



September 27, 2022

Nick Kordesch  
City of Oakland  
1021 81<sup>st</sup> Ave  
Oakland, CA 94621

Dear Nick,

Please accept this letter as a commitment offer for the incentives quotes on behalf of PG&E Government/K-12 program as administered by Willdan Energy Solutions. The proposed project is on the following page.

This table includes the line item quotes for each site from Enovative Mechanical (Enovative), provided along with this letter. This table also includes the incentive funds that PG&E, through Willdan as Program Administrator, has committed to this project. This letter guarantees those funds for 45 days, providing time to complete project installation.

I also urge you to decide quickly if you want these projects to proceed in 2022. The PG&E incentives are expected to be fully committed soon.

Throughout the installation a Willdan representative will periodically be there to oversee our subcontractor, Enovative should you have any questions. Enovative will be responsible for the pulling and closing of building permits, if required by the city for their projects. In the attached quotes are itemized additional items which they will be responsible for.

If there are any questions, please contact me. Because the projects are fully incentivized, Willdan will be paying all funds directly to the installation contractor. Signing the forms we have sent you is all we need to move the project forward. Please let me know if there is an expected delay in signature approval.

Thank you in advance for participating in the PG&E Government K-12 Program.

Sincerely,

A handwritten signature in black ink, appearing to read 'TKouris', written in a cursive style.

Thomas A. Kouris  
Willdan Energy Solutions





# Program Participation Agreement

**Thank you for participating in Willdan’s Government and K-12 Schools Program. Follow the 3 steps below to get started.**

**Step 1:** Submit this PPA and pre-installation application to Willdan before commencing installation of energy efficiency measures

**Step 2:** Willdan (“Implementer”) will review the application and issue a Notice to Proceed (NTP)

**Step 3:** After receiving a NTP, proceed with the installation of measures and then submit the post-installation application (includes Project Certification Form, invoices, calculations, photos, cut sheets, and W-9 form)

### Site Information

Site or Building Name:                      Site Contact Name:                      Site Contact Phone:                      Site Contact Email:

Site Address (if multiple, provide full list in an attachment):                      Mailing Address:

### PG&E Account Information

Account Holder Name:                      Interval Meter? (Y/N):

Electric Service ID#:                      Gas Service ID#:

### Project Estimates

Estimated Total Project Cost:                      Estimated Total Incentive<sup>1</sup>:

Estimated Project Completion Date:

### Measures - From Project Feasibility Study

EEM NO.	Measure Description	Electricity Savings (kWh)	Demand Savings (kW)	Gas Savings (Therms)
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*Program representatives have developed detailed calculations for proposed measures using industry standard tools, including building modeling software as required. All measures included as part of this program participation have been screened for cost-effectiveness eligibility through a TRC analysis.*

### Incentive Payment - If Incentives Apply. Payee Must Have W-9 On File With The Program.

Make Incentive Payable To:                      Payee Type:                      Notes (Attention To, etc.):

Incentive Mailing Address:                      State:                      Zip Code:                      Telephone:

<sup>1</sup> See terms & conditions sections 9 & 11: funds are subject to change, first-come, first-served and are not guaranteed.



**Customer agrees to implement its project (“Project”) subject to these Program Application Agreement Terms and Conditions (“Project Application Agreement”).**

