

2020-2022 Electrification Technical Assistance Program
Program Participation Agreement and Application

For Program Administration use only

PROJECT ID NUMBER _____

Applicant Information

Applicant Company Name _____

Address _____

City/State _____ Zip Code _____

Contact Person _____ Title _____

Phone Number _____ Email _____

Representative Information

Representative Company Name _____

Representative Address _____

City/State _____ Zip Code _____

Representative Contact Person _____ Title _____

Phone Number _____ Email _____

Project Information

Project Name/Location _____

Est. Design Completion Date _____ Est. Construction Completion _____ # of Buildings _____

Address _____

City/State _____ Zip Code _____

Gross SF _____ Conditioned SF _____ Facility SIC(s) _____

Project Type:

New construction, including additions Renovation/remodel, including tenant improvement

Project Status:

Early in design phase Mid to late design phase
 Design changes to enhance electrification are feasible

Program Participation Agreement

This Program Participation Agreement (“**Agreement**”) is entered into by the person or entity (“**Applicant**”) identified in the Application and shall become effective as of the date of the Applicant is approved to participate in the Program (“**Effective Date**”), at which time the Applicant shall be a Participant. Approval of Applicant is not guaranteed and is subject to the sole discretion of Peninsula Clean Energy Authority.

BACKGROUND

Peninsula Clean Energy Authority’s (hereafter referred to as “**PCEA**”) 2020-2022 Electrification Technical Assistance Program (the “**Program**”) provides design assistance through a third party, TRC Engineers, Inc. and its subconsultants (“**TRC**”), to participating local developers and architects (each a “**Participant**”) on all-electric building technologies for new commercial and residential construction and retrofits of existing commercial and residential buildings (each a “**Project**”).

This Agreement is the result of a one-time offer to provide design assistance to the Participant for participation in the Program pursuant to the terms of the Agreement. Design assistance will be provided on a first-come, first-served basis to qualified Participants, subject to the availability of authorized funds.

ELIGIBILITY

Applicant must be willing to incorporate electrification design concepts as appropriate for the Project and this Agreement must be fully executed by Applicant prior to completion of the design phase of the Project.

AGREEMENT and INCORPORATION OF DOCUMENTS

This Agreement includes the Application and the Terms and Conditions, all of which are incorporated into the Agreement. As a condition of participating in the Program, Applicant represents they have provided accurate and complete information in the Program Application and agrees to the Agreement Terms and Conditions.

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MODIFICATION and TERMINATION

This Program may be modified, suspended, or terminated at any time. Without limiting the foregoing, PCEA specifically reserves the right to modify or cancel the design assistance offer if the actual design differs from Participant’s initial proposal, as understood by PCEA. Either party shall have the right to terminate this Agreement at any time, with or without cause, at any time and for any reason or no reason.

MISCELLANEOUS

This Agreement, inclusive of all documents incorporated by reference, is the entire Agreement regarding the subject matter of this Agreement, and shall supersede any and all prior negotiations, representations, or agreements, written or oral that relate in any way to the subject matter of this Agreement or written modification. If any provision of this Agreement is deemed unenforceable, then the remainder of this Agreement shall not be affected, and each term and provision shall be enforceable to the fullest extent permitted by law.

AUTHORITY

Applicant represents and warrants it has the requisite power, legal authority, and capacity to enter into this Agreement, and to perform the obligations required by this Agreement. In addition, Applicant warrants and represents that the person signing this Agreement has the requisite power and legal authority to bind Applicant.

EXECUTION

Facsimile or electronic signatures in this Agreement may be used in lieu of original signatures and shall have the same binding effect.

IN WITNESS WHEREOF, the Applicant has read this Agreement, understands it, and agrees to be bound by its terms as of the Effective Date.

APPLICANT: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Project Summary

[Enter narrative here to include 1) occupancy type, 2) scope of work, 3) current or proposed building systems to be addressed through this agreement, and 4) percentage of units that serve affordable housing, if applicable]

Requested Technical Assistance

Please indicate the requested assistance proposed for the project. Separately attach information regarding current interactions with other programs, if any.

