

Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. [insert CWA no. here] Issued under and pursuant to the Blanket Agreement or Master Service Agreement No. [Insert MSA no here] dated 01/01/2019 (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 City/County Association of
Legal Name: 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.

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 12/31/2019. 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 12/31/2019.

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: \$ **\$318,808**

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

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR:	
Signature		Signature	
Name		Name	Maryann Moise Derwin
Title		Title	
Date		Date	

Contract Work Authorization
 CWA No. xxxxxxxxxxxx

ADMINISTRATION			
PG&E Negotiator		Contractor Represent	Kim Springer
Phone		Phone	650.599.1412
Email		Email	kspringer@smcgov.org
Accounting Reference			
PG&E Work Supervisor:	Kerynn Gianotti	Phone:	415-973-4476
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:	Kerynn Gianotti 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. Itemization of CPUC Budget Allocation
- ATTACHMENT 3. Key Performance Indicators (KPI) Reporting Data
- ATTACHMENT 4. Program Management Plan Guidance

1. INTRODUCTION

1.1 San Mateo County Energy Watch Energy, Local Government Partnership (Contractor) program, offers comprehensive energy efficiency services to municipal customers. These services may include energy efficiency audits, education, training and the development of long-term energy 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. The statement of work (SOW) requirements for Contractor’s programs are as follows:

2. PROGRAM REQUIREMENTS

2.1 Program Begin and End Dates.

2.1.1 Contractor shall begin Program activities on January 1, 2019 and Program activities shall end on December 31, 2019.

2.1.2 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, 2020. If this SOW is terminated prior the Program Activities End Date, the final invoice and Final Report must be submitted to PG&E forty (40) days after the termination date.

3. TASK 1 – DEVELOP PROGRAM MANAGEMENT PLAN

3.1 Contractor shall develop a Program Management Plan (PMP) for Program activities in the Customer geographic areas served by the Contractor on Attachment 1. The PMP shall include the Program’s overview, activities, tasks to be performed, itemized costs and budget totals as more fully described on Attachment 4, The Program Management Plan Requirements.

3.2 The Contractor’s PMP must be reviewed and approved by PG&E’s PM no later than 15 days prior to launching any Program activities.

3.3.1 Task 1 - Schedule of Deliverable

Deliverable	Draft Due Date	Final Due Date
Program Management Plan	15 calendar days following contract execution	Two weeks after receipt of PG&E PM comments

4. TASK 2 – PG&E AND CONTRACTOR PROGRAM ADMINISTRATION

- 4.1 Attend Program Meetings. Contractor shall attend Program meetings with the PG&E's PM and other PG&E staff, as requested, to discuss Program logistics, marketing coordination, evaluation, invoicing requirements, scope of work, and any contractual issues.
- 4.2 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.
- 4.3 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. Contractor shall conduct additional discussions and training on an as-needed basis.

5. TASK 3 - SOLICIT CUSTOMER PARTICIPATION IN THE PROGRAM

The following activities may take place as a part of the Program to enroll Customers in PG&E energy efficiency programs.

- 5.1 Contractor shall evaluate potential Customers to ensure energy efficiency opportunities are identified and the Customer has the eligibility and intent to meet the requirements to achieve long-term energy savings.
- 5.2 Contractor shall determine which Program services best serve the Customer and align with the Program goals. Contractor shall keep PG&E assigned representative(s) and Regional Direct Install Implementer engaged and informed the status of Program activities. These shall include, but are not limited to:
 - 5.2.1 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.
 - 5.2.2 Energy Assessments. A simple energy assessment to identifying potential cost-effective energy savings opportunities. 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.
 - 5.2.3 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.

6. TASK 4 - REFER CUSTOMERS TO DIRECT INSTALL IMPLEMENTERS

Refer Customers. Contractor shall refer qualified Customers to authorized direct install implementers through PG&E’s Energy Insight software tool, if available.

