



Novato Fire District Board of Directors

Special Facilities Committee Meeting Agenda

April 4, 2024, at 9:00 AM

Location: NFD Administration Building and Via Zoom

95 Rowland Way, Novato, CA 94945

Website: www.novatofire.org

ATTENTION: This will be an in-person meeting of the Facilities Committee due to the expiration of Executive Order N-29-20 on February 28, 2023, however, any interested member of the public may participate virtually and/or telephonically by utilizing the dial-in information printed on this agenda. If any member of the public has a request for a reasonable modification or accommodation for accessing this meeting due to a disability, they should contact Jennifer Crayne at jcrayne@novatofire.org

The Facilities Committee meeting agenda and all supporting documents are available for public review at 95 Rowland Way, Novato, CA, 24 hours in advance of a special meeting. A fee will be charged for additional copies of board meeting documents. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Administrative Services Manager as soon as possible, but at least 48 hours prior to the meeting.

ROLL CALL

President Lj Silverman, Director Michael Hadfield

AGENDA ADJUSTMENTS

OPEN TIME FOR PUBLIC EXPRESSION

(Please observe a three-minute time limit.)

This is an opportunity for any member of the public to briefly address the Finance Committee on any matter that does not appear on this agenda. Items that warrant a lengthier presentation or Committee consideration will be placed on the agenda for discussion at a future meeting.

CONSENT CALENDAR ITEMS

1. Minutes of Facilities Committee Meeting 12.13.23

Zoom Conference Information
Join at Zoom.com

Meeting ID: 232 811 1856
Password: 959595

Join the Zoom meeting and then dial in if you need audio by telephone
+1 669 900 6833 US (San Jose)

Join by telephone only:
+1 669 900 6833 US (San Jose)

For clarity of discussion, the Public is requested to MUTE except:

1. During Open Time for public expression item
2. Public comment period on agenda items.
3. You may use the "raise hand" zoom feature or press *9 if connecting only by phone.



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NEW BUSINESS

1. Station 62 Concrete Retaining Wall Project

B/C Whittet will provide a report to the Facilities Committee on the concrete retaining wall project at Station 62.

2. Station 62 Concrete Path and V ditch Project

B/C Whittet will provide a report to the Facilities Committee on the concrete path and V-ditch project at Station 62.

3. Station 62 Water Heater Replacement

B/C Whittet will provide a report to the Facilities Committee on the replacement of the water heater at Station 62.

4. Station 61 and 65 Water Heater Replacement Program – Willdan Energy Solutions

B/C Whittet will provide a report to the Finance Committee on the PG&E Government K-12 Program for replacing the water heaters at Station 61 and Station 65.

5. Station 62 and 65 Solo Rescue Washer Installation Project – Clark Brownstein

B/C Whittet will provide the Facilities Committee with an update on the Solo Rescue Washer Installation Project at Station 62 and Station 65.

6. Mechanic Shop Column Lift System Replacement

B/C Whittet will provide the Facilities Committee with an update on the mechanic shop column lift system replacement.

7. Possible Future Capital Facilities Improvement Projects

The Facilities Committee will discuss possible future capital facilities improvement projects and provide direction to staff.

INFORMATIONAL ITEMS

1. Next Facilities Committee Meeting 6/11/24 @ 9:00 am

TENTATIVE AGENDA ITEMS FOR FUTURE MEETINGS

Committee members may discuss or request future agenda items for Committee consideration.

ADJOURNMENT

Consent Calendar Items Section



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1 The meeting was called to order by President Silverman at 11:01 a.m.

2

3 **ROLL CALL**

4 President Silverman, Director Hadfield

5

6 **STAFF MEMBERS PRESENT**

7 Fire Chief Bill Tyler, Deputy Chief John Dicochea, ASM Jenn Crayne, B/C Jeff Whittet, and
8 B/C Kyle Dague.

9

10 **OTHERS PRESENT**

11 Kirk Bovtiz, Engineer/Project Manager with CSWST2.

12

13 **OPEN TIME FOR PUBLIC EXPRESSION**

14 None.

15

16 **AGENDA ADJUSTMENTS**

17 Chief Tyler requested moving New Business item 4 before New Business item 2.

18 **NEW BUSINESS**

19 1. Welcome and introduction of B/C Jeff Whittet Director of Organizational Resources

20 Chief Tyler stated he is pleased to have B/C Jeff Whittet fill the Director of Organizational
21 Resources position. We have the opportunity to tap into the knowledge of a seasoned veteran
22 Battalion Chief who already has extensive experience with one of the three principal areas of
23 focus. These areas of focus include communication, facilities, and fleet management. B/C
24 Whittet commented that he is ready to hit the ground running in a fast-paced environment. He is
25 looking forward to the challenge of managing a variety of projects.

26 4. Potential sewer line extension engineer study

27 *Staff will provide an update on a potential sewer line study.*

28 Chief Tyler introduced Kirk Bovtiz, Project Manager of CSWST2. He presented the proposal for
29 preparing a Sewer Feasibility Study for Station 62. Kirk reviewed the sewer study's conceptual
30 drawings, which included both a private and a public system option. He also provided estimates
31 of construction costs for each option. The public system option was based on the area that can be
32 served by gravity to the proposed public pump station near the intersection of Atherton and Olive
33 Ave. Mr. Bovitz noted one important consideration is that the Novato Sanitary District
34 jurisdiction does not go out that far, so the area would have to be annexed into the Sanitary
35 District which would require a LAFCO process.