Services (check all that apply)	Notes
Design Recommendations	<ul style="list-style-type: none"> Evaluate concept design and offer suggestions for potential improvements regarding electrification of specific end-uses Review project equipment schedules and specifications Provide Tenant and/or occupant guidelines (affordable housing only) Reviewing load reduction and load shifting strategies Research the technical and cost impacts of infrastructure, e.g., natural gas line extensions, transformer sizes, on-site energy storage to deploy energy storage
Energy and Emissions Modeling Support	<ul style="list-style-type: none"> Review Title 24 and Prescriptive Energy models to support design decision making, compliance, and emissions reductions Recommend additional modeling strategies to reflect design decision making towards
Integrated Design (affordable housing only)	<ul style="list-style-type: none"> Facilitate a charrette, including presentation and suggested systems. Review and modify Participant project requirements or request for proposal language
Cost-benefit Analysis (affordable housing only)	<ul style="list-style-type: none"> Review and recommend forecasted initial and on-going costs and benefits, compared to natural gas alternatives, using Participant-provided energy model and existing references when available
Measurement and Verification (affordable housing only)	<ul style="list-style-type: none"> Customize measurement and verification plan to assess disaggregated energy consumption.
Other:	
Other:	

Date Application Approved:	Agreement Expiration Date:	Technical Consultant(s) Assigned	Hours of Technical Support

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AGREEMENT TERMS AND CONDITIONS

1. DESIGN ASSISTANCE. Participant acknowledges and agrees that, under this Program, TRC will provide only design assistance and advice, and will not be responsible for the design itself, or stamp drawings.
2. DESIGN REVIEW. Participant agrees to allow PCEA, TRC, and TRC's subconsultants reasonable access to planning documents, drawings, energy models and analyses, and site facilities as requested by Participant. Participant understands that any such reviews, inspections, and verifications are not safety inspections, nor do they replace any necessary permitting or other inspections required by the relevant local jurisdiction.
3. INFORMATION. Participant agrees to voluntarily share with TRC information intended to help publish key issues and resolution strategies, good building case studies, and solution cost profiles.
4. PERMITS. Participant will obtain and maintain any and all permits needed to install and maintain the equipment related to any design assistance provided under this Program.
5. NO DOUBLE-DIPPING. Participant shall not solicit nor accept any other duplicate design assistance or funding for the same project through this program.
6. GOVERNING LAW. To the fullest extent allowed by law, this Agreement shall be construed and enforced according to the laws of the State of California and any and all applicable local laws, without regard to principles of conflicts of laws.
7. NO WARRANTIES. PENINSULA CLEAN ENERGY AUTHORITY (PCEA) AND TRC AND ITS SUBCONSULTANTS, AND THEIR RESPECTIVE AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR ASSIGNS ("THE PARTIES") DO NOT ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER OR PRODUCT, AND PROVIDE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR ANY PRODUCT OR SERVICES. THE PARTIES ARE NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY CONTRACTOR IMPLEMENTING ANY DESIGN ON WHICH ASSISTANCE WAS PROVIDED UNDER THIS PROGRAM. THE PARTIES ARE NOT RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING, AND CONSTRUCTION OF THE FACILITY OR INSTALLATION IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, CODES, OR INDUSTRY STANDARDS. THE PARTIES DO NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED OR THE ADEQUACY OR SAFETY OF SUCH MEASURES.
8. RELEASE AND WAIVER. THE PARTIES SHALL NOT BE LIABLE TO PARTICIPANT OR ITS AGENTS OR REPRESENTATIVES, OR ANY OF THEIR SUCCESSORS IN INTEREST, HEIRS, ESTATES, PERSONAL REPRESENTATIVES, OR FAMILY MEMBERS FOR, AND PARTICIPANT EXPRESSLY DISCHARGES AND RELEASES THE PARTIES FROM AND WAIVES, ANY CLAIMS IT NOW MAY HAVE OR ASSERT, OR MAY HAVE HAD IN THE PAST, OR MAY HAVE IN THE FUTURE, AGAINST ANY THE PARTIES FOR ANY LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEYS' FEES, OTHER LEGAL FEES, EXPERT FEES, AND COSTS OF LITIGATION), OF ANY KIND, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL (COLLECTIVELY, "**LIABILITIES**") ARISING OUT OF, OR CONNECTED WITH ANY CCA PARTY'S INVOLVEMENT WITH PARTICIPANT'S PROJECT, PARTICIPANT'S PERFORMANCE OF OR ACTIVITIES ASSOCIATED WITH THIS AGREEMENT, OR PARTICIPANT'S PARTICIPATION IN THE PROGRAM, DUE TO ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, INDEMNITY, OR BREACH OF CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITIES WERE FORESEEABLE. PARTICIPANT IS ON NOTICE OF, AND HEREBY SPECIFICALLY AND EXPRESSLY WAIVES, THE PROVISIONS OF CALIFORNIA CIVIL CODE § 1542, WHICH PROVIDES THAT A "GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
9. INDEMNIFICATION. Participant agrees to indemnify and hold harmless the Parties from any and all Liabilities incurred by the Parties, and defend the Parties against any and all claims, demands, suits, proceedings, or causes of action, arising out of or relating to any CCA Party's involvement with Participant's Project, Participant's performance of this Agreement, or Participant's participation in the Program.