1. **AUTHORITY.** Customer represents and warrants it has the Project Site owner’s permission to implement the Project.
2. **ELIGIBILITY REQUIREMENTS.** Eligibility requirements for Projects seeking to participate in Programs must be for a non-residential use and the Project’s meter is charged the public purpose fund surcharge. Project implementation is subject to all California Public Utility Commission (CPUC) regulatory mandates, the Program Project’s rules and policies which may change without notice, (Statewide Customized Offering Procedures Manual, PG&E’s Platform Rulebook, CPUC NMEC Rulebook) individually and collectively, the (Program Manual), Project measures have not been replaced within the last five years, and any other eligibility requirements as required by PG&E.
3. **WORKFORCE STANDARDS AND INCENTIVES FOR HVAC AND LIGHTING CONTROL MEASURES.** Projects that receive an incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding \$3,000 and/or for lighting control (LC) measure exceeding \$2,000, prior to these measures being installed, modified or maintained, each technician rendering such work is required to provide their applicable qualification documentation and must have for at least one of the following: (a) Completed an accredited HVAC apprenticeship. (b) Is enrolled in an accredited HVAC apprenticeship. (c) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the CA Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed. (d) Has a C-20 HVAC contractor license issued by the CA Contractors State Licensing Board; and for LC Measures the person doing the work must produce an installer certification from the CA Advanced Lighting Controls Training Program.
4. **PROJECT APPROVAL AND PRODUCT QUALIFICATION.** Projects may be required to receive written Project Approval in accordance with the applicable requirements in the Program Manual, which can include the CPUC Energy Division (ED) review and approval for the Project. Until approved, Projects must not remove any existing Project equipment/systems, pre-ordering, purchasing, or installing any equipment. Equipment leased, rebuilt, rented, received from warranty or insurance claims, exchanged, or won as a prize; new parts installed in existing equipment; or resale products do not qualify.
5. **PROJECT DESIGN, FEASIBILITY, INSTALLATION AND PERMITS.** If applicable, PG&E may review the design, construction, operation or maintenance of the Project which does not constitute any guarantee or representation as to the economic or technical feasibility, operational capability, or reliability of the Project measures. Project design, feasibility, installation and acquiring permits to implement Customer’s Project is between and the Implementer, the contractor performing the work to implement Customer’s project, if any, and Customer. PG&E shall have no responsibility whatsoever to be responsible for, and under no circumstances be required to obtain any necessary Project permits, materials, labor, costs to develop the Project’s scope, final design, acquire bids, hire appropriate licensed contractor(s), verify applicable workforce standards, technical and operational Project feasibility, and other related cost and fees to implement the Project.
6. **PROJECT INSTALLATION DEADLINE.** Projects must be completed and fully operational no later than one year from the Project Approval Date.
7. **ACCESS AND INSPECTIONS OF PROJECT SITE.** Project inspections, its baseline and performance measurements, are required to be verified upon the Project’s completion to determine the final incentive amount to be paid. Customer agrees to provide access to PG&E, its agents and the CPUC to perform these tasks and others such as, Project inspection of pre and post installation equipment to review the existing/baseline energy use measurements.
8. **PROJECT MATERIAL OR SCOPE CHANGES.** If the Project scope or Site conditions materially change or there occurs any non-routine events (i.e. Project site size change, use of additional heating and cooling loads, longer or shorter operating hours), during implementation or after completion impacting the Project energy saving benefit, Customer shall promptly prepare a written detailed narrative about such event(s) or modifications.
9. **CALCULATION OF THE PROJECT INCENTIVE.** Project incentives are paid based on the verified energy savings. The Project incentives, energy savings projections and installation costs on this or related to this Project Application Agreement are ESTIMATES only and may vary upon verification of the completed Project’s energy savings. Incentive payments shall only be paid on Projects that exceed California code or standard practice. The applicable code or standard practice for the Projects is the code or standard practice in place when the Project measure equipment either was installed or altered as defined under Title 24. Implementer and PG&E shall validate the Project’s baseline, verify the Project’s actual energy savings, and determine the Project’s incentive to be paid, in compliance with the Project’s relevant Program Manual.
10. **CUSTOMER’S WITH SELF GENERATION CAPABILITIES.** For customers with an existing onsite cogeneration or self-generation, incentives for energy savings in these instances are incentives are limited to and can not exceed the customer cost of kw, kwh, or therms delivered to or purchased by Customers as measured by the utility meter for the previous 12 months usage, from the time of project submittal for review.
11. **INCENTIVE FUNDING.** Incentives are paid on a first-come, first-served basis until depleted and are provided as directed by the CPUC. Incentives may not exceed Project costs.
12. **CUSTOMERS WITH NON-PG&E ENERGY SUPPLY.** If non-PG&E supply, i.e. generation or deliveries from another commodity supplier, is involved, incentives are paid based only on the energy savings reflected on the electric grid or natural gas system, as solely determined by PG&E.
13. **PROJECT CERTIFICATIONS.** Customers receiving incentives for energy efficiency measures are required to submit a written certification as set forth in CA Public Utilities Code Section 399.4 b(1) and (2) which states in relevance; “prior to receiving any Project Incentive payment, the recipient of the Incentive must certify the Project is complete and complied with applicable permitting and licensing requirements, any contractor performing the Project’s work was a licensed contractor”. Code also requires for HVAC Project measures to submit proof the permit is closure.
14. **PROJECT COMPLETION SUBMITTAL DOCUMENTATION.** To issue an incentive, all relevant and applicable documentation must be submitted involving Project paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, Project Certifications, Project final engineering calculations and related documentation used to substantiate the Project’s energy savings, proof of HVAC permit closure, and other documentation required in the Project’s relevant Program Manual(s) and requested by PG&E.
15. **ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION.** Project incentives are made in consideration of PG&E Ratepayers receiving 100 percent of the related energy savings benefit over the life of the completed Project or 5 years, whichever is less. Projects not delivering the 100 percent of its energy savings benefit, Customer shall be responsible to refund PG&E a prorated amount of the Project Incentive for the

time PG&E did not receive the Project's energy savings. The prorated will be off-set against any amounts due or be payable within 30 days of notification.

