



Willdan Energy Solutions - Energy Efficiency Program

Customer-Implementer Agreement

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

This Customer-Implementer Agreement applies exclusively to the energy efficiency program in which the customer is enrolling. After signing the Willdan Services Request Form, the Implementer (Willdan) will identify Customer's enrollment options, the Measure, the price and the billing cycle. This information, together with an estimated date the Measure will be installed, any installation requirements or requirement to effectuate the Measure, any inspection rights or other rights of SCE, the QA/QC engineer or other third party with respect to Customer's premises and each Measure will be included in the project Pre-Installation Package. Measure means a service, product, or behavior whose installation and operation, or effectuation, as applicable, at a Customer's premises results in a reduction in the Customer's onsite energy or capacity use, compared to what would have happened without the service or product installation.

CUSTOMER INFORMATION

Company Name:		
Site Address:		
Primary Contact Name:	Phone:	Email:
Secondary Contact Name:	Phone:	Email:
SCE Service Account Number(s):		
Service Account Address:	Program Enrollment Date:	
Installer's Company Name (if known):		
Willdan Customer Contact:	Phone:	Email:

Call Center Phone Number: 844-720-3888
Call Center Hours: 6 am – 5 pm PT
Email Address: CEEP@willdan.com

Please Note: Willdan's customer service department will respond to Customer inquiries within two (2) business days after a Customer request.

Project Details:

Total Project Cost:
Total Incentive (if applicable):
Total Technical Assistance (if applicable):
Estimated Installation Date (if known):

Customer acknowledges that measures, enrollment options, estimated kWh, and detailed cost information has been provided to them by Willdan in the Pre-Installation Package. If Financing is required, the costs of financing, any terms and conditions, and interest rates associated with financing will be included and agreed upon using a supplemental agreement provided by the company providing financing.

_____ (Customer initials)

TERMS AND CONDITIONS:

1. INSPECTIONS AND SITE ACCESS - CUSTOMER shall ensure Willdan, Southern California Edison ("SCE"), the CPUC, and their respective agents, designees, assignees, representatives, or consultants have reasonable access to Customer's premises for all inspections required under the Willdan Commercial, Industrial and/or Multifamily RCI Program ("Program"), including, but not limited to, the following: 1) Pre-installation equipment inspection to establish the existing baseline equipment and energy usage (if required); 2) Primary post-installation inspection to verify Program related installed equipment, and to perform Measurement and Verification ("M&V") in accordance with the M&V Plan; and, 3) Inspection for any other reason that Willdan, SCE, or CPUC reasonably deem necessary, and within five (5) business days after SCE's request unless otherwise agreed to by SCE on a Project-specific basis.

2. PERMANENT INSTALLATION – CUSTOMER shall ensure Each Project, the Installations, and every Measure in each Project, remain installed or otherwise effectuated at the Sites until the later of one (i) (1) year from the date SCE receives the Ex Post Review for such Measure; (ii) expiration of the Term of this agreement; and (iii) as required by Applicable Law.

3. DOCUMENTS INCORPORATED BY REFERENCE - The following documents are hereby incorporated by reference and made part of this Agreement:

The project installation contract between CUSTOMER and its installer.

M&V Plan as developed by WILLDAN and approved by SCE.

Pre-Installation Package which will include the estimated project costs, and a statement of estimated kWh of energy savings as developed by WILLDAN and approved by SCE.

4. ELIGIBILITY – Willdan's Program funding is limited and is available on a first-come, first-served basis until Program funds are no longer available. Funds will be reserved only upon execution of this Agreement by both parties and, upon approval of the Pre-Installation Package by SCE. Projects must meet all of the following requirements to be eligible for Program:

- A. Project Site must be an electric service CUSTOMER of SCE.
- B. CUSTOMER must pay the Public Purpose Program ("PPP") surcharge on its monthly electric service bills to SCE.
- C. Projects must be completed by using a measured savings approach in accordance with the applicable M&V Plan or as required for Deemed measures and are subject to approval by SCE.
- D. Eligible Program measures will be determined by Willdan in accordance with CPUC guidelines and are subject to SCE approval.
- E. No Measure, Project of Customer Service Account that is part of a project may use, submit, claim or receive any rebates, discounts, incentives or services from any other program for any project or measure for which the customer has already been compensated.

5. SUBMITTAL REQUIREMENTS FOR PAYMENT OF PROGRAM INCENTIVES - CUSTOMER shall submit, or permit Willdan to produce, the documents described below prior to being eligible for payment of any Incentives. Required documents include the following:

- A. This completed and executed Agreement.
- B. Fully executed installation contract between and invoices between CUSTOMER and installer.
- C. Any other documents related to the Project, Project Site, measures, energy savings or otherwise reasonably requested by Willdan.