36 The public system would require a larger pump to serve more people, which would cost more
37 money as well as running gravity lines to those who live uphill from the pumping station. He
38 also noted that Novato Sanitary has a high-pressure forced main along Atherton Ave that serves
39 Bahia and the golf course and cuts across the wetlands, but unfortunately, Station 62 is not able
40 to tie into that main.



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41 To install a private pump station, Mr. Bovitz noted the District would need to apply for
42 encroachment permits from both the City and County as well as go through the annexation
43 process with Marin LAFCO. We would also need to avoid the waterline on Olive Ave and stay
44 on the street side of the right of way to avoid triggering environmental impacts.

45
46 A lengthy discussion ensued regarding the pros and cons of a private vs. public system.

- 47 • President Silverman asked if the annexed property and pipe would be owned and
48 maintained by Novato Sanitary District. Mr. Bovitz confirmed that, yes, NSD would own
49 and maintain the area and pipe.
- 50 • D/C Dicochea asked if the 4-inch pipe would allow for the expansion of the training
51 center in the future. Mr. Bovitz confirmed that a 4-inch pipe would be sufficient.
- 52 • Director Hadfield asked if the District would maintain the septic tank and then gravity
53 feed from the current septic tank to the new pump station or would we abandon that
54 septic tank and cut new laterals for all the buildings? Mr. Bovitz replied that the District
55 would abandon the septic and run new laterals from the buildings to the new pump
56 station.
- 57 • President Silverman asked if the pump is loud and disruptive. Mr. Bovitz noted that the
58 pump is not loud because it is below ground with submersible pumps.

59 Chief Tyler commented that this presentation was just an update. The committee will need to
60 decide what direction to go and provide action items for future meetings. The committee gave
61 Chief Tyler direction to speak with Sandeep of the Novato Sanitary District about this project.
62 The committee also provided direction to Chief Tyler to seek a second opinion from another
63 engineering firm.

64 There was no public comment.

65
66 2. Mold remediation at Station 62 and mitigation efforts

67 *Staff will provide an update on the mold remediation project at Station 62 and mitigation efforts.*

68 B/C Whittet reported that the mold remediation project at Station 62 is complete, and all the
69 drywall has been replaced. The men's restroom has passed the post-remediation verification
70 testing and the HVAC system/ducting/filters have been cleaned and replaced. B/C Whittet
71 reported the root cause of the mold was drainage from the HVAC splits, resulting in leaks. He
72 noted that preventative measures moving forward include improved inspection and cleaning of
73 the HVAC system and improved weekly maintenance by station crews to eliminate dust and
74 improve airflow.

75 There was no public comment.

76
77 3. Update on general maintenance and repairs by station, including administration

78 *Staff will provide an update on general maintenance and repairs by station, including the*
79 *administration building.*



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80 B/C Whittet provided a general maintenance update on the Admin Building and all the fire
81 stations.

82 Admin:

- 83 • Marin H2O Bathroom Repairs
- 84 • Replaced Hydraulic Door Closers
- 85 • Gym Flooring
- 86 • Evaluating leak in front office

87 Station 61:

- 88 • Crandall Roof Repair over Engineer Dorm- ongoing/warranty work Mold Remediation-
89 completed
- 90 • Window Replacement – completed (painting to occur as soon as permit is processed)
- 91 • Shower Door Replacement- near completion

92 Station 62:

- 93 • Mold Remediation and Testing Completed
- 94 • HVAC System Replacement Continues
- 95 • Generator Transfer Switch Repair
- 96 • Concrete Culvert Construction on Hillside- began 12/11
- 97 • Dry Rot Assessment on Front Façade of Pergola
- 98 • Electric Gate Troubleshooting Completed – rewired Knox Key Box, Photo Eyes, and
99 Radio Receivers Were Moved
- 100 • PPE Washer Electrical and Plumbing Bids Received

101 Station 63: No Issues

102 Station 64:

- 103 • Front Door Lock to be Replaced
- 104 • Grease Trap Cleaned

105 Station 65:

- 106 • Engine Roll Up Door- Safety Eye Part Ordered
- 107 • PPE Washer Electrical and Plumbing Bids Received

108 President Silverman thanked B/C Whittet for his work on this and noted it will be helpful with
109 future forecasting and budgeting.

110 There was no public comment.

111

112 5. Potential future capital facilities improvements

113 *The Facilities Committee will discuss potential future capital facilities improvements.*

114 B/C Whittet discussed new requirements for electric vehicles, the need to install charging
115 stations, and researching funding options for solar power. Chief Tyler commented that all
116 prevention vehicles could be electric. Director Hadfield commented that we need to be
117 proactively looking at ways to lower monthly PG&E bills.



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118 Chief Tyler commented that he had been contacted by Tom Welch, a retiree from Southern
119 Marin Fire, who offers fire service grant writing services. Chief Tyler is working with Colleen
120 on setting up a contract for professional services. The goal would be to try to apply for available
121 grant money for projects, such as solar. Chief Tyler also discussed the need to look at impact
122 fees and standards of cover.

123 Future Capital Facilities Improvement Projects include:

- 124 • Identify potential future fire station build
- 125 • Proper storage powered for apparatus
- 126 • Barn storage with a large classroom/meeting room/EOC with solar

127

128 There was no public comment.

129

130 6. 2024 Facilities Committee Meeting Schedule

131 *The Facilities Committee will discuss and establish a regular meeting schedule for 2024.*

132 The Facilities Committee will meet quarterly. ASM Crayne will prepare the 2024 meeting
133 schedule for committee members.

134 **TENTATIVE AGENDA ITEMS FOR FUTURE MEETINGS**

135 *Committee members may discuss or request future agenda items for Committee consideration.*

136 None.

137

138 **ADJOURNMENT**

139 There being no further business to conduct, President Silverman adjourned the meeting at 1:03
140 p.m.

141

142 Submitted by,

A handwritten signature in black ink that reads "Jennifer Crayne".

145 Jennifer Crayne

146 Clerk of the Board

147

148

149

New Business Section



District Doc # I205-041521S5

SCHEDULE NO. 5

This Schedule No. 5 is issued pursuant to the Master Services Agreement dated April 15, 2021 ("Agreement") by and between Novato Fire Protection District ("District") and Van Midde and Son Concrete ("Contractor"). Any term not otherwise defined herein, shall have the meaning ascribed to it in the Agreement.

1. Purpose

This Schedule No. 5 describes the services to be provided by Contractor for District for the repair of a concrete walkway and installation of a v-ditch extension at Station 62 ("Services" as set forth in the Agreement).

2. Location of Services

The Services described in this Schedule No. 5 shall be provided at Novato Fire Protection District, Station 62, 450 Atherton Avenue, Novato, CA.

3. Scope of Work

Contractor shall provide all labor and materials for the following two (2) projects:

- A. Repair patched concrete walkway at rear of fire station in an area of 7.5 feet x 17 feet:
 - 1) Saw cut concrete and remove small section.
 - 2) Excavate soil and drain rock as needed to meet new grades.
 - 3) Install new walkway sections with a light exposed finish with one pound of jet black color per yard.
- B. Install approximately 18 linear feet of v-ditch extension behind mobile classroom. Approximately 18 feet long.

4. Noise Ordinance and Construction Hours

All construction including warming-up or servicing equipment, and any preparation for construction shall occur within the City of Novato noise ordinance hours Section 19.22.070. Work start and end times shall be Monday through Friday 7:00 a.m. to 6:00 p.m., Saturday 9:00 a.m. to 5:00 p.m., and prohibited on Sundays and the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

5. Term

Services will begin on or around April 15, 2024 (the "Commencement Date") and end no later than April 30, 2024 (the "Completion Date"). Notwithstanding the duration of the time between the Commencement Date and the Completion Date shown herein, Customer may terminate this Schedule at any time.

6. Payment and Fees

The total authorized price under this Schedule No. 5 will not exceed \$9,650.00.

Contractor shall submit invoices to District's Accounts Payable department by email to AccountsPayable@NovatoFire.org or by mail to Novato Fire District, Accounts Payable, 95 Rowland Way, Novato, CA 94945.

Payment may be withheld until the Certified Payroll Records are received by District.



District Doc # I205-041521S5

In the event of any inconsistency between the terms of this Schedule and the terms of the Agreement, this Schedule shall prevail in all respects.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority have executed this Schedule as of the day, month and year written below.

	CONTRACTOR	DISTRICT
Signature:		
Printed Name:		Bill Tyler
Title:		Fire Chief
Date (mm/dd/yyyy):		

(The remainder of this page has been intentionally left blank)



EXHIBIT A

Notice to Contractors and Subcontractors Regarding Public Works Projects

This is a Public Works Project. The California Department of Industrial Relations ("DIR") requires the Novato Fire Protection District ("District") to provide this notice to all contractors and subcontractors who bid or work on Public Works projects.

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]: <http://www.dir.ca.gov/Public-Works/Contractors.html>
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- Public Works projects are subject to prevailing wages. The applicable wage rates are available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- Every contractor will be required to secure the payment of workers compensation to his or her employees. Labor Code Section 1860.
- Prime contractors must post job site notices informing all employees of Prevailing Wage Law. Labor Code Section 1771.4.
- Contractors and subcontractors must furnish electronic certified payroll records (eCPR's) directly to the Labor Commissioner aka DLSE. Click on this link for reporting help. <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>
- Pursuant to CIVIL CODE 9550 if a project is in excess of \$25,000 Contractor shall, before commencement of work, give a payment bond to and approved by District.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(End)



District Doc # I187-070123S2

SCHEDULE NO. 2

This Schedule No. 2 is issued pursuant to the Master Services Agreement dated July 1, 2023 (“Agreement”) by and between Novato Fire Protection District (“District”) and Marin H2O, Inc. (“Contractor”). Any term not otherwise defined herein, shall have the meaning ascribed to it in the Agreement.

1. Purpose

This Schedule describes the replacement of a water heater (“Services” as set forth in the Agreement).

2. Location of Services

The Services described in this Schedule No. 2 shall be provided at Novato Fire Protection District locations in Novato, CA listed below, “Location”.

Station 62: 450 Atherton Avenue

3. Scope of Work

Contractor shall provide the following services:

- Remove old 80 gallon water heater in attic area above the apparatus bay. Use of a scissor lift will be required.
- Install new 80 gallon state select water heater in the same area. Use of a scissor lift will be required.
- Reconfigure hot, cold and recirculation lines for new water heater.
- Add in required expansion tank.
- Obtain building permit through County of Marin.
- Provide standby during final inspection by County of Marin for permitting of installation.

4. Noise Ordinance and Construction Hours

All construction including warming-up or servicing equipment, and any preparation for construction shall occur within the City of Novato noise ordinance hours Section 19.22.070. Work start and end times shall be Monday through Friday 7:00 a.m. to 6:00 p.m., Saturday 9:00 a.m. to 5:00 p.m., and prohibited on Sundays and the following holidays: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

5. Early Termination of Project

District may terminate this Schedule at any time during the course of the project by giving twenty-four (24) hours’ notice. If the project is terminated before completion, District shall be liable for payment for any completed and accepted deliverables, and for deliverables in progress but not accepted by District. Contractor shall also work to correct any logged issues against previously accepted deliverables at no charge to District.

6. Change Control Mechanism

During the term of this Schedule, events may occur which will necessitate a change to the service scope defined herein. These changes may affect some or all of the following:



District Doc # I187-070123S2

Cost
 Timescale
 Resource Utilization

Should any such change occur, the Parties shall review the proposed change. If there is agreement on the additional fee and the evaluation recommendation is approved by both Parties, the Parties will sign a change request document. Change control could result in a change in scope of services, resulting in a reduced or increased total cost. Actual reduced or increased cost as well as a revised payment schedule will be agreed to by the Parties in writing pursuant to an appropriate change request document. Work shall not begin on the change until both Parties agree to the change in writing.

7. Term

Services will begin on March 18, 2024 (the “Commencement Date”) and end on March 29, 2024 (the “Completion Date”). Notwithstanding the duration of the time between the Commencement Date and the Completion Date shown herein, Customer may terminate this Schedule at any time.

8. Payment and Fees

The total authorized price under this Schedule No. 1 will not exceed \$19,470.29.

Description	Quantity	Fee	Extended Fees
Labor – 2 plumbers at \$165/hour	33.64 hrs	\$165.00	\$5,550.00
Apprentice labor	1	\$1,387.50	\$1,387.50
Misc Parts	1	\$1,658.93	\$1,658.93
Materials-80 gallon water heater	1	\$7,210.00	\$7,210.00
Outside Services – Scissor lift per day	2	\$525.00	\$1,050.00
Outside Services – Scissor lift delivery/return	1	\$210.00	\$210.00
Outside Services – Scissor lift standby receive and return	2	\$185.00	\$370.00
Disposal Fee – 65-100 gallon water heater	1	\$75.00	\$75.00
Building Permit – Estimated at \$300 plus prep/submittal	1	\$465.00	\$465.00
Building Permit – Inspection standby. Billed by half hour after the first. 4 hour windows given by County Building Dept.	4	\$185.00	\$740.00
Taxable			\$8,868.93
Non-Taxable			\$9,847.50
Sub-Total			\$18,716.43
Sales Tax			\$753.86
Freight			\$0.00
Total			\$19,470.29

Contractor shall submit invoices to AccountsPayable@NovatoFire.org.

Payment may be withheld until the Certified Payroll Records are received by District.



District Doc # I187-070123S2

In the event of any inconsistency between the terms of this Schedule and the terms of the Agreement, this Schedule shall prevail in all respects.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority have executed this Schedule as of the day, month and year written below.

	CONTRACTOR	DISTRICT
Signature:	<i>Ken Cavallero</i>	
Printed Name:	Ken Cavallero	
Title:	manager/COO	
Date (mm/dd/yyyy):	03.18.2024	

(End)



February 29, 2024

Jeff Whittet
Battalion Chief
Novato Fire District

Dear Jeff,

Please accept this letter as a commitment offer for the incentive quotes on behalf of PG&E Government/K-12 program as administered by Willdan Energy Solutions.

The table on the following page presents the project financials for each site that we assessed. This table also includes the incentive funds that PG&E, through Willdan as Program Administrator, has committed to this project. This letter reserves those funds on a **first come first served basis**.

The GK12 program will be managing your work across 3 different projects – to be reported to PG&E on completion. The enclosed Program Participation Agreement governs each of those projects individually.

MCE, your Community Choice Aggregation, is providing enhanced incentives for your project. An enhanced incentive of \$3,000 per unit has been included in the provided table and are being used to buy-down your project costs.

Willdan and its contractor, Enovative Mechanical, will meet with Fowler Electric to verify that heat pumps will be on generator.

On Station 61, Willdan's contractor will evaluate if removal of the current boiler and storage tank can be achieved. If so, we will utilize that space for 1-2 heat pumps with the remainder going in an adjacent mechanical shed that we will construct.

Should you agree to move the project forward, a Willdan representative will periodically be onsite to oversee our subcontractor. Our subcontractor will be responsible for the pulling and closing of building permits.

If there are any questions, please contact me. We are available to schedule installation in the coming weeks.

Please let me know if there is an expected delay in signature approval as funding is limited.

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

Sincerely,

A handwritten signature in cursive script that reads "Lou Jacobson".