16. CPUC DISCLOSURE AND RIGHTS. These terms and conditions can be modified anytime by the CPUC. All Projects are reviewed and approved by CPUC ED staff and Project results, reports, energy usage data, or other related documentation shall be made available to the CPUC upon request. Customer will receive notice of material changes via mail, fax transmission, or email at the address provided in this Project Application Agreement.
17. TERM AND TERMINATION. This Project Application Agreement is effective upon Customer's signature and expires when PG&E receives 100 percent of the Project's energy saving, unless terminated earlier. If this Project Application Agreement is terminated due to Customer's breach of its obligations or as directed by the CPUC, Implementer and PG&E shall not be liable for any damages or claims arising from such termination.
18. SAFETY AND COMPLIANCE WITH ALL LAWS. Customer and Implementer agree all Project equipment installation and work performed must comply with all federal, state laws, safety requirements and applicable manufacturer instructions.
19. NO WARRANTY AND DISCLAIMER. PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED RELATED TO THE PROJECT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING THE ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
20. NO OBLIGATION. California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa. Este programa a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).
21. MISREPRESENTATION. All Project information provided must be true and correct. Information determined to be fraudulent or misleading will result in Customer's Project being disqualified, and this Project Application Agreement being terminated.
22. LIMITATION OF LIABILITY. PG&E and Implementer shall not be liable for any costs due to a Project's estimated versus actual energy savings related to the Project Incentive to be paid, Project savings that did not materialize, Project cancellation or implementation cost increase for any reason. In no event shall PG&E, Implementer or Customer be liable for any special, incidental, indirect, lost profits, or consequential damages arising from or related to Customer's Project.
23. ADVERTISING AND USE OF PG&E'S NAME. Implementer and Customer agree not to use each other's name. PG&E's name or identifying characteristic of customer's Project Site in any published materials absent the written approval of such respective party.
24. ASSIGNMENT. No part of this Project Application Agreement may be assigned by Customer without Implementer's written consent, unless the assignment is for the sale of the Project Site.
25. PROJECT SITE SALE. Customer agrees to include these Project obligations under the Project Application Agreement, if still required, as part of a sale or rental agreement involving the Project Site for purposes of assigning the Project to be continued and completed accordingly.
26. NO DOUBLE DIPPING. Customer represents they have not received within the last five years and will not for five years thereafter seek an EE incentives or rebates offered by PG&E, other Program Administrators, state or local agencies for the Project measures/services under this Project Application Agreement.
27. TAX LIABILITY. Customer acknowledges that receipt of any incentive pursuant to this Project Application Agreement may result in taxable income to the Customer, even if Customer does not directly receive the incentive payment. Customer is solely responsible for payment and reporting any tax liability arising from the incentive paid and should consult with their tax advisor.
28. TOXIC MATERIALS. PG&E and Implementer shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure to hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic substances.
29. GOVERNING LAW. This Application shall be construed in accordance with the laws of the State of California and exclusive jurisdiction and venue of the federal and state courts of San Francisco, California to resolve any disputes.

### Customer Signature

Customer acknowledges and agrees that Customer is eligible to participate and receive any Program incentives. Customer has reviewed and agrees to be legally bound by the attached Program terms and conditions which includes, but is not limited to, not removing any existing equipment or systems and/or purchasing or installing any Project energy efficiency measures, until Customer receives a written Project Approval.

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Customer Representative (print)

Signature

Date





## City of Oakland and Willdan PG&E Heat Pump/Hot Water Electrification Program Side Letter Agreement

The City of Oakland agrees to participate in the Willdan GK12 Program subject to this side letter and subject to Oakland City Council approval. The Council is expected to hear this matter at its \_\_\_\_\_ meeting.

Pending a final site visit confirming each facility's infrastructure needs, the City and Willdan, and their contractors, hereby agree that:

Upon completion of work, all city infrastructure to be in equal or better condition than originally documented.

All work to be installed and constructed per current City of Oakland, State and Federal codes.

All required permits shall be paid for, pulled and finalized by Willdan and its subcontractors.

Willdan shall submit all necessary paperwork to PG&E, or any other required agency, to ensure program compliance and permit closure.

Fire stopping is required at all penetrations.

Should the program energy savings benefit not materialize as guaranteed by Willdan, and should PG&E try to collect on those charges, Willdan shall pay and be responsible for any and all costs charged back to the City by PG&E.

Willdan guarantees that there shall be zero cost to City of Oakland for the purchase and installation of all material, labor and equipment.

Willdan and their contractors shall provide to the City all operating manuals and other pertinent information for all products installed.

The City requests the ability to promote this program's benefit to the public. The City requests the assistance of PG&E's advertising representative to develop mutually agreed upon media information.

The City is not aware of any other EE program(s) that it has participated in that would constitute "double dipping", however, it will not guarantee that it has not participated in another program that may meet this criteria in the last five years.

Only new heat pump hot water heaters, installed by Willdan and their contractor, shall be interconnected with PG&E's Flex Saver Program. No other City equipment or device shall be "connected" or modified for PG&E demand response as part of this program.

Sincerely,

A handwritten signature in black ink that reads "Lou Jacobson".

Lou Jacobson | Senior Program Manager

Willdan | *Comprehensive. Innovative. Trusted.*

Cell: 707.273.2036 | [ljacobson@willdan.com](mailto:ljacobson@willdan.com)

(800)346-6160 - 24/7/365 | 340 S. Lemon Ave. #5425, Walnut, CA 91789 | [www.enovative.com](http://www.enovative.com)

Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For : **Oakland Libraries** Location : **1021 81st Ave. Branch**  
Proposed By : **Brian Cizmar** City : **Oakland**  
Customer : **Willdan** Zip :

Enovative proposes the following scope of work for your review & approval:

**80-GALLON HEAT PUMP WATER HEATER**  
OAKLAND LIBRARIES - 1021 81ST AVE. BRANCH

Turn-key removal of existing gas-fired water heater and replacing with new **80-gallon RUUD PROUH80 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - \$8,075.80**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- Single gang box
- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance
- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - \$400.00**
  - ADD ON: ELECTRICAL RUN - \$400.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

**Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.**

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

**TOTAL COST FOR ABOVE STATED SCOPE OF WORK:** \$ 8,475.80

Customer:

By :	Date :
Name :	

## Terms and Conditions

**These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.**

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work -

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims

permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties.** EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES, in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

(800)346-6160 - 24/7/365 | 340 S. Lemon Ave. #5425, Walnut, CA 91789 | [www.enovative.com](http://www.enovative.com)

Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For : **Oakland Libraries** Location : **Rockridge Branch**  
Proposed By : **Brian Cizmar** City : **Oakland**  
Customer : **Willdan** Zip :

Enovative proposes the following scope of work for your review & approval:

**50-GALLON HEAT PUMP WATER HEATER**

OAKLAND LIBRARIES - ROCKRIDGE BRANCH

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - \$6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- Single gang box
- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance
- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - \$700.00**
  - ADD ON: ELECTRIC RUN - \$700.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

**Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.**

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

**TOTAL COST FOR ABOVE STATED SCOPE OF WORK:** \$ 7,254.50

Customer:

By :	Date :
Name :	

## Terms and Conditions

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1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering,

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties.** EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES, in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

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10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For : **Oakland Libraries** Location : **West Oakland Branch**  
Proposed By : **Brian Cizmar** City : **Oakland**  
Customer : **Willdan** Zip :

Enovative proposes the following scope of work for your review & approval:

**50-GALLON HEAT PUMP WATER HEATER**

OAKLAND LIBRARIES - WEST OAKLAND BRANCH

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - \$6,554.50**
  - Water Heater
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- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - \$0.00**

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Payment Schedule : **Net 30 after completion**

**TOTAL COST FOR ABOVE STATED SCOPE OF WORK:**

**\$ 6,554.50**

Customer:

By :	Date :
Name :	

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**These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.**

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-

work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties.** EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES, in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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CSLB 1036688

Prepared For : **Oakland Libraries** Location : **Temescal Branch**  
Proposed By : **Brian Cizmar** City : **Oakland**  
Customer : **Willdan** Zip :

Enovative proposes the following scope of work for your review & approval:

**50-GALLON HEAT PUMP WATER HEATER**

OAKLAND LIBRARIES - TEMESCAL BRANCH

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - \$6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- Single gang box
- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance
- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - \$270.00**
  - ADD ON: ADDITIONAL LABOR FOR FLOOR PENETRATION AND SEALING - \$270.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

**Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.**

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

**TOTAL COST FOR ABOVE STATED SCOPE OF WORK:** \$ 6,824.50

Customer:

By :	Date :
Name :	

## Terms and Conditions

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5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties.** EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES, in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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CSLB 1036688

Prepared For : **Oakland Libraries** Location : **Lakeview Branch**  
Proposed By : **Brian Cizmar** City : **Oakland**  
Customer : **Willdan** Zip :

Enovative proposes the following scope of work for your review & approval:

**50-GALLON HEAT PUMP WATER HEATER**

OAKLAND LIBRARIES - LAKEVIEW BRANCH

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - \$6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- Single gang box
- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance
- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - \$0.00**

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

**Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.**

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

**TOTAL COST FOR ABOVE STATED SCOPE OF WORK:**

**\$ 6,554.50**

Customer:

By :	Date :
Name :	

## Terms and Conditions

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1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting, electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering

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work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

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person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

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8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

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CSLB 1036688

Prepared For : **Oakland Libraries** Location : **Melrose Branch**  
Proposed By : **Brian Cizmar** City : **Oakland**  
Customer : **Willdan** Zip :

Enovative proposes the following scope of work for your review & approval:

**50-GALLON HEAT PUMP WATER HEATER**

OAKLAND LIBRARIES - MELROSE BRANCH

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - \$6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- Single gang box
- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance
- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - \$0.00**

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

**Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.**

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

**TOTAL COST FOR ABOVE STATED SCOPE OF WORK:**

**\$ 6,554.50**

Customer:

By :	Date :
Name :	

## Terms and Conditions

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work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

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person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

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9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

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CSLB 1036688

Prepared For : **Oakland Libraries** Location : **MLK Branch**  
Proposed By : **Brian Cizmar** City : **Oakland**  
Customer : **Willdan** Zip :

Enovative proposes the following scope of work for your review & approval:

**50-GALLON HEAT PUMP WATER HEATER**

OAKLAND LIBRARIES - MLK BRANCH

Turn-key removal of existing gas-fired water heater and replacing with new **50-gallon RUUD PROUH50 T2 RU-375-30 Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - \$6,554.50**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- Single gang box
- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance
- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - \$0.00**

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

**Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.**

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

**TOTAL COST FOR ABOVE STATED SCOPE OF WORK:**

**\$ 6,554.50**

Customer:

By :	Date :
Name :	

## Terms and Conditions

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person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

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CSLB 1036688

Prepared For : **Oakland Libraries**

Location : **Brookfield Branch**

Proposed By : **Brian Cizmar**

City : **Oakland**

Customer : **Willdan**

Zip :

Enovative proposes the following scope of work for your review & approval:

**80-GALLON HEAT PUMP WATER HEATER**

OAKLAND LIBRARIES - BROOKFIELD BRANCH - OPTION 2

Turn-key removal of existing gas-fired water heater and replacing with new **80-gallon RUUD PROUH80 T2 RU-375-30 Heat Pump Water Heater**, including:

• **STANDARD SCOPE OF WORK - \$8,075.80**

- Water Heater
  - Drain, remove, and dispose of existing gas-fired water heater
  - Install new Heat Pump Water Heater specified above
  - New drain pan
  - New earthquake strap
  - New TPR valve and pipe
- Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
  - 16' 3/4" Type L copper pipe
  - 2 Dielectric Unions
  - PVC drain pipe
  - Cap existing gas pipe near water heater connection
  - All other copper, brass, and miscellaneous fittings around water heater location
  - 5' of insulation on Hot and Cold lines attached to water heater
- ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
  - 2-pole switch

- Single gang box
- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance
- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - \$0.00**

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This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

**TOTAL COST FOR ABOVE STATED SCOPE OF WORK:**

**\$ 8,075.80**

Customer:

By :	Date :
Name :	

## Terms and Conditions

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engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties.** EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES, in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

8. **Choice of Law.** The laws of the State of California govern this agreement, notwithstanding Section 6.

9. **Mechanics' Liens.** Contractor reserves the right to place a Mechanic's Lien on the Site as necessary to secure payment. Customer may receive lien notices from Contractor's suppliers as a matter of course.

10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

(800)346-6160 - 24/7/365 | 340 S. Lemon Ave. #5425, Walnut, CA 91789 | [www.enovative.com](http://www.enovative.com)

Los Angeles - Orange Country - Inland Empire - San Diego - Desert Communities

CSLB 1036688

Prepared For : **Oakland Libraries** Location : **Main Library**  
Proposed By : **Brian Cizmar** City : **Oakland**  
Customer : **Willdan** Zip :

Enovative proposes the following scope of work for your review & approval:

**120-GALLON HEAT PUMP WATER HEATER**

OAKLAND MAIN LIBRARY - OPTION 2

Turn-key removal of existing 100-gal gas-fired water heater and replacing with new **119-gallon State Industries Heat Pump Water Heater**, including:

- **STANDARD SCOPE OF WORK - \$17,418.10**
  - Water Heater
    - Drain, remove, and dispose of existing gas-fired water heater
    - Install new Heat Pump Water Heater specified above
    - New drain pan
    - New earthquake strap
    - New TPR valve and pipe
  - Miscellaneous Plumbing. Install the following miscellaneous plumbing materials and equipment pursuant to Manufacturer's recommendations and the 2019 California Plumbing Code:
    - 16' 3/4" Type L copper pipe
    - 2 Dielectric Unions
    - PVC drain pipe
    - Cap existing gas pipe near water heater connection
    - All other copper, brass, and miscellaneous fittings around water heater location
    - 5' of insulation on Hot and Cold lines attached to water heater
  - ELECTRICAL. Install the following electrical materials and equipment as required per manufacturer's recommendation and the 2019 California Electrical Code:
    - 2-pole switch

- Single gang box
- 30-amp breaker
- Run new THHN/similar branch circuit from breaker box to water heater location in rigid EMT pipe up to 20' maximum run distance
- Miscellaneous Items:
  - Permit fees and inspections
  - All labor to complete the standard scope of work
  - Delivery / shipping costs
  - Tax
- **ADDITIONAL SCOPE REQUIRED FOR THIS PROJECT - \$250.00**
  - ADD ON: ELECTRICAL RUN - \$250.00

All work herein will be performed during normal business hours, Monday through Friday. Price includes material, tax, and labor to complete only the above Scope of Work.

**Material are increasing in price on a monthly basis. This quote is good for 30 days ONLY.**

This proposal is subject to Enovative's standard Terms and Conditions, attached, and is good for thirty (30) days.

Payment Schedule : **Net 30 after completion**

**TOTAL COST FOR ABOVE STATED SCOPE OF WORK: \$ 17,668.10**

Customer:

By :	Date :
Name :	

## Terms and Conditions

**These Terms and Conditions together with the Proposal constitute the entire agreement between you and Enovative Mechanical and Energy Services (EMES), CSLB 1036688.**

1. **Scope.** All work performed, will be during EMES's normal working hours. This contract includes all material, tax, and labor only for the services described under the scope of work. The following items are specifically excluded unless included under the scope of work - permits, drawings, roofing, cutting, patching, painting,

5. **Unavoidable Delays and Defaults.** Unavoidable Delays and Defaults. Each party must use reasonable diligence to avoid any such delay or default and to resume performance as promptly as possible after a delay. If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of god, or other cause not the fault of contractor, work done or materials furnished by contractor in restoring the project will be paid by customer.

6. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this agreement shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator. If the parties cannot agree on an arbitrator within ten days of dispute submittal, AAA will

electrical, air balance, concrete, plumbing, engineering, engineering calculations and all structural engineering work. EMES is not liable for damage to parking lots, driveways, or any egress due to crane use or other associated vehicles. EMES will not be liable for protection or removal of any customer machinery and or equipment or vehicles in the path or vicinity of the worked performed.

2. **Warranties.** EMES extends manufacturers' warranties for parts and materials and warrants labor for 30 days unless it is otherwise noted under the scope of work. No liability exists until buyer pays the contract amount in full. The entire warranty will be null and void if the equipment has not been operated or properly maintained correctly.

3. **Payment.** The sum of this contract is payable upon completion unless modified in payment terms above. Buyer agrees to pay penalties on any past due amounts until paid in full. In the event of action for late collections or to foreclose a lien, EMES, in addition to recovery of its claim, shall recover collection, court, and attorney's fees. Preventative Maintenance customer receive 15-day extensions.

4. **Validity.** This contract is not valid unless approved by EMES within 30 days of the proposal date noted on the accompanying project proposal. It is at the option of EMES to honor this quote beyond the 30 days.

select one. Arbitration governed by the laws of California. Arbitration will be based on submittal of documents and an in-person or oral hearing, with no other discovery allowed. The arbitrator will have no authority to award punitive, statutory, or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Attorneys' fees shall not be awarded.

7. **Entirety.** This agreement constitutes the sole and only agreement of the parties to this contract relating to the project and correctly sets forth the rights, duties, and obligations of each to the other as of its date.

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10. **Execution.** Each party whose signature appears on the proposal understands and agrees to these terms and conditions and warrants and agrees that they are authorized and empowered to enter into and execute this agreement for and on behalf of the persons or entities they represent who shall be bound by the terms thereof.

To: PG&E Customers participating in the GK-12 Program for Heat Pump Hot Water heaters

From: Patrick Burgess, Willdan Energy Solutions (PG&E Program Implementor)

Subject: Demand Response

Thank you for your participation in the PG&E GK-12 Program. With the installation of a new electric Heat Pump Hot Water Heater, you have switched from gas to electric which reduces the carbon footprint with reduced greenhouse gas emissions (>30 metric tons Co2 reduction).

With the new heat pump hot water heater, you have accepted incentives which reduced your installation cost. As part of these incentives, you agree to participate in AutoGrid's FlexSaver Program for a minimum of three years. This is a demand response program that will help reduce your electric bill and provides further incentives on an annual basis.

Demand response is necessary in California to help with grid management. When requested by PG&E or Cal ISO (grid management for the state), AutoGrid will turn off your heat pump hot water heater for up to 5 hours typically between the hours of 4-9pm (demand response event). The days selected are generally the hottest days of the year in August and September. The frequency is usually 5-15 times a year.

When these demand response events occur, you will not likely even realize it is happening. Immediately prior to the event, a signal will be sent to your heat pump hot water heater to turn on and heat the water in the tank to a temperature slightly higher than the setting. A drop in temperature is typically 1 degree per hour. By preheating the water prior to the event, any temperature difference should not be noticeable.

As the PG&E GK-12 program is for municipal and federal governments, along with schools, most buildings will be closing shortly after these demand response events begin. You should expect minimal impacts, unless you have significant use (use exceeding the unit storage capacity) during these evening hours.

Additionally, we can work with you on programming your controller to save energy during non-work hours. We also reserve the right to replace your controller to improve functionality.

The attached contract will need to be signed prior to installation. The contract also outlines the potential for future payments from AutoGrid for your continued participation.

AutoGrid FlexSavers Program: Demand Response Agreement

With the installation of your new Heat Pump Hot Water Heater, you agree to participate in AutoGrid FlexSavers demand response program for three years. As a participant, you may receive additional revenue for system performance and to continue beyond the three-year demand response commitment you have made with the heat pump hot water heater installation.

PG&E’s program is currently through the end 2023, with the option to extend your participation beyond the initial period. During this time, you allow occasional control of your Heat Pump Water Heater during the hours of 4pm to 9pm on weekdays. When requested by PG&E, your HPWH will be remotely instructed to curtail reheating the water.

These events will last between 1-5 hours each time, will not occur more than three times a week, and will happen between 5 to 15 times during the year.

**Please fill the following information:**

First and last name of PG&E account holder	City of Oakland (Nick Kordesch, contact)
Email	<a href="mailto:nkordesch@oaklandca.gov">nkordesch@oaklandca.gov</a>
Street address where the Connected Device is located	1021 81st Ave, Oakland, CA 94621
Mailing address if different from above	
Either your PG&E (or CCA) account number (from your bill) If CCA please indicate which	Gas Service: 0522279263
Connected Device manufacturer and model	Provided after installation by Willdan
Device ID (from Skycentrics)	Provided after installation by Willdan

Address and Connected Device information will only be used by Willdan, AutoGrid and PG&E to verify your account, and by AutoGrid to remotely control the HPWH. It will not be shared with any other company at any time. At the conclusion of the program, all the data collected will be erased by Willdan and AutoGrid.

By signing this document, you agree to participate in the above program, and you have reviewed the terms and conditions of PG&E and AutoGrid, listed below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*See Terms and Conditions\**

Please complete the enrollment here by clicking on the link below, or scanning the QR code with your smart phone

<https://eaisystems.autogridflexsaver.app/>



## Terms and Conditions of PG&E & AutoGrid Flex Saver Program

Welcome to AutoGrid's FlexSavers Program. With AutoGrid's Energy Savers Program, your help strengthen California's electricity grid and lower the chances of an outage.

These Terms and Conditions (the "Terms and Conditions") apply to participants in PG&E FlexSavers, and are between you and AutoGrid Systems, Inc. ("AutoGrid"). The FlexSavers Program, managed by AutoGrid on behalf of PG&E, will make changes to your Connected Device's operations in response to requests from PG&E. As a participant in the FlexSavers Program, you acknowledge and agree that your use of your Connected Device and your participation in the FlexSavers Program are subject to these Terms and Conditions.

### **Customer Agreements**

You agree to participate in the FlexSavers Program, and you agree to allow AutoGrid to coordinate with your Connected Device's manufacturer and/or provider to remotely control the Connected Device during the term of the FlexSavers Program, from January-1-2022 to December-31-2023 (the "Term"). Alternatively, AutoGrid may send you text messages to occasionally change the setting on your Connected Device. You authorize AutoGrid to request and access your personally identifiable information related to the Connected Device, including data on usage ("Data"). You agree to keep the Connected Device connected to PG&E's electric service during the Term at your sole cost and expense. You agree to occasionally receiving text messages from AutoGrid - your mobile provider's standard rates for receiving text messages will apply.

You agree to participate in a demand response program for three years. The FlexSavers program has a current end date of December 31-2023. Should that program not be extended, you will roll over into another demand response program with the same parameters to complete the three-year term.

### **Usage During an Outage**

Whenever there is an outage - whether that outage is planned for maintenance, a shutdown for wildfire prevention, or an emergency on the grid - your system will operate as it would normally. Your system will not be used in the FlexSavers Program during an outage or before a planned outage.

