

Letter of Agreement

CheckMe![®] Multifamily Cooling Optimizer Program In PG&E Territory

This Agreement is entered into between _____ (HVAC Company) and Proctor Engineering Group, Ltd. (PEG). This at-will agreement is in effect for the duration of the Cooling Optimizer Multifamily Program in PG&E service area unless amended to reflect changes in the Program or until cancelled in writing by either party. This agreement, which includes the attached 2017-18 Cooling Optimizer Multifamily Program Standards, outlines the responsibilities of the various participants and the guidelines of the Program. Nothing in this agreement shall create or constitute a subcontract or other agency relationship between the HVAC Company and PEG or PG&E. The Program runs through October 28, 2018 or until all program funding has been expended.

HVAC Company Eligibility Requirements:

- HVAC Company must hold a valid C-20 HVAC license, and remain in good standing with the Contractors' State Licensing Board.
- HVAC Company must be committed to ethical business practices and quality services with no unresolved complaints on file with PG&E, the Contractors' State Licensing Board or the Better Business Bureau.
- PEG reserves the right to not allow participation by any HVAC Company that PEG determines is not appropriate for the Cooling Optimizer Program.

PEG agrees to provide:

- A limited license to use the Cooling Optimizer Program name, CheckMe![®] logo, name and software, and approved program materials for the duration of the program
- Training for HVAC company's participating technicians in the Program air conditioner diagnostic testing and repair processes
- Training for HVAC company's participating technicians in the installation of the Western Cooling Control[™] enhanced fan time delay and high efficiency BPM fan motors
- A toll free line for use by the HVAC Company's technicians in the implementation of the CheckMe! Plus diagnostic system. This includes use of the line by the HVAC Company's technicians in answering technical questions regarding the services provided through the Program.
- Customer follow up information to all customers receiving Program services, including:
 - Customer letter reinforcing their participation in the Program
 - Information on the operation and benefits of the equipment installed under the Program
 - Information on other relevant PG&E programs and rebate opportunities
 - Postage paid customer satisfaction survey
- Strict confidentiality of all HVAC Company customer information. Customer information will be shared only with PG&E and the CPUC, or their consultants.
- Regular communication to participating HVAC Companies regarding the status of the Program and any changes or enhancements that might be implemented.
- Send 1099 Miscellaneous income forms to HVAC Company, where appropriate, at year-end reflecting the amount of incentives paid.
- Provide incentive payments transmitted electronically within 10 business days of PEG receipt of incentive funds from PG&E.

Contractor Incentives

| Measure | Building Type | Incentive |
|--|---------------|-----------|
| Air Conditioner Diagnostic Test* | Multi-Family | \$70 |
| Refrigerant Charge Repair | Multi-Family | \$90 |
| Western Cooling Control™ (WCC) Enhanced Fan Time Delay | Multi-Family | \$75 |
| BPM Fan Motor Upgrade | Multi-Family | \$325 |
| Comprehensive Kicker - for completing both the BPM motor install and the air conditioner tune-up | Multi-Family | \$25 |
| Maintenance Contract | Multi-Family | \$25 |

* Payment of the diagnostic test incentive is contingent upon successful completion of any required repairs

HVAC Company agrees to:

- Adhere to all local, state, and federal HVAC/business licensing requirements.
- Obtain all necessary permits as required in the municipalities where work is being performed and comply with all applicable laws, codes, and standards.
- Maintain current documentation of EPA license to handle refrigerants.
- Be responsible for all requirements of the Occupational Safety and Health Administration.
- Maintain a good working relationship within the community. HVAC Company shall have no unresolved complaints with PG&E, the Better Business Bureau, or the Contractors State License Board. If a complaint is filed, the HVAC Company is responsible for notifying PEG and resolving the complaint promptly.
- Provide a W-9 Form to PEG, if required, at the time of enrollment in the Program.
- Maintain all legally required insurance at levels mandated as a condition for operating an HVAC business in California and including at a minimum insurance of the type and amounts listed below:
 - Workers' Compensation and Employers' Liability insurance not less than \$1,000,000 for injury or death for each accident
 - Commercial General Liability insurance on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability
 - Commercial Automobile Liability insurance, with a combined single limit, or the equivalent of not less than \$300,000 per occurrence, for bodily injury and property damage
- Assure that all employees working in this program:
 - Meet the program training and equipment requirements.
 - Accurately gather and report all information contained on the CheckMe! data entry form.
 - Abide by the Program Standards.
- Warranty all work for a minimum of one year from the date of service. Warranty terms shall be clearly documented and provided to each customer. HVAC Company shall retain a copy of the warranty documentation on file for at least 5 years from the date of service.
- Provide all Program services at no cost to the customer. If HVAC Company offers the customer additional services outside of the program, written documentation must be provided to the customer clearly identifying which services are being offered through the program at no cost, and which services are outside of the program.
- Perform the air conditioner diagnostic test and refrigerant charge repair on all eligible systems served under the program.
 - If the WCC and BPM fan motor upgrade measures are installed during the winter months or other times that weather does not permit refrigerant charge testing, HVAC company must return to the site and complete the air conditioner test and refrigerant charge repair within 180 days of the date the WCC or BPM motor was installed.

- All tests and measure installations must be called in to the CheckMe! call center from the job site.
- All initial diagnostic tests must be called in prior to performing system repairs.
- Repair all units that require a repair.
- Obtain PEG authorization prior to providing Program services at any site. Incentives will not be paid for unauthorized work.
- Be responsible for the timely filing and payment of all taxes and fees.
- Abide by Program marketing standards and guidelines, and limitations on use of PG&E's name and logo.
- Not represent the HVAC Company or its employees as representatives, agents, and/or employees of PEG and/or PG&E.
- Indemnify, defend and hold PEG and PG&E, and their respective officers, directors, agents, employees and other related parties (collectively, "Indemnities") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (including reasonable attorneys' fees, costs and expenses, incidental thereto) which may be suffered by, accrued against, charged to, or recoverable from any Indemnities, by reason of any act, error, omission, or misconduct of HVAC Company, its officers, directors, agents, or employees.

Agreement

All parties agree to abide by the terms outlined in this agreement. Either party may cancel this agreement for cause or convenience by notifying the other parties, in writing, that they are terminating the agreement.

| | Proctor Engineering Group Representative: |
|--------------|--|
| Printed Name | |
| Signature | |
| Date | |

| | Contractor Representative |
|--------------|----------------------------------|
| Printed Name | |
| Signature | |
| Date | |

| Contractor Information | |
|---|--|
| Company Name | |
| Contact Person | |
| C-20 License Number | |
| Address Street Address, City, State, Zip Code | |
| Mailing Address (if different) | |
| Office Phone Number | |
| Cell Phone Number | |
| Fax Number | |
| E-mail Address | |