Lou Jacobson
Willdan Energy Solutions

cc: Tom Kouris ; Andrea Hurst

Novato Fire Protection District	Fire Station 61	Fire Station 65	Total
Existing Gas WH	399,000 BTU boiler	98 Gallon	
Proposed HPWH	4 X 120 Gallon	120 Gallon	
COSTS			
Base Cost	\$76,145.60	\$19,036.40	\$95,182.00
Add On: Electric Run	\$0.00	\$220.00	\$220.00
Add On: Sub Panel	\$4,000.00	\$0.00	\$4,000.00
Wiring contingency for generator	\$2,000.00	\$1,000.00	\$3,000.00
Add On Shed	\$10,000.00	\$0.00	\$10,000.00
Add On: Door Vent	\$0.00	\$0.00	\$0.00
Total	\$92,145.60	\$20,256.40	\$112,402.00
PG&E Incentive	\$80,145.60	\$17,256.40	\$97,402.00
MCE Match	\$12,000.00	\$3,000.00	\$15,000.00
Net Cost	\$0.00	\$0.00	\$0.00



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 Incentive¹:

Estimated Project Completion Date:

Measures - From Project Feasibility Study

EEM NO.	Measure Description	Electricity Savings (kWh)	Demand Savings (kW)	Gas Savings (Therms)
---------	---------------------	---------------------------	---------------------	----------------------

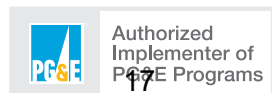
Program representatives have developed detailed calculations for proposed measures using industry standard tools, including building modeling software as required. All measures included as part of this program participation have been screened for cost-effectiveness eligibility through a TRC analysis.

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:

¹ 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 at the designated property (Site) in accordance with these Program Participation Agreement (Agreement) terms and conditions (Terms).

1. **AUTHORITY.** Customer represents and warrants it has the Project Site owner's permission to implement the Project and comply with these Agreement Terms.
2. **ELIGIBILITY.** Projects for a custom, deemed, retro-commissioning, or NMEC project must be implemented at a non-residential site that is considered a local government, local educational agency, or federal agency. Services outside of these sectors must be approved in writing by the PG&E Program Manager. The project's meter must be charged the public purpose fund surcharge, and the Project measure(s) must not have been replaced within the last 5 years and must meet all other eligibility requirements as may be required by PG&E.
3. **PROGRAM REGULATORY AND MANUAL RULES.** Project implementation is subject to all applicable California Public Utility Commission (CPUC) regulatory mandates and the Program's rules and policies, which may change without notice. Rules include: all relevant CPUC actions including but not limited to decisions, dispositions and advice letters, GK12's program implementation plan and, PG&E policies, procedures and Platform Rulebook. Individually and collectively, these are referred to as the Program Manual rules.
4. **PROJECT WRITTEN APPROVAL.** Projects that require Implementer's or PG&E prior written approval as required in the Program Manual Rules, require Customer to not remove any existing equipment/systems, pre-order, purchase, or install any measures or equipment for their Project, until receiving such written approval to avoid disqualification.
5. **INSTALLER AND MEASURE INSTALLATION.** Customer is solely responsible to obtain all qualifying measure equipment required to implement their Project, to select, contract with, and pay (which Customer can assign their qualifying incentive) an appropriately licensed Installer to install and make operational the Project measure(s). PG&E and Implementer: (a) will not supervise, oversee, perform any background checks, or have any control over the Installer performing the Project measure installation; (b) will not acquire or purchase any qualifying measures for the Project or provide any such related equipment or product warranties of any kind; (c) will not solicit installation bids, prepare or evaluate the Project's design or engineering needs and (d) and will not be responsible for any other Installer or measure fees or costs for the Project. The liability related to these issues is solely between the Installer and the Customer. Customer must contract separately with an Installer to perform as required under this Agreement, any installation or construction for their Project measures approved to be eligible to receive any Program Customer Incentive.
6. **MEASURE INSTALLATION LAW COMPLIANCE.** All Project measure installations to qualify must comply with federal, state, and local laws, safety requirements and applicable manufacturer and product instructions to be eligible for incentives.
7. **MEASURE QUALIFICATION.** Equipment leased, rebuilt, resale products, received from warranty or insurance, exchanged, or won as a prize; new parts installed in existing equipment, are not eligible to be used for project measure qualification. Qualified product must meet GK12's minimum qualification standards and governing custom or statewide workpaper requirements.
8. **PROJECT PERMITS.** Customer is responsible to obtain and pay for any required permits to implement their Project when using internal labor or a non-program installer. Customer will support and guide permitting for projects utilizing program implementing parties (contractors).
9. **PROJECT OPERATIONAL DUE DATE.** Projects must be completed and fully operational no later than one (1) year from the execution of the Program Participation Agreement. Projects that are delayed beyond the one-year threshold must receive a written extension by the GK12 Program Manager.
10. **PROJECT OR SITE CHANGES.** Any material change during or after the Project implementation or to the Site impacting the Project's energy saving benefits due to occurrences of non-routine events (i.e., required use of additional heating and cooling loads, modified operating hours), Customer will promptly provide Implementer written description of these circumstances.
11. **PROJECT DESIGN AND FEASIBILITY.** PG&E may review but has no responsibility or accountability for the Project's design, construction, installation, or maintenance nor does such review constitute any PG&E guarantee or representation as to the Project's economic, technical, or operational capability for any of the measures installed.
12. **PROJECT SITE ACCESS.** Customer agrees to provide or procure for the Implementer, PG&E, the CPUC, and their representatives Project Site access to perform Project administration and/or implementation requirements to include, but not limited to, inspection of pre and post measure installation, calculation and verification of Project baseline and actual performance energy saving measurements, etc.
13. **SAFETY.** If at any time during the Customer's participation in the Program and/or implementation of their Project, PG&E or Implementer, in their sole discretion, determines any Site conditions, Project implementation, or Program participation creates or may potentially create an unsafe situation or may adversely impact the reliability to provide electric or gas service to the Site, PG&E or Implementer shall have the right to suspend Customer's Project implementation until such time as PG&E or Implementer determines, these unsafe conditions are satisfactorily resolved and safety restored.
14. **CUSTOMER INCENTIVES.** Incentives come from California ratepayers funding and is made available under the Program on a first-come, first-served basis until such funding is depleted or as otherwise directed by the CPUC. Incentives may not exceed Project costs or the energy savings that exceed the actual annual amount of the electricity usage recorded at the Project's meter.
15. **CALCULATION OF THE PROJECT INCENTIVE.** Project incentives are paid based on the Project's completed and actual verified energy savings. Stated Project incentives, energy savings projections and installation costs on the Custom Project application are estimates only and may vary when verified. Implementer and PG&E will validate the Project's baseline energy measurements, verify the actual energy savings, and determine the Project's incentive payment to align and comply with the Program Manual Rules and these terms.
16. **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.
17. **CUSTOMERS WITH SELF GENERATION CAPABILITIES.** Customers with existing co-generation or self-generation system at the Project Site, the Project incentive is limited to the previous 12-month energy usage (kW, kWh and Therms) purchased from or delivered by the utility