### **Incentives**

You acknowledge that AutoGrid may receive all credits, rebates, environmental attributes, solar renewable energy credits, or other payments or offsets (the "Benefits") that are attributable to the FlexSavers Program. All Benefits will be the sole property of and transferable by AutoGrid.

Should the system be utilized by PG&E for events, there is a potential for additional incentive. At the conclusion of your three-year enrollment in the demand response program, you may also be offered incentive to remain in the program. The incentive will be in the form of a rebate, at AutoGrid's sole discretion, which will not be exchangeable for PG&E statement credit. You are solely responsible for compliance with federal, state, and local tax and other laws, and any costs associated with accepting and using the Rebate.

**Termination**

You agree that AutoGrid may suspend or terminate your participation in its FlexSavers Program at any time and without prior notice, for any reason or no reason, including if AutoGrid believes you have breached any provision of these Terms and Conditions. If you suspend or terminate your participation in the FlexSavers Program for any reason during the Term, including by disconnecting the Connected Device, you will be ineligible to receive the Rebate.

**Communications**

If you have opted to receive FlexSavers Program communications from AutoGrid, you are responsible for keeping your email address updated with AutoGrid by emailing [customer-service@energyaisystems.com](mailto:customer-service@energyaisystems.com) or by calling 1-888-292-0502. In the event that your email address has changed, is not functioning properly, or is no longer valid, you may not receive FlexSavers Program communications from AutoGrid.

**Disclaimer**

AutoGrid makes no representations or warranties with respect to the FlexSavers Program or AutoGrid's services hereunder, and AutoGrid expressly disclaims any and all representations and warranties, express or implied, with respect to the same, including, without limitation, merchantability and fitness for a particular purpose.

**Indemnity; Limitation of Claims**

Except to the extent prohibited under applicable law, you hereby release AutoGrid and its affiliated entities and their respective directors, officers, employees, and representatives (collectively, the "Indemnitees") from, and agree to defend, indemnify and hold harmless the Indemnitees from and against, all claims, damages, losses, costs and expenses (including attorneys' fees) arising out of any violation of these Terms and Conditions by you. AutoGrid reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with AutoGrid's defense of those claims.

You must contact AutoGrid within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any claim based upon such event, facts, or dispute.

**Data Usage and Disclosure**

AutoGrid may use Data for the following purposes (in each case to the extent permitted by applicable law): (1) to operate, maintain, provide, and enhance the FlexSavers Program; (2) for AutoGrid's internal purposes, including, without limitation, research and development, improvement of AutoGrid's product and service offerings, and creation of new product and service offerings; (3) to customize content and communications AutoGrid may provide to customers; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).

AutoGrid will not disclose Data to any third parties other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide AutoGrid products or services to you (including working with third-party service providers who may assist AutoGrid in collecting, hosting, maintaining, analyzing, or

otherwise processing Data for AutoGrid); (3) if required to do so by any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if AutoGrid believes, in good faith, disclosure is appropriate or necessary to (a) take precautions against its own liability, (b) protect AutoGrid or others from fraudulent, abusive, or unlawful uses or activity, (c) investigate or defend against any third-party claims or allegations, (d) protect the security or integrity of AutoGrid's services and any facilities or equipment used to make such services available, or (e) protect AutoGrid's property or other legal rights (including, but not limited to, enforcement of AutoGrid's agreements), or the rights, property, or safety of others; (5) to AutoGrid's assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers, and other third parties AutoGrid uses to support its business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which AutoGrid discloses it to them; and (7) for any purpose for which you have provided your express consent.

#### **Arbitration**

By accepting these Terms and Conditions, you hereby waive the right to a trial by jury or to participate in any class action or representative proceeding, and you agree that any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be held in the County of San Francisco, California. You and AutoGrid shall jointly request that the appointed arbitrator administer the arbitration efficiently and, if possible, issue a decision within six (6) months from the date the arbitrator is appointed. The arbitrator's award shall set forth both the legal and factual basis of the award.

#### **Attorneys' Fees and Costs**

If either you or AutoGrid initiates arbitration or any legal proceeding to enforce its rights under these Terms and Conditions, the prevailing party shall be entitled to an award of reasonable attorneys' fees, reasonable expert fees, and costs and expenses actually incurred.

#### **Governing Law**

These Terms and Conditions are governed by and construed under the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. You and AutoGrid hereby submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for resolution of any lawsuit or court proceeding permitted under these Terms and Conditions.

Email : [customer-service@energyaisystems.com](mailto:customer-service@energyaisystems.com)

Phone : [1-888-292-0502](tel:1-888-292-0502)

[Privacy Policy](#)

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