7. TASK 5 - PROGRAM BUDGET AND REPORTING

7.1 Program Budget, CPUC Budget Allocations

7.1.1 Program Budget. The total of PG&E payments for all Work approved under the CWA authorizing this SOW shall be the Program budget. The Program budget is the maximum amount of funding allocated each year during the term of this Contract (Budget). Unspent funds from a prior year’s Budget will not rollover into the current or future year Budgets. PG&E will work with Contractor to review and set the Budget annually. The annual Budget will be based on several factors including, but not limited to, prior year Program performance and its Budget spend, the Program scope of work requirements for the following year, and other relevant issues that affect the Program implementation. The Budget will be updated annually and memorialized in the Contractor’s PMP. If Contractor depletes the Budget funding prior to the Term, Contractor must shut down the Program. The total Budget amounts are:

Time and Material Program Budget

Description	Order Number	\$\$ Amount
Administration	8124601	14,553
Marketing	8124603	24,255
Implementation	8124602	120,000
SER	8124604	160,000
Total		318,809

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 2. Contractor 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, Contractor will work with PG&E PM on the format and content of the Monthly Progress Report but may include the following:
- Program performance
 - Progression on Programs/Projects
 - Budget Analysis
- 8.2 Monthly Program Accruals. Contractor will provide PG&E with a monthly forecast of expenditures and Accruals. These accrual's determine the estimated monthly expenditure Contractor seeks to spend during the Program. PG&E relies upon Contractor's representations about these accrual's in managing and justifying this SOW. The Contractor and PG&E PM will revisit the accruals monthly to ensure that any changes in program delivery are reflected. Material changes in the accruals may lead to terminating this SOW.
- 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 2.
- 8.4 Project Pipeline Report. Contractor shall provide monthly Project Pipeline Reports if applicable.
- 8.5 Monthly Key Performance Indicators (KPI) Reporting. 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 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	15th calendar day of the month
Monthly Accrual Report	15th calendar day of the month
Pipeline Report	20th calendar day of the month
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 Budget Adjustments/Measure Disallowance/Termination.
- 9.2.1 PG&E may: (a) reduce or increase the Budget and its associated savings, (b) shift program funds, or (c) cancel or terminate this SOW.
- 9.2.2 PG&E can modify any Program requirements that include, but are not limited to, pursuant to CPUC directives, and Program portfolio reviews. Contractor shall make these modifications upon notice from PG&E accordingly.
- 9.2.3 If PG&E reduces funding, terminates this SOW, or the Program is discontinued, Contractor shall provide a 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, 2019 The Ramp-

Down Plan must take into consideration that all Projects should be complete and paid by December 30, 2019.

- 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 Contractor to ramp down the Program. Contractor shall develop the Notification to be approved by the PG&E PM. The Notification will provide Program shut down information.
- 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, 2019, or as requested by PG&E PM
Shut-Down Notification	No later than December 15, 2019, or as requested by PG&E PM

11. NOTICES

- 11.1 Contractor designates Sandy Wong, 555 County Center – 5th Floor, (650) 599-1409, slwong@smcgov.org as Contractor's Contract Representative for all matters relating to this CWA.
- 11.2 PG&E designates PM Contact, 245 Market Street, Mail Code N6G, 415.973.4476, kxgv@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 Customers and geographic areas (within the Service Territory).

Contractor understands there are other Contractors, including PG&E, local governments, other affiliates and similar third-party Contractors that may include the same Customers, and/or geographic areas.

To prevent Customer confusion, ensure satisfaction, and avoid duplication and overlap of services among the Programs and offerings of other Contractors, Contractor shall abide by the assignment of Customers, and geographic area provided herein. PG&E reserves the right in its sole discretion to amend these assignments during the Term of this agreement. No deviation from these assignments is permitted without the prior written consent by the PG&E Program Manager (PM).

Eligible Customers:

Contractor may serve the following Customers:

- Municipal customers, including but not limited to cities, counties, special districts, wastewater treatment facilities (NAICS 22132x), Small and Microbusinesses, and K-12 public schools.
- 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 the following counties within PG&E's service territory: San Mateo County.

Excluded Customers -

Contractor shall not serve the following Customers unless authorized by PG&E PM: All non-municipal customers including, but not limited to Higher Education, State of California, Federal, Small and non-Microbusiness Commercial, Residential and Industrial/Agricultural unless approved in writing by PG&E PM.

Attachment 2

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.



EP CWA
Attachment 7 - L

Attachment 3

Key Performance Indicators (KPI) Reporting Data



KPI Implementer
Data Entry_1020201!

Attachment 4

Program Management Plan Requirements

The Contractor's Program Management Plan shall address the following:

1. **Introduction:** Summarize objectives and the major components of the Program
 - a. Program Overview
 - b. Staff
 - i. Team Org Chart - departments, subcontractors, and reporting structure
 - ii. Key staff names, titles, and responsibilities
 - c. Coordination Efforts: Contractor's plan to coordinate with other PG&E programs
2. **Program Activities, Deliverables and Itemized Cost Budget:** Provide Program implementation activities and their respective itemized costs and budgets, such as:

Name of Program

Task 1 – Lead Generation Activities

Estimated labor costs \$ _____ Estimated material costