Pacific Gas and Electric Company
245 Market St., Room 543, Mail Code N5D, P.O. Box 770000
San Francisco, CA 94177
(415) 973-8089 . FAX (415) 973-2553

Pacific Gas and Electric Company®

PURCHASE ORDER

Date	P.O. Number
12/22/2015	2501321555

PHONE THE PG&E CONTACT IMMEDIATELY IF YOU CANNOT DELIVER BY THE DATE WANTED.

SHOW THIS PURCHASE ORDER NUMBER AND APPLICABLE ITEM NUMBER(S) LISTED BELOW ON PACKAGES, INVOICES, PACKING LISTS, AND BILLS OF LADING.

VENDOR #: 1087886

BUYER - Ana Gergen 425 502-5808 A4G2@pge.com

CITY/COUNTY ASSN OF GOVERNMENTS
CCAG EDI
555 COUNTY CENTER 5TH FL
REDWOOD CITY CA 94063

TERMS - Net 30 days Posting Date

PLEASE DELIVER TO:
Dianne Swimmer
PG&E
Building 245 Market
Floor 6th / Room 698B
245 Market St., 6th Floor
San Francisco CA 94105
415-973-4616

REFER TO ASSOCIATED CONTRACT DOCUMENTATION FOR SERVICE LOCATION DETAILS

VENDOR - THIS PURCHASE IS AUTHORIZED SUBJECT TO THE TERMS AND CONDITIONS OF OUR AGREEMENT (AGREEMENT NUMBER 4400010204). YOUR INVOICE MUST SHOW OUR P.O. NUMBER 2501321555. AND APPLICABLE ITEM NUMBERS.

Item	Product Code	Description	Quantity	Unit	Unit Price	Item Total
1		Admin San Mateo County Energy Watch	0		1.00	0
2		Marketing San Mateo County Energy Watch	0		1.00	0
3		DI San Mateo County Energy Watch	0		1.00	0
4		SER San Mateo County Energy Watch	0		1.00	0
5		Admin San Mateo County Energy Watch	124,743	USD	1.00	124,743.00
	Delivery date: 12/31/2018					
6		Marketing San Mateo County Energy Watch	207,904	USD	1.00	207,904.00
	Delivery date: 12/31/2018					
7		DI San Mateo County Energy Watch	1,161,140	USD	1.00	1,161,140.00
	Delivery date: 12/31/2018					
8		SER San Mateo County Energy Watch	600,000	USD	1.00	600,000.00
	Delivery date: 12/31/2018					

For paper invoice submission, mail original invoice to the P.O. Box. Vendors on electronic invoicing do not need to send a paper invoice.

Pacific Gas and Electric Company
P.O. Box 7760
San Francisco, CA 94120-7760
1-800-756-PAID

PLEASE SEE ASSOCIATED CONTRACT DOCUMENTS FOR GENERAL AND SPECIFIC CONDITIONS

Pacific Gas and Electric Company
245 Market St., Room 543, Mail Code N5D, P.O. Box 770000
San Francisco, CA 94177
(415) 973-8089 . FAX (415) 973-2553

Pacific Gas and Electric Company®

Date	P.O. Number
12/22/2015	2501321555

Total net value excl. tax USD	2,093,787.00

==========

Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. 2501321555 Issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400010204 dated 01/01/2016 (the "MSA") between the below-named Contractor **("Contractor"), and Pacific Gas and Electric Company ("PG&E"), a California corporation with** its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: City/County Association of Governments (CCAG)

Contractor's Address: 555 County Center - 5th Floor

Redwood City, CA 94063

This CWA consists of 31 pages and all Attachments and Exhibits indicated herein.

Project Name: San Mateo County Energy Watch

Program Job Location: San Mateo County

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below, and shall be compensated by PG&E for work performed under this CWA.

Contract is being requested so that the San Mateo County Energy Watch Program can continue to deliver energy efficiency programs.

ATTACHMENTS: Each of the following documents is attached to this CWA and is incorporated herein by this reference:

CWA TERM: This CWA is effective upon signature by both parties and expires on 12/31/2018. Time is of the essence. Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 12/31/2018.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: $2,093,787

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: City/County Association of Governments (CCAG)	
Signature	Dina Arellanes	Signature	Mary Ann Nihart
Name	Dina Arellanes	Name	Mary Ann Nihart
Title	Manager Sourcing Portfolio	Title	Chair
Date	1/20/2016	Date	1/14/16

Contract Work Authorization (CWA)

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Contractor's Address: 555 County Center - 5th Floor

Redwood City, CA 94063

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PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: City/County Association of Governments (CCAG)	
Signature		Signature	Mary Ann Nihart
Name	Dina Arellanes	Name	Mary Ann Nihart
Title	Manager Sourcing Portfolio	Title	Chair
Date		Date	1/14/16

Contract Work Authorization
CWA No. 2501321555

ADMINISTRATION			
PG&E Negotiator	Tony Abdulla	Contractor Represent	Kim Springer
Phone	415-973-6837	Phone	650-599-1412
Email	TCA2@pge.com	Email	kspringer@smcgov.org
Accounting Reference			
PG&E Work Supervisor:	Mike Foster	Phone: 415-973-0759	
INVOICE INSTRUCTIONS: Contractor shall send Invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL Invoice to:	PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	Mike Foster 245 Market Street, Room N6G San Francisco, CA 94105	
	For information regarding Invoice status, call PG&E's Paid Help Line at {800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/actpay.		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distributions of Copies:	Document Services (Signed Original Copy}	Contractor (Signed Original Copy)
	245 MARKET ST., SAN FRANCISCO	
	Work Supervisor	Manager
	Invoice Approver	Supervisor
	V.P.	Sourcing/ Purchasing
	Director	Law

LOCAL GOVERNMENT PARTNERSHIP SCOPE OF WORK

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ATTACHMENTS TO PG&E's CWA SCOPE OF WORK:

ATTACHMENT 1. Allowable Measures, Geographic Areas, and Program Customers
ATTACHMENT 2. Program Policy and Procedures Manual and Quality Assurance and Quality Control Plan Specific Requirements
ATTACHMENT 3. Intentionally omitted.
ATTACHMENT 4. Intentionally omitted.
ATTACHMENT 5. Contractor Certification of HVAC Permits and License Form
ATTACHMENT 6. Incentive Recipient Certification Form
ATTACHMENT 7. Itemization of CPUC Budget Allocation
ATTACHMENT 8. Key Performance Indicators (KPI) Reporting Data
ATTACHMENT 9. Program Management Plan Guidance
ATTACHMENT10. Customer Program Participation Agreement

Non-Utility Energy Efficiency
San Mateo Energy Watch

STATEMENT OF WORK (SOW)

1. INTRODUCTION

1.1 Contractor supports implementation of San Mateo County Energy Watch Partnership programs, offering comprehensive energy efficiency services to municipal, small and medium business (SMB) including schools, farms and nonprofits, and residential customers. These services may include energy efficiency audits, retrofits, retro-commissioning, rebates, education and training and the development of long-term energy and energy-related water reduction strategies for cities and counties. Other activities may include the support of the California Long-Term Energy Efficiency Strategic Plan, community outreach and integrated marketing efforts, and workforce development programs.

2. PROGRAM REQUIREMENTS

2.1 Program Begin and End Dates.

2.1.1 Contractor shall begin Program activities on January 1, 2016.

2.1.2 End Date for Direct Implementation Activities and Incentive Payments. Unless otherwise directed by PG&E's Program Manager (PM), all direct implementation activities, installation services and Implementer payments to Customers, shall be complete by December 31, 2018.

2.1.3 Completion of Committed Projects in 2018: Projects approved by PG&E but not completed on or before November 15, 2018 will require Implementer to act in accordance with a Legacy Policy, provided by the PG&E PM (further outlined in 6.3.1).

2.1.4 End Date for Administrative Activities. Administrative activities must be complete and submitted to PG&E with a final invoice and Final Completion Program Report, defined below by January 25, 2019. If this CWA is terminated prior to then, these items must be submitted to PG&E forty (40) days after the termination date.

3. TASK 1 - DEVELOP PROGRAM MATERIALS AND PROGRAM LAUNCH

3.1 Contractor shall develop Program Management Plan (PMP) for Program activities in the Customer geographic areas served by the Contractor as outlined in Attachment 1. The elements of a PMP are outlined in Attachment 9, and may include sections on a program overview, management activities, marketing plan, Strategic Energy Resources plan and a quality assurance and quality control plan.

3.2 Program Policies and Procedures Manual (P&P Manual): Contractor shall develop and submit a P&P Manual for PG&E's review within 30 days of the execution of this CWA. The P&P Manual shall describe the Program policies, procedures, eligibility and participation requirements (further outlined in Attachment 2). Contractor may adopt the P&P Manual of a coordinating Direct Install Implementer, with PG&E PM permission. Implementer agrees to:

3.2.1 Provide details on Program compliance with the statewide policy manuals.

3.2.2 To update the P&P Manual when relevant to ensure conformance with current CPUC policy updates.

3.2.3 Certify the P&P Manual review has been completed in conjunction with monthly reporting and invoicing.

3.2.4 Provide a change history addendum to the P&P Manual documenting the "list of affected pages" with each update.

3.3 Attend Program Meetings: Contractor shall attend Program meetings with the PG&E Program Manager and other PG&E staff, as requested, to discuss Program logistics, marketing coordination, evaluation, monitoring and verification coordination, invoicing requirements, scope of work, and any contractual issues.

3.4 Program Training: Attend training, workshops, webinars and other training events as requested by PG&E to use PG&E's data reporting systems, update information on regulatory and environmental activities, codes and standards, energy efficiency and demand response products and other information pertinent to Program implementation.

3.5 When relevant, provide training for PG&E staff and Customer field representatives either via PG&E-established Webcasts or in person at PG&E facilities. Contractor shall develop and submit to PG&E PM for review and approval an agenda of the Program training events. Implementer shall conduct additional discussions and training on an as-needed basis.

3.6 Program Forms: When applicable, Contractor must develop and/or customized the following required Program forms: Contractor Certification of HVAC Permits and License Form Attachment 5 and the Incentive Recipient Certification Form Attachment 6 described in 6.0 - Project Permits and Verification statements.

3.2.1 Task 1 - Schedule of Deliverables

Deliverable	Draft Due Date	Final Due Date

Deliverable	Draft Due Date	Final Due Date
Program Management Plan	30 calendar days following contract execution	Two weeks after receipt of PG&E PM comments
Policy and Procedures Manual	30 days following contract execution	One week after receipt of PG&E PM comments, Reviewed and updated monthly
Marketing Materials	Ongoing	Two weeks after receipt of PG&E PM comments
Training Materials	45 days following contract execution	One week after receipt of PG&E PM comments

4. TASK 2 - SOLICIT CUSTOMER PARTICIPATION IN THE PROGRAM

The following activities may take place as a part of the solicitation process for enrolling customers in PG&E energy efficiency programs.

4.1 Contractor shall evaluate potential Customers to ensure energy efficiency opportunities are identified and the Customer has the eligibility and intent to meet the Program requirements to achieve long-term energy savings. Contractor is responsible to determine the Customer meets all Program eligibility criteria and sign required Program Forms.

4.2 After the Customer executes the Access Agreement in accordance with the MSA, Contractor shall determine which Program services best serve the Customer and align with the Program goals. Contractor shall keep PG&E assigned representative(s) engaged and informed the status of Program activities. These shall include, but are not limited to:

4.2.1 Initial Walkthrough / Facility Assessment: A facility walkthrough to discuss the facility operation and equipment to understand the systems to be evaluated for efficiency opportunities. Systems may include, but are not limited to, air conditioning, process cooling and refrigeration equipment, compressed air systems, ventilation and fan systems, pumping systems, lighting, and associated controls and control systems.

4.2.2 Energy Audits: A simple energy audit to identifying potential Measures and to determine whether there are opportunities for cost-effective energy efficiency upgrades.

4.2.3 Identify Measures: Based on the audit findings, Contractor shall discuss the cost effective capital investment Measures. Contractor should identify which Measures have the most potential of generating energy savings. Contractor should also discuss other possible benefits of implementing

equipment modifications such as water conservation, safety and environmental benefits and productivity improvements.

4.2.4 Other Programs: Contractor, PG&E PM, and the Customer field representative shall coordinate to explain other applicable Program offerings and how to receive them with the Customer.

4.2.5 Customer Target List: Contractor, PG&E PM and Customer field representative shall coordinate to ensure a consistent and non-overlapping marketing approach by reviewing the initial Customer target list and identifying the best methodology to pursue each Customer segment.

5. TASK 3 - ENROLL CUSTOMERS AND PG&E'S PROJECT APPROVAL

5.1 Enrolling Customers: Contractor shall enroll qualified Customers in the Program by having them sign a Customer Program Participant Agreement (Attachment 10). Implementer will also assist Customer in obtaining all supporting documentation for PG&E to evaluate and approve Customer's Project. Contractor may provide the Customer other program materials in accordance with the approved P&P Manual and consistent with the Custom Policies and Regional Direct Install Program Policies, as provided by PG&E PM.

5.2 Design and/or Technical Assistance: When relevant, Contractor shall provide design and/or technical assistance to identify energy efficiency opportunities and to facilitate Customer's analysis and project implementation.

6. TASK 4 –PROJECT IMPLEMENTATION

6.1 Project Permits and Verification Statements.

6.1.1 If applicable, Contractor s that perform services involving the installation or replacement of HVAC units must obtain a Contractor Certification of HVAC Permits and License Form and keep it per the MSA record retention policy. CPUC Decision D.12-05-015 states: a post-installation verification statement is required for all new and replacement HVAC installations to include a space for a contractor certification that appropriate permits have been obtained and include a space for the permit number, permitting agency, contractor name, signature and date. See an example of PG&E's Attachment 5 Contractor Certification of HVAC Permits and License Form that Contractor can customize or develop their own form that is required to be approved by PG&E's PM.

6.1.2 Contractor must abide by all record retention policies as outlined in the Parties MSA, particularly in the case of a rebate or Incentive delivered directly to the customer.

6.1.3 In accordance with Public Utilities Code Section 399.4 (b) (1), recipients of a rebate must certify they have used a licensed contractor, as appropriate, and have complied with applicable permitting requirements for the installation to receive a rebate or incentive (money, products or services). Contractor shall include space on a post-installation verification forms for recipient certification that appropriate permits have been obtained, if applicable, for any rebates or Incentives offered by PG&E for an energy efficiency improvement or installation of energy efficient components, equipment, or appliances in buildings. Rebates or Incentives shall be provided only: 1) if the recipient of the rebate or Incentive certifies that the improvement or installation has complied with applicable permitting requirements and, 2) if a contractor performed the installation or improvement, that the contractor holds the appropriate license for the work performed. See an example of PG&E's Attachment 6 Incentive Recipient Certification Form that Contractor can customize or develop their own form that is required to be approved by PG&E's PM.

6.2 Energy Efficient Hardware Installation Projects.

6.2.1 Project Installation. Contractor shall assist Customer and any installation vendors, to ensure Measures are installed according to the Project timeline. Upon Customer's request, Contractor shall provide assistance, including but not limited to, bids, reviewing purchase orders, and securing financing. As a Project is being installed, Contractor shall provide periodic oversight at the Customer facility to ensure all equipment installation meets the design specification and all other Program requirements are being implemented.

6.2.2 Remedy Installation Issues. Contractor may assist in remedying all installation problems promptly. After the Measure is installed, any discrepancies between the installation documentation and the onsite verification shall be documented in the Field Verification Report. If these discrepancies involve a number of units installed or differing efficiency ratings the Project may still qualify for an Incentive, but the final Incentive shall be recalculated using the values of the installation.

6.2.3 Improper Installation. Installed equipment not meeting Program standards, improperly installed, or is otherwise not functional, such equipment will be disqualified for an Incentive and Performance Payment, where relevant. Contractor shall provide Customer a written notice explaining these discrepancies and Customer shall have 30 calendar days to resolve any issues and reschedule an inspection. If further inspections of the equipment reveal non-compliance, such equipment will no longer be eligible for an Incentive(s).

6.3 Legacy Program Projects.

6.3.1 Contractor must identify all Legacy Projects and receive PG&E's PM written approval for all Legacy Project payments for Projects that were identified and/or some Project analysis completed by Contractor or another party before the effective date of this CWA.

7. TASK 5 - PROGRAM BUDGET AND REPORTING

7.1 Program Budget, CPUC Budget Allocations

7.1.1 Program Budget. The aggregate total of PG&E payments for all Work approved under this CWA shall be the Program budget (Budget). The Budget is the maximum amount of funding allocated for this Program. If Contractor depletes funding prior to the Term, Contractor must shut down the Program. The total Budget payments are:

Time and Material Program Budget

	2016	2017	2018	Total	% Target Allocation
Administration	$41,581	$41,581	$41,581	**$124,743**	6%
Marketing	$69,301	$69,301	$69,301	**$207,904**	10%
Direct Implementation (Non-Incentive)	$387,046	$387,046	$387,046	**$1,161,139**	55%
Strategic Energy Resources (SER)	$200,000	$200,000	$200,000	**$600,000**	29%
Total Contract Budget	**$697,929**	**$697,929**	**$697,929**	**$2,093,787**	**100%**

7.1.2 CPUC Budget Allocation. Contractor may be required to provide an annual Program budget allocation in the CPUC-specified categories which includes Administration, Marketing and Direct Implementation Non-Incentive Costs and Direct Implementation Non-Incentive Costs: Strategic Energy Resources as itemized on Attachment 7. Implementer will notify PG&E if at any time during the year there is significant change that may impact this CPUC Budget Allocation.

8. TASK 6 - PROGRAM REPORTS AND INVOICE REQUIREMENTS

8.1 Monthly Progress Report documenting Program accomplishments, savings and budget tracking, Project installations performed in the preceding calendar month, Customer Feedback Survey results and Customer Service log. Contractor will work with PG&E PM on the format and content of the Monthly Progress Report but may include the following:

- Program performance
- Customer Feedback Survey Results
- Customer Service Log

8.2 Monthly Program Forecast and Accruals: Contractor will provide PG&E with a monthly Program forecast and accrual that may include, but is not limited to, the below elements. This forecast/accrual determines the energy savings Contractor seeks to achieve during the Program. PG&E relies upon the representations in the forecast to enter into this CWA. The Contractor and PG&E PM will revisit the forecast/accruals on a monthly basis to ensure that any changes in program delivery are reflected. Material changes in this forecast/accrual will impact PG&E's decision to terminate the CWA, impact the payment of Customer Incentives and Budget allocations.

- Gross Energy Savings (kW, kWh, Therms)
- Forecasted Expenditures and Accruals
- Committed and Installed Projects

8.3 Monthly Invoice(s) totals are required to be broken down by CPUC budget allocation categories. The invoice shall show the monthly, year to date, and percentage of the total budget allocation as set forth in Attachment 7. The monthly invoice will also detail the monthly amounts paid to Customer Incentives. PG&E may request proof of cancelled Incentive check.

8.4 Project Pipeline Report: Contractor shall provide monthly Project Pipeline Reports if applicable.

8.5 Monthly Key Performance Indicators (KPI) Reporting Data: Contractor shall report cumulative monthly data around quarterly forecasted energy savings and forecasted Incentive and Non-incentive spend in a format similar to that in Attachment 8, per approval by PG&E PM. Data will be collected monthly and reviewed together with the PG&E PM on a quarterly basis. Final KPIs, including annual energy savings goals, will be documented in the PMP.

8.6 Ad Hoc Reports and Additional Data: PG&E may require Contractor to provide other reports or documentation ("Ad Hoc Reports"). Additional information may be required by the CPUC.

8.7 CPUC Regulatory Reporting: Contractor shall comply with all CPUC regulatory reporting requirements. PG&E may request such data be provided in a format suitable for submittal to the CPUC.

8.8 Monthly Direct Costs/Activities (applicable to Time and Materials invoices): Contractor shall provide a list of individuals and total hours worked by each individual per month.

8.9 Annual Forecast: Contractor shall provide an annual updated forecast for administrative, marketing, direct implementation non-incentive and Customer Incentive costs consistent with the CPUC Budget Allocation budget format specified in this CWA.

8.10 Contractor shall deliver a Final Program Report upon Program completion and shall include, but is not limited to, the following topics:

- Program Overview
- Summary of Program Accomplishments
- Description of Best Practices or Program Improvement Recommendations
- Description of Challenges or Other Issues
- Other items as requested by the PG&E PM

Task 6 Invoicing and Reporting Schedule of Deliverables

Deliverable (Per Project)	**Due Date**
Monthly Progress Report	15th calendar day of the month
Monthly Invoice with breakdown of administration, marketing, direct implementation costs and actual monthly Customer Incentive payments	15th calendar day of the month
Monthly Forecast and Accrual Report	15th calendar day of the month
Pipeline Report	20th calendar day of the month
Annual Forecast	Per PM request
KPI Reporting Data	Monthly, as relevant for Program
Ad-Hoc Reports	As needed
CPUC Reports	As needed
Final Program Report	30 days after Program Completion

9. PROJECT COMPLETION AND PROGRAM PAYMENT TERMS

9.1 Time and Materials-Based (T&M) Payments (if applicable): Contractor shall bill PG&E for that portion of the Budget which PG&E has agreed to pay on a time-and-materials, not-to-exceed basis for each of the Tasks and Deliverables indicated as "T&M Payments" according to the labor rates contained in this MSA.

9.2 Legacy Project Payment Terms: Projects committed or planned, but not installed, shall be governed under the terms described below under Legacy Projects, unless otherwise agreed to in writing.

9.3 Customer Incentive Payments and Direct Installation Reimbursements: The "Gross Participant Cost", is a Customer co-payment which should not be billed to PG&E which PG&E will not pay.

9.4 Budget Adjustments/Measure Disallowance/Termination.

9.4.1 PG&E reserves the right to: (a) reduce or increase the Budget and its associated savings, (b) shift program funds, or (c) cancel or terminate the CWA with 45 days written notice to Contractor.

9.4.2 PG&E reserves the right to modify any Program requirements that include, but are not limited to, CPUC directives, Program portfolio reviews, Measure energy savings, net-to-gross ratios, energy costs, Measure effective useful life and adjustments to Incentives. Contractor shall make these modifications upon notice from PG&E accordingly.

9.4.3 If PG&E reduces funding, terminates the CWA, or the Program is discontinued, Contractor shall provide a Project(s) status report and PG&E shall reimburse Contractor for all labor and expenses associated with the completion of the Project(s) status report.

10. RAMP-DOWN PROGRAM

10.1 Program Ramp-Down. Unless otherwise agreed, Contractor shall provide a plan to ramp down the Program (Ramp Down Plan) by December 1, 2018. The Ramp-Down Plan must take into consideration that all Projects should be complete and Incentives paid by December 15, 2018.

10.2 Program Shut-Down Notification: Contractor shall develop for PG&E PM approval a shut-down notification as part of the Ramp Down Plan. The notification shall be sent to Customers no later than 14 days after notification to Implementer to ramp down the Program. Implementer shall develop the Notification to be approved by the PG&E PM. The Notification will provide Program shut down information, identify a specified representative for warranty issues and to contact PG&E to pursue other PG&E energy efficiency programs.

10.3 If Program funding is no longer available, Contractor must immediately notify Customers in writing the Program is being shut down.

10.4 Ramp-Down Schedule of Deliverables.

Deliverable (Per Project)	**Due Date**
Program Ramp-Down Plan	No later than December 1, 2018, or as requested by PG&E PM
Shut-Down Notification	No later than December 15, 2018, or as requested by PG&E PM

11. NOTICES

11.1 Contractor designates: Kim Springer, 555 County Center – 5th Floor, Redwood City, CA 94063, (650)599-1412, kspringer@smcgov.org as Implementer's Contract Representative for all matters relating to this CWA.

11.2 PG&E designates Mike Foster, 245 Market Street, Mail Code N6G, 415-973-0759, m2fx@pge.com as PG&E' s PM for all matters relating to CWA.

11.3 The Parties may modify their designated contact representatives at any time by providing the other Party with a written update notification with the new contact information.

12. CPUC AUTHORITY

12.1 This CWA and SOW can be modified at any time in accordance with any directive of the CPUC and regulation of PG&E. Any information, results and reports regarding this CWA and SOW shall be made available to the CPUC.

Attachment 1

Allowable Measures, Geographic Areas, and Customers to be Served by this Program

This Attachment describes the Measures that Contractor may install and the Customers and geographic areas (within the Service Territory). Contractor shall not install any other Measures or serve any other Customers under this Program without the prior written approval of the PG&E PM.

Contractor understands there are other implementers, including PG&E, local governments, other affiliates and similar third party implementers that may include the same Measures, Customers, and geographic locations.

For the purpose of avoiding Customer confusion, ensuring satisfaction, and avoiding duplication and overlap of services among the Program and offerings of other implementers, Contractor shall abide by the assignment of Customers, geographic area and Measures as described below. PG&E reserves the right in its sole discretion to amend these assignments during the course of the Program. No deviation from these assignments is permitted without the prior written consent by the PG&E PM.