providing services on the Project's meter(s).

18. PROJECTS WITH NON-PG&E ENERGY SUPPLY. Non-PG&E supply, i.e., generation or deliveries from another commodity supplier, these Project incentives will be solely determined by PG&E based only on the energy savings reflected on the electric grid or natural gas system.
19. NO DOUBLE DIPPING. Customer represents they have not received within the last five years and will not apply for five years from the date of this Agreement, to acquire any energy saving incentives or rebates offered by PG&E, other California energy saving programs using the Customer's Project or measures implemented under this Agreement.
20. ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION. Project incentives are provided in consideration of PG&E Ratepayers receiving 100 percent of the completed Project's life energy savings benefit or 5 years, whichever is less. For Projects that do not satisfy this energy savings benefit, Customer and the Program implementer shall be responsible to refund PG&E the prorated amount paid for such energy savings benefits not realized. This amount due, if any, will be off set against any incentives or payment due or such amount shall be payable within 30 days of notification.
21. PROJECT CERTIFICATIONS. Customers receiving incentives for Projects that involve receiving Incentives for energy efficiency measures must submit a written certification as required 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 such work was a licensed contractor". For HVAC Project measures, proof of the HVAC permit closure must also be provided with the required Project Certification.
22. PROJECT COMPLETION DOCUMENTATION. Prior to issuing a Project Incentive payment, all applicable Project documentation required under these Terms and in the Program Manual Rules must be provided by the Customer, i.e., paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, Project Certifications, HVAC Permit closure evidence, final engineering calculations, schematic drawings, and related documentation as requested by PG&E that substantiates the Project's energy savings result and compliance with these Terms.
23. TERM AND TERMINATION. This Agreement is effective upon the Customer's signature and expires upon PG&E receiving the Project's energy savings benefits as defined in term 20, unless terminated sooner. Customer's breach of its obligations under these Terms, or upon directive by the CPUC, may result in the Agreement's termination. Implementer nor PG&E will be liable for any damages or claims arising from such termination. Except as otherwise expressly stated, Customer or Implementer may terminate this Agreement for any reason upon 15 work days with written notice.
24. CPUC RIGHTS. The CPUC is authorized to modify Program requirements at any time. All Customer Data and Project details, results, reports, energy usage data, or other identifiable information, shall be made available to the CPUC upon request.
25. RELEASE OF CUSTOMER DATA. Customer consents to Implementer and PG&E collecting, using, processing, storing, copying, and making the same available to other California Investor Owned Utilities (IOUs) for Statewide programs, the Customer's personal identifiable information, energy usage data, account number, billing data, documentation, other Project data, collectively (Customer Data), only as required to implement the Customer's Project and comply with the CPUC administrative and compliance requirements, the Program Manual Rules and these Agreement Terms.
- 26. 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 ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
27. CUSTOMER PROJECT DATA OWNERSHIP. Customer's Project information, including the Customer Data obtained and developed in accordance with this Agreement shall be owned by PG&E and used for PG&E internal business purposes and no further consideration other than Project incentive will be paid. PG&E will not publish any identifiable Customer Data absent the Customer's written consent.
28. NO OBLIGATION. California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. Program incentives are funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no estan obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este programa. Este programa a esta financiado por los usuarios de servicios publicos en California bajo la jurisdicci3n de la Comisi3n de Servicios Publicos de California (CPUC).
29. MISREPRESENTATION. Project information provided must be accurate and if determined fraudulent or misleading the Project Incentive will be disqualified.
30. LIMITATION OF LIABILITY. PG&E shall not be liable for any costs resulting from the Project's estimated versus actual energy savings, savings not materialized, cancellation or cost increase(s), fees, claims, or other charges for any reason arising from or related to a Program's Project implementation. In no event shall Implementer, Customer, or PG&E be eligible for special, incidental, lost profits, or consequential damages because of this Agreement.
31. ADVERTISING AND NAME USAGE. Implementer and Customer agree not to use each other's name, PG&E's name, or Customer's Project Site identifying characteristic in any published materials absent the appropriate written approval.
32. ASSIGNMENT. Customer may not assign their rights or obligations under this Agreement, absent Implementer's written consent.
33. PROJECT SITE SALE/TRANSFER. Customer will seek the necessary permission to enable assignment of this Agreement if the energy benefits are not fully realized, in the event of a sale of the Project Site or transfer to another Site Owner or Customer.
34. TAX LIABILITY. The receipt of any Project incentive or rebate may result in taxable income. Incentive tax reporting is between the Implementer and the Customer.
35. TOXIC MATERIALS. PG&E and Implementer shall have no responsibility for the discovery, exposure, presence, handling, removal, or disposal of hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic substances.
36. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of California.

