2022).
All sites electric savings are validated according to IPMVP Option C. Other IPMVP protocols may be applied as appropriate in the future.

Measurement and Verification Boundary				
Location	Utility	Account #	Meter #	Tariff
District Office	IID	50029528	AS5D3-253DKS-10196	GS
District Office	IID	50031187	IID-5D3DKS-100096	GS
District Office	IID	50201224	IID-5Y3DKS-100500	GS
Aurora HS	IID	50029647	IID-5Y3DKS-101330	LGS
Aurora HS	IID	50029343	IID-5Y3DKS-100458	GS
Aurora HS	IID	50029566	IID-5Y3DKS-102215	GS
Calexico HS	IID	50029413	IID-5Y3DKS-101356	LGS
Calexico HS	IID	50029405	IID-5Y3DKS-101343	LGS
Calexico HS	IID	50029386	AS5Y3-322DKS-10483	LGS
Calexico HS	IID	50029397	AS5Y3-318DKS-10478	LGS
Calexico HS	IID	50029656	IID-5Y3DKS-101061	GS
Calexico HS	IID	50029573	AS5YS-323DKS-10484	GS
Calexico HS	IID	50426006	IID-5Y3DKS-102028	GS
Calexico HS	IID	50143929	AS5Y3-248DKS-10403	GS
Calexico HS	IID	50172850	IID-2B6DKS-100236	GS
Cesar Chavez ES	IID	50221114	IID-5Y3DKS-101408	LGS
De Anza Academy	IID	50029479	AP5Y3-8DKS-10029	LGS
De Anza Academy	IID	50029582	IID-5Y3DKS-100676	LGS
De Anza Academy	IID	50199556	IID-5Y3DKS-100222	GS
De Anza Academy	IID	50029470	IID-5Y3DKS-101047	GS
De Anza Academy	IID	50029589	IID-5Y3DKS-102236	GS
Dool ES	IID	50029450	AS5Y3-382DKS-10457	GS
Dool ES	IID	50029459	IID-5D3DKS-100340	GS
Dool ES	IID	50029597	IID-2B6DKS-100360	GS
Dool ES	IID	50172852	AS2B5-95DKS-10503	GS
Enrique Camarena JHS	IID	50339350	IID-5Y3DKS-101951	LGS
Jefferson ES	IID	50558818	IID-5Y3DKS-101023	LGS
Jefferson ES	IID	50029666	IID-2B6DKS-100650	GS
Jefferson ES	IID	50377410	IID-5Y3DKS-101059	GS
Kennedy Gardens ES	IID	50029509	AS5Y3-306DKS-10465	LGS
Kennedy Gardens ES	IID	50029679	AS5Y3-90DKS-10716	LGS
Mains ES	IID	50029501	IID-5Y3DKS-101358	LGS
Mains ES	IID	50029697	AS5Y3-292DKS-10451	GS
Mains ES	IID	50358520	IID-5Y3DKS-102242	GS
Mains ES	IID	50029642	IID-2B6DKS-100150	GS
Rockwood ES	IID	50029365	IID-5Y3DKS-100870	LGS
Rockwood ES	IID	50029354	IID-5DY3B-200581	GS
Rockwood ES	IID	50238123	IID-5Y3DKS-100627	GS
Rockwood ES	IID	50641433	IID 5Y3DKS-102954	GS
William Moreno JHS	IID	50086830	IID-5Y3DKS-101357	LGS
William Moreno JHS	IID	50172581	AS5Y3-310DKS-10470	LGS

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