Eligible Customers:

Contractor may serve the following Customers:

- Municipal customers, including but not limited to cities, counties, special districts, and K-12 public schools.
- Small and Medium Businesses (SMB) - including non-profit organizations, farms and private schools. SMB customers are defined as non-residential customers with an annual maximum peak demand of less than 200 kW.
- Residential customers (via Moderate Income Direct Install (MIDI) program or other Partnership-funded Residential Programs)

Any exceptions to this list of eligible customers must be approved in writing by the PG&E PM.

Eligible Geographic Area:

Contractor may serve the above eligible customers in San Mateo County within PG&E's service territory.

Allowable Measures: All eligible Core Deemed, Core Calculated and Direct Install measures must be consistent with the Custom Policies and Regional Direct Install Program Policies.

Excluded Customers

Contractor shall not serve the following Customers unless authorized by PG&E PM.

1. Lodging – Customers in the Lodging market sector defined here as businesses that offer overnight accommodations (NAICS 72111x, 72119x, 7213xx). PG&E is currently considering opening up a portion of the Lodging market to Regional Direct Install programs. PG&E may issue an update to this exclusion in future.
2. Colleges – Customers in the college market sector (NAICS 6113xx).

3. Supermarkets and Groceries – Contractor will only address neighborhood, privately owned supermarkets and grocery stores (NAICS 445xxx) up to a Maximum Demand of 200 kW who do not have existing multiplex refrigeration systems and do not have more than 10 stores total located within PG&E's service area. For customers in this segment whose refrigeration equipment includes multiplex systems, no services will be offered.

4. Furniture and Retail Stores – Customers in the furniture store market sector (NAICS 4232xx, 442xxx) and retail sector with Maximum Demand greater than 200 kW or that have more than 10 stores total located within PG&E's service area.

5. Wineries – Customers in the winery market sector (NAICS 31213x), unless the customer meets the following three conditions:

    a. The customer must have a demand of 200 kW or less within the past 12 months.

    b. The savings opportunities are lighting and refrigeration measures only. If there are other technologies that the customer is interested in, the customer should be referred to the PG&E WIES Program.

    c. The customer is not currently being served by WIES, per PG&E PM confirmation.

6. Waste Water Treatment Plants -- Customers in the wastewater treatment market sector (NAICS 22132x).

7. Tribal Casinos – Customers in the tribal casino market sector (NAICS 7132xx and 72112x) except for non-Casino related tribal facilities (e.g., small business on reservation can be served by Regional Direct Install)

8. Dairies – Customers in the dairy market sector (NAICS 11212x, 3115xx).

9. Medical Facilities - Customers in the medical facilities market sector who are not nonprofit organizations, including nursing homes, medical office buildings and hospitals on an E19 rate schedule or that are part of one of the larger health organizations e.g., Kaiser, VA, Sutter and Catholic Healthcare West.

10. Common Area of Mobile Home Parks.

Legacy Projects:

As a general rule, projects will receive incentives that correlate to the year in which the project is paid. In the case when a Legacy Policy is allowed, Contractor will get PG&E PM approval on all proposed legacy projects before project installation.

A legacy policy was instituted for a limited number of projects initiated in 2015 but paid in 2016. This legacy policy applies to small and medium businesses, non-profits, local governments, and special districts as well as K-12 public schools served by Regional Direct Install Programs. If the conditions outlined in the policy listed below are met, a project will be considered a "legacy" project and PG&E will honor 2015 incentive rates. A final list of PG&E PM approved legacy projects should be included in the PMP. The 2015 Legacy Policy is as follows:

2015 Legacy Policy for Regional Direct Install Programs – SMB Policy

To qualify as a legacy project, all of the following conditions must be met:

- **Proposal Date:** Proposals must have been provided to the customer by 10/30/15 or earlier

  - Measures that will be discontinued (sunset) by December 31, 2015 will not be eligible for energy savings or incentives in 2016, irrespective of this legacy policy
- **Commitment Date:** The customer must have a signed commitment no later than 11/15/15
- **Legacy Project List:** Contractors must submit a list of all legacy projects to PG&E by 11/20/15
  - This list should include the customer name, SAID, estimated savings, estimated incentives, and indicate if the project is DMGD compliant [Yes or No]
  - Projects not included in this list will not be eligible
- **Upload Date:** Legacy projects must be completed and uploaded to Energy Insight by 03/01/16

Program Contractors will have the flexibility of determining their own installation deadline to accommodate the time needed to be ready for upload by 03/01/16. Projects paid in 2016 that miss any of the above deadlines will not be eligible for this legacy policy and will default to 2016 incentive levels. PG&E intends to pay all legacy projects by the end of March 2016.

Important Notes:
- Projects paid in 2016 will receive 2016 energy savings values
- Performance payments (where applicable) will be based on 2016 energy savings values
- The deemed-must-go-deemed policy shall be suspended for legacy projects only

End of Year Deadline for VRS
As a reminder, projects to be paid through VRS must be uploaded to the Vendor Rebate System (VRS) no later than December 10, 2015, as previously communicated on September 25, 2015. VRS will no longer be available for rebate processing beginning January 1, 2016. Any projects that will be paid in 2016 must be submitted and processed through Energy Insight.

2015 Legacy Policy in Regional Direct Install Programs - Proposition 39 Projects

PG&E Government and Community Partnerships will allow a Legacy Policy for projects submitted as part of a Prop 39 Energy Expenditure Plan (EEP) to the California Energy Commission (CEC). PG&E realizes that customers require more time to commit to and install projects due to the CEC timeline for reviewing and approving EEPs and the California Department of Education (CDE) timeline for dispersing Prop 39 grant funds. If the incentive levels were to change significantly between the time the EEP is submitted to the CEC and the time the project is implemented, the customer could be required to re-submit an EEP for CEC approval. To avoid this scenario, a project will be considered a "legacy" project, and PG&E will honor the 2015 incentives if the following conditions are met:

- **Proposal Date:** Proposals must have been provided to the customer by 10/30/15 or earlier
  - Measures that will be discontinued (sunset) by December 31, 2015 will not be eligible for energy savings or incentives in 2016, irrespective of this legacy policy
- **Legacy Project List:** Contractors must submit a list of all legacy projects to PG&E by 12/31/15
  - This list should include the customer name, SAID, estimated savings, estimated incentives, and indicate if the project is DMGD compliant [Yes or No]
  - Projects not included in this list will not be eligible
- **EEP Submittal Date:** The customer must have submitted an EEP to the CEC with 2015 incentive rates no later than 3/31/16
- **Upload Date:** Legacy projects must be completed and uploaded to Energy Insight by 1/15/17

Program Contractors will have the flexibility of determining their own installation deadline to accommodate the time needed to be ready for upload by 1/15/17. Any proposed Prop 39 legacy projects that miss any of the above deadlines will not be eligible for this legacy policy and will default to 2016 incentive levels. PG&E intends to pay all Prop 39 legacy projects by early February 2017.

Important Notes:
- Projects paid in 2016 will receive 2016 energy savings values
- Performance payments (where applicable) will be based on 2016 energy savings values
- The deemed-must-go-deemed policy shall be suspended for legacy projects only

End of Year Deadline for VRS
As a reminder, projects to be paid through VRS must be uploaded to the Vendor Rebate System (VRS) no later than December 10, 2015, as previously communicated on September 25, 2015. VRS will no longer be available for rebate processing beginning January 1, 2016. Any projects that will be paid in 2016 must be submitted and processed through Energy Insight.

Attachment 2

Program Policy and Procedures Manual and Quality Assurance and Quality Control Plan Specific Requirements

Contractor agrees to review and comply with the following Statewide Program policy manuals found and updated on these sites which contain and outline the requirements below:

- Customized retrofit (CR): http://www.pge.com/en/mybusiness/save/rebates/ief/index.page
- Retro-commissioning (RCX): http://www.pge.com/en/mybusiness/save/rebates/retrocommissioning/index.page
- Customized new construction (CNC) & Savings by design (SBD): http://www.pge.com/en/mybusiness/save/rebates/inc/index.page

  Energy Efficiency Policy Manual: http://www.cpuc.ca.gov/nr/rdonlyres/7e3a4773-6d35-4d21-a7a2-9895c1e04a01/0/eepolicymanualv5forpdf.pdf

Minimum Requirements	**Program P&P**	**Quality Assurance and Quality Control Plan**	**Post-Installation Permit Compliance Form**
Program Process Must include Implementer and Customer responsibilities, sufficient that Customer can read and understand how to participate in program.	X		
Program Begin & End Dates • Program Begin and End Dates	X		
Customer Eligibility Requirements • Must include that Customer must be a PG&E Customer paying the Public Purpose Program Charge • Per Attachment 9 (Program Limited to Service Territory). • Must be consistent with this Contract or with subsequent modifications approved in writing by the PG&E Program Manager.	X		

Incentive Payment Process
 	
• Discuss process and requirements for Incentive payment to Customer.
  o Are original receipts needed or is a copy okay?
  o What happens if the Incentive application is rejected?
• Is the Customer required to reserve funding prior to Measure installation?
	X		

IRS 1099 Reporting procedures o Per PPA	X		
Dispute Resolution Procedures • Must apply to both subcontractors and Customers. • Per Parties MSA	X	X	
• Eligible Product Specifications	X		
Limited funding First-come, first served, while funding lasts.	X		

Minimum Requirements	**Program P&P**	**Quality Assurance and Quality Control Plan**	**Post-Installation Permit Compliance Form**
Program Process Must include Implementer and Customer responsibilities, sufficient that Customer can read and understand how to participate in program.	X		
Disclosure and auspices line in both English and Spanish • Per Parties MSA	X		
Access Agreement • Per Parties MSA	X		
Prevention of Double Dipping • Per Parties MSA	X		
• Installation Agreement	X		
Limitation of liability, per Parties MSA • Must limit PG&E's liability. Implementers generally also limit their own.	X		
Installation Standards • As applicable		X	
Installation Schedule • As applicable		X	
Product specifications for eligible measures/hardware • Implementer's standards must meet or exceed PG&E's specifications.		X	
Verification Plan • Must describe, at a minimum the percentage of inspections to be conducted, the inspection agent and who will pay inspection costs.		X	
NGAT (Natural Gas Appliance Testing) • Must describe how the Implementer will comply with PG&E NGAT requirements.		X	
Customer Feedback Survey • Must describe surveying process and methodology. • Must address the following topics, at a minimum: Customer's perceived convenience of the Program, notification of other energy efficiency programs available, and Customer's overall satisfaction with the Program providers.	X		
• Any other Q/A procedures relevant to Implementer's Program		X	
Technical Reports		X	

Minimum Requirements	**Program P&P**	**Quality Assurance and Quality Control Plan**	**Post-Installation Permit Compliance Form**
Program Process Must include Implementer and Customer responsibilities, sufficient that Customer can read and understand how to participate in program.	X		
Disclosure for programs that develop technical reports			
• Any Other Documents	X	X	
Insert language, if applicable: THIS INFORMATION MUST BE PROVIDED BY THE CONTRACTOR TO COMPLY WITH CPUC DECISION D.12-05-015 FOR ALL HVAC INSTALLATIONS. I certify I am a licensed contractor and have complied with applicable permitting requirements, as appropriate, for this HVAC installation or replacement. Permit #_____Agency_____ Signature_____ Date_____ Name (Print) _____			X
Insert language: THIS SECTION MUST BE COMPLETED FOR ALL ENERGY EFFICIENCY PROJECTS FOR WHICH INCENTIVES ARE ISSUED TO COMPLY WITH PUBLIC UTILITIES CCODE SECTION 399.4 (b) (1). [ ] By checking this box, I certify I have used a licensed contractor, as appropriate, and have complied with applicable permitting requirements for this installation. Signature _____ Date _____ Name (Print) _____ Note: The PG&E Customer must sign this section when an incentive check is issued to the Customer. If the incentive check is issued to the Third Party Implementer or contractor/installer, the Third Party Implementer must provide this certification.			X

Program Policy and Procedures Manual

The Program Policy and Procedures manual shall be developed and delivered to PG&E within 30 days of contract award and updated subject to the following requirements:

- Contractor shall review the P&P manual monthly to ensure conformance with current CPUC policy updates
- Contractor shall certify that the P&P manual review has been completed in conjunction with monthly reporting and invoicing
- Contractor shall provide a change history addendum to the P&P manual documenting the "list of affected pages" with each update.
- Contractor shall provide and electronic copy of the updated manual and change history addendum to the PG&E PM with each update.

Marketing Plan

Contractor shall develop and/or modify all Program forms, marketing materials, brochure's, fact sheets, advertisements, presentations, Web site content, and other materials required to implement and promote the Program for PG&E's review and approval. Contractor shall also participate in all training events required to develop and launch the Program. Marketing Plan shall include, but is not limited to, a description of:

- All Program marketing materials
- Program Marketing objectives, tasks and timelines
- Program Web site structure and content (as applicable)
- Identify PG&E involvement and other resources to promote the Program
- Program Marketing plans to create and use at least one Program marketing piece that uses the PG&E trademark and brand.
- Develop requirements to notify PG&E in writing prior to implementation and coordinate Program marketing activities.

Quality Assurance and Quality Control Plan (QA/QC Plan)

The Quality Assurance and Quality Control Plan (QA/QC Plan) shall include, but is not limited to:

- Description of product specifications, inspection procedures and requirements, and all other QA procedures regarding the Program.
- A procedure for Customer issues ("Dispute Resolution Plan") starting with Implementer's staff and escalating to the PG&E PM.

Attachment 5

Contractor Certification of HVAC Permits and License Form

Contractor must develop a Contractor Certification of HVAC Permits and License Form, modeled after this PG&E form. Contractor may integrate the collection of this information in their existing processes. Contractor's Form must be approved by the PG&E PM.

Contractor Certification of HVAC Permits and License for
Pacific Gas and Electric Company (PG&E) Customized Incentive Projects

To be completed by the licensed contractor for the following programs:

- ☐ Non Residential Retrofit
- ☐ Retrocommissioning
- ☐ Savings by Design
- ☐ Customized New Construction
- ☐ Commercial Whole Building

Important Details:

- This form must be signed and dated by a licensed contractor and then submitted, along with project invoices, after completion of your project.
- Please refer to the email cover letter sent with this form for full project incentive process and final payment instructions.
- Questions about this form or process? Contact your PG&E Project/Implementation Manager. **Your Project/ Implementation Manager is:**

Name

Email

Phone Number

In accordance with California Public Utilities Commission (CPUC) Decision 12-05-015, contractors installing HVAC measures are required to certify that they are licensed and that appropriate permits have been obtained.

This form must be completed and signed by the licensed contractor installing or overseeing the installation of the HVAC measures and returned to PG&E by the incentive recipient (PG&E customer or Third Party Implementer or Project Sponsor) before an incentive check can be issued.

Instructions:

This form must be filled out by the licensed contractor installing or overseeing the installation of HVAC measures and returned to the Project Office Implementation Manager along with the project invoices after installation of the project.

STEP 1 PROJECT APPLICATION NUMBER

☐☐☐☐☐☐☐☐☐☐

STEP 2 PERMIT INFORMATION

This information must be provided by the contractor to comply with CPUC decision 12-05-015.

As an authorized agent of my company, I certify I am a licensed contractor and have followed applicable permitting requirements for this HVAC installation or replacement.

☐☐☐☐☐☐☐☐☐☐☐☐☐

Permit Number

Permitting Agency

Contractor Company Name

Company Representative (Name & Title)

Signature Date

STEP 3 RETURN (along with project invoices) TO

Name Phone

Email Fax

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Attachment 6

Incentive Recipient Certification Form

Contractor must develop an Incentive Recipient Certification Form, modeled after this PG&E form. Contractor may integrate the collection of this information in their existing processes. Contractor's form must be approved by the PG&E PM.

Incentive Recipient Certification of Contractor License and Permits for Pacific Gas and Electric Company (PG&E) Customized Incentive Projects

To be completed by the incentive recipient for the following programs:

- ☐ Non Residential Retrofit
- ☐ Retrocommissioning
- ☐ Savings by Design
- ☐ Customized New Construction
- ☐ Automatic Demand Response
- ☐ Commercial Whole Building

Important Details:

- Sign, date, and submit this form, along with project invoices, after completion of your project.
- Please refer to the email cover letter sent with this form for full project incentive process and final payment instructions.
- Questions about this form or process? Contact your PG&E Project/Implementation Manager. **Your Project/Implementation Manager is:**

Name

Email

Phone Number

In accordance with Public Utilities Code Section 399.4 (b) (1), recipients of incentives must certify that they have used a licensed contractor, as appropriate, and have complied with applicable permitting requirements for the installation to receive a rebate or incentive from PG&E.

This form must be signed and returned by the PG&E incentive recipient (PG&E customer or Third Party Implementer or Project Sponsor) before an incentive check can be issued.

Instructions:

This form must be filled out by the incentive recipient and returned to your PG&E Project/Implementation Manager along with the project invoices after installation of the project.

STEP 1 PROJECT APPLICATION NUMBER

☐☐☐☐☐☐☐☐☐☐

STEP 2 CERTIFICATION OF COMPLIANCE

As an authorized agent representing this project, by signing below, I certify that the improvement or installation complies with any applicable permitting requirements and, if a contractor performed the installation or improvement, the contractor holds the appropriate license for the work performed.

Signature

Name (Print)

Account Holder/Customer Name

Title

Date

STEP 3 RETURN TO

Name

Phone

Email

Fax

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May 2013 CSB 0513 2234

Attachment 7

Itemization of CPUC Budget Allocation

Upon PG&E PM request, Contractor may be asked to complete a cost allocation budget exercise resembling the attached worksheet.

ZP CSMA
Attachment 7 - E...

Attachment 8

Key Performance Indicators (KPI) Reporting Data

KPI Implementer
Data Entry_1020201!

Sample Input Template

Metric Group	Weight: KPIs	Weight: Metric Score	Key Performance Indicator (K	Description and (Detailed Calculation of KPI)	Data Source	Q1'16 Actual Savings achieved by subprogram (kWh)	Q1'16 Forecasted Quaterly energy savings (kWh)
Energy Savings	5.00	5.00	Energy Savings Performance to Target	A quarterly and year to date comparison of energy savings achieved within the authorized budget and PG&E defined timeline by a subprogram to the energy savings that was in the forecast and accruals (F&A) subsequent rolling forecast document / Actual Net savings achieved by subprogram (forecast energy savings by quarter for unadjusted savings (kWh, kW, Therm))	Implementer		
						Actual Savings achieved by subprogram (Therm)	Forecasted Quaterly energy savings (Therm)
						Actual Savings achieved by subprogram (kW)	Forecasted Quaterly energy savings (kW)
				Notes			

Metric Group	Weight: KPIs	Weight: Metric Score	Key Performance Indicator (KPI)	Description and (Detailed Calculation of KPI)	Data Source	Q1'16 Actual # of committed projects	Q1'16 Forecasted # of committed projects
Schedule Adherence	1.50	5.00	Committed project volume performance to target	Quarterly analysis of the actual energy savings in regard to committed projects compared to the projected energy savings of committed projects needed to meet energy savings goals as identified and tracked via the rolling forecast and accruals (F&A) document that is submitted with the invoice template. F&A will be replaced by EI (Actual energy savings of committed projects / Forecasted energy savings of committed projects (customer participation agreements for deemed)) x 100	Implementer		
				Notes			

Metric Group	Weight: KPIs	Weight: Metric Score	Key Performance Indicator (KPI)	Description and (Detailed Calculation of KPI)	Data Source	Q1'16 Actual # of installed projects	Q1'16 Forecasted # of installed projects
Schedule Adherence	1.50	5.00	Installed Project Volume Performance to Target (100% weight for deemed projects)	Quarterly analysis of the energy savings in regard to installed projects compared to the projected energy savings of installed projects needed to meet energy savings goals as identified and tracked via the rolling forecast and accruals (F&A) document that is submitted with the invoice template. F&A will be replaced by EI (Actual energy savings of installed projects / Forecasted energy savings of installed projects) x 100	Implementer		
				Notes			

Attachment 9

Program Management Plan Guidance

This outline is to provide guidance in preparing a Contractor's Program Management Plan.

1. Introduction: Summarize objectives and the major components of the Implementer
    a. Program Overview
    b. Goals: List energy saving and non-energy saving goals
    c. Targeted Customer Segments, Eligibility Requirements
    d. Program Dates
    e. Staff and Subcontractor Responsibilities
        i. Team Org Chart - departments, subcontractors, and reporting structure
        ii. Key staff names, titles, and responsibilities
    f. Local Hiring
    g. Work Scheduling Methodology
    h. Implementation Timetable (template provided by PG&E)
    i. Coordination Plan: Indicate how Implementer will coordinate other programs offered by PG&E
    j. Process for providing Incentives: Discuss process and requirements for incentive payment to customer
    k. IRS 1099 reporting procedures
2. Program Elements: Describe activities in the following areas:
    a. Energy Efficient Retrofits (as applicable)
        i. Implementation Process
        ii. Eligible product specification or standards
    b. Direct Install (as applicable)
        i. Eligible product specification or standards
        ii. Single Family and Multifamily Direct Install
        iii. Implementation Process
    c. Retro-Commissioning (as applicable)
        i. Implementation Process
        ii. Eligible product specification or standards
    d. Technical Assistance (as applicable)
        i. Energy Assessment Reports
        ii. Audit Services
    e. Policy Assistance (as applicable)
        i. Policy development and implementation
        ii. Codes and standards
3. Management Activities
    a. Meetings
    b. Communications
    c. Data Collection and Management
    d. Reporting
    e. Customer Satisfaction Surveys
4. Outreach, Coordination and Marketing Plan
    a. Objectives
    b. Target Audience
    c. Outreach Activities
    d. Coordination with other stakeholders
    e. Marketing Material and Collateral
        i. Web site structure (as applicable)
        ii. Co-Branding
    f. Marketing Message
        i. Outline the major components of the message
        ii. Customer disclosure text and partnership agreement
    g. Marketing Schedule

    h. Distribution Channels
5. Training and Education Plan
    a. Objectives
    b. Target Audience
    c. Classes
        i. Schedule
        ii. Curriculum
    d. Workshops
        i. Schedule
        ii. Curriculum
6. Strategic Energy Resources
    a. Description of activities that promote the CA Energy Efficiency Strategic Plan
    b. Metrics for activities
    c. Expenditures associated with these activities
    d. Description of Expansion activities
    e. Expenditures associated with these activities
7. Quality Assurance and Quality Control Plan
    a. Verification: Describe at a minimum the percentage of inspections to be conducted, the inspection agent and who will pay inspection costs
    b. Tracking customer complaints
    c. Resolving customer complaints
    d. Avoiding double dipping
    e. Dispute resolution procedures (applies to subcontractors and customers)
    f. Appendix (include appropriate program documents such as applications and agreement)

Attachment 10

Customer Program Participation Agreement

As used throughout this document, the term "Party" means Implementer and Customer, collectively the "Parties."

Customer Project Specific Terms and Conditions

1. Project Eligibility and Approval. PG&E in its sole discretion will determine the eligibility and approval of the energy efficiency of Measures at the Customer's site (Project). Eligibility requirements include and are not limited to, 1) Project site must be receive gas and/or electric service from PG&E; 2) Customer must be non-residential; 3) whether Measures to be installed satisfy incentive amounts; 4) inspections of the Project site before and after the installation of Measures; 5) and any additional information or requirements requested by PG&E to implement and approve the Customers Project.

2. Feasibility: If applicable, PG&E's and/or its consultant's may review the design, construction, operation or maintenance of the Project, Measures, Project documentation to determine eligibility, incentives and approval. PG&E's review does not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the Project or its Measures. Implementer is solely responsible for the economic, technical feasibility, operational capability and reliability of the Project and its Measures.

3. Savings: Implementer is implementing the Project on Customer's behalf and is solely responsible for ensuring Project savings are calculated using the appropriate baseline, installed according to Customer's specifications and is delivering the estimated savings. Customer understands Incentives will be paid only for energy savings that exceed California Title 20 and Title 24 standards, or industry standards in the absence of applicable local, state or federal standards.

4. Program Dates: All Incentives and installations must be paid and complete by 12/_/YYYY. Applications must be postmarked by___/_____/YYYY in order for Incentive to be processed and paid.

5. Project Commitment Process: The step-by-step commitment process is: **Note**: *Implementer please describe per Project*_____
_____.

6. Qualifying Equipment: **Note**: *Implementer please describe per Project*_ _____

_____

7. Project Operations. Customer is responsible for checking the product/equipment specification to make sure that all requirements are met.

8. New Products. New products ordered, purchased and installed prior to 1/1/YYYY or after 12/15/YYYY do not qualify for an Incentive. Resale products, products leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products do not qualify.