Customer Affidavit for Accelerated Replacement Projects

To be completed if measure application type is Accelerated Replacement (AR)

Per CPUC Resolution E-5515, all AR Projects require the customer or an authorized representative of the customer to sign the below customer affidavit statement.

I, _____, hereby certify that I am authorized to make this declaration as the Customer or as an authorized representative of the Customer, _____. By signing below, I certify the existing equipment being replaced to the best of my knowledge is in working order. I acknowledge misrepresentation of this claim will result in a rejection of all or part my Project's participation in the Program and may be required to return all or part of the incentive(s) I received according. I understand a misrepresentation may also result in my participation in this Program and/or any California ratepayer future energy savings program participation and projects being disqualified, on probation or suspended.

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.

Customer Representative (print)

Signature

Date

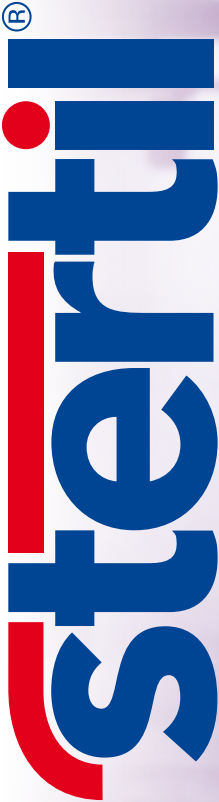
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MOBILE COLUMN LIFT

ST 1085 - ST 1100

Capacity 18,500 lbs.
or 22,000 lbs.



STERTIL
SUPERIOR SOLUTIONS BY
QUALITY PEOPLE

Superior solutions by quality people



The Stertil Group provides customized and technically advanced lifting solutions for heavy-duty customers worldwide, as well as the best possible after-sales service from factory trained local partners. These superior solutions are conceived, developed and implemented by a team of specialized professionals with unique experience. Thanks to its quality people, its total in-house production process and its international organization, Stertil-Koni is the world leader in the field of heavy-duty vehicle lifting systems.

Wireless...

Our wireless mobile column lifts with the ebright Smart Control System represent the latest in mobile column lifting technology. Using the innovative ID key, you can connect up to 32 columns in a single lift set. In most cases, the special deep cycle batteries only need to be recharged every two weeks. No time is wasted connecting up cables and the mechanic has maximum access to the vehicle, without any tripping hazards.

Wireless mobile column lifts with **ebright Smart Control System**



TOUCH SCREEN



WIRELESS



... or cabled, it's up to you

If you predominantly work in a fixed location the cabled mobile column lifts could be the best solution for you. This setup offers the possibility to connect up to 32 columns in a single lift set. All interconnection cables are equipped with heavy-duty plugs at both ends. Both the wireless and the cabled column lifts are equipped with a control panel on each individual column. Columns can be operated individually, in pairs or simultaneously as a complete set with the touch of a button. Each column can therefore be used at any given location.

Full color touch screen control

The revolutionary **ebright Smart Control System** combines intuitive ease of use with maximum visual information about the lifting process. The main advantages:

- 7" full color touch screen, works even when wearing gloves
- User-configured options, such as choice of language, safety warnings and scheduled maintenance notifications
- All relevant information available at a glance
- Customizable ID-Key to prevent unauthorized operation
- Wireless Mesh network for optimal connectivity



Reliable hydraulic technology

- Extended column life and minimal maintenance thanks to low-friction design
- Stringent testing before leaving the factory
- Manual lowering in case of a power outage
- Maximum protection of the cylinder and seal against damage

Adjustable pick-up forks

ST 1085 mobile column lifts have a fork length of 14", ideal for picking up a variety of vehicles, including vehicles with super single tires in a safe and secure manner. The fork length for the ST 1100 mobile column lift is 12". Both models can handle wheels with rim diameters from R12 to R22.5 with an adjustable fork that is easy to move manually and includes a mechanical lock.

Retractable wheels

Both the wireless and the cabled mobile column lifts are available with retractable wheels. This unique Stertil-Koni design is the best available on the market. This prevents high point loading on the floor and reduces the floor surface pressure by a factor of 10. The system is fast, efficient, very stable and extremely reliable.

Adjustable lowering speed

If you need to lower the vehicle more slowly for precision placement of under carriage components, this is easily done with a single touch.

Power supply

The Stertil-Koni wireless mobile column lifts operate on 24 VDC and are easily recharged by means of a 110 VAC wall receptacle. The Stertil-Koni cabled mobile column lifts operate on three phase at 208/230, 460/480 and 575 VAC, as well as single phase at 220 VAC.

Fast lifting and lowering

The ST 1085 and ST 1100 only take 94 seconds to reach its maximum lifting height of 73". This makes them one of the fastest mobile column lifts in the world.

Well thought out in all aspects



**32
MAX**

MAX 32 LINKED
COLUMNS



ADJUSTABLE
LOWERING SPEED



OVERLOAD
PROTECTION



UNIQUE
SYNCHRONIZATION
SYSTEM

Easy to move

Stertil-Koni mobile column lifts are indeed mobile, thanks to the synthetic roller wheels and hydraulic pallet jack mechanism with patented overload protection.

Safe working space

As an extra safety feature, we have also designed ample working space between the column and the vehicle. This ensures that the vehicle will not come into contact with the column in the event of sagging vehicle suspension.