6. PAYMENTS & INSTALLATION – This program does not have an associated cost for CUSTOMER enrollment. Payment of Program Incentives ("Incentives") will be made only after all Program requirements in Section 4 and 5 are fully met by Willdan and CUSTOMER, including approval by SCE of actual savings. Willdan retains sole discretion to determine the appropriate baseline values and energy savings calculations used to determine Incentive payments. The total Incentive payment will be at the Incentive Rate as provided above.

Willdan will make the applicable Incentive payment(s) to the CUSTOMER, only after all required and/or requested documents have been submitted and approved by Willdan and SCE, and the appropriate inspection(s) of the Project have been completed to Willdan's satisfaction.

All Projects and/or measures must be installed and fully operational to allow adequate time for Willdan to submit and receive approval of the Post project Review by SCE before schedule expiration of the Program on December 31, 2025.

7. PAYMENT DISQUALIFICATION - Any Incentives received by CUSTOMER shall be repaid to Willdan, in whole or in part, as follows:

- A. If CUSTOMER fails to pay the PPP surcharge at any time during the Term of this Agreement, CUSTOMER shall refund to Willdan the prorated amount of the Incentive dollars that Willdan determines must be repaid, based on the energy savings that occurred during the non-payment of the PPP surcharge.
- B. Willdan reserves the right to require the return of previously paid Incentive payments and/or terminate this Agreement if the Project is not installed and fully operational as required in Section 2 above.
- C. If CUSTOMER fails to comply with section 1 by refusing to allow WILLDAN, Southern California Edison ("SCE"), the CPUC, and their respective agents, designees, assignees, representatives, or consultants access to CUSTOMER site, CUSTOMER agrees to refund any incentive dollars it has already received or is going to be receiving to WILLDAN.

CUSTOMER shall repay any amounts due to Willdan within thirty (30) calendar days of notification by Willdan that repayment is required in accordance with Sections 7(A) and/or 7(B) and/or 7(C) above.

8. DISCLOSURES –

- A. The measures available to the CUSTOMER will depend on CUSTOMER's specific property. At a high level, they will range from indoor and outdoor lighting to HVAC, controls, high-efficiency water heaters and kitchen equipment, demand response, and electrification. A full list of measures can be found at our website at www.willdanefficiency.com.
- B. The measures installed do not guarantee a certain amount of energy savings.
- C. An estimate of kWh savings, the CUSTOMERS' enrollment options, the Measures, the price and the billing cycle are included in the PFS as noted in Section 3.
- D. The implementer of this Program is Willdan Energy Solutions. The parent company is Willdan Group Incorporated.
- E. For customer service related to this project, please contact 855-390-7348 or EEP@willdan.com.
- F. The price of CUSTOMERS project is subject to the measures and services you've selected and will be provided prior to CUSTOMER enrollment.
- G. When signing a contract under this Program, the contract shall not exceed the required time to implement the energy efficiency measure and conduct post installation measurement and verification (if required).
- H. The Program may be modified, suspended, or terminated at any time without prior notice.
- I. The CUSTOMER shall not be billed by Willdan for work performed under this Program unless the CUSTOMER selects Willdan to perform the project implementation. Billing shall be in accordance with the project installation contract between CUSTOMER and its installer.
- J. CUSTOMER can expect to receive financing options or an incentive to support in covering the program costs. It is CUSTOMER's prerogative to choose either from the Willdan's financing options or those available in the market for its Project or Measure.
- K. CUSTOMER is not required to utilize any financing options provided, offered or identified by Willdan.
- L. Each financing option provided, offered or identified by Willdan will disclose all financing costs, interest rates, and associated terms and conditions, as well as the all-inclusive price and price break down including all costs, incentive costs, installation costs, financing costs, interest rates, and any additional costs, charges or fees.
- M. Each financing option provided, offered, or identified by Willdan, will identify the party providing the financing and whether CUSTOMER will be required to enter into an agreement between CUSTOMER and the party providing such financing.
- N. Willdan is not a representative of SCE or otherwise affiliated with SCE. SCE has contracted with Willdan Energy Solutions to implement this Energy Efficiency Program for SCE customers.
- O. This program is not active and pending CPUC approval

9. REVIEW AND DISCLAIMER – UNLESS WILLDAN IS HIRED BY CUSTOMER AS THE PROJECT INSTALLATION CONTRACTOR, WILLDAN'S AND/OR ITS CONSULTANTS' REVIEW OF THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF THE PROJECT OR ENERGY EFFICIENCY MEASURES ("EEMS") SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT OR

EEMs. CUSTOMER IS SOLELY RESPONSIBLE FOR THE ECONOMIC AND TECHNICAL FEASIBILITY, CONSTRUCTION, OPERATIONAL CAPABILITY AND RELIABILITY OF THE PROJECT AND EEMs. WILLDAN MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROJECT, THE PROGRAM, OR THE INCENTIVES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, USE OR APPLICATION AND SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY, EXPRESS OR IMPLIED.

10. CHANGES AND/OR CANCELLATION OF PROGRAM – The Program may be modified, suspended, or terminated at any time without prior notice.

11. TERM, TERMINATION AND CANCELLATION– This Agreement shall become effective upon execution by the parties and shall terminate upon the later of 1) One (1) year after WILLDAN submittal of the Project(s) Post Project Review to SCE, or 2) December 31, 2025 in the event that SCE terminates the Program, WILLDAN shall be relieved of any obligations to CUSTOMER. CUSTOMER shall have the right to cancel this Agreement with no financial obligations at any time prior to installation by notifying Willdan in writing. If the CUSTOMER cancels the Agreement after the start of installation, the CUSTOMER remains bound by this Agreement for a period of one year after receipt of incentive payment. CUSTOMER hereby agrees, whether the Agreement is in active status, terminated, cancelled or completed, to allow WILLDAN and its representatives access to its site to verify installed equipment and monitor meter as it relates to this Agreement.

12. DISPUTE RESOLUTION – If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies.

A. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

B. If within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the “neutral”). If they have been unable to agree upon such appointment within 40 days from the initial meeting, the parties shall seek assistance in finding a mutually acceptable neutral. The fees of the neutral shall be shared equally by the parties.

C. In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“ADR”) by which they will attempt to resolve the dispute, and, if the parties are unable to agree on such matters within 20 days after the initial consultation with the neutral, the procedure, time and place for the ADR to be held will be decided by the neutral. Unless circumstances require otherwise, the ADR shall be held no later than 60 days after selection of the neutral.

D. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties agree to submit the matter to binding arbitration in accordance with Section 19 of this agreement.

13. ASSIGNMENT - CUSTOMER consents to Willdan's assignment of all of Willdan's rights, duties, and obligations under this Agreement. CUSTOMER may elect to assign the Incentives to a third party by signing the Assignment Consent below, however such assignment of Incentives shall not release CUSTOMER from the remainder of its rights or duties, including any Incentive repayment obligations, under this Agreement.

14. INDEMNIFICATION – Unless Willdan is hired by the CUSTOMER as the Project installation contractor, CUSTOMER shall indemnify, defend and hold harmless, and release Willdan, its affiliates, subsidiaries, parent companies, officers, directors, agents and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way directly or indirectly connected with the installation and operation of the project: (A) injury to or death of persons, including, but not limited to, employees of Willdan; (B) injury to property or other interests of Willdan, or any party; (C) violation of local, state, or federal common law, statute, or regulation, including, but not limited to, environmental laws or regulations; or (D) strict liability imposed by any law or regulation, so long as such injury, violation, or strict liability (as set forth in A through C, above) arises from or is in any way connected with Willdan's performance of, or failure to perform, this Agreement, however caused, regardless of any strict liability or negligence of Willdan whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the sole gross negligence or willful misconduct of Willdan, its officers, managers or employees.

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

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

If this Agreement is assigned by Willdan pursuant to Section 13 CUSTOMER agrees that this indemnification shall continue to apply to Willdan and shall apply to the Assignee.

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

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

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

17. CONFLICTS BETWEEN TERMS - Should a conflict exist between this Agreement and the documents incorporated by reference; this Agreement shall control.

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

- A. Willdan shall provide CUSTOMER notice of any direct change of control whether voluntary or by operation of law.
- B. Willdan shall notify CUSTOMER in the event of Willdan's imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on any of Willdan's assets.
- C. CUSTOMER acknowledges the benefits and risks associated with participating in energy efficiency programs and the applicable Project(s). Benefits are articulated in the Pre-Installation Package.

D. CUSTOMER is not guaranteed any energy savings from the measure(s).

19. ARBITRATION – This Agreement shall be governed, interpreted and construed under the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration with such arbitration service as the parties may agree, and in the absence of such agreement, in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The language of the arbitration shall be in English. In no event will the arbitration of any controversy or the settlement thereof delay the performance of this Agreement. Arbitration hearings will be held in the County of Orange, California. The prevailing party will be reimbursed for any and all attorney’s fees, costs and expenses, including the arbitrator’s fees.

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

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

This Agreement is entered into by and between Willdan Energy Solutions (“Willdan”) and CUSTOMER identified above (“CUSTOMER”). Willdan and CUSTOMER may be individually referred to as a “Party” and collectively as the “Parties.” Willdan shall pay CUSTOMER the Incentive in accordance with the Terms and Conditions which are made part of this Agreement.

This Agreement is valid through December 31st, 2025.

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

CUSTOMER:

By: _____ Printed: _____
Date: _____ Title: _____

WILLDAN ENERGY SOLUTIONS:

By: _____ Printed: _____
Date: _____ Title: _____

WHEN APPLICABLE: CUSTOMER CONSENT TO ASSIGNMENT OF INCENTIVE CHECK & PAYMENT ADDRESS:

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

CUSTOMER
Signature: _____ Printed: _____
Date: _____ Title: _____
Payment to
Company Name: _____ Email: _____
Payment Address: _____ Phone: _____