9. Documentation Submittal Requirement: The documentation which must be submitted is: *Implementer please describe per Project* _____.

10. Measure or Site Details: Measures eligible to be installed are: **NOTE**: *Implementer please describe per Project* _____

_____.

11. Eligibility: Customer must be an electric or natural gas Customer of PG&E with an active meter serviced by PG&E. Customers throughout PG&E's Service Territory with the following NAICS codes are eligible: **NOTE**: *Implementer please list:* _____.

12. Incentive Payment:

Eligible Measures and associated energy savings are: **NOTE**: *Implementer please list or include as an attachment* _____

_____.

Energy savings calculation methodology, including baseline calculation for calculated Projects and/or minimum efficiency standards as applicable is **NOTE**: *Implementer please attached or is as follows:* _____

_____.

Expected Incentive payment and payment calculation methodology is: **NOTE**: *Implementer please attached or is as follows:* _____

_____.

Customer Project General Terms and Conditions - ***Note***: *If Implementer wants to modify the Customer Project General terms and conditions must be approved in writing by the PG&E PM.*

1. Funding: Implementer is receiving funds from PG&E, under the auspices of the California Public Utilities Commission (CPUC) for this Project, but the Parties agree PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement. PG&E makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or equipment installed pursuant to this Agreement, and expressly disclaims any such representation, warranty or liability.

2. Incidental and Consequential Damages: IMPLEMENTER OR CUSTOMER SHALL NOT BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISING FROM THIS AGREEMENT.

3. Life of Product: Customer understands Incentive payments are based on related energy benefits over the life of the product. Customer agrees if 1) Customer does not provide PG&E with 100% of the related benefits for the life of the product or a period of 5 years, whichever is less, or 2) Customer ceases to be a distribution Customer of PG&E during said time period, Customer shall refund a prorated amount of Incentive payment(s) to PG&E based on the actual period of time for which Customer provided the related energy benefits as an electric Customer of PG&E.

4. Customers with self-generation capabilities: If Customer has existing ensile cogeneration or self-generation, Implementer shall not pay Incentives for energy savings that exceed Customer's annual

energy usage from PG&E. KW, kWh and therm savings are limited to the previous 12 months quantity of kW, kWh, and/or therms purchased from or delivered by the utility on the meter(s), serving the equipment to be installed, for which the utility collects as directed by the CPUC. The previous 12 months are defined as the year prior to the date the Customer signed this Agreement (including usage from Standby Service and less savings associated with pending energy efficiency applications). This policy is subject to change with 30 day written notice to Customer.

5. Incentives. Incentives, energy savings, and installation costs in this Agreement are ESTIMATES only and may vary upon verification and completion of the Project approval process.

6. Incentive may not exceed Project cost: Customer must submit Project invoice(s) which include: vendor name/address/phone, itemized listing of product(s) including quantity, product description(s), manufacturer, model#, and other identifying information as appropriate, Project cost, date invoice paid or payment terms, and installation date.

7. If Tenant: If Customer is a tenant, Customer represents they have obtained the property owner's permission to install the Measure(s) for which Customer is applying for an Incentive payment. Access and Verification Inspection: PG&E requires Project inspections and performance measurements to verify the incentive. These inspections are not to determine any safety issues. Customer will allow, if requested, a representative from PG&E, the CPUC, Implementer, or any authorized subcontractor reasonable access to Facility to verify the installed product.

8. Compliance with Laws: Implementer shall comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to the implementation of this Project.

9. Advertising: Implementer and Customer agree not to use the names or identifying characteristics of the Customer's Facility, Customer's name or Implementers name for published Project reports (except to fulfill reporting requirements to PG&E and/or the CPUC), advertising, sales promotion or other publicity without written approval. No Double-Dipping: Customer understands they cannot receive Incentives for the same product, equipment or service from more than one California investor-owned utility or third party Energy Efficiency program offering Incentives for the same product, equipment, or service funded by the CPUC. This prohibition applies three years prior to and three years after receiving Incentives for the same product, equipment or service.

10. No Obligation: California consumers are not obligated to purchase any full fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos. Bajo este programa. Este program a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).

11. Availability of Funds: This program is available on a first-come, first served until allocated funds are depleted. This Program may be modified or terminated without notice.

12. CPUC Authority. This CWA and SOW can be modified at anytime in accordance with any directive of the CPUC and regulation of PG&E. Any information, results and reports regarding this CWA and SOW shall be made available to the CPUC.

13. Project Permits: After energy-saving measures are installed and operable and before incentive or rebates are paid, recipients of the incentive, the Customer, will be required to provide a written certification after installation that Implementer shall provide and states:

> 13.1 For all rebates or incentives offered by PG&E for an energy efficiency improvement or installation of energy efficient components, equipment, or appliances, the recipient must certify that appropriate permits have been obtained and, if a contractor performed the installation or improvement, that the contractor holds the appropriate license for the work performed. In the case of HVAC installations and replacements, the permit number, permitting agency, contractor who did the installation must be named and sign and date the certification. In the case of Direct Install measures in which the Implementer or contractor/installer is the recipient of the rebate or incentive, the Implementer shall certify that permitting requirements have been met.

I have read and understand these Terms and Condition and certify the information I have provided to implement this Project is true and correct.

AGREED AND ACCEPTED:

CUSTOMER

Signed: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Date: _____

PG&E Service Agreement ID #c._____ {Electric)

PG&E Service Agreement ID # _____ {Gas)

Tax Status: (circle one) Corporation Partnership Individual/Sole Proprietor Exempt (Tax exempt, non-profit)

Taxpayer ID #: (circle one and fill in) EIN Federal Tax ID SSN _____

The value of Incentives and direct installations is taxable. Implementer will report Incentives and direct installations greater than $600 to the IRS on Form 1099, unless you are exempt. Please consult your tax advisor concerning the taxability of Incentives. Customer, not Implementer, is responsible for any taxes imposed as a result of your receipt of Incentives from this Program. 1099 will be issued for the Customer, regardless of who the payee is, because the Customer receives the benefits of the Incentives.

Contract (Long Form)

This is a Contract between the below named Contractor ("Contractor"), a Local Government Partner, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105.

Contractor's Legal Name:	City/County Association of Government (CCAG)	**PG&E Contract No. 4400010204**
Contractor's Address:	555 County Center, 5th Floor Redwood, CA 94063	**This Contract consists of 74 pages and all Attachments and Exhibits indicated herein.**
Project Name:	Local Government Partnership	
Job Location:	PG&E Service Territory	

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Specific Conditions. This is not an exclusive Contract. This Contract does not guarantee Contractor any Work nor is there any guarantee as to any volume or duration of Work.

ATTACHMENTS: Each of the following documents is attached to this Contract and incorporated herein by this reference:

Attachment 1: Specific Conditions, 36 Pages

Attachment 2: General Conditions, 36 Pages

CONTRACT TERM:	This Contract is effective 1/1/2016 upon signature by both parties and expires on 10/28/2018.
COMPLETION:	Contractor shall commence performance hereof when directed to do so by PG&E. Work shall be completed by the completion date of 10/28/2018. Time is of the essence.
INSURANCE:	Contractor shall maintain insurance in accordance with Section 7.0 of the General Conditions.
TERMS OF PAYMENT:	In accordance with Section 3.0 of the General Conditions.

CONSIDERATION: As full consideration for satisfactory performance of the Work by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E Contract Change Order, fully executed by both PG&E and Contractor.

TOTAL: Total Value of All Authorized CWAs

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT.

PACIFIC GAS AND ELECTRIC COMPANY		**CONTRACTOR:** City/County Association of Government (CCAG)	
Signature	Dina Arellanes	**Signature**	Mary Nihart
Name	Dina Arellanes	**Name**	Mary Ann Nihart
Title	Portfolio Manager, Sourcing	**Title**	Chair
Date	1/20/2016	**Date**	1/14/16

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Signature		**Signature**	Mary Ann Nihart
Name	Dina Arellanes	**Name**	Mary Ann Nihart
Title	Portfolio Manager, Sourcing	**Title**	Chair
Date		**Date**	1/14/16

ADMINISTRATION			
PG&E Negotiator	Tony Abdulla	**Contractor Representative**	Kim Springer
Phone	415-973-6837	**Phone**	650-599-1412
Email	TCA2@pge.com	**Email**	kspringer@smcgov.org
Accounting Reference			
PG&E Work Supervisor:	As indicated on each CWA	**Phone:**	
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the Contract number, to: PACIFIC GAS AND ELECTRIC COMPANY	**Send ORIGINAL Invoice to:** **(See note below if using PG&E's electronic invoicing system)**	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	As indicated on each CWA	
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/actpay. ***Note**: Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies	☐ Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	☐ Contractor (Signed Original Copy)
	☐ Work Supervisor	☐ Manager
	☐ Invoice Approver	☐ Supervisor
	☐ V.P.	☐ Sourcing/ Purchasing
	☐ Director	☐ Law

ATTACHMENT 1
PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA

SPECIFIC CONDITIONS

FOR

CES (CUSTOMER ENERGY SOLUTIONS)

SERVICES SUPPLIERS

SPECIFIC CONDITIONS FOR CES SERVICES SUPPLIERS

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Exhibit C Fee Schedule and Capabilities Chart
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SPECIFIC CONDITIONS FOR CES SERVICES SUPPLIERS

1.0 INTRODUCTION

In 1996, the California State Assembly Bill 1890 ("AB 1890") established a funding mechanism for ratepayer-funded energy efficiency programs and charged the California Public Utilities Commission (CPUC) with overseeing the creation of such programs.

Energy efficiency programs are designed to offer technical and financial assistance to commercial, industrial, agricultural and residential customers who install energy-efficient and electric load reduction equipment at their facilities or in their homes.

The CPUC relies on Pacific Gas and Electric Company (PG&E), Southern California Gas, Southern California Edison and San Diego Gas and Electric, all investor owned utility companies (IOUs), to administer energy efficiency programs. One of the main goals of energy efficiency programs is to support energy efficiency measures that are cost effective for customers to help postpone the need for new energy sources, improve environmental quality, and conserve natural resources.

PG&E designs and implements a broad range of energy efficiency programs for commercial, industrial, agricultural and residential customers, and requires support to successfully design and implement these programs. The programs produce long-term energy and demand savings while reducing barriers to customers and providing incentives to implement energy efficient measures. These programs also help to improve building and product design practices and technologies.

2.0 DEFINITIONS

The definition of "Change Order", "Consultant" or "Contractor", "Contract", "Party" or "Parties", "PG&E", "Specification", "Subcontract", "Subcontractor", "Work", as used in the Contract shall be as defined in the General Conditions. The definitions found in the General Conditions are supplemented with the terms defined below:

2.1 **Customer:** The PG&E utility customer or customer's representative.

2.2 **PG&E Program Manager (PM):** PG&E's employee representing PG&E's interest in connection with the Work and who have ultimate oversight, review and approval over the Work and any expenditures and authorizing invoice payments.

2.3 **Implementer:** The entity or entities entering into this Contract with PG&E to perform the Work.

3.0 CONTRACT DOCUMENTS

3.1 This Contract consists of General Conditions, and Specific Conditions and their incorporated Exhibits and attachments, referred to as the Master Service Agreement (MSA), which terms and conditions govern all Work performed by Implementer in accordance with any contract work authorization (CWA) executed by the Parties.

3.2 The CWA will state a not to exceed (NTE) cap amount for the Work performed, provide a start and completion date and an attached detailed scope of work (SOW). A sample CWA cover sheet is attached as Exhibit A.

3.3 The SOW shall include, but not is limited to, the following information:

- description of Work
- location of Work
- deliverables and associated due dates and schedule of Work
- acceptance criteria
- performance criteria or guarantees
- consultant responsibilities
- PG&E's responsibilities
- industry standard to be followed
- special qualification for the Consultant employee(s) performing the Work
- special conditions to be considered
- special equipment or software required to perform Work
- pricing and other requirements as appropriate for the Work
- estimated and fixed costs for labor, materials and other project costs
- schedule of values breakdown
- list of any pre-existing intellectual proprietary rights in Consultant materials

3.4 Implementer acknowledges PG&E may elect to solicit proposals from others for the same proposed Work. Implementer shall not commence Work until a CWA has been fully executed by both Parties. Implementer's acceptance will be noted by signing a copy of the CWA and returning it to PG&E via approved electronic transmission, facsimile transmission or hard copy. Any Work performed by Implementer prior to an executed CWA by the Parties shall be at Consultant's risk.

3.5 CWAs that contain completion dates beyond the Term of the MSA will be subject to the MSA terms.

3.6 **IOU Co-Funded CWA:**

3.6.1 PG&E may enter into collaborative co-funding agreements with some or all of the other IOUs, pursuant to which PG&E is thereby authorized to contract with Implementer for Work to be performed in support of customer energy efficiency programs impacting the service areas of the other IOUs along with PG&E. In those situations, PG&E would be designated as the lead administrator of the program impacting all the IOUs and thus responsible for entering into contracts with Consultants.

3.6.2 On an as-needed basis, PG&E will issue a CWA for Work that is co-funded. PG&E will be the point of contact and coordinate the review and approval of the CWA with the IOUs. As necessary, Implementer shall be allowed to accept input and information from each of the IOUs as

identified in the CWA. Each CWA shall set forth the specific scope of co-funded Work requested by PG&E and the other IOUs.

3.6.3 If the Work under a CWA is associated with a Co-funding Agreement, Implementer shall provide each IOU the same level of indemnity coverage and confidentiality it provides to PG&E under this MSA.

3.6.4 All confidential information separately provided by each IOU for the Implementer's use and performance of services under the CWA and this Contract shall remain the confidential property of the IOU providing the confidential information and Implementer shall not share that information with the other IOUs. Consultant shall ensure that each IOU's confidential information is maintained in a separate file and labeled as "CONFIDENTIAL". At the completion of the Work under the CWA, or upon request of the IOU, the Consultant shall return to that IOU, and only to that IOU, the confidential information provided by that IOU.

3.6.5 PG&E Program Manager shall provide notification in writing when confidential information is provided to Implementer.

3.6.6 When performing Work pursuant to a co-funding agreement, Implementer shall include ownership and disclaimer language, provided by the PG&E PM, in all publications which includes, but is not limited to, reports, studies, intended for public distribution and/or regulatory filings. All publications will be jointly owned by PG&E and the other IOUs.

4.0 SITE ACCESS AGREEMENT TO WORK ON CUSTOMER FACILITIES

4.1 Prior to performing any Work or to evaluate energy performance effectiveness of Customer's processes, monitor equipment, perform inspections or otherwise required to come unto the Customer's premises, Implementer shall obtain a signed Access Agreement from the land owner or tenant, with the land owners permission, prior to entering premises. An Access Agreement form is attached as Exhibit B.

4.2 **Facility Types:** The types of facilities that may be covered by Work performed by Implementer can include, but is not limited to, the following:

4.2.1 **Commercial:** hospital, municipal, office building/bank, computer center, supermarket, university/college/schools, retail/merchandising, restaurant, laboratory, hotel/motel, prisons/detention facility, warehouses, military bases, miscellaneous (churches, assembly halls, etc.)

4.2.2 **Industrial/Agricultural:** assembly/light industrial, lumber, pulp and paper, glass, stone/clay, steel, petroleum extraction, oil refining, chemical, potable water and wastewater treatment, electronics/high tech,

plastics/rubber, food processing, milling, cotton ginning, biotechnology/pharmaceutical, winery, refrigerated warehouses.

4.2.3 **Residential:** production and custom homes, multi-unit dwellings, manufactured housing.

5.0 WORK CATEGORIES

Below are the categories of Work for which future CWA's may be requested. Implementer is required to fill out the capabilities chart for PG&E to determine the type of Work Implementer is capable of performing on the Capabilities Chart attached as Exhibit C. The Work performed will only benefit Customers in the PG&E Service Territory as outlined on Exhibit D. Guidelines and examples of the tasks to perform and implement the Work in these categories are attached as the Scope of Work Guideline on Exhibit E.

5.1 **Customer Energy Efficiency Programs (CEE):** CEE programs and strategies encourage the adoption of energy efficiency measures and technologies by owners and occupants of new and existing residential, commercial, agricultural and industrial facilities. Energy efficiency programs also encourage the use of new design tools and specifications by equipment manufacturers, vendors and designers.

Specific programs include:

- Deemed Rebates
- Customized Retrofit Incentives
- Customized New Construction Incentives
- Energy Audits
- Emerging Technologies
- Customer Products
- Education (Energy Centers)
- Codes and Standards
- Building Operator Certification
- School Resources

5.2 **Demand Response:** The Demand Response (DR) program offers services and rebates coupled with rate and tariff programs to provide electric Customers with attractive options for reducing load when needed by PG&E to provide:

- Emergency electric demand reduction to avoid involuntary interruption of electric service (black outs).
- Reduce costs of added electrical energy use.
- Reduce costs of added capacity for Customers.

The DR program provides audits, incentives, rate options and other programs to fit the Customer's needs and goals.

5.3 **Self-Generation:** The self-generation programs at PG&E help support customers as they consider installing renewable energy systems at their home or business. There are many different options available to meet a Customer's energy needs and determine which option is best. A variety of considerations are considered, such as costs, feasibility and the Customer's goal for pursuing renewable energy. PG&E helps support its Customers by offering the following incentive programs: California Solar Initiative (CSI), Low Income Solar Programs, New Solar Homes Partnership and the Self-Generation Incentive Program (SGIP). PG&E also supports our Customers by offering Solar and Customer Generation Education Opportunities as well as Marketing and Outreach efforts.

5.4 **Other CPUC Supported Energy Savings Programs:** Other CPUC supported Work that involves energy savings, which may include, but is not limited to, water conservation, electric vehicles, workforce, education and training (WE&T), zero net energy, and other scope of work supporting Customer energy solutions.

6.0 FEE SCHEDULE

Implementer 's billing rates or fees, as set forth in Exhibit C: Fee Schedule shall not change from the time of acceptance of this agreement through December 31, 2016 and may be adjusted with prior written approval by PG&E. The Capabilities Chart in Exhibit C, shall not change during the term of this Contract without prior written approval by PG&E.

7.0 ENERGY EFFICIENCY PROGRAM REQUIREMENTS

In addition to the terms and conditions in this MSA and future CWA's for Energy Efficiency Programs and Projects, Implementer agrees to review and comply with the following Statewide Program policy manuals found and updated on these sites:

- Customized retrofit (CR): http://www.pge.com/en/mybusiness/save/rebates/ief/index.page
- Retro-commissioning (RCX): http://www.pge.com/en/mybusiness/save/rebates/retrocommissioning/index.page
- Customized new construction (CNC) & Savings by design (SBD): http://www.pge.com/en/mybusiness/save/rebates/inc/index.page
- Energy Efficiency Policy Manual: http://www.cpuc.ca.gov/nr/rdonlyres/7e3a4773-6d35-4d21-a7a2-9895c1e04a01/0/eepolicymanualv5forpdf.pdf

PG&E may in its sole discretion, determine on a case-by-case basis, which types of Projects constitute New Construction or Retrofit Projects for the purposes of the Program.

8.0 INSPECTIONS REQUIREMENTS

PG&E and CPUC may, but have no obligation to, inspect any Project installations at no charge to the Implementer. Implementer shall ensure that PG&E and CPUC have authorized access, as set forth in the Access Agreement in Exhibit B, to each Customer

site(s). Implementer shall comply with CPUC requirements if a Project is selected for ex-ante review and agree to follow the CPUC consultant's directions and instructions.

8.1 Inspections that reveal any discrepancies between the reported Measures and actual Measures, Implementer will have fifteen (15) calendar days to revise and resubmit all necessary information to PG&E's PM. Implementer will be solely responsible for obtaining from the Customer a refund of any overpayment of Incentives for projects inspected within the first 90 days after the incentive check has been issued or as directed by PG&E's PM. Implementer must report the status of Customer refunds and deduct the refunded amounts from the following month's expenditures as reported in Implementer's monthly report.

8.2 **Inspection Failure (Deemed and Direct Install Program Only):** If more than 10% of the Project installations fail within an invoice period, PG&E at its sole discretion will: a) increase the percentage of inspections and charge Implementer for these additional inspections by deducting the cost from Implementer's Performance Based Payments, or b) apply the inspection fail rate across the entire installation set from which the sample was drawn, and pay the Implementer's Performance-Based Payments based on the percentage of installations remaining.

9.0 EVALUATION, MEASUREMENT & VERIFICATION REQUIREMENTS

Implementer shall comply with and timely cooperate with all CPUC directives, activities and requests regarding the Program and Project evaluation, measurement and verification (EM&V). PG&E shall not pay incremental costs associated with such CPUC requests.

9.1 For EM&V efforts or any financial or operational audit, Implementers shall make available to PG&E upon demand, full program descriptions, and detailed descriptions of data tracking systems, baseline conditions, and detailed participant data including financial assistance amounts. For EM&V reporting, Implementer shall use definitions of terms supplied by PG&E (including, without limitation definitions of residential, non-residential, retrofit, and new construction).

9.2 During the course of Work being performed, PG&E may identify new energy savings estimates, net-to-gross ratios, effective useful lives, or other values that may alter Program Energy Savings. Implementer shall use modified values upon PG&E's written request, provided PG&E modifies Implementer's Program budget and/or overall Program Energy Savings consistent with the requested change. PG&E will determine any budget increases in its sole discretion. Any and all compliance obligations relating to emissions of greenhouse gases or avoidance of emissions of greenhouse gases relating to the implementation shall remain with the entity or entities responsible for such compliance.

10.0 DEMAND SIDE MANAGEMENT (DSM) INTEGRATION

10.1 Implementer shall coordinate and integrate its efforts with other Energy Efficiency programs in PG&E's Service Territory that include, but are not limited to programs

implemented by PG&E, other third parties, and local government partnerships, and programs targeting low-income Customers. Implementer agrees the purpose of such coordination and integration is to enhance consistency in program offerings, where applicable, and to minimize duplicative administrative and marketing costs.

10.2 Implementer shall not market to or provide program services to any local government or municipal facilities without the prior written approval of the PG&E PM. During the performance of the authorized Work, Implementer shall not create market barriers or lost opportunities for other program implementers. If PG&E notifies Implementer that their program might create such results, Implementer agrees it will work with PG&E to eliminate this from happening.

10.2.1 **Coordinate With Other PG&E Programs:** Implementer shall work with PG&E to provide a comprehensive, integrated solutions plan to maximize resource efficiency by promoting other PG&E programs applicable to Implementer's targeted Customer segment. Implementer shall promote DSM coordination and comply with these requirements.

10.2.2 **Coordinate With PG&E Emerging Technology Program:** If PG&E identifies Emerging Technologies that may be appropriate to incorporate into Implementer's Program, Implementer shall work with PG&E to obtain approval to incorporate those measures. Implementer shall update all appropriate Program materials to include this program. .

10.2.3 **Coordinate With Low-Income Programs:** This Section applies only to authorized Work relating to Measures and Customers included in PG&E's Energy Savings Assistance (ESA) program. Such coordination is required because low-income Customers who participate in non-Low-Income programs in some cases may lose their eligibility for future participation in separately-funded Low-Income programs. Low-Income Customers should not pay for Measures and services for which they are eligible at no cost through existing Low-Income program offerings.

10.2.3.1 Implementers whose authorized Work includes Measures also included in PG&E's ESA program shall inform their Customers about the ESA and California Alternate Rates for Energy ("CARE") programs, including eligibility requirements. Implementer shall confirm whether Customers understand their potential eligibility as ESA or CARE-eligible and provide Customers with written information about the ESA and CARE programs, before promoting any program or Measure with a cost to any such Customers.

11.0 <u>INCENTIVE PAYMENTS AND PROGRAM FUNDS.</u>

11.1 **No Double Dipping (Not Applicable to Information-Only Programs). Double Dipping is when a customer takes advantage of multiple CPUC funded**

financial incentives (Incentive) offered by several energy efficient or demand response programs for undertaking only one activity. More information regarding the definition of Double Dipping can be found in the Program manuals and materials located at the sites described in section 7.0 above. Implementer shall develop a plan to prevent Customers to part take in Double Dipping as part of the Program. The plan shall apply to Program Measures also offered through any of PG&E's other rebate programs, including upstream rebate programs. An upstream rebate program shall mean any program in which PG&E pays an Incentive to a product retailer or distributor to buy-down the cost of the product to the end-use Customer. Implementer shall comply with all requirements to prevent Double Dipping.

11.1.1 Implementer shall not: (a) provide an Incentive to a Customer who has received or is receiving any compensation for participating in any of PG&E's other rebate programs or (b) make any payment to a Subcontractor who has received or is receiving any compensation for providing the same product or service either through another CPUC-funded program, or through any other funding source unless Implementer obtains the prior written approval from the PG&E PM.

11.2 **Program Funds Limited to Service Territory.** Implementer shall ensure that Program funds shall only be allocated as follows: 1) The program funds must directly benefit the Customers in the PG&E Service Territory, as set forth on Exhibit D. from which the funds were collected 2) Natural gas Measures, and related audit activities, may be financed with only authorized funds, and 3) Electric Measures, and related audit activities, may be financed with only authorized funds.

11.2.1 Continue payments to the Implementer at the same rate(s) and in accordance with the payment formulae applied in program cycle; or

11.2.2 Pay the Implementer at the rates and amount(s) as provided for the period for each Project, less any Project payments previously paid to Implementer, which PG&E may deduct or offset in its sole discretion.

11.3 **Incentive May Not Exceed Project Cost:** Implementer understands that incentives paid shall not exceed the total Project cost.

12.0 AVAILABILITY OF FUNDING FOR PROGRAMS AND INCENTIVES

In the event the funding for Programs is reduced, used up or otherwise not available, based upon any directive made by the CPUC, this MSA will be modified accordingly and be effective upon receipt of PG&E's written notice and shall not be obligated to pay costs not already incurred by Consultant as of the date Implementer received written notification.

13.0 POTENTIAL CONFLICT OF INTEREST

Implementer agrees not to engage in Work or make a bid that will create a conflict of interest with other CPUC Third Party Programs, Local & Statewide Government Partnership Programs, EM&V and other CPUC funded programs. If in doubt, Consultant shall assume there is a conflict and promptly disclose the nature of work it performs to PG&E PM for determination.

14.0 TAX MATTERS

Implementer is solely responsible for the preparation, issuance, and any filing obligations required by the Internal Revenue Service ("IRS") which include, but may not be limited to, Form 1099 (or any equivalent or successor form) to report all non-employee compensation paid to Customers which may be in the form of Incentives or Rebates.

15.0 SUBCONTRACTORS

Assignment of any part of the Work shall be in accordance with the terms and conditions of this MSA. Implementer shall submit a list of all proposed Subcontractor(s) and the duties they will perform for PG&E's PM review and consideration. If a conflict should arise between instructions provided by PG&E, subcontractors and others, Implementer agrees to stop Work and notify PG&E promptly to clarify conflicting instructions.

16.0 PUBLICATION OF CUSTOMER INFORMATION

In addition to the Confidentiality and data security provisions in the General Conditions of this MSA, Implementer may not publish, transfer, use, transmit electronically, put in any reports or produce any marketing and promotional materials, or otherwise that may contain any Customer-specific or personal identifying information.

16.1 Such information may include, but is not limited to, Customer's name, address, energy usage data, trademark, trade name, logo, or any other Customer Confidential Information without first obtaining: Customer's prior review and written approval of the information to be published, transferred, used, transmitted electronically, put in any reports or produce any marketing and promotional materials and must be submitted to PG&E PM's for approval.

17.0 APPROVAL OF MARKETING MATERIALS AND MEDIA

Implementer shall submit all Program marketing materials to PG&E's PM to review prior to the release of such material. Implementer agrees to follow the rules provided in Exhibit F (Approval for Trademark/Trade Name/Logo Use in Co-Marketing Activities). Implementer agrees not to release any marketing materials that contain false, fraudulent, misleading, or inaccurate statements or claims not adequately substantiated.

17.1 Implementer shall prominently disclose to all prospective Program participants orally and on any writing marketing and promotional materials, that Customers are not obligated to purchase any fullfee service or other service in excess of the

amount as funded through this Program. The text of the disclosure must be in both English and Spanish and any other languages as PG&E determines as follows:

"California consumers are not obligated to purchase any full fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the California Public Utilities Commission (CPUC.)" Spanish Translation:

"Los consumidores en California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este Programa. Este Programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC.)"

18.0 CLAIMS SUBSTANTIATION

Implementer represents it will adequately substantiate all claims made about the Work in accordance with the laws and to insure none of its claims are false, misleading or inaccurate. Implementer shall substantiate marketing or technological claims made in all Program Marketing Materials. Claims include, but are not limited to, statements about the energy efficiency, safety, reliability, or performance of a piece of equipment or category of energy efficiency measures. All claims must be approved by PG&E's PM. If PG&E's PM determines the claim, evidence or supporting data fails to substantiate the claim, PG&E in its sole discretion may require the claim be re-stated or eliminated altogether.

18.1 For any used photography or quotes, Implementer must obtain the owner, author, or the individual's prior written approval for any such use. In these instances, Implementer will reach out to PG&E to contact the PG&E marketing team.

19.0 LOCAL HIRING

Implementer shall make all reasonable efforts to promote the creation of local green jobs by locally hiring individuals or subcontracting with local entities that will be performing the services in accordance with this Agreement.

20.0 CPUC AUTHORITY TO MODIFY/REGULATORY REVIEW

This MSA shall be subject to changes or modifications by the CPUC. The CPUC may from time to time issue a directive relating to or affecting any aspect of this MSA. Upon such occurrence, PG&E may modify or terminate this MSA per the General Conditions.

21.0 CONFLICT OF TERMS

Where a conflict in the Specific Conditions and the General Conditions exists, the Specific Conditions shall control. Where a conflict between the Specific Conditions, General Conditions and any applicable laws, rules, regulation, or order exists said law, rule, regulation, order or code shall control. Implementer shall immediately notify PG&E of any conflicts or potential conflicts arise described in or by this Section.

Exhibit A
Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. [enter #] is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. [enter #] dated [enter Date] (the "MSA") between the below-named Contractor ("Contractor"), [enter Legal Title], and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name:	[enter Name]	**Total Number of Pages: [enter #]**
Contractor's Address:	[Street Address] [PO Box] [City, State Zip Code]	
Project Name:	[enter Name]	
Job Location:	[enter Location]	

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work.

[enter Work Summary here]

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:

Attachment 1: Scope of Work, [enter Pages # through #]

[enter Attachment # (Use for additional attachments or Delete)]

CWA TERM:	This CWA is effective upon signature by both parties and expires on [enter Date]. Time is of the essence.
CWA COMPLETION:	Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of [enter Date].

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully

executed by both PG&E and Contractor.

TOTAL: **Not to Exceed value** [enter total dollar amount and appropriate language based on pricing method for Work]

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		**CONTRACTOR: [enter FIRM NAME HERE]**	
Signature		**Signature**	
Name	[enter Name]	**Name**	
Title	[enter Title]	**Title**	
Date		**Date**	

CWA No. [enter #]
Page 2 of [enter #]

ADMINISTRATION			
PG&E Negotiator	[enter Name]	**Contractor Representative**	
Phone	[enter #]	**Phone**	
Email	[enter Address]	**Email**	
Accounting Reference	[enter Account # if known or Delete]		
PG&E Work Supervisor:	[enter Name]	**Phone:** [enter #]	
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY	**Send ORIGINAL Invoice to:**	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	[Name] [Street Address/Mail Code] [City, State Zip Code]	

	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/actpay. ***Note**: Contractors using the XIGN System do not need to mail a copy of the invoice to PG&E.

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	☐ Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	☐ Contractor (Signed Original Copy)
	☐ Work Supervisor	☐ Manager
	☐ Invoice Approver	☐ Supervisor
	☐ V.P.	☐ Sourcing/Purchasing
	☐ Director	☐ Law

EXHIBIT B

ACCESS AGREEMENT

PG&E CWA NO. _____

This Access Agreement (Agreement) is between Implementer and _____ _____ who is the lawful tenant or owner (Owner) of the location at _____ (Premises). The purpose of this Agreement is for the Owner to provide access and permission to go on the Premises to implement a project. This project involves (*monitoring equipment, installing equipment, field study, collection of data or energy usage data – describe where, what, and how the equipment will be installed; and what the equipment will perform*_____, (Project). The Project should be complete by _____.(Term).

The parties agree as follows:

1. **Authority.** Owner certifies it has the authority to enter into this Agreement and grant Implementer access to the Premises. If Tenant, defined as Owner above, represents Tenant has the property owner's permission to enter into this Agreement.

2. **Notification of Change of Ownership or Occupancy.** Owner intends to maintain the ownership or tenancy of the premises during the Term of the Project. However, in the event it becomes necessary, during the Term Owner sells or rents the Premises to a party not a signatory to this Agreement, the Owner agrees to explain the nature of the Project to all prospective buyers or tenants to continue participation in the Project. Otherwise, this Agreement will be terminated.

3. **Access.** Owner agrees to provide access to the Premises to Implementer, its subcontractors, Pacific Gas and Electric Company (PG&E), and the California Public Utilities Commission to visit, inspect and carry out the work of this Project. Owner also agrees to direct its employees and contractors to cooperate with the implementation of this Project. Implementer will coordinate coming to the Premises during business hours and at times to minimize any disruptions or inconvenience. Upon completion of the Project, Implementer will leave the Premises in substantially the same condition prior to the Project.

4. **Equipment Ownership.** If equipment is installed, Owner shall have no ownership, interest or title in the equipment, unless otherwise purchased by the Owner.

5. **Confidentiality.** The parties agree not to use their names or PG&E, identifying characteristics or photographs for any advertising, sales promotion or publicity without prior the Party's written approval.

6. **Project Funding**. Implementer is receiving funds from PG&E for this Project, but Parties agree that PG&E is not liable for any loses or damages, including incidental, consequential, indirect, lost profits or special damages, arising from this Agreement.

7. **Costs.** Unless otherwise agreed, Implementer will bear the actual Project costs. .

8. **Termination.** Either Party can terminate this Agreement at any time and for any reason. Upon termination, Implementer shall be granted access to the Premises to remove any of its equipment or other property. The Project not being complete at termination will result in the Project incentives being forfeited. The Confidentiality, Release of Liability and Ownership of Information provisions shall survive the Termination of this Agreement.

9. **Ownership of Information.** Implementer may provide the Owner with information about its findings regarding this Project. PG&E shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, or other written, recorded, photographic or visual materials (Information) produced and collected regarding the Project. Owner shall not publish or otherwise distribute any information obtained during the Term without PG&E's prior written consent.

10. **Release of Liability**. PG&E is not a party to this Agreement. Owner and Implementer agree to waive all claims arising out of or related to this Agreement and the Project against PG&E.. In no event shall PG&E be liable for any incidental, consequential, indirect, or special damages arising from this Agreement or the Project.

11. **Negligence.** In the implementation of the Project, Owner and Implementer assumes the responsibility for the negligence of their respective employees, contractors, subcontractors and agents and for the claims of third parties resulting from such negligence.

12. **No Obligation:** Owner is not obligated to purchase any full fee service or other service not funded by the program Project. Funding is done by California utility ratepayers under the auspices of the CPUC. *Los consumidores en California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).*

13. **Availability of Funds:** The Project program funds are available on a first-come, first served basis until depleted.

14. **General.** This Agreement is binding upon the successors and transferees of the Parties. This Agreement shall be construed in accordance with the laws of the State of California.

15. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.

AGREED AND ACCEPTED:

IMPLEMENTER	OWNER
Signed:_____	Signed:_____
Name:_____	Name:_____
Title:_____	Title:_____
Email:_____	Email:_____

Phone:_____ Phone:_____

Date:_____ Date:_____

EXHIBIT C

FEE SCHEDULE AND CAPABILITIES CHART

County of San Mateo 2016-2018

Labor Classification	Billing Rate 2016	Billing Rate 2017	Billing Rate 2018	"Percent of work " Estimated to be done per classification
C/CAG Executive Director	157.50	157.50	157.50	1%
Environmental Systems Coord. D041	133.14	137.13	141.25	
RecycleWorks Section Manager D009	127.14	129.99	133.89	0%
RC Program Manager D008	112.29	115.10	118.55	4%
RC Specialist III J081	92.29	94.57	97.41	
RC Specialist II J083	86.89	89.08	91.75	37%
RC Specialist II J083 T	73.49	75.50	77.77	
RC Specialist II J083 EH	62.86	64.00	65.92	19%
RC Specilaist I J082	80.76	82.83	85.31	
RC Specilaist I J082 T	68.45	70.35	72.46	
RC Specilaist I J082 EH	58.00	59.03	60.80	37%

Labor Classifications

Engineering

Engineer Manager: This professional typically has at least 10 years of work experience and an advanced engineering degree. This professional has recognized standing in a specialized engineering field. They plan and direct the activities of a group of engineers developing complex engineering projects. This position often calls for the derivation and application of new or unique approaches. Also possess extensive knowledge of a specialized engineering field. Provides technical guidance and leadership to subordinate engineers.

Engineer Section Head, under the direction of the Engineer Manager, plans and administers work on departmental projects, ensuring maximum productivity and cost-efficiency. Monitors and evaluates progress and results, and determines improvements that may be needed in operating procedures or ultimate objectives. This position usually requires at least eight years of experience and an advanced degree in an engineering specialization.

Engineer Project Leader: This professional typically has 5 to 8 years of work experience and an advanced specialized engineering degree. This professional works under the direction of the Engineer Section Head, provides technical direction to department engineers. Plans and coordinates larger-scale engineering projects or several medium or small projects while acting as a technical specialist for a specific section. Maintains a thorough knowledge of new developments and technology. Monitors projects and recommends changes to improve operating efficiency.

Engineer: This professional typically has over 2 years of work experience and an engineering degree. This professional schedules and coordinates major segments of complex projects to meet cost and time objectives. Reviews design and documentation to ensure compliance with design criteria and standards. Conducts feasibility studies, determines manpower and cost estimates, and develops engineering criteria. Performs analyses to develop design options or recommendations for structures, systems and components.

Engineer III. Typically requires over five years of experience and an advanced degree.

Engineer II. Typically requires two to five years of experience and an advanced degree.

Engineer I Typically an entry-level position with less than two years of experience after receiving an engineering degree.

Architecture

Architect IV oversees and plans all architectural aspects of construction projects. Responsible for final specifications, approval of ordered materials, and overall guidance on objectives and concepts. May also supervise and evaluate work of subordinate architects and technicians. Requires a bachelor's degree in architecture, an Architect license, and at least 4 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of complex tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager.

Architect III responsible for work on substantial projects. Selects, evaluates, and implements procedures and techniques used on projects. Also responsible for writing reports and specifications, supervising the preparation of architectural plans, and reviewing completed plans and estimates. Requires a bachelor's degree in architecture and 3-4 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.

Architect II responsible for work on minor projects. Selects, evaluates, and implements procedures and techniques used on projects. Submits reports and specifications as requested. Requires a bachelor's degree in architecture and 2-3 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager.

Architect I writes specifications as assigned, coordinates with manufacturers, and inspects raw materials. Performs design computations, compiles data, and elementary architectural assignments. Also responsible for preparing estimates and architectural plans as requested. May inspect structures in the field. Requires a bachelor's degree in architecture and 1-2 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager.

Other Labor Classifications

Administrative Assistant This professional typically has 1 to 3 years work experience. This professional has the ability to schedule meetings, take notes, process applications, assist with the preparation of invoices and other administrative activities to support client deliverables.

Capabilities Chart

(Subject to Revision during the term of the MSA)

(Page 1 0f 2)

CUSTOMER TYPE	Lighting				Appliances	Heating, Ventilating and Air Conditioning						Bldg Energy Simulation and Modeling		
	Energy-Efficient Lighting Design, Luminaire Physics & Design	System Performance Test Methods, Monitoring & Analysis	Controls	Daylighting, Glazing & Fenestration	Plug load appliances, all types	Boilers, Furnaces & Heating Systems	Unitary and Split Systems, Heat Pumps	Engineered Systems (chillers)	Evaporative and Desiccant Cooling Systems	Thermal Energy Storage Systems	Controls & Energy Management Systems	Ducts	Building Energy Simulation and Modeling	Building Shell Performance, incl. Advanced Window Systems
***Office*[1]**														
***High Tech*[2]**														
***Medical/Hospitals*[3]**														
***Hospitality*[4]**														
***Retail*[5]**														
***Schools*[6]**														
***Mass Market (Residential- Small Commercial*[7]**														

Industrial[8]														
Agricultural/Food Processings[9]														

NOTE:

1. **Office** facilities are comprised of, but not limited to: Large office buildings
2. **High Tech** facilities are comprised of, but not limited to computer center/laboratory and fabrication plants, software development.
3. **Medical/Hospitals** facilities are comprised of, but not limited to hospitals
4. **Hospitality** facilities are comprised of, but not limited to: lodging facilities such as hotel/motels and specific warehouses operated directly by those owners
5. **Retail** facilities are comprised of, but not limited to: supermarket/retail/merchandising and specific warehouses operated directly by those owners
6. **Schools** facilities are comprised of, but not limited to: university/college/other schools, and specific warehouses operated directly by those owners
7. **Mass Market** facilities are comprised of, but not limited to: single family residential dwellings, and multi-unit residential dwellings; both low and high rise, small commercial facilities not covered by the previous categories.
8. **Industrial**/includes, but not limited to, light industrial, lumber/pulp and paper, glass/stone/clay/steel, petroleum extraction/refining, chemical, water and waste treatment
9. **Agricultural/Food Processing** facilities are comprised of, but not limited to: All agricultural facilities including greenhouses and wineries, food processing facilities, cold storage and other food related warehouse not covered by 3.

CUSTOMER TYPE	**Thermal Systems**			**Refrigeration**						**Rotating Machinery**					
	Process & Domestic Water Heaters & Boilers	Heat Recovery	Combustion & Emission Controls	Compressors	Cooling Towers & Evaporative Condensers	Refrigerated Warehouses	Refrigeration Cases & Retail Displays	Walk-In Refrigerators & Freezers	System Design, Monitoring & Analysis	Electric Motors	Pumping Systems	Fans & Blowers	Air Compressors	Variable Frequency Drives & Other Controls	Materials Conveying
Office[1]															
High Tech[2]															

Medical/Hospitals[3]															
Hospitality[4]															
Retail[5]															
Schools[6]															
Mass Market (Residential- Small Commercial[7]															
Industrial[8]															
Agricultural/Food Processings[9]															

Capabilities Chart

(Subject to Revision during the term of the MSA)

(Page 2 0f 2)

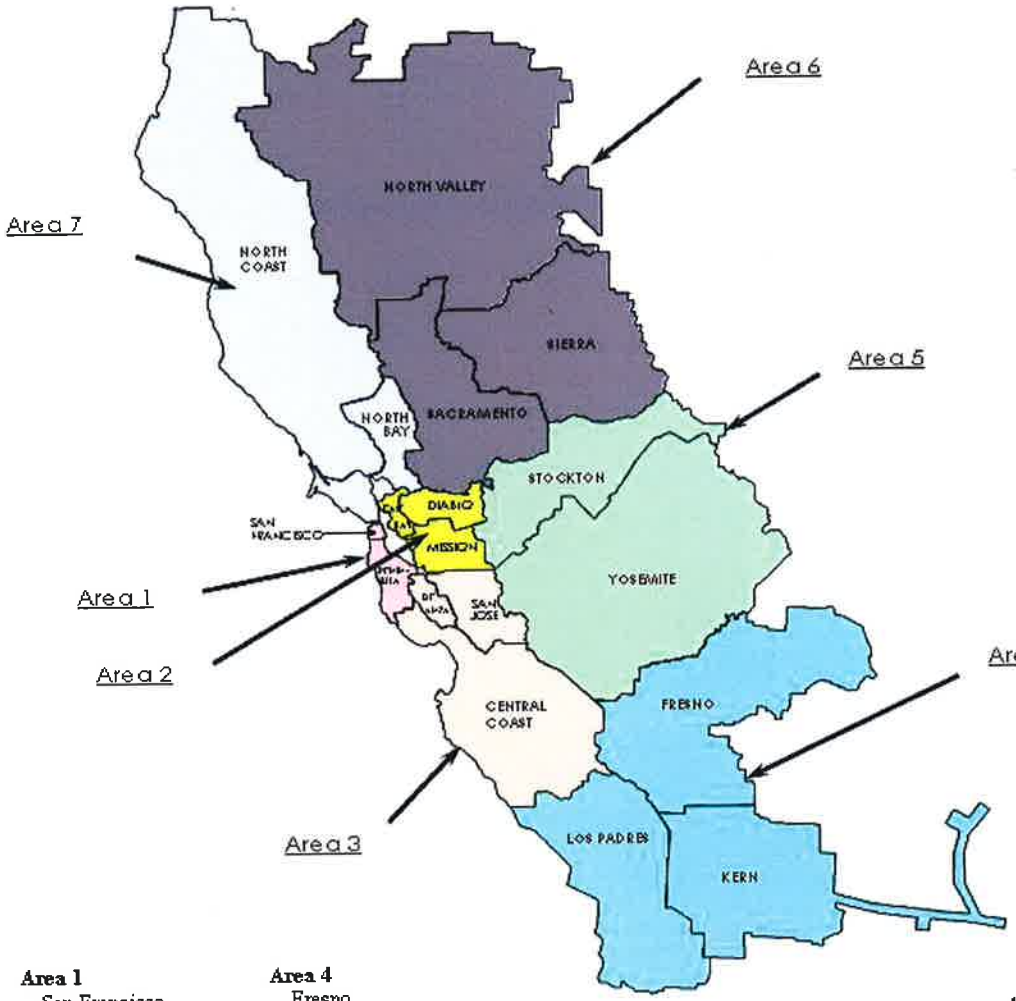
CUSTOMER TYPE	Building Codes/New Construction				Environmental Services			Project Management			
	California Building Codes & Standards	Conventional & Best Practice Construction	Building & Equipment Inspection	Engineering Quality Assurance	Indoor Air Quality Analysis	Water/Wastewater Systems	Waste Stream Minimization	Facility/Dwelling Design & Construction	Process Equipment Design/Install/Start-Up	Industrial Process Improvement	Energy Efficiency Training Work
Office[1]											
High Tech[2]											
Medical/Hospitals[3]											
Hospitality[4]											
Retail[5]											
Schools[6]											
Mass Market (Residential- Small Commercial[7]											
Industrial[8]											
Agricultural/Food Processings[9]											

CUSTOMER TYPE	Solar Photovoltaic					Solar Hot Water				
	Design and Engineering	Engineering/Plan Check	Installation Inspection	Education and Training	Solar Tools (Rate Analysis, payback)	Design and Engineering	Engineering/Plan Check	Installation Inspection	Education and Training	Solar Tools (Rate Analysis, payback)
Office										
High Tech										
Hospitality										
Medical										
Retail										
Schools										
Mass Market (Residential- Small Commercial)										
Industrial										
Agricultural/Food Processing										

EXHIBIT D

Pacific Gas and Electric Company

PG&E Service Area



Area 1
__San Francisco
__San Mateo

Area 2
__Alameda
__Contra Costa

Area 3
__Monterey
__San Benito
__Santa Clara
__Santa Cruz

Area 4
__Fresno
__Kings
__Kern
__Santa Barbara
__San Luis Obispo

Area 5
__Alpine
__Amador
__Calaveras
__Madera
__Mariposa
__Merce
__San Joacquin
__Stanislaus
__Tuolumne

Area 6
__Butte
__Colusa
__El Dorado
__Glenn
__Nevada
__Placer
__Plumas
__Sacramento
__Shasta
__Sierra
__Solano
__Sutter
__Tehama
__Yolo
__Yuba

Area 7
__Humboldt
__Lake
__Marin
__Mendocino
__Napa
__Sonoma

__**All Areas**

EXHIBIT E: SCOPE OF WORK GUIDELINES

The following are guidelines and tasks that may be included in specific Work requests.

1. **Program Development and Implementation Support**

   1.1 Develop programs, protocols and policies

   1.2 Implement necessary programs and program components

   1.3 Ensure that all programs developed are in compliance with PG&E's goals and objectives as well as CPUC directives

   1.4 Produce documentation and reports that outline program delivery procedures and mechanisms

   1.5 Design, develop and implement training programs and curriculum for PG&E PM's, trade allies, city/county staff and building departments and others as required to support the implementation of programs

   1.6 Utilize PG&E standard software for program development and implementation including analysis and support

   1.7 Resolve issues identified by the PG&E PM's during program design, development and implementation

   1.8 Suggest ongoing enhancements to energy efficiency programs to meet the needs of Customers, PG&E's Rates & Account Services staff

   1.9 Incorporate PG&E's products and services, industry issues, mission and goals into new and/or existing programs/seminars/presentations

   1.10 Perform technical development, technical writing, graphics and production support for training curriculum, training materials, presentation materials, and other media used in the promotion and implementation of energy efficiency programs

   1.11 Recommend and implement strategies for reducing market barriers to increase participation in CEE and other programs

   1.12 Include qualitative measures and evaluation when applicable to measure results before and after program implementation

   1.13 Review local, state and national energy code and regulatory policy for purposes of designing, developing and implementing programs

2. **Technical Review**

   2.1 Review applications for completeness and compliance with program requirements

2.2 Analyze energy efficiency equipment and building system energy savings and electric demand reduction

2.3 Collect data from or through an authorized building representative including building specifications and plans and outputs of energy management and metering systems

2.4 Install monitoring equipment for the purpose of collecting data on end-use equipment at various sites for the purpose of analyzing the performance of the equipment

2.5 Provide calculation assistance to customers to develop energy efficiency projects

2.6 Determine incremental cost for energy efficiency equipment and building systems compared to standard equipment and building system

2.7 Develop calculation protocols for evaluating project funding applications

2.8 Complete life cycle economic analysis for energy efficiency measures

2.9 Monitor and report specific milestones for successful project completion

2.10 Schedule necessary inspections and verify installation of equipment

2.11 Review and update program documentation and reporting as necessary and directed by program policies

3. **On-site Energy Evaluations (Energy Audits)**

3.1 Complete energy evaluations, including but not limited to a walk-through of the Customer's facility, evaluation of the efficiency and energy utilization of the customer's processes and equipment, and identification potential energy efficiency retrofit opportunities which qualify for PG&E's energy efficiency programs

3.2 Identify potential retrofit measures that reduce Customer's capacity demand (kW) and electric and gas energy usage (kWh and therms), as well as any potential for water conservation and renewable energy source applications

3.3 Respond to environmental concerns

3.4 Provide calculations, technical analysis and data to support energy and cost saving claims, to substantiate savings with detailed engineering analysis using currently recognized professional methodologies and/or building modeling programs

3.5 Complete detailed cost estimates for the implementation of recommended retrofit measure(s)

3.6 Calculate simple payback and life cycle financial analysis based on estimated retrofit cost, applicable incentives, estimated energy savings, environmental and operating cost reduction

3.7 Collect data from or through an authorized representative of building owner including building specifications and plans and outputs of Energy Management and metering systems

3.8 Install monitoring equipment to collect data on end-use equipment at various sites for the purpose of analyzing the performance of the equipment

4. **Quality Assurance**

4.1 Complete independent review of program elements and engineering assessments performed by others

4.2 Develop quality assurance methods for PG&E program reviews

4.3 Complete on-site quality assurance inspections

4.4 Perform technical reviews of program content, curriculum, and associated materials

4.5 Develop quality assurance tools for use in reviewing/evaluating PG&E training programs

4.6 Perform quality assurance studies on existing and/or new programs developed

4.7 Utilize evaluation forms to determine level of satisfaction with programs

5. **Feasibility Analysis**

5.1 Provide detailed analysis of existing energy consumption and proposed energy savings for a designated system or facility

5.2 Identify equipment to be removed or replaced, and new equipment to be installed

5.3 Provide specifications for new equipment, including power rating, estimated energy consumption, input/output, power ratio, lighting level, and equipment life

5.4 Provide a description of training needed to ensure proper operation and maintenance of Energy Conservation Measures for the Customer's personnel

5.5 Research product literature and technical publications related to technology transfer and market transformation programs

5.6 Identify customer support required during implementation of the Energy Conservation Project (ECP (e.g. minor changes in operations, etc.)

5.7 Identify utility interruptions needed for implementation of each ECP by type (gas, electricity, water, etc.) and the extent and duration of the interruption.

5.8 Identify potential adverse environmental effects and environmental compliance documentation requirements

5.9 Estimate construction schedule, including significant milestones

5.10 Propose method to verify that installed equipment is operating properly

5.11 Estimate financial impact from proposed retrofit, including cost savings associated with reduced energy usage, any operation and maintenance savings, as well as any additional annual operation costs

5.12 Develop total ECP cost, including unit cost for major components and systems and breakdown of implementation cost

5.13 Identify any financial incentives/rebates available and assist Customer in preparation of financial incentive applications

5.14 Collect data from or through an authorized representative of building owner including building specifications and plans and outputs of Energy Management and metering systems

5.15 Benchmark Statewide and National best practices for purposes of developing high-quality products

5.16 Install monitoring equipment to collect data on end-use equipment at various sites for the purpose of analyzing the performance of the equipment

6. **Design Assistance**

6.1 Provide a design review of Customer energy end-use systems (lighting, HVAC, etc.) and provide recommendations

6.2 Perform building energy simulation and modeling reflecting PG&E baselines whenever available

6.3 Perform analysis of energy and cost savings

6.4 Provide recommendations for improving energy efficiency performance of buildings and/or equipment

6.5 Perform energy bench-marking

6.6 Provide information exchange, issue discussion and collaboration for designers, vendors and energy standards development professionals

6.7 Participate in designer/contractor/vendor workshops, design firm focus groups and interdisciplinary design team discussion meetings

6.8 Incorporate PG&E's products and services, industry issues, mission and goals

6.9 Perform parametric modeling and building energy simulation studies as needed to develop examples

6.10 Participate in training design meetings as requested by the PG&E Contract Managers

7. **Technical Analysis**

7.1 Perform product evaluation and research

7.2 Complete engineering assessment of energy use of new or unproven technologies and production processes

7.3 Communicate technology development, such as new energy efficiency products or services that are emerging in the marketplace

7.4 Develop special technical requirements for equipment and building system eligibility

7.5 Review local, state and national building energy code and regulatory policy

7.6 Recommend improvements and changes to building energy code policy

7.7 Perform parametric modeling and building energy simulation studies

7.8 Perform literature search and analysis

7.9 Perform project management of case study or technology demonstration

7.10 Perform monitoring and field data collection

7.11 Evaluate market effects and market barriers that are preventing certain energy efficiency practices from becoming self-sustaining

7.12 Recommend and implement strategies for reducing market barriers

7.13 Perform market research

7.14 Develop reports detailing the results of training needs assessments/analysis and the recommended actions to be addressed through training interventions

7.15 Perform research and analysis of product literature, manufacturers' specification sheets, and technical publications

7.16 Research, review, assess and report on new/emerging technologies applicable to new and/or existing programs

8. **Training Equipment, Props and Displays**

8.1 Make all arrangements needed for the design, fabrication, safe transportation, set-up, dismantling and storage of training props, equipment and displays

8.2 Assist PG&E personnel with portable training capabilities in support of training programs, products and services

9. **Technical fields:** Consultant may provide consulting services in the categories listed below. This list is not all inclusive and other types of technical fields may also be requested.

9.1 Lighting: luminaire physics and design, system performance test methods and analysis, controls, energy-efficient lighting design, day-lighting analysis, fenestration design

9.2 Heating, Ventilation and Air Conditioning (HVAC): boilers, furnaces, heating systems, unitary and split systems, built-up systems, evaporative and desiccant cooling systems, thermal energy storage systems, controls (building energy management systems), building envelope, ventilation systems, district heating and cooling, HVAC component design (including chillers, compressors, condensers, evaporators, cooling towers, air- and water-side distribution, ducts and controls)

9.3 Building Performance Analysis and Modeling: energy efficient building shell performance, Dept. of Energy building energy analysis tool and other building modeling tool, Low-E glazing and window systems, or window modeling

9.4 Thermal Systems: process and DHW (domestic hot water) boilers, heat recovery, combustion, emission controls, VOC (volatile organic compound) fume incineration, boilers, steam systems

9.5 Industrial Processes - specific to industries located in PG&E Service Territory.

9.6 Refrigeration: compressors, cooling towers and evaporative condensers, refrigerated building shell, refrigeration cases and retail displays, walk-in refrigerators and freezers, design and analysis of major system types (including supermarket and industrial systems), chlorofluorocarbon based systems, ammonia based systems, absorption units, and control systems

9.7 Rotating Machinery: electric motors, pumping systems, fans and blowers, air compressors, variable frequency drives, materials conveying, mechanical power transmission

9.8 Agricultural Systems: crop irrigation requirements, irrigation system design, irrigation wells and pumping systems

9.9 Inspection and Compliance Services: California building codes and standards, conventional and best practice building techniques for new construction, retrofit and remodeling, building and equipment inspection, engineering quality assurance

9.10 Environmental Services: indoor air quality analysis, hazardous materials/waste management, environmental compliance/audit, pollution prevention, waste stream minimization, compliance/audit, resource conservation, renewable energy source applications

9.11 Heat Rejection: cooling towers, evaporative condensers, air cooled condensers, heat exchanger

9.12 Food Service: cooking equipment, ventilation

9.13 Energy Management Systems

9.14 Demand Response Controls

9.15 Other Technical Fields: demand reduction strategies, permanent load shifting technologies, self-generation technologies, distributed resources, residential and multi-family appliances and miscellaneous systems, office technologies, technical publications and other media

9.16 Project Management: program development, commercial/industrial/agricultural/ residential design and construction, installation and start-up, industrial process improvement, market transformation, all programs or other projects as identified by PG&E PM.

EXHIBIT F: Approval for Trademark/Trade Name/Logo Use in Co-Marketing Activities

The Pacific Gas and Electric Company (PG&E) name, logo(s) or trademarks (the "Marks") in stylized form are valuable assets and may be used publicly with PG&E permission. In order to protect the value of these assets, PG&E must maintain control over the manner in which the Marks are used. PG&E has established the following set of guidelines for properly using the Marks. If these guidelines are not followed, PG&E may terminate your right to use the Marks.

1. General Rules Regarding PG&E Name

   - Any Implementer document, Web site, etc. shall refer to PG&E by its full name, "Pacific Gas and Electric Company" in its first mention and then can abbreviate it as "PG&E" and subsequently refer to it as PG&E.

2. Uses That Are Permitted Without Further Authorization

   Implementer may make factual statements regarding Implementer's relationship with PG&E subject to the terms and conditions contained in this MSA, the limitations stated in No. 1, and the following:

   - Statement may not indicate that PG&E endorses the Implementer's products, services, etc. "Endorsement" means a statement that could be construed as PG&E recommending an Implementer product or service, e.g., "Pacific Gas and Electric Company selected xyz vendor because the vendor offers the best meters available."

Example of allowable use:

Implementer brochure or Web site with the following statement: "Pacific Gas and Electric Company purchased 10 widgets from us."

Example of allowable use in a link: *"For more information on rebates available for this product, please visit Pacific Gas and Electric Company's Web site at www.pge.com"*

3. Uses That Are Permitted Following Consultation With Law Department

Implementer may make factual statements regarding their relationship with PG&E and use the company logo as part of that communication, subject to the limitations in No. 1, and the following additional limitations:

- Statement(s) may not endorse the Implementer's products, services, etc.
- The PG&E Law Department should review the proposed use and assess the potential exposure to PG&E, and may require Implementer sign a use/license agreement to use of the PG&E logo.

Example of uses that require Law Department review:

"XYZ provides widgets to Pacific Gas and Electric Company."

Pacific Gas and Electric Company®

"XYZ is an HVAC contractor for Pacific Gas and Electric Company."

Pacific Gas and Electric Company®

4. Permitted Uses Following Consultation With The Law Department And Corporate Communications

Implementers may make factual statements regarding their relationships with PG&E and use the "PG&E" spotlight logo (without the words "Pacific Gas and Electric Company") (The PG&E spotlight logo, the Pacific Gas and Electric Company logo, and other logo formats will be provided by the PG&E PM as part of that communication, but only following consultation with the PG&E Law Department and PG&E Corporate Communications Department, subject to the limitations in No. 1, and the following additional limitations:

- Statement may not endorse the Implementer's products, services, etc.
- The PG&E Law Department must review the proposed use and assess the potential exposure to PG&E, and may require that the Implementer sign a use agreement regarding their use of the PG&E logo. Implementer shall coordinate the PG&E Law Department review through the PG&E PM. er.
- The PG&E Corporate Communications Department must review and approve use of the "PG&E" spotlight logo in lieu of the Pacific Gas and Electric Company logo (including approval of logo size, color, placement, etc.). Implementer shall coordinate the PG&E Corporate Communications Department review through the PG&E PM.

Example of uses that require Law Department and Corporate Communications review:

"Brought to you by partners in Corporate Citizens Supporting Energy Efficiency"

[INSERT LOGOS OF OTHER PARTNERS]

5. Uses That Will Require PG&E Review And Discussion (i.e., potentially longer lead time)

- Use of the PG&E logo or PG&E spotlight logo on or with any Implementer product or service.
- Use of the PG&E logo or PG&E spotlight logo on a product or to brand a service, in connection with an Implementer logo (e.g., co-branding), except as allowed in No. 4 above.
- Endorsements

Examples of uses that will require management review and discussion:

"Pacific Gas and Electric Company believes that XYZ makes the highest quality widget. You should use XYZ widgets too!"

A product or service truck bearing the following logos:

Pacific Gas and Electric Company & [A THIRD-PARTY TRADEMARK]

Attachment 2

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GENERAL CONDITIONS

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Each of the following documents is attached hereto and incorporated herein:

EXHIBIT 1 PG&E Supplier Diversity Policy
EXHIBIT 1A List of Subcontractors and Disbursement Record
EXHIBIT 2 Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns
EXHIBIT 3 Injury and Illness Prevention Program Compliance Certificate
EXHIBIT 4 PG&E Drug and Alcohol Abuse and Testing Policies
EXHIBIT 5 PG&E Contractor Document Retention and Production Requirements
EXHIBIT 5A Document and Data List
EXHIBIT 6 Audit Rights

EXHIBIT A Escalated Complaints / Safety Incidents
EXHIBIT B Confidentiality and Data Security
EXHIBIT C Non-Disclosure and Use of Information Agreement
EXHIBIT D Customer Satisfaction
EXHIBIT E Background Check

1.0 DEFINITIONS

"Bidder": The entity submitting a bid Proposal to PG&E to perform Work under this Contract or a CWA.

"Change Order": A revision or modification to the Contract reflected on a PG&E Field Order form or a PG&E Change Order form.

"Contractor": The entity or entities entering into this Contract with PG&E to perform the Work.

"Contract": This executed master service agreement between PG&E and Contractor, including the cover page signed by each Party, each CWA, the Specific Conditions and these General Conditions, together with any and all attachments and exhibits, all of which together shall constitute the Contract.

"Customer": PG&E's utility customers, both residential and commercial.

"CWA": Contract Work Authorization. If specified in the Specific Conditions of this Contract, Work may be assigned to Contractor through CWAs which are signed by both PG&E and the Contractor. The terms and conditions of this Contract shall apply independently to each CWA executed by both Parties.

"Day": Unless otherwise specified, reference to a "day" means a calendar day.

"Party" or "Parties": In the singular, PG&E or Contractor, and in the plural, both PG&E and Contractor.

"PG&E": Pacific Gas and Electric Company, a California corporation.

"Proposal": Bidder's firm bid quotation and package to perform Work under this Contract or a CWA.

"Subcontract": An agreement between Contractor and Subcontractor or between Subcontractors at any level for a portion of the Work under this Contract.

"Subcontractor": Party or parties entering into a Subcontract with Contractor or another Subcontractor to perform a portion of the Work covered by the Contract.

"Work" or "Services": All services (including but not limited to professional, engineering, analytical and other consulting services), labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Contract.

2.0 PERFORMANCE OF THE WORK

2.1 INDEPENDENT CONTRACTOR: In assuming and performing the obligations of this Contract, Contractor is an independent contractor and shall not be eligible for any benefits which PG&E may provide its employees. All persons, if any, hired by Contractor shall be employees or Subcontractors of Contractor and shall not be construed as employees or agents of PG&E in any respect.

2.2 NO GUARANTEE OF WORK: THIS IS NOT AN EXCLUSIVE CONTRACT. THIS CONTRACT DOES NOT GUARANTEE THE CONTRACTOR ANY WORK NOR IS THERE ANY GUARANTEE AS TO ANY VOLUME OR DURATION OF WORK. PG&E EXPRESSLY RESERVES ALL ITS RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO CONTRACT WITH THIRD PARTIES FOR THE PERFORMANCE OF WORK OF THE TYPE CONTEMPLATED BY THIS CONTRACT; THE RIGHT TO REQUEST PROPOSALS FROM OTHERS WITH OR WITHOUT REQUESTING PROPOSALS FROM CONTRACTOR AND THE UNRESTRICTED RIGHT TO PERFORM THE WORK WITH PG&E'S OWN EMPLOYEES.

2.3 PRIOR WORK: Services performed by Contractor pursuant to PG&E's authorization, but before the execution of this Contract, shall be considered as having been performed subject to the provisions of this Contract.

2.4 ADDITIONAL WORK OR CHANGES IN WORK

2.4.1 PROCEDURE FOR ADDITIONAL WORK: BEFORE PROCEEDING WITH ANY WORK INVOLVING POSSIBLE CLAIMS FOR EXTRA COMPENSATION NOT SPECIFIED IN THE CONTRACT, CONTRACTOR SHALL SUBMIT IN WRITING A DETAILED ESTIMATE OF THE COST FOR SUCH WORK. For each identifiable task, key milestone and deliverable, Contractor shall state: (a) description of work to be performed, including extensions and changes; (b) estimated cost; and (c) expected completion date.

2.4.2 APPROVAL NEEDED FOR ADDITIONAL WORK: Contractor shall not proceed with any such additional work prior to receiving written authorization or a Change Order issued to Contractor by PG&E. CONTRACTOR AGREES THAT ALL COSTS FOR ANY SUCH MODIFICATION OR CHANGE THAT IS PERFORMED BY CONTRACTOR WITHOUT PG&E'S PRIOR WRITTEN APPROVAL SHALL BE AT CONTRACTOR'S SOLE RISK AND EXPENSE.

2.4.3 PG&E CHANGES TO WORK: PG&E reserves the right to make such changes in Work, specifications, or level of effort, as may be necessary or desirable, and any difference in Contract price resulting from such changes shall be approved in writing by PG&E before the Work is begun.

2.5 REPLACEMENT OF PERSONNEL

2.5.1 BY CONTRACTOR: Contractor acknowledges the removal, replacement, or reassignment of the individuals initially assigned by Contractor to perform the Work may result in serious harm and costs to PG&E. Contractor will make reasonable efforts to maintain continuity in its staffing and will provide PG&E prompt notice if any such changes are made. Contractor agrees not to charge PG&E for the time to familiarize replacement personnel with the Work.

2.5.2 BY PG&E: Contractor shall employ personnel qualified to perform the Work. If PG&E finds Contractor's employee to be unsatisfactory, Contractor shall replace that employee within 24 hours of notification. For the avoidance of doubt, this provision addresses only the assignment of personnel to PG&E jobs; it does not require the Contractor to terminate the employment of any employee replaced under this section, nor does PG&E endorse or approve, either expressly or impliedly, Contractor's termination of any such employee.

2.6 IMPORTANCE OF SAFETY: Contractor recognizes and agrees safety is of paramount importance in the performance of the Work. Contractor is solely responsible for performing the Work in a safe manner. Contractor shall plan and conduct the Work, and shall require all Subcontractors to perform their Work, in accordance with Contractor's safety program and with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. Contractor further agrees to provide necessary training to its employees and Subcontractors about the foregoing safety and health rules and standards. If PG&E at any time observe Contractor, or any of its Subcontractors, perform the Work in an unsafe manner, or in a manner that may, if continued, become unsafe, then PG&E shall have the right (but not the obligation) to require Contractor to stop the Work affected by the unsafe practice until Contractor has taken corrective action so the Work performance has been rendered safe.

2.7 LAWFUL DISPOSAL OF SAMPLED AND OTHER WASTE: If the Work requires Contractor to perform hazardous waste site investigations, the following shall apply:

2.7.1 PG&E will be responsible for disposal of onsite samples. Charges for disposal of samples taken offsite for testing are included in the Contractor's proposed rates.

2.7.2 Contractor shall lawfully dispose of all test samples after completion of the required tests, along with any residue or byproducts of the testing process. Contractor shall comply with all federal, state and local laws, rules, regulations, and/or ordinances applicable to the services to be performed, including but not limited to, to the extent applicable, the Code of Federal Regulations, Title 40, Part 260 et seq. and the California Health and Safety Code, Section 25, 100 et seq., and the Title 22, California Code of Regulations, Section 66,000 et seq.

2.8 WARRANTY

2.8.1. GENERAL WARRANTY: Contractor warrants to PG&E the Work shall be performed with the degree of skill and care required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional and industry standards prevailing at the time the Work is performed. This is to ensure the Work is correct and appropriate for the purposes contemplated herein and related specifications. Contractor shall use appropriate numbers of personnel with suitable training, education, experience and skill to perform the Work in accordance with the Contract requirements.

2.8.2 WORKMANSHIP. If applicable and In addition to the warranties implied in fact or in law, Contractor warrants the equipment, material and parts furnished by Contractor, whether or not manufactured by Contractor, shall be of the kind and quality described in the Contract, free of defects in workmanship, material, design, and title, shall be of good and merchantable quality, and shall be fit for its intended purpose. Contractor shall repair or replace at its expense any part of the Work that develops defects due to faulty material or workmanship within a period of one year after being placed in operation by PG&E. Contractor shall at its expense repair or replace other work or equipment damaged as the result of the defects, or as a result of the repairing, and hold PG&E harmless from repair expenses. Acceptance or payment of the Work by PG&E shall relieve Contractor from liability under the indemnity or any guarantees contained in or implied by this Contract.

2.9 SAFETY AND CUSTOMER SATISFACTION: Contractor shall comply with the requirements of Exhibit A, Escalated Complaints/Safety Incidents and Exhibit D, Customer Satisfaction, attached hereto and incorporated herein.

3.0 BILLING AND PAYMENT

3.1 LUMP SUM WORK: The following provisions shall apply to all Work performed on a lump sum basis.

3.1.1 INVOICE SUBMITTAL INSTRUCTIONS: Contractor shall submit a monthly invoice to PG&E for compensation earned in the preceding calendar month. Contractor shall submit invoices to PG&E in accordance with the requirements of this Section and with the instructions printed in the Contract or Contract Change Order. The Contractor shall include the Contract number and, if applicable, the Contract Work Authorization number, on the invoice.

3.1.2 INVOICE DEFICIENCIES: If PG&E determine Contractor's invoice does not meet the invoicing requirements, PG&E will notify Contractor of the deficiencies or return the invoice to Contractor with noted deficiencies. Contractor shall provide such documents or information correcting such deficiencies, or for invoices returned to Contractor and resubmit a corrected invoice.

3.1.3 PG&E PAYMENT: PG&E will pay Contractor monthly for Work performed on a lump sum basis, in the full amount of the cost of the Work performed less any

negotiated percentage withholding, computed in accordance with the terms of the Contract, and satisfactorily completed during each month. All payments will be made, subject to PG&E approval after receipt of a correct invoice.

3.1.4 FINAL INVOICE: The final invoice shall be marked "FINAL" and must be received within 60 days after completion of the Work. PG&E will not be liable for payment of any late invoices received by PG&E beyond the 60 day period.

3.1.5 BILLING RATES AND CONFLICTS: Contractor's lump sum price(s) stated in the Contract fee schedule shall not change during the term of this Contract without prior written approval by PG&E. The lump sum price(s) shall be inclusive of all Contractor's overhead costs, administrative and general fees. To the extent such lump sum price(s), or any invoice or other billing instrument as provided for in this Article 3, "Billing and Payment", contains terms and conditions which are in addition to or in conflict with the terms and conditions in this Contract, whether Specific or General, those terms and conditions in the fee schedule, invoice, or other billing instrument shall be null and void.

3.2 TIME AND MATERIALS AND UNIT PRICE WORK: The following provisions shall apply to all Work performed on a time and materials or unit price basis.

3.2.1 INVOICE SUBMITTAL INSTRUCTIONS: Contractor shall submit invoices to PG&E in accordance with the requirements of this Section and with the instructions printed in the Contract or Contract Change Order. The Contractor shall include the Contract number and, if applicable, the Contract Work Authorization number, on the invoice.

3.2.2 MONTHLY INVOICE: Contractor shall submit a monthly invoice to PG&E for review and approval of compensation earned and reimbursable expenses incurred in the preceding calendar month. Each invoice shall be broken down by Contract tasks; for each task the invoice shall include the following information:

(i) STATUS: Task description, estimated cost to complete, total cost incurred to date, percentage of Work completed and date completed.

(ii) LABOR: Employee name, employee labor classification, employee salary rate, number of hours spent, and billing rate.

(iii) REIMBURSABLE EXPENSES: Unit cost and quantity of each item of expense.

3.2.3 BILLING RATES AND CONFLICTS: Contractor's billing rates or fees stated in the Contract fee schedule shall not change from January 1, 2016 through December 31, 2016 without prior written approval by PG&E. These billing rates and fees shall be inclusive of all Contractor's overhead costs, administrative and general fees, and profit. To the extent such fee schedule, or any invoice or other billing instrument as provided for in this Article 3, "Billing and Payment", contains terms and conditions which are in addition to or in conflict with the terms and conditions in this Contract, whether Specific or General, those terms and conditions in the fee schedule, invoice, or other billing instrument shall be null and void.

(i) Overtime hours shall be billed at straight-time rates, unless otherwise approved by PG&E prior to the use of overtime, and limited to those hours for which Contractor's employee is actually compensated. If applicable, Contractor's overhead cost shall not be applied to the premium portion of the overtime cost.

(ii) Individuals other than employees of Contractor (nonemployees) retained by Contractor, such as Subcontractors, outside Contractors, or agency

personnel, shall not be billed as Contractor's employees and shall be shown separately on the invoice. Such nonemployees working in Contractor's established office under Contractor's direct supervision shall be billed to PG&E at the cost charged to Contractor multiplied by 1.05. All other nonemployees shall be billed at Contractor's actual, direct cost.

3.2.4 EXPENSES: All reimbursable expenses shall be reasonable, ordinary, and necessary and shall be billed at cost. All reimbursable expenses other than those listed in this Article shall be authorized in writing by PG&E's authorized representative prior to expenditure by the Contractor. PG&E will not reimburse Contractor for any expenses not so approved.

(i) Overhead costs are Contractor's responsibility and will not be reimbursed as expenses. Overhead costs include but are not limited to the following: Miscellaneous costs, such as routine telephone communications, routine copying, electronic mail, facsimile transmissions, computer time and use of in-house technical software.

3.2.5 TRAVEL TIME AND COSTS: All air travel costs within or outside of the United States will be reimbursed only on a coach fare basis and all rental car costs will be reimbursed only on a subcompact rate basis. Travel time to and from the Work site shall be at Contractor's expense.

3.2.6 MILEAGE AND USE OF PERSONAL CAR: If Contractor uses its personal car to perform Work and such use is included as a reimbursable expense, normal commuting such as trips from home to first business stop and from the last business stop to home represents personal use of car and shall not be reimbursed. All other reimbursable mileage shall be at the current IRS rate.

3.2.7 SUPPORTING DOCUMENTATION: For each expense item over $100, supporting data and documentation shall be furnished with the invoice. Copies of detailed expense reports to support travel costs shall be attached to the invoice. Although travel receipts need not be attached, Contractor shall retain them for the term of the audit period.

(i) Each invoice shall be assembled such that attached supporting documentation placed in the order listed in the invoice, and each item of expense chargeable to PG&E shall be highlighted or clearly delineated.

3.2.8 INVOICE DEFICIENCIES: If PG&E determines Contractor's invoice does not meet the invoicing requirements, PG&E will notify Contractor of the deficiencies or return the invoice to Contractor with noted deficiencies. Contractor shall provide such documents or information correcting such deficiencies, or for invoices returned to Contractor, Contractor shall resubmit a corrected invoice.

3.2.9 FINAL INVOICE: The final invoice shall be marked "FINAL" and must be received within 60 days after completion of the Work. PG&E will not be liable for payment of any late invoices received by PG&E beyond the 60 day period.

3.2.10 UNIT PRICE BASIS: Invoices for Work performed on a unit price basis, Contractor shall attach a list stating the unit price item numbers, unit prices, quantities, dollar amounts and other information as required to identify the Work.

3.2.11 PG&E PAYMENT: Payment by PG&E to Contractor for Work performed on a time and materials or unit price basis will be monthly, in the full amount due for Work performed less any negotiated percentage withholding, computed in accordance with the terms of the Contract, and satisfactorily completed during each month including reimbursable expenses, if any.

3.3 PAYMENT TERMS: Unless otherwise specified herein, the payment terms for this Contract are Net 30 days. All timelines are calculated from the date a correct invoice is received and accepted by PG&E's Accounts Payable department in San Francisco.

3.3.1 GENERAL INVOICE REQUIREMENTS: Invoices submitted for payment must be in accordance with the service contract order and include the service contract order number. All timelines for payment of invoices run from the date a correct invoice is received by PG&E's Accounts Payable Department and must be submitted and accepted by 6:00 PM on a business day are considered received that same day.

3.4.1 ELECTRONIC INVOICES: Electronic invoices submitted through PG&E's electronic invoicing system and accepted by PG&E's Accounts Payable department **after** 6:00 PM may not be considered received until the next business day.

3.4.2 PAPER INVOICES: Paper invoices must be submitted to PG&E's Accounts Payable department at the following address:

PG&E Accounts Payable
PO Box 7760
San Francisco, CA 94120-7760

INVOICES SUBMITTED TO ANY OTHER OFFICE, LOCATION OR ADDRESS, INCLUDING A LOCAL PG&E OFFICE OR THE DEPARTMENT IN CHARGE OF THE WORK, ARE **NOT** CONSIDERED RECEIVED FOR PAYMENT PURPOSES. The discount and net due date timelines for invoice payment **DO NOT BEGIN** until the receiving location has forwarded a correct invoice to PG&E's Accounts Payable department and received and accepted.

4.0 INTELLECTUAL PROPERTY

4.1 OWNERSHIP OF DELIVERABLES: PG&E shall own all data, reports, information, manuals, computer programs or other written, recorded, photographic or visual materials, or other deliverables including without limitation newly produced in the performance of this Contract. Contractor shall retain no interest, title or ownership including, but not limited to energy usage data and customer specific information provided by PG&E except as may otherwise be provided in the Contract.

4.2 PROPRIETARY RIGHTS: PG&E shall own all proprietary rights, including, but not limited to, exclusive patent and copyright rights, in and to any and all inventions, software, works of authorship, designs or improvements of equipment, tools or processes, including the items referenced in the Section titled "Ownership of Deliverables" (collectively, the "Developments"), conceived, developed, implemented, or produced by Contractor in the performance of this Contract, and Contractor shall retain no ownership, interest or title in or to them except as otherwise provided herein. Contractor agrees to assign and hereby assigns all its right, title and interest in and to the patents, copyrights and other intellectual property rights in the Developments and hereby agrees to fully cooperate and to do all things reasonably necessary to allow PG&E to claim sole ownership, including the execution of documents deemed necessary by PG&E.

4.3 USE AND REPRODUCTION RIGHTS: If and to the extent that Contractor retains any preexisting rights in any materials furnished hereunder, including Developments, Contractor hereby grants to PG&E the irrevocable, perpetual, non-exclusive, worldwide, royalty free right and license to (i) make, use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and derivative works thereof in connection with PG&E's business and (ii) authorize others to do any or all of the foregoing in connection with PG&E's business. Any claims of Contractor to proprietary rights in materials furnished hereunder must be expressly set

forth in this Contract or shall have been previously disclosed to PG&E in writing.

4.4 COPYRIGHT REGISTRATION: Notice of PG&E copyright ownership shall be placed by Contractor on all reports, information or instructional manuals, computer programs or other written, recorded, photographic or visual materials or other deliverables to which PG&E has the right of such ownership as provided herein. Such notice shall be placed on the materials in a manner and location as to give reasonable notice of the claim of copyright, and shall consist of the copyright symbol or the word "Copyright" followed by the year in which the material is produced and the words "Pacific Gas and Electric Company". Application for copyright registration shall be the responsibility of PG&E.

4.5 ROYALTIES AND LICENSE FEES: Royalties, license fees or other charges for patents, copyrights and other intellectual property for designs, processes, technology, published or unpublished data, information or technical materials including, but not limited to, manuals, computer programs, or other deliverables furnished by Contractor, or for processes or methods employed by Contractor in performing the services, shall be included in the Contract price.

4.6 DELIVERY AND RETENTION OF RECORDS: To the extent PG&E does not otherwise specifically request delivery of records or results, Contractor agrees to retain all records and results of Work performed under this Contract for a period of not less than three years from the end of the Contract term. At PG&E's request Contractor will deliver a copy of any or all original field notes, investigative notes, tests, photographs, records, calculations, summaries, reports, and records produced and collected in the course of the Work performed under this Contract.

4.7 . PUBLIC RELEASE OF RESULTS: Contractor agrees not to release any results of the Work without first providing PG&E with the material sought to be released and a description of the publication for PG&E's prior approval. Contractor further agrees that no release shall present any material findings not reasonably inferable from the data. Any public release shall acknowledge PG&E's sponsorship of the Work.

4.8 THIRD PARTY LICENSES: Contractor represents and warrants that it shall comply (and ensure that its personnel and subcontractors comply) with all third party licenses, terms of use, policies and procedures that apply to or otherwise govern access to and/or use of any third party materials made available by PG&E to Contractor under this Contract.

4.9 PUBLIC TESTIMONY: Contractor agrees, if requested by PG&E, Contractor shall provide testimony before any federal, state or local court, regulatory body or any other public agency to substantiate any Work performed or data, reports, or materials supplied to PG&E. Reasonable fees for such testimony will be negotiated at that time.

5.0 CONFIDENTIALITY AND USE OF PG&E PROPERTY

5.1 CONTRACTOR'S USE OF PG&E PROPERTY: All records, reports, computer programs, written procedures and similar materials, documents or data, in whatever form, provided by PG&E for Contractor's use to perform Work shall remain PG&E's confidential information and property be returned to PG&E immediately upon completion of Contractor's use for the performance of the Work or earlier upon PG&E's request. Alternatively, Contractor may destroy such information, provided an officer of Contractor certifies the destruction in writing to PG&E.

5.2 NO PUBLICITY: Contractor shall not include PG&E's name, any reference to this Contract, or any reference to PG&E's purchase or use of any products or services provided by Contractor in Contractor's published customer list or in other publicity or advertisement, including internet, without the prior written consent of an officer of PG&E. The fact the Parties have entered into this Contract does not constitute, nor imply in any way, an endorsement of Contractor by PG&E, and Contractor will not state or imply that PG&E endorses, recommends, or vouches for Contractor in any form of written, verbal,

or electronic advertisement, communication, or any other business development effort.

5.3 CONFIDENTIALITY:

5.3.1 Except as required by law, Contractor shall not disclose certain confidential Customer, commercial or personal information ("Confidential Information") or otherwise make it available to any other person, including any affiliate of PG&E that produces energy or energy-related products or services, without the prior written approval of PG&E. "Confidential Information" shall mean:

(i) the Customer's account information and information relating to their facilities, equipment, processes, products, specifications, designs, records, data, software programs, Customer identities, marketing plans or manufacturing processes or products,

(ii) any technical, commercial, financial, or Customer information of PG&E obtained by Contractor in connection with this Contract, either during the Term or prior to the Term but in contemplation that Contractor might be providing the Work or services, including, but not limited to a Customer's energy usage and billing data, data, matters and practices concerning technology, ratemaking, personnel, business, marketing or manufacturing processes or products, which may be information owned by PG&E or by a third party and which may be in the custody of PG&E or third party and which constitutes valuable confidential and proprietary information and/or trade secrets belonging to PG&E, and/or third parties,

(iii) any such confidential information of any third party disclosing such confidential information to PG&E or Contractor in the course of such third party's employment, engagement, business, or other relationship with PG&E or its parent, subsidiary, or affiliated companies, and

(iv) PG&E Data as defined in Exhibit B, Confidentiality and Data Security.

5.3.2 If Contractor is in doubt about whether certain information is Confidential Information, Contractor will treat that information as such.

5.3.3 The Requirements of Exhibit B, Confidentiality and Data Security, and Exhibit C, Non-Disclosure and Use of Information Agreement, attached, are hereby incorporated into the Contract. Contractor shall ensure that each of its employees and Subcontractors who will receive Confidential Information under this Contract first executes a copy of Exhibit C.

6.0 RESERVED

6.4 LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND REGARDLESS OF WHETHER OR NOT PG&E HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR UNRECOVERED OVERHEAD AND, UNLESS EXPRESSLY AUTHORIZED IN ADVANCE IN WRITING AND SPECIFICALLY ASSUMED BY THE PARTIES, COMMITMENTS TO THIRD PARTIES, SUCH AS SUBCONTRACTS, RENTAL OR LEASE AGREEMENT(S), AND PERSONAL SERVICES CONTRACTS.

7.0 INSURANCE REQUIREMENTS

Contractor shall maintain the following insurance coverage. Contractor is also responsible for its Subcontractors maintaining sufficient limits of the appropriate insurance coverage.

7.1 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

7.1.1 Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Contractor performs Work.

7.1.2 Employers' Liability insurance shall not be less than $1,000,000 for injury or death each accident.

7.2 COMMERCIAL GENERAL LIABILITY

7.2.1 Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

7.2.2 The limit shall not be less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, property damage and personal injury.

7.2.3 Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of or connected with the Work performed by or for the Contractor. (ISO Form CG2010 or equivalent is preferred). If the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Contractor are additional insureds under a blanket endorsement."; b) Be endorsed to specify that the Contractor's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

7.3 BUSINESS AUTO

7.3.1 Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."

7.3.2 The limit shall not be less than $1,000,000 each accident for bodily injury and property damage.

7.4 PROFESSIONAL LIABILITY INSURANCE

7.4.1 Errors and Omissions Liability insurance appropriate to the Contractor's profession. Coverage shall be for a professional error, act or omission arising out of the scope of services shown in the Contract.

7.4.2 The limit shall not be less than $1,000,000 each claim/$2,000,000 aggregate.

7.5 ADDITIONAL INSURANCE REQUIREMENTS

7.5.1 Before commencing performance of Work, Contractor shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Contractor.

7.5.2 Should any of the above described policies be cancelled before the expiration date thereof, the insurer shall deliver notification to PG&E in accordance with the policy provisions.

7.5.3 Certificates of insurance and endorsements shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf and must be submitted by e-mail or fax only to the following address:

Certificate Holder: Pacific Gas and Electric Company

c/o EXIGIS LLC
E-mail: support@exigis.com
Fax: 646-755-3327

A copy of all such insurance documents shall be sent to PG&E's Contract negotiator and/or Contract administrator.

7.5.4 PG&E may inspect the original policies or require complete certified copies at any time.

7.5.5 The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Contractor's liability under this Contract. '

7.5.6 Upon request, Contractor shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Contractor.

8.0 FORCE MAJEURE, CANCELLATION AND TERMINATION OF CONTRACT

8.1 FORCE MAJEURE: Neither PG&E nor Contractor shall be considered in default in the performance of its obligations under this Contract, except obligations to make payments hereunder for Work previously performed, to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and without the fault or negligence, of the affected Party. If either Party claims that performance of its obligations was prevented or delayed by any such cause, that Party shall promptly notify the other Party in writing and describe the circumstances preventing or delaying performance. The Party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to remove the obstacles which preclude performance.

8.2 CANCELLATION FOR CAUSE:

8.2.1 PG&E may, at its option, cancel or suspend, in whole or in part, this Contract or any one or more CWAs for cause including, but not limited to, the following situations: (a) the failure, refusal or inability of the Contractor to perform the Work in accordance with this Contract for any reason (except as specified in the section titled "Force Majeure"); or (b) Contractor has become insolvent, has failed to pay its bills, or has had checks for payment of its bills returned from suppliers and Subcontractors due to insufficient funds; or (c) a legal action is placed against Contractor which, in PG&E's opinion, may interfere with the performance of the Work; or (d) in PG&E's opinion, the Work will not be completed in the specified time and PG&E has requested Contractor to take steps necessary to accomplish the required progress and completion, and Contractor has failed to do so.

8.2.2 PG&E will be the sole judge whether Contractor is substantially performing Work and services in accordance with this Contract. Contractor shall be liable for additional costs to PG&E arising from cancellation.

8.2.3 In the event of such cancellation, PG&E shall pay Contractor for services satisfactorily performed prior to the date of cancellation. In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the Work. Before PG&E will release final payment, Contractor shall deliver to PG&E any reports, drawings or other documents prepared for PG&E prior to the effective date of such cancellation. Contractor shall not enter into any agreements, commitments or Subcontracts which would incur significant cancellation costs without prior written approval of PG&E. Such written approval is a condition precedent to the payment of any cancellation charges by PG&E.

8.2.4 LABOR DISPUTE: In the event of a labor dispute or strike by Contractor's or its Subcontractors' employees which threatens the progress or cost of Work, or PG&E's labor relations, or which disrupts PG&E's operations, or results in a secondary boycott at PG&E's facilities, PG&E reserves the right to restrict and/or require the additional hiring of Contractor's employees, to suspend or discontinue the Work of the Contractor or any Subcontractor, or cancel the Contract for cause. This paragraph shall be applicable whether or not any Contractor or Subcontractor is directly involved in a labor dispute.

8.3 TERMINATION FOR PG&E'S REASONS: PG&E may suspend or terminate, in whole or in part, the Contract or any one or more CWAs, without cause and upon 60 days' written notice to Contractor. Contractor thereupon shall take whatever action with respect to performance of the Work as will tend to minimize its claim against PG&E, if any. In the event of termination, PG&E shall be liable to Contractor only for the compensation earned on the Work performed to the date of termination, plus costs reasonably incurred by Contractor in terminating its operation. Contractor shall not be entitled to any payment for lost or anticipated profits or overhead on uncompleted portions of the Work. Any reports, drawings or other documents prepared for PG&E prior to the effective date of such termination shall be delivered to PG&E by Contractor prior to PG&E's release of its final payment to Contractor.

8.4 CWA TERM AND TERMINATION: The cancellation and termination provisions in this Section shall apply to individual CWAs. If PG&E cancels or terminates the Work under a particular CWA or if a particular CWA expires, the remainder of this Contract shall not be affected. In addition, if the term of any one or more CWAs continues beyond the termination date of this Contract, the terms and conditions of this Contract shall continue to apply to those CWAs until final completion and acceptance of the Work.

8.5 ASSISTANCE AND COOPERATION: Commencing upon expiration, or upon notice to Contractor of cancellation or termination of a CWA or this Contract, and continuing for so long as PG&E may reasonably request, Contractor will provide reasonable assistance requested by PG&E to facilitate the orderly transfer of the Work and subject matter of the CWA or Contract, respectively, as directed by PG&E. To the extent that compensation for such assistance is not already provided for by the CWA or Contract, PG&E and Contractor will negotiate reasonable compensation not to exceed Contractor's then-current, standard hourly rates for similar work.

9.0 REQUIREMENTS AND POLICIES

9.1 PG&E'S SUPPLIER DIVERSITY POLICY: It is PG&E's policy that Women, Minority, and Disabled Veteran Business Enterprises (WMDVBEs) and Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBEs) shall have the maximum practicable opportunity to participate in providing the goods and services purchased by PG&E.

9.1.1 Contractor agrees to comply, and to require all Subcontractors and sub-Subcontractors to comply, with PG&E's Supplier Diversity Policy, as set forth in Exhibit 1 hereto. Contractor shall provide a copy of Exhibit 1 to each prospective Subcontractor.

9.1.2 In addition, for Contracts exceeding $500,000 (or $1 million for construction contracts), Contractor must comply with the Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, as described in Exhibit 2 hereto. The Subcontracting Plan for these Contracts must include provisions for implementing the requirements of Exhibit 2.

(i) Exception: Small Business and Small Disadvantaged Business Subcontracting Plans are not required for small business contractors, personal service contracts, contracts that will be performed entirely outside of the United States and its territories, or modifications to existing

Contracts which have no potential for Subcontracting.

9.1.3 Contractor shall act in accordance with the Subcontracting Plan in the performance of the Work and in the award of all Subcontracts.

9.2 FEDERAL POLICY

9.2.1 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION REGULATIONS POLICY: During the performance of this Contract and to the extent they may be applicable, Contractor agrees to comply with all laws, orders, and regulations included by summary or reference in the following paragraphs

- Executive Order 11246, 41 CFR Part 60-1.4: Equal Opportunity Clause.
- Executive Order 11246, 41 CFR Part 60-1.8: Nonsegregated Facilities.
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-250.5.a: Equal Opportunity Clause.
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-300.5.a: Equal Opportunity Clause.
- Section 503 of the Rehabilitation Act of 1973, 41 CFR Part 60-741.5.a: Equal Opportunity Clause.

9.2.2 EXECUTIVE ORDER 13496 – EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. To the extent applicable, the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A are hereby incorporated by reference into this Contract.

9.3 CONTRACTOR SAFETY PROGRAM: Contractor represents and warrants that it will perform all applicable Work, and cause all Subcontractors to perform all applicable Work, in compliance with PG&E's Contractor Safety Program Standard Contract Requirements, as may be modified from time to time. The Contractor Safety Program Standard Contract Requirements can be located and downloaded at: www.pge.com/contractorsafety and are hereby incorporated by reference into this Contract. Contractor's failure to comply with the Contractor Safety Program Standard Contract Requirements shall be immediate grounds for termination for cause under this Contract.

9.4 SUPPLIER CODE OF CONDUCT: CONTRACTOR, ITS SUBCONTRACTORS AND THEIR SUPPLIERS AT ALL TIERS, SHALL COMPLY WITH PG&E'S SUPPLIER CODE OF CONDUCT IN THE AWARD AND PERFORMANCE OF ALL CONTRACTS AND SUBCONTRACTS. The Supplier Code of Conduct requires that Contractor and each of its Subcontractors demonstrate a strong commitment to compliance, ethics, sustainability and supplier diversity as a foundation to successful business. Contractor must complete its Work for PG&E in full compliance with the Supplier Code of Conduct, as it may be modified from time to time. Contractor shall access, read and comply with PG&E's Supplier Code of Conduct and shall make it available to its Subcontractors and suppliers. The Supplier Code of Conduct is available at PG&E's website, www.PGE.com, at the following link:
http://www.pge.com/includes/docs/pdfs/b2b/purchasing/contractor_consultant_and_supplier_code.pdf

9.5 CONFLICT OF INTEREST AND BUSINESS ETHICS

9.5.1 REASONABLE CARE: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PG&E's interest.

9.5.2 OTHER EMPLOYMENT: Contractor and its employees shall not violate Section 1090 of the California Government Code.

9.5.3 GIFTS: Contractor or its employees shall not offer or cause to be offered gifts, entertainment, payments, loans and/or other services, benefits or considerations

of more than a nominal value to PG&E's employees, their families, vendors, Subcontractors and other third parties.

9.5.4 ACCURATE DOCUMENTATION: All financial statements, reports, billings, and other documents rendered shall properly reflect the facts about all activities and transactions handled for the account of PG&E.

9.5.5 NOTIFICATION: The Contractor shall immediately notify PG&E of any and all violations of this clause upon becoming aware of such violation.

9.6 AVAILABILITY OF INFORMATION: Contractor shall keep accurate records and books of accounts, and shall preserve and make available such records and books of accounts, in accordance with the requirements of Exhibit 6, Audit Rights, attached hereto and incorporated herein.

9.7 INJURY AND ILLNESS PREVENTION PROGRAM: In the performance of the Work under this Contract, Contractor acknowledges that it has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. Contractor shall ensure that any Subcontractor hired by Contractor to perform any portion of the Work under this Contract shall also have an effective Injury and Illness Prevention Program. The person with the authority and responsibility for implementing and administering Contractor's Injury and Illness and Prevention Program shall execute the Compliance Certificate, Exhibit 3, attached hereto and incorporated herein.

9.8 PG&E DRUG AND ALCOHOL POLICY: PG&E is committed to maintain and promote job safety and health for all workers at its facilities. In addition, PG&E is determined to protect its employees, customers, and the general public while they are on PG&E property from any harm caused by illegal drug and alcohol use by non-PG&E personnel. To accomplish these objectives, PG&E has established a drug and alcohol policy for access to PG&E facilities by its Contractor and Subcontractor personnel. If any personnel of Contractor or its approved Subcontractors perform any Work or services at PG&E offices and/or other PG&E facilities, then Contractor shall comply with PG&E's Drug and Alcohol Abuse and Testing Policies, attached hereto and incorporated herein as Exhibit 4.

9.9 CALIFORNIA HEALTH AND SAFETY CODE: The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." PG&E uses chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-PG&E-owned facilities and locations. Accordingly, in performing the Work or services contemplated under this Contract, Contractor, its employees, agents and Subcontractors may be exposed to chemicals on the Governor's list. Contractor is responsible for notifying its employees, agents, and Subcontractors that Work performed hereunder may result in exposures to chemicals on the Governor's list.

9.10 WORK ON PG&E OR PG&E CUSTOMER PROPERTY:

9.10.1 CRIMINAL BACKGROUND CHECKS: Contractor shall comply with the requirements of Exhibit E, Background Check, attached hereto and incorporated herein.

9.10.2 FITNESS FOR DUTY: Contractor shall ensure that its Personnel granted Access report to work fit for duty. Personnel with Access may not consume alcohol while on duty and/or be under the influence of drugs that impair their ability to work safely. PG&E expects each supplier to have policies in place that requires their employees report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under

medication that creates drowsiness. As a federal contractor, PG&E does not recognize nor allow work to be completed under the influence of marijuana, whether or not is it used for medical reasons.

9.10.3 ELIGIBILITY FOR PG&E WORK: When assigning any Personnel to perform Work requiring Access, Contractor shall submit each person's full name and the last four digits of their social security number to PG&E at the following e-mail address: RecruitingOperations@pge.com. PG&E reserves the right to decline to accept any proposed Personnel, in which case Contractor shall promptly propose a replacement.

9.11 NERC REQUIREMENTS: Pursuant to a directive from the North American Electric Reliability Corporation (NERC), all employees and contractors with unescorted access to facilities and functions that PG&E deems critical to the support of the electricity infrastructure ("Critical Facilities") shall undergo employment background screening and training prior to being granted access to these PG&E facilities. PG&E has included in the category of those with "unescorted access" all Contractor and Subcontractor personnel ("Individual") working within PG&E Critical Facilities. The following requirements apply to any Work subject to the NERC requirements:

9.11.1 The background screening program for each Individual includes each of the following: (i) Social Security Number verification; (ii) County Criminal Check (up to three counties where the applicant /employee has lived in the past seven years); and (iii) "Global Watch" (check of 19 Federal and International Terrorist Watch lists).

9.11.2 The NERC directive also requires that the Contractor or Subcontractor administer to each Individual with access to Critical Facilities an initial and annual PG&E web-based training session. This training program will also be provided in CD and hard copy format.

9.11.3 Following conclusion of an acceptable background check and certified completion of the above training courses, the Contractor shall provide PG&E's Corporate Security Department with a completion confirmation for each Individual. PG&E will issue each Individual a keycard to access the designated PG&E facility to which they are assigned. PG&E will deny access to Critical Facilities to any Individual who has not passed clearance.

9.12 DOCUMENT RETENTION AND PRODUCTION REQUIREMENTS: PG&E is committed to maintain documents and records so as to satisfy applicable legal, contractual and regulatory requirements as well as PG&E' son-going business needs; to enable appropriate records management, provide appropriate retrieval and achieve the proper level of security and privacy. In furtherance of this commitment, Contractor agrees to comply with the requirements of Exhibits 5 and 5A, attached hereto and incorporated herein.

10.0 GENERAL PROVISIONS

10.1 AMENDMENTS, SUBCONTRACTS AND ASSIGNMENTS

10.1.1 AMENDMENT: No provision of the Contract will be deemed amended or waived by PG&E without prior written approval in the form of a signed Contract Change Order. No oral statement will modify or otherwise affect the terms and conditions set forth herein.

10.1.2 SUBCONTRACTS: Contractor shall not enter into Subcontracts and no Subcontractor shall be permitted to perform Work without the prior written approval of PG&E. PG&E's approval of any Subcontract shall not relieve Contractor of its obligations to PG&E under this Contract. Contractor's

obligations under this Contract shall apply to any Subcontract, and Contractor shall be responsible to PG&E for any damages to PG&E arising out of Subcontracts not in accordance with this Contract. Nothing in the Contract or any subcontract shall create any direct contractual relations between a Subcontractor and PG&E.

10.1.3 ASSIGNMENT: PG&E may assign its rights or delegate its duties under this Contract, directly or indirectly, by operation of law or otherwise, without the Contractor's prior approval or written consent, provided PG&E remains obligated to pay for services rendered up to the effective date of such assignment. Contractor may not assign its rights or delegate its duties under this Contract, directly or indirectly, by operation of law or otherwise without PG&E's prior written consent, except that Contractor may assign to Contractor's corporate affiliate in which Contractor holds a majority interest, provided that the Contractor and the affiliate remain obligated under this Contract. A Party shall not unreasonably withhold, condition or delay its consent. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. Any purported assignment of rights or delegation of duties in violation of this section is void.

10.2 COMPLIANCE WITH LAWS: Contractor shall comply with all applicable federal, state and local laws, rules and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the Work called for in this Contract. Contractor shall comply with all environmental and endangered species requirements and shall conduct its operations in a manner that complies with applicable programs and permits. To the extent Contractor's work is subject to PG&E-specific environmental permits or programs, PG&E will provide Contractor with such permit or program requirements. Unless prohibited by law, Contractor shall hold PG&E harmless from any liability, fine or penalty incurred as a result of Contractor's failure to comply with applicable legal and regulatory requirements.

10.3 REPORTING: In accordance with Section 7912 of the California Public Utilities Code, Contractor agrees to report annually to PG&E the number of California residents employed by Contractor, calculated on a full-time or full-time equivalent basis, who are personally providing services to PG&E.

10.4 CHOICE OF LAWS: This Contract shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any controversy or claim arising out of or in any way relating to this Contract which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or if jurisdiction over the action cannot be obtained in a California State Court, in a Federal Court of competent jurisdiction situated in the State of California.

10.5 DISPUTE RESOLUTION

10.5.1 EXECUTIVE NEGOTIATIONS: The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiations between a vice president of PG&E or his or her designated representative and an executive of similar authority of Contractor. Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Within 20 days after delivery of such notice, the executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute.

10.5.2 MEDIATION: If the matter has not been resolved within 30 days of the first meeting of the executives, either Party may at any time thereafter request mediation by written notice to the other Party. The mediation shall be conducted

by a mutually-agreeable mediator with experience mediating complex commercial disputes. If the matter has not been resolved with 60 days after the request for mediation, then either Party may initiate litigation.

10.5.3 Except as otherwise expressly provided in this Contract, each Party shall continue to perform its obligations under this Contract pending final resolution of any dispute arising out of or relating to this Contract.

10.5.4 CONFIDENTIALITY OF DISPUTE RESOLUTION PROCESS: All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

10.5.5 PRELIMINARY INJUNCTION: Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

10.6 HAZARDOUS MATERIALS: The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." PG&E uses chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-PG&E-owned facilities and locations. Accordingly, in performing the Work or services contemplated under this Contract, Contractor, its employee, agents, and Subcontractors may be exposed to chemicals on the Governor's list. Contractor is responsible for notifying its employees, agents, and Subcontractors that Work performed hereunder may result in exposures to chemicals on the Governor's list.

10.7 NON-WAIVER: The waiver by either Party of any breach of any term, covenant or condition contained in this Contract, or any default in the performance of any obligations under this Contract, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

10.8 CAPTIONS AND HEADINGS: Section, paragraph, and other headings contained in this Contract are for reference purposes only and are in no way intended to describe, interpret, define, amplify, or limit the scope, extent or intent of this Contract or any provision.

10.9 ENFORCEABILITY: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction or arbitrator/mediator, PG&E and Contractor shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.

10.10 INTEGRATION: This Contract constitutes the entire agreement and understanding between the Parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between Contractor and PG&E, whether oral or written, and has been induced by no representations, statements or agreements other than those expressed herein. Neither Contractor nor PG&E shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.

10.11 SURVIVAL: The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

EXHIBIT 1

PG&E'S SUPPLIER DIVERSITY POLICY

CONTRACTOR AND SUBCONTRACTORS OF ALL TIERS MUST COMPLY WITH PG&E'S SUPPLIER DIVERSITY POLICY IN THE AWARD OF ALL SUBCONTRACTS. This policy requires that Small, Women, Minority, and Disabled Veteran Business Enterprises (WMDVBEs), and Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBEs) shall have the maximum practicable opportunity to participate in the performance of Work.

1. Contractor shall provide a copy of this Exhibit 1 to each prospective Subcontractor.
2. Women and Minority-owned Business Enterprises (WMBEs) must be verified pursuant to the procedures prescribed in Section 2 of CPUC General Order 156. Disabled Veteran-owned Business Enterprises (DVBEs) must be verified pursuant to the procedures prescribed by the Department of General Services. LGBTBEs must be verified pursuant to the procedures prescribed by The National Gay & Lesbian Chamber of Commerce®.
3. Contractor shall provide a separate, signed prime supplier plan (Exhibit 1A – List of Subcontractors and Disbursement Plan) consisting of a specific list of Subcontractors that will participate in the performance of the Work. Contractor shall also provide a statement setting forth (i) the Contractor's goals for WMDVBE and LGBTBE Subcontracting of all tiers and (ii) a description of the additional good faith efforts the Contractor and Subcontractors will employ to increase the participation of WMDVBE and LGBTBEs in the performance of the Work.
4. No later than the 10th of each month, Contractor shall submit its Subcontracting spend with WMDVBE- and LGBTBE-owned suppliers using PG&E's electronic reporting system located at the following address: https://cvmas10.cvmsolutions.com/pge/default.asp
   a. To establish a User ID, Contractor shall submit a request via email to the following e-mail address: PVB1@pge.com.
5. In addition, for Contracts exceeding $500,000 (or $1 million for construction contracts), the Contractor must comply with the Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, as described in Exhibit 2. The Prime Supplier Plan for these Contracts must include provisions for implementing the terms of this Exhibit 1.
   a. Small Business and Small Disadvantaged Business Prime Supplier Plans are not required for small business contractors, personal service contracts, contracts that will be performed entirely outside of the United States and its territories, or modifications to existing contracts which do not contain Subcontracting potential.
   b. For all PG&E contracts, the Contractor shall act in accordance with the Prime Supplier Plan in the performance of the Work and in the award of all Subcontracts.
6. The **Supplier Diversity Subcontracting Goal** for this Contract (including any Contract Work Authorizations) is **2 %.** Contractor shall report its supplier diversity goal as Contractor's spend with verified WMDVBE and LGBTBE Subcontractors on PG&E Work under this Contract.

Contractor will collect information on Supplier diversity from existing and new contractors.

Pacific Gas and Electric Company

List of Subcontractors and Disbursement Record

EXHIBIT 1-A

Prime Contractor/Supplier:	**Name of Preparer:**
PG&E Contract Number (if any):	**Telephone: ( )**
PG&E Project/Product:	**E-Mail:**
Contract Duration (Year): From: To:	**Total Bid Value . Same as (9) below:**

Name of Subcontractor (1)	WMDVBE /LGBTBE Status Code* (2)	V** (3)	NV*** (4)	Address (5)	Description of Work (6)	Estimated Amount to be Paid to Subcontractors (7)

(8)	Estimated Total Amount to be Paid to All Verified WMDVBE and LGBTBE Subcontractor(s):	
(9)	Total Bid Value:	
(10)	Estimated Percentage to be Paid to All Verified WMDVBE and LGBTBE Subcontractor(s) (8÷9):	

* Refer to Instructions/Codes/Definitions on page 2.
** V = Subcontractor is a verified WMDVBE or LGBTBE
*** NV = Subcontractor is not a verified WMDVBE or LGBTBE

Certification Agencies:

WMBE: **CPUC Clearinghouse :**
DVBE: **Department of General Services**
LGBT: **National Gay and Lesbian Chamber of Commerce (NGLCC)**

Signature: Kimly Nam / Date 1-13-16

I hereby verify that the listed information is true and accurate to the best of my knowledge.

The successful bidder(s) will be expected to register and report all monthly subcontracting spending with verified WMDVBE and LGBTBE subcontractors for the duration of the contract at: https://cvmas10.cvmsolutions.com/pge/default.asp

STEP-BY-STEP INSTRUCTIONS

Complete column numbers 1-10 and return this form with your bid proposal. .

(1) Include the complete name of the subcontractor.
(2) Indicate the Subcontractor's minority code (see definitions and codes below).
(3) Place a "V" in the box if the Subcontractor is a ***verified*** W MBE, DVBE, or LGBT supplier by the applicable certification agency (see above).
(4) Place a "NV" in the box if the Subcontractor is ***not verified by the applicable certification agency (see above)***.
(5) Include the address, city, state and zip of the Subcontractor.
(6) Describe the work that the Subcontractor will be performing.
(7) Indicated the estimated amount to be paid to each Subcontractor for the duration of the contract.
(8) Indicate the estimated total amount to be paid to all ***verified*** Subcontractors for the duration of the contract.
(9) Indicate the proposed bid value.
(10) Indicate the percentage of the bid value to be paid to all verified Subcontractors. Divide the estimated dollars to be paid to all ***verified*** WMDVBE and LGBT Subcontractors by the total bid value.

DEFINITIONS AND CODES

WBE Women Business Enterprise: A business enterprise that is at least 51 percent owned by a woman or women, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more of those individuals

MBE Minority Business Enterprise: A business enterprise that is at least 51 percent owned by a minority group or groups, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minority-group individuals, and whose management and daily business operations are controlled by one or more of those individuals.

DVBE The same meaning as defined in subdivision (g) of the Military and Veterans Code and must meet the "Control" criteria. An enterprise which is 51 percent owned by a California Service Disabled , or the stock is 51 percent owned, by one or more disabled veterans, and whose management and daily operations are controlled by one or more of those individuals

LGBT A business enterprise that is at least 51 percent owned by a Lesbian, Gay, Bisexual, Transgender Enterprise (LGBTE), or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more LGBTBE and whose management and daily business operations are controlled by one or more of those individuals.

Minority Codes:

001	African American Male	002	African American Female	003	Asian Pacific American Male	004	Asian Pacific Female
005	Native American Male	006	Native American Female	007	Hispanic American Male	008	Hispanic American Female
009	Caucasian Male	010	Caucasian Female	011	Multi-Status/Other Male	012	Multi-Status/Other Female
013	Small Business Enterprise	014	Service Disabled Business Enterprise	015	Do Not Use	016	Handicapped
017	Gay, Lesbian, Bisexual Transgender – Male			018	Gay, Lesbian, Bisexual Transgender - Female		

African Americans	Persons having origin in any black racial group of Africa
Asian Pacific Americans	Persons having origins in Asia or the Indian Subcontinent, including, but not limited to, persons from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, India, Pakistan, and Bangladesh.
Native American	Persons having origin in any of the original peoples of North America or the Hawaiian Islands, in particular, American Indians, Eskimos, Aleuts, and Native Hawaiians
Hispanic Americans	Persons of Mexican, Puerto Rican, Cuban, South or Central American, Caribbean, or other Spanish culture or origin
Caucasian	Includes all people of European and North African descent.
Multi-Status	An enterprise that is wholly owned and controlled by a combination of minorities or women but whose majority ownership (at least 51%) is not vested with any one of these individuals.
Other Groups	Groups whose members are found to be socially and economically disadvantaged by the Small Business Administration pursuant to Section 8 (d) of the Small Business Act as amended (15 U.S.C. 637 (d), or by the Secretary of Commerce pursuant to Section 5 of Executive Order 11625.
Small Business Enterprise	A business defined pursuant to Section 3 of the Small Business Act (SBA) and relevant regulations pursuant thereto. If unsure, please contact your local Small Business Administration office for clarification.

EXHIBIT 2

POLICY REGARDING UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

The following policy of the United States shall be adhered to in the performance of this Contract:

a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal Agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

b) Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of Contractor's compliance with this clause.

c) As used in this Contract, the term "small business concern" shall mean a small business as defined in Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirement of 13 CFR Part 124. Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act. Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

d) Contractor acting in good faith may rely on written representations by its subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.[1]

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[1] Notwithstanding this provision of the federal statute, all WMDVBE subcontractors must be verified pursuant to the procedures prescribed in Section 2 of CPUC General Order 156, as such procedures may be amended periodically.

EXHIBIT 3

INJURY AND ILLNESS PREVENTION PROGRAM

Compliance Certificate

The undersigned is an authorized representative of C/CAG (Contractor) and hereby certifies to PG&E as follows:

1. Contractor has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code, and any Subcontractor hired by Contractor to perform any portion of the Work under this Contract has an effective Injury and Illness Prevention Program; and

2. The undersigned is the person with the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate.

By: Sandy Wong
Name: Sandy Wong
Title: Exec Director
Date Signed: 1-13-2016

Contractor's employees are County Employees and take part in the County of San Mateo's, Risk Management and Safety Program, which can be found at: hr.smcgov.org/risk-management-safety

EXHIBIT 4

PG&E DRUG AND ALCOHOL ABUSE AND TESTING POLICIES

I. PG&E POLICY

1.0 Preface: PG&E is committed to maintain and promote job safety and health for all workers at its facilities. In addition, PG&E is determined to protect its employees, customers, and the general public while they are on PG&E property from any harm caused by illegal drug and alcohol use by non-PG&E personnel. To accomplish these objectives, PG&E has established the following drug and alcohol policy for access to PG&E facilities by its Contractor and Subcontractor personnel.

2.0 Coverage: This policy applies to the personnel of all PG&E Contractors and Subcontractors performing any work or services at PG&E offices and/or any other PG&E facilities.

3.0 Policy: PG&E may deny access to, or remove from, its facilities the personnel of any Contractor or Subcontractor, who PG&E has reasonable grounds to believe has:

3.1 Engaged in alcohol abuse or illegal drug activity which in any way impairs PG&E's ability to maintain safe work facilities, to protect the health and well-being of PG&E employees, customers, and the general public, and to promote the public's confidence in PG&E's service and operations; or

3.2 Been found guilty, pled guilty, or pled nolo contendere to a charge of sale or distribution of any illegal drug or controlled substance as defined under Federal or California law within the past five years, unless the criminal record was later expunged or sealed by a court order.

4.0 PROHIBITED ACTIVITIES: The following activities are prohibited at all facilities owned or leased by PG&E:

4.1 Possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances as defined under Federal or California law;

4.2 Possessing, furnishing, selling, offering, or using alcoholic beverage, or being under the influence of alcohol.

5.0 ACTIONS: Where reasonable cause exists that paragraph 4 of this policy has been violated, the Contractor or Subcontractor must inform the PG&E representative responsible for the Contract. The Contractor or Subcontractor is also expected to take any or all of the following actions to the fullest extent they are permitted under governing collective bargaining agreements and/or its applicable security and human resources policies.

5.1 Search the individual, his or her vehicle, locker, storage area, and personal effects;

5.2 Require the individual to undergo a medical examination to determine their fitness for duty. Such examination shall include obtaining a urine and/or blood specimen for drug or alcohol analysis unless the examining physician deems such tests to be inappropriate;

5.3 Take any other appropriate action to determine if there has been a violation of paragraph 4. Refusal to comply with a request made under this paragraph shall be grounds for denying access to, or immediate removal from, any PG&E facility.

6.0 PERMISSION TO RE-ENTER: Any individual who has been denied access to, or removed from, PG&E facilities or violating this policy may obtain permission to enter or reenter provided the individual establishes, to the satisfaction of his or her employer and PG&E, that the previous activity which formed the basis for denying access or removal has been corrected and his or her future conduct will conform with this policy. PG&E retains the right of final approval for the entry or reentry of any individual previously denied access to or removed from PG&E facilities.

II. U.S. DEPARTMENT OF TRANSPORTATION REGULATIONS FOR DRUG AND ALCOHOL TESTING OF COMMERCIAL MOTOR VEHICLE DRIVERS AND OF NATURAL GAS PIPELINE WORKERS

1.0 Contractor agrees that, to the extent it may be applicable to this Contract, Contractor shall comply with the U.S. Department of Transportation's (DOT) regulations for (i) commercial motor vehicle drivers, 49 CFR 382, Controlled Substances and Alcohol Use and Testing and (ii) work on gas, hazardous liquid and carbon dioxide pipelines, and liquefied natural gas pipelines, 49 CFR Parts 192, 193 or 195, Control of Drug Use in Natural Gas, Liquefied Natural Gas and Hazardous Pipeline Operations. Contractor shall establish and maintain a drug and alcohol testing program for its employees consistent with 49 CFR Part 40, Procedures for Transportation Workplace Drug Testing Programs and 49 CFR 199, Drug and Alcohol Testing, as applicable. Contractor shall ensure that any Subcontractor hired by Contractor to perform any portion of the Work under this Contract that is regulated by 49 CFR 192, 193, 195 or 382 shall also have a drug and alcohol testing program that complies with applicable DOT requirements.

2.0 PG&E's duly authorized representatives, the CPUC, DOT and appropriate agencies shall have, during the term of the Contract and for two years thereafter, access at all reasonable times to Contractor's drug and alcohol testing program records for the purpose of monitoring compliance with DOT regulations. Contractor shall ensure that any Subcontractor hired by Contractor to perform any portion of the Work regulated by 49 CFR Part 192, 193, 195 or 382 under this Contract shall also provide access to its drug and alcohol testing program records to PG&E's authorized representatives, the CPUC, DOT and appropriate agencies for the purpose of monitoring compliance with DOT regulations. Failure to comply with this requirement may, at PG&E's option, result in cancellation or termination of existing contracts and the loss of opportunity to bid on future contracts.

EXHIBIT 5

PG&E CONTRACTOR DOCUMENT RETENTION AND PRODUCTION REQUIREMENTS

1. Contractor agrees to retain all documents and data, whether paper or electronic, created, collected or received for PG&E in the course of performing the Work or furnishing the materials under the Contract, including without limitation, documents, data, plans, drawings, diagrams, investigative notes, field notes, tests, photographs, records, calculations, summaries, and reports; provided that Contractor is not required to retain (i) draft versions of final written documents such as reports, presentations, or other written deliverables and (ii) documents that are inconsequential or ancillary to performance and documentation of the project or its deliverables as follows:

   [ ] a. the documents and data specified in Exhibit 5A to this Contract and/or in individual work authorizations (CWA) under this Contract; or

   [x] b. all documents and data, whether paper or electronic, created, collected or received for PG&E in the course of performing the Work or furnishing the materials under the Contract.

   If neither Section 1(a) or Section 1(b) is checked, Section 1(b) shall apply. If Section 1(a) is checked, but documents and data are not specified in Exhibit 5A, or in a subsequently issued CWA, Section 1(b) shall apply. Collectively, the information shall hereinafter be referred to as "PG&E Contractor Documents."

2. Contractor shall store PG&E Contractor Documents in a secure and organized manner. All PG&E Contractor Documents shall be in legible form, whether paper or electronic. In managing and administering PG&E Contractor Documents, Contractor will comply with the requirements of "The Generally Accepted Recordkeeping Principles®" (see www.arma.org), or with modified requirements approved in writing by PG&E.

3. Upon completion of the Work or furnishing of the materials under the Contract, or upon completion of the Work or furnishing of the materials under each CWA under the Contract ("Work Completion Date"), PG&E will specify which of PG&E Contractor Documents must be transmitted by Contractor to PG&E ("PG&E Records"), provided however, unless otherwise agreed by PG&E:

   a. Contractor shall transmit to PG&E, or provide PG&E access to, PG&E Records on request within forty eight (48) hours or sooner if needed (without limitation) for regulatory, CPUC, safety, audit and/or litigation requirements;

   b. PG&E may specify that PG&E Records be delivered to PG&E on a regular basis prior to the Work Completion Date;

   c. With respect to PG&E Contractor Documents not transmitted to PG&E as PG&E Records, Contractor shall retain all such documents for twenty four (24) months after the Work Completion Date ("Post-Termination Retention Period"). During the Post-Termination Retention Period, PG&E Contractor Documents shall be retained by Contractor at no additional cost to PG&E until disposed of in accordance with Section 6 below. To the extent PG&E requests Contractor to retain PG&E Contractor Documents after the Post-Termination Retention Period, the parties will mutually agree on the terms and conditions of such additional retention;

   d. If PG&E Records are kept in electronic form, the following formats are acceptable for transmission to PG&E: (i) PDF, CAD or TIFF for drawings and diagrams and (ii) PDF for all other documents. If PG&E Records transmitted to PG&E consist of data in a proprietary format, Contractor shall make available to PG&E the proprietary tools or software necessary to access the data including after the transfer of the data to PG&E. This Section 3.d. shall not abrogate Contractor's obligation to produce PG&E Records in an alternative format (e.g., a native format) if set forth elsewhere in the Contract, in which case Contractor shall produce PG&E Records in each of the formats requested.

4. PG&E Contractor Documents shall be treated as confidential and shall not be disclosed to others unless Contractor is required to produce such documents pursuant to legal or regulatory requirements, in which case Contractor shall give PG&E maximum practicable advance notice prior to any production.

5. Contractor shall maintain a system for back-up of electronic PG&E Contractor Documents (e.g., files or databases) so they will be preserved for retrieval in the event that the originals are lost or destroyed.

6. If PG&E directs Contractor to dispose of PG&E Contractor Documents, Contractor shall do so in a confidential and secure manner, whether the format is electronic or paper. Proof of destruction of PG&E Contractor Documents shall be submitted to PG&E upon request.

7. If PG&E provides paper documents to Contractor in order to convert them to digital electronic format, Contractor shall return both the paper documents and the documents converted to digital electronic format to PG&E.

8. Contractor is responsible for ensuring that its Subcontractors regardless of tier comply with the obligations of Contractor where set forth in this Exhibit 5.

9. The terms and conditions of this Exhibit 5, including Exhibit 5A if attached, shall survive the termination of this Contract.

EXHIBIT 5A

DOCUMENT AND DATA LIST

If Section 1(a) of Exhibit 5 is checked, Contractor agrees that in connection with this Contract or CWA, as applicable, the following PG&E Contractor Documents will be created, received and/or maintained by Contractor:

EXHIBIT 6

AUDIT RIGHTS

1. ACCURACY OF RECORDS.

   1.1 Contractor shall keep accurate records and books of accounts showing the items and costs billed under this Contract, as well as cost data supporting the Contract proposal and/or other representations, including detailed supporting cost data for assumptions and calculation of indirect cost rates specified in the Contract. Contractor shall also maintain nonfinancial documentation and records related to Work performed hereunder but not delivered to PG&E.

   1.2 Contractor's books and records must provide sufficient detail to verify the charges shall include, without limitation, the following:

   - Payroll records (hours, employee name, employee classification, multiplier breakdown, etc.) that account for total time worked under the Contract;
   - Canceled payroll checks or signed receipts for cash payroll;
   - Invoices (including all back-up details) for purchases, receiving and issuing documents, and all inventory records for Contractor's stock or capital items;
   - Paid invoices and canceled checks for purchased materials, Subcontractor, and third-party charges;
   - Records relating to air freight and ground transportation, including but not limited to handling, hauling, and disposing of materials/equipment; and
   - Accurate, auditable records of gifts and entertainment to individual PG&E personnel.

2. AVAILABILITY OF RECORDS. Contractor shall preserve and make available its records and books of accounts, both manual and those which are in machine readable form (collectively, "Records"), for a period of three years from the date of final payment under this Contract. If this Contract is terminated, Contractor's Records shall be preserved and made available for a period of three years from the date of termination or of any resulting final settlement, whichever is later. Records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by PG&E, shall be retained until such appeals, litigations, claims, or exceptions have been concluded.

3. AUDIT. Upon reasonable notice, PG&E or its representatives shall have the right to audit, without restrictions and at no additional cost to PG&E, at any time during normal business hours, the items and costs described in this Section, including without limitation, all fees and direct and indirect costs incurred by Contractor and billed to PG&E, to verify the rates and costs billed to PG&E hereunder are as represented by Contractor. PG&E may use recognized statistical sampling methods to determine an estimate of the total amount, if any, of PG&E overpayments or underpayments to Contractor.

4. OVERPAYMENTS. Contractor shall refund to PG&E any payments to Contractor which are not in accordance with Contract terms or are not supported by Contractor Records or other valid evidence.

5. ERRORS/IRREGULARITIES. If errors, irregularities, inaccuracies, mistakes or the like ("Errors") are discovered by audit or other means and PG&E relied upon such Errors in accepting the rates, the affected rates shall be adjusted accordingly, with such adjustment retroactive to the effective date of the Contract and any overpayments refunded to PG&E.

6. MISREPRESENTATION OF COST OR PRICING DATA. If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract, was increased by any significant amount because Contractor or a Subcontractor misrepresented cost or pricing data in negotiations, the price or cost shall be reduced accordingly. This provision also applies to any future change order or modification to this Contract which involves the submission of cost or pricing data. The knowing misrepresentation of cost or pricing data by Contractor shall be considered a material breach of this Contract.

7. TRANSACTION COSTS. If an audit determines that Contractor overcharged PG&E or if Contractor knowingly submits overcharges or misrepresents cost or pricing data in any amount, Contractor agrees to reimburse PG&E both the amount of the overcharges plus PG&E's associated transaction costs, including but not limited to costs associated with the discovery and determination of the overcharge amount, the discovery of misrepresented cost or pricing data, and the quantification of any resulting overcharges.

8. INTEREST ON OVERPAYMENTS. If PG&E makes an overpayment to Contractor as a result of Contractor over billings, Contractor shall be liable to PG&E for interest on the amount of such overpayment to be computed (1) for the period beginning on the date the overpayment was made to Contractor and ending on the date Contractor repays the amount of such overpayment to PG&E, and (2) at a rate equal to the prime rate charged by the Bank of America, NT&SA, San Francisco, California.

9. SUBCONTRACTS. Contractor shall include the requirements of this Exhibit in each Subcontract.

EXHIBIT A

ESCALATED COMPLAINTS / SAFETY INCIDENTS

The safety and well-being of employees (contractor/ PG&E), Customers and the general public are of paramount concern in the Program. Prompt and complete communication between PG&E's Contractor, and/or its subcontractors is a fundamental part of addressing this concern. This policy and requirements applies to Contractor and is applicable to any and all subcontractor(s) delivering such Program on its behalf.

Contractor/ Subcontractor's Actions & Responsibilities

The Contractor must adhere to all Contract Terms and Conditions related to Safety as identified in Section 2.6, Importance of Safety, and Exhibit 4, PG&E Drug and Alcohol Abuse and Testing Policies of these General Conditions, as well as adhere to the Safety and Performance Standard as defined in the PG&E *Safety & Performance Fundamentals Handbook* and subsequent updated. Contractor will be responsible to immediately notify PGE's program management verbally and in writing of any incident or alleged incident relating to any work or incident of any type that is violates these standards.

Contractor must comply with notification, reporting and corrective actions and timelines as outlined in Notification and Actions Process for any incident or alleged incident where the incident constitutes or may constitute:

- A complaint (verbal or otherwise) by a Customer, employee or member of the general public regarding the misconduct or an inappropriate act by any Contractor employee;
- A violation of PG&E's Contractor, Consultant and Supplier Code of Conduct, as available and periodically updated on PGE's website (http://www.pge.com/b2b/purchasing/) and any amendments thereto;
- Improper conduct by a Contractor's employee including conduct which reflects or may reflect poorly on the reputation of Contractor and PG&E.
- A serious accident, including but not limited to an accident involving emergency services such as police and fire personnel;
- Actual, suspected or alleged criminal activity;
- A situation which places the safety of any employee, Customer or the general public at risk (with or without injuries); or
- A situation which has the potential to expose the Contractor or PG&E to liability due to the negligence or other legally actionable conduct of a Contractor's employee.

The above list is provided only as a guide and if there is any doubt as to the applicability of this section, Contractor shall include such incident to comply with this policy/procedure.

A contractor's violation of this provision may subject the contractor to penalties or other actions including, but not limited to the loss current contracted work or termination of the contract at PG&E's sole discretion.

For clarity, this Exhibit is in addition to other provisions of the Contract and Program policies (as may be amended from time to time) relating to the conduct of contractor employees.

Contractor Actions & Responsibilities, as applicable:

Upon receipt of any safety violation covered above from any source, Contractor will:

1. Immediately review the issue and
2. Notify PG&E verbally of the violation
3. Determine if the safety violation is a continuing or potential threat to any PG&E Customer, employee or anyone in the general public. Examples:

a. If there is a threat, Contractor will immediately stop any work related to the actions involved or related to the safety violation.

b. If no such threat exists Contractor will quickly review the record, and begin preparing a root cause analysis.

c. If immediate corrective actions are apparent these methods will be implemented.

d. Contractor will then notify PG&E in writing of the details of the complaint

4. Conduct an investigation in all cases.

   a. In all cases, Contractor will try to discover the root cause of the incident.

   b. Review its safety database for previous related issue or violations

   c. Review and suggest corrective actions to be implemented with the PG&E Program Manager, who may engage PG&E's Safety department for assistance.

   d. Determine how long the employee has worked in the program and any other pertinent information.

5. Present a written report to PG&E

   a. Describe the incident

   b. Describe the results of Contractor' investigation

   c. Present recommendations to PG&E for consideration

6. Carry out whatever action is required as a result of these considerations.

EXHIBIT B

CONFIDENTIALITY AND DATA SECURITY

1. In addition to the requirements set out in Section 5.3, Confidentiality, of these General Conditions, Contractor shall comply with the following additional terms of this Exhibit B (Confidentiality and Data Security) regarding the handling of Confidential Information and PG&E Data from PG&E or its Customers.

2. NON-DISCLOSURE AGREEMENTS: Contractor shall have all of its employees, Subcontractors, and Subcontractor employees who will perform Work or services under this Contract sign a non-disclosure agreement in the form attached hereto as Exhibit 7 (Non-disclosure and Use of Information Agreement ["NDA"]). Prior to starting said Work or services, Contractor shall promptly furnish the original signed non-disclosure agreements to PG&E.

3. SECURITY MEASURES: Contractor shall take "Security Measures" with the handling of Confidential Information to ensure that the Confidential Information will not be compromised and shall be kept secure. Security Measures shall mean industry standards and techniques, physical and logical, including but not limited to:
    a. written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing,
    b. password protected workstations at Contractor's premises, any premises where Work or services are being performed and any premises of any person who has access to such Confidential Information,
    c. encryption of Confidential Information, and
    d. measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Confidential Information including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with the industry requirements of ISO 27001.

4. COMPLIANCE AND MONITORING: Contractor shall comply with security policies relating to the handling of Confidential Information.
    a. Prior to PG&E's first transfer of Confidential Information to Contractor, Contractor shall provide PG&E with documentation satisfactory to PG&E that it has undertaken Security Measures.
    b. Contractor and PG&E agree to meet periodically, if requested by PG&E, to evaluate Contractor's Security Measures and to discuss, in good faith, means by which the Parties can enhance such protection, if necessary.
    c. Contractor shall update its Security Measures, including procedures, practices, policies and controls so as to keep current with industry standards, including but not limited to NIST and NERC/CIP, as applicable.
    d. PG&E reserves the right to perform onsite security assessments to verify the implementation and ongoing operation and maintenance of security controls. At least annually, Contractor shall assist PG&E in obtaining a copy of any report that documents Contractor's Security Measures.
    e. In the event, PG&E determines Contractor has not complied with Security Measures, PG&E shall provide written notice to Contractor describing the deficiencies. Contractor shall then have sixty (60) calendar days to cure. If Contractor has not cured the deficiencies within sixty (60) calendar days, PG&E may cancel this Contract for cause in accordance with Section 8.2 of these General Conditions.

5. PG&E DATA: PG&E Data shall mean:
    a. all data or information provided by or on behalf of PG&E, including, but not limited to, personally identifiable information relating to, of, or concerning, or provided by or on behalf of any Customers,
    b. all data or information input, transferred, uploaded, migrated, or otherwise sent by or on behalf of PG&E to Contractor as PG&E may approve of in advance and in writing (in each instance),
    c. account numbers, forecasts, and other similar information disclosed to or otherwise made available to Contractor by or on behalf of PG&E and Customers, and
    d. all data provided by PG&E's licensors, including any and all survey responses, feedback, and reports, as well as information entered by PG&E, Contractor or Subcontractor, and Participating Customers through the Program.
6. SECURITY OF PG&E DATA: Contractor agrees that Contractor's collection, management and use of PG&E Data during the Term shall comply with these security requirements and all applicable laws, regulations, directives, and ordinances.
    a. Vendor Security Review: Before receiving any PG&E Data, Contractor shall undergo PG&E's Vendor Security Review process. Contractor may receive PG&E Data if Contractor receives a risk rating of 3, 2 or 1 from PG&E at the conclusion of the PG&E Vendor Security Review process. If Contractor receives a risk rating of 4 or 5 from PG&E, Contractor may not receive PG&E Data until such time Contractor receives a risk rating of 3, 2 or 1.
7. USE OF PG&E DATA:
    a. License: PG&E may provide PG&E Data to Contractor to perform its obligations hereunder. Subject to the terms of the Contract, PG&E grants Contractor a personal, non-exclusive, non-assignable, non-transferable limited license to use the PG&E Data solely for the limited purpose of performing the Work or services during the Term, but not otherwise.
    b. Limited Use of PG&E Data: Contractor agrees that PG&E Data will not be (a) used by Contractor for any purpose other than that of performing Contractor's obligations under this Contract, (b) disclosed, sold, assigned, leased or otherwise disposed of or made available to third parties by Contractor, (c) commercially exploited by or on behalf of Contractor, nor (d) provided or made available to any other party without written authorization, subject to these General Conditions and Exhibit B, Confidentiality and Data Security, and Exhibit C, Non-Disclosure and Use of Information Agreement.
    c. Application Development: Contractor agrees that it will not engage in any application development without or until it has demonstrated compliance with the provisions of these General Conditions and Exhibit B and Exhibit C.
8. SECURITY BREACH: Contractor shall immediately notify PG&E in writing of any unauthorized access or disclosure of Confidential Information and/or PG&E Data.
    a. Contractor shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of Confidential Information and/or PG&E Data to prevent recurrence and to return to PG&E any copies.
    b. Contractor shall provide PG&E (i) a brief summary of the issue, facts and status of Contractor's investigation; (ii) the potential number of individuals affected by the security breach; (iii) the Confidential Information and/or PG&E Data that may be implicated by the security breach; and (iv) any other information pertinent to PG&E's understanding of the security breach and the exposure or potential exposure of Confidential Information and/or PG&E Data.
    c. Contractor shall investigate such breach or potential breach, and shall inform PG&E, in writing, of the results of such investigation, and assist PG&E (at Contractor's sole cost and expense) in maintaining the confidentiality of such Confidential Information and/or PG&E Data. Contractor agrees to provide, at Contractor's sole cost and expense, appropriate data

security monitoring services for all potentially affected persons for one (1) year following the breach or potential breach, subject to PG&E's prior approval.

d. If requested in advance and in writing by PG&E, Contractor will notify the potentially affected persons regarding such breach or potential breach within a reasonable time period determined by PG&E and in a form as specifically approved in writing by PG&E. In addition, in no event shall Contractor issue or permit to be issues any public statements regarding the security breach involving Confidential Information and/or PG&E Data unless PG&E requests Contractor to do so in writing.

9. RIGHT TO SEEK INJUNCTION: Contractor agrees that any breach of this Exhibit B (Confidentiality and Data Security) would constitute irreparable harm and significant injury to PG&E. Accordingly, and in addition to PG&E's right to seek damages and any other available remedies at law or in equity in accordance with this Contract, Contractor agrees that PG&E will have the right to obtain, from any competent civil court, immediate temporary or preliminary injunctive relief enjoining any breach or threatened breach of this Contract, involving the alleged unauthorized access, disclosure or use of any Confidential Information and/or PG&E Data. Contractor hereby waives any and all objections to the right of such court to grant such relief, including, but not limited to, objections of improper jurisdiction or forum non convenience.

10. CPUC and IOU DISCLOSURE: Notwithstanding anything to the contrary contained herein, but without limiting the general applicability of the foregoing, Contractor understands, agrees and acknowledges as follows.

    a. PG&E hereby reserves the right in its sole and absolute discretion to disclose any and all terms of this Contract and all exhibits, attachments, and any other documents related thereto to the California Public Utilities Commission (CPUC), and that the CPUC may reproduce, copy, in whole or in part or otherwise disclose the Contract to the public.

    b. PG&E may be required, or may deem it to be in the best interest of the Program, to disclose to other IOUs certain Program information (excluding any pricing information).

11. SUBPOENAS: In the event that a court or other governmental authority of competent jurisdiction, including the CPUC, issues an order, subpoena or other lawful process requiring the disclosure by Contractor of the Confidential Information and/or PG&E Data provided by PG&E, Contractor shall notify PG&E immediately upon receipt thereof to facilitate PG&E's efforts to prevent such disclosure, or otherwise preserve the proprietary or confidential nature of the Confidential Information and/or PG&E Data. If PG&E is unsuccessful at preventing the disclosure or otherwise preserving the proprietary or confidential nature of the Confidential Information and/or PG&E Data, or has notified Contractor in writing that it will take no action to prevent disclosure or otherwise preserve the proprietary or confidential nature of such Confidential Information and/or PG&E Data, then Contractor shall not be in violation of this Agreement if it complies with an order of such court or governmental authority to disclose such Confidential Information and/or PG&E Data.

EXHIBIT C

NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT ("NDA")

THIS AGREEMENT is by and between _____ ("Company"), _____, ("Undersigned") authorized employee of Company (together, Company and Undersigned are referred to as the "Recipient"), and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") on the date set forth below. Undersigned and Company agree as follows:

1. The Recipient acknowledges that in the course of performing services or work for PG&E, the Recipient will be given access to certain Confidential Information, which includes (a) the Customer's account information and information relating to their facilities, equipment, processes, products, specifications, designs, records, data, software programs, Customer identities, marketing plans or manufacturing processes or products, (b) any technical, commercial, financial, or Customer information of PG&E obtained by Contractor in connection with this Contract, either during the Term or prior to the Term but in contemplation that Contractor might be providing the Work or services, including, but not limited to a Customer's energy usage and billing data, data, matters and practices concerning technology, ratemaking, personnel, business, marketing or manufacturing processes or products, which may be information owned by PG&E or by a third party and which may be in the custody of PG&E or third party and which constitutes valuable confidential and proprietary information and or trade secrets belonging to PG&E, and/or third parties, (c) any such confidential information of any third party disclosing such confidential information to PG&E or Contractor in the course of such third party's employment, engagement, business, or other relationship with PG&E or its parent, subsidiary, or affiliated companies and (d) PG&E Data as defined in Exhibit B, Confidentiality and Data Security (collectively, "Confidential Information").

2. In consideration of being made privy to such Confidential Information, and of the contracting for the Recipient's professional services by PG&E, the Recipient hereby shall hold the same in strict confidence, and not disclose it, or otherwise make it available, to any person or third party (including but not limited to any affiliate of PG&E that produces energy or energy-related products or services) without the prior written consent of PG&E. The Recipient agrees that all such Confidential Information:
   a. Shall be used only for the purpose of providing Work or services for PG&E; and
   b. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically authorized and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
   c. Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by Undersigned there from, be returned to PG&E when no longer needed for the performance of Undersigned's Work or services for PG&E.

3. The Recipient hereby agrees that any third parties owning any Confidential Information are express third party beneficiaries of this Agreement.

4. The Recipient hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement by the Recipient or any of its representatives and (b) any breach causes PG&E irreparable harm, that for any violation or threatened violation of any provision of this Agreement, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

5. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles.

UNDERSIGNED		CONTRACTOR	
By:	Kim A. Springer	Company Name:	CCAG
Name:	Kim A. Springer	Authorized Agent:	Mary Ann Nihart
Title:	Resource Conservation Prg. Mgr	Name:	Mary Ann Nihart
Company	County of San Mateo	Title:	Chair
Date:	10/12/16	Date:	1/14/16

EXHIBIT D

CUSTOMER SATISFACTION

Contractors and/ or its Subcontractors (thereinafter "Contractor") Actions & Responsibilities:

Contractor shall perform their obligations under the Contract in order to ensure that all PG&E Customers have a positive experience, including but not limited to whose participate in the Program.

1. Contractor shall locate, recruit, train and oversee the personnel and resources required and provide them with materials, training, processes and procedures to assure consistent, high quality and well documented implementation of the Program.
2. Contractor agrees to maintain sufficient staffing levels to cause all Work to be performed within the time frames specified in the Contract and applicable Statement of Work. Contractor shall assign experienced personnel qualified at the appropriate level of expertise required to perform the Work so assigned. Contractor guarantees the performance of Performing Entities (Suppliers, Sub-Suppliers, Contractors, Subcontractor, Consultants, etc.) performing any part of Contractor's obligations hereunder, and any breach of this Contract by Contractor's personnel constitutes a breach by Contractor. All personnel shall be subject to the direction, supervision, and control of Contractor. Contractor agrees that Contractor is solely responsible for any acts or omissions of Performing Entities while performing Work.
3. Contractor shall respect the rights of the general public, and PG&E Customers, at all times. Contractor shall at all times to be courteous to all PG&E Customers affected by the Work performed under this Contract as well as all members of the general public. The Contractor shall ensure that the its conduct of the employees is of a professional manner, and shall not allow its employees to smoke, play radios, use profanity, use abusive language, or display gestures which could be interpreted by the PG&E Customer or the general public as offensive or obscene.
4. Conflicts between the general public and PG&E Customers and the Contractor will not be tolerated. If, in the opinion of the PG&E Program Manager, the Contractor or its employees is unsatisfactory or unfit, Contractor's Representative shall remove immediately said employee from performing any Work under this Contract. It is understood that this provision in no way requires the Contractor to terminate the employment of any employee replaced under the terms of this section. Nor, by the terms of this section, does PG&E expressly or impliedly endorse or approve the termination of employment with the Contractor of any employee replaced under the terms of this section.
5. Due to the ongoing relationship between PG&E and its Customer, Contractor shall perform all Work in a timely, conscientious and businesslike fashion with a minimum of delays and disputes. Contractor shall resolve any disputes with Customers in accordance with the provisions of Section 6.0 of the Specific Conditions. TIME IS OF THE ESSENCE UNDER THIS CONTRACT.
6. Cleaning Up: With respect to its operation, Contractor shall maintain all worksites and related structures, equipment, and facilities in a clean, orderly condition during progress of the Work and clean up debris to the reasonable satisfaction of PGE& and Customer. Any unused or leftover materials, garbage and debris shall be promptly removed from Customer's site by Contractor and disposed of at Contractor's expense.
7. Contractor shall abide by all local, state, and federal laws and regulations, including but not limited to Permit and EVA.
8. Contractor shall ensure that an adult (18 years or older), must be present at all times during which the Contractor is on the Customer's premises or in a Customer's Home where a minor is present. The absence of an adult at a Customer's Home shall constitute a Customer "CGI (Cannot Get In)". In such a case, Contractor shall not begin Work. Instead, Contractor shall leave Customer's Home immediately. If an adult is initially present at a Customer's premises but leaves after Contractor has begun Work, Contractor shall cease Work immediately and vacate the premises.

EXHIBIT E
BACKGROUND CHECK

Contractor's Actions and Responsibilities:

1. Contractor shall represent and warrant all employees that may perform any work on the property of a PG&E customer, has undergone the Contractor's background investigation check and is listed in the BACKGROUND INVESTIGATION POLICY Compliance Certificate. Contractor shall submit a BACKGROUND INVESTIGATION POLICY Compliance Certificate for each employee who performs any work on the property of a PG&E customer.

    a. Contractor represents and warrants that it has a security background check policy which includes, at a minimum, a search using federal, state and municipal databases (e.g., Global Watch Search, National Federal Crime Search, National Crime Database, etc.) to determine if an individual has been convicted of a felony or misdemeanor for any of the following crimes: arson, assault, battery, burglary, driving under the influence, domestic violence, larceny, manslaughter, murder, theft (including but not limited to identity theft), sexual crimes, felony drug conviction, and any crimes against children (the "Background Check").

    b. Contractor represents and warrants that each Contractor employee that will perform any work on the property of a PG&E customer has successfully passed the Background Check and has not been convicted of any of the felonies or misdemeanors listed in the Background Check within the past seven (7) years OR has been working for the preceding twelve (12) consecutive months in a PG&E Energy Efficiency Program without incident.

    c. Contractor shall ensure that said Contractor employees shall be in compliance with the Background Check throughout the Contractor's participation during the Term of the PG&E Program and shall submit a BACKGROUND INVESTIGATION POLICY Compliance Certificate, located in the Contractor Handbook/Manual, at the start of each calendar year.

    d. Notwithstanding anything to the contrary herein, if an individual has been convicted for driving under the influence or a similar offense ("DUI Conviction") during the past three (3) years, the individual may be eligible to perform work on the property of a PG&E customer provided the individual has no more than one (1) DUI Conviction within the last three (3) years.

    e. Contractor further represents and warrants that it will not assign or permit any individual to perform work on the property of a PG&E customer that has not undergone and passed Contractor's security background check.

    f. If requested by PG&E or the implementer of the Program, any personnel to be assigned by Contractor to perform work on customer property will, prior to commencing such work, execute the necessary consents and releases to allow a third party agency acting on its own behalf to, without liability to Contractor's personnel, collect and check the criminal background and qualifications of such personnel as permitted by applicable law.

    g. Warrant that Contractor's leadership (Owner, CEO, President, etc.) have no prior conviction of crimes identified in Section 1.a above as well as any lawsuits or liens filed against the Contractor or its leadership within the previous seven years.

2. If Contractor uses any subcontractors to perform services under the Program, then the Contractor shall require subcontractors to enter into a subcontract by which they agree to comply with all obligations and requirements imposed on Contractor under this Contract, including but not limited to those with respect to safety, confidentiality, insurance, and indemnification. Contractor agrees that Contractor is solely responsible for any acts or omissions of its subcontractors and any breach of this Contract by Contractor's subcontractors constitutes breach by Contractor. Contractor agrees to notify PG&E of subcontractors that will be performing services under the Program.

    a. Drug and Alcohol Policy. Contractor employee and its subcontractors that perform any work on the property of a PG&E customer is and shall be drug and alcohol-free while performing any work on PG&E customer property.

    b. Social Security Number Trace. Contractor has verified the identity and work authority of its employees who will perform work under the PG&E Program and all employees are in compliance with the U.S. immigration laws.

    c. Contractor will provide the following information on their Technicians who will be participating in the program: Name, years of experience, and credentials held.

COMPLIANCE CERTIFICATE

Background Investigation Policy

Compliance Certificate

The undersigned, the Executive Director (title/position) of C/CAG (Contractor) hereby certifies to PG&E and Implementer as follows:

1. Contractor has an effective background investigation policy which checks an employee's criminal history as specified in the Contractor Participation Contract.
2. I am the person with the authority and responsibility for implementing and administering the background investigation check on each employee.
3. Each Contractor employee that may perform any work on the property of a PG&E customer has undergone Contractor's background investigation check.
4. The results of the background investigation check indicates that the following employees have not been convicted of any misdemeanors or felonies in the past 7 years as defined in Section1.a of Exhibit E, Background Check:

Kim Springer
Jacqueline Falconio
Andrea Papadjohn
Adrian Almaguer Megan Waters

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate on

_____.

Signature [signature]

Printed Name Sandy Wong.

Date 1-13-2016

C/CAG uses the County of San Mateo Background check process in compliance with PG&E's Security and Background Check requirements.