Unique synchronization

The synchronization system is activated at a height difference of just 9/16". This ensures a safe and smooth lifting and lowering cycle, even in cases where the distribution of the vehicle weight is extremely uneven.

Lifetime guarantee

The innovative synthetic runner wheels within the column come with a lifetime parts guarantee.



○ High resolution 7" touch screen

○ Intuitive controls



Features

SMART CONTROL SYSTEM

- High resolution 7" touch screen
- Owner/User configurable system with user ID key
 - Individual user settings for setting language and units of measure
 - Protection against unauthorized use, thanks to personalized ID key
- Maintenance notifications
- Visual display of maximum programmable lifting height
- Warning and failure information
- Operation manual available on-screen

- Tracking of specific operations and information codes
- Intuitive controls with actual data about the lift:
 - Indication for Single, All or Pair operation mode
 - Information about how many columns are in the set (up to 32 columns)
 - Actual lifting height displayed
 - Lowering speed can be manually adjusted on the touch screen
 - Battery status information
 - Customizable ID-Key to prevent unauthorized operation
- Wireless Mesh network with continuous active channel search offering optimal connectivity

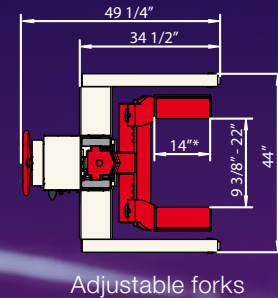
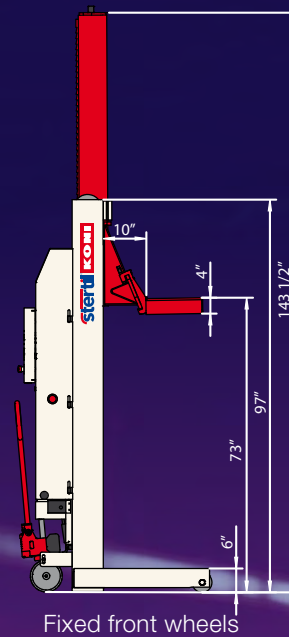
Everything under control



Overview of ST 1085 – ST 1100 models	ebright wireless ST 1085-FWA ST 1100-FWA	ebright wireless ST 1085-RWA ST 1100-RWA	ebright cabled ST 1085-FSA ST 1100-FSA	ebright cabled ST 1085-RSA ST 1100-RSA
ebright Smart Control System with a control box on each individual mobile column	●	●	●	●
Touch screen with important information about the system e.g. lifting height, operation mode	●	●	●	●
Wireless Mesh network with continuous active channel search offering optimal connectivity	●	●		
These columns utilize a power outlet in the workshop and communicate with each other via interconnecting cables			●	●
Adjustable lowering speed for slow or normal lowering	●	●	●	●
Hydraulic pallet truck mechanism with patented overload protection	●	●	●	●
14"-long adjustable fork, suitable for super single tires	ST 1085	ST 1085	ST 1085	ST 1085
12"-long adjustable fork	ST 1100	ST 1100	ST 1100	ST 1100
Fixed synthetic wheels that reduce the floor surface pressure	●		●	
Retractable synthetic wheels integrated into the base frame, for 10x less floor pressure		●		●

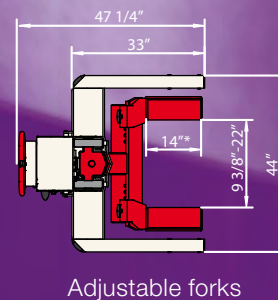
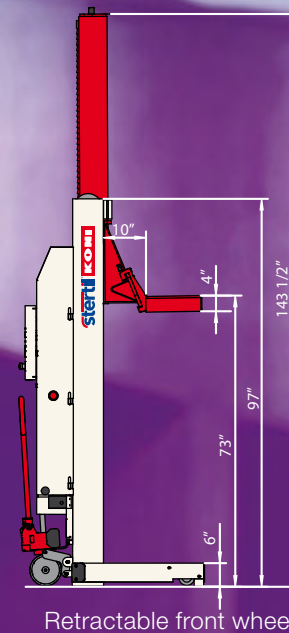
Technical specifications

- Lifting capacity: 18,500 lbs. or 22,000 lbs.
- Lift system: hydraulic lifting system with microprocessor-controlled synchronization
- Lifting height: maximum 73", automatic stop at the highest position
- Lifting time: 94 seconds
- Motor rating: 3 hp / 4 hp per column (Cabled/Wireless)
- Weight: 1,350 lbs per column (Wireless)
- Column lift height: 97"



Highest safety requirements

- ANSI/ALI-ALCTV certified (USA), CSA certified (Canada), CE certified (Europe)
- Independent mechanical locking system engages at 5" above finished floor. Locking pawl engaged by gravity. The locking system is always active, even when the column is turned off
- Locking profile with locking increments of just 1 3/8"
- Synchronization between the mobile lifting columns starts at a height difference of 9/16"
- Automatic overload protection
- Low voltage control panel with emergency stop
- Each column is equipped with hold-to-run push buttons
- Each individual mobile lifting column is tested prior to leaving the factory
- Splash-proof electrical system (IP 65).



* For the ST 1100: 12"

Accessories & options

Stertil-Koni offers an extensive package of accessories & options tailored to fit your specific needs.

More information?

For more information about the ST 1085, ST 1100, or any of Stertil-Koni's other top products, please do not hesitate to contact us. We will be pleased to assist you.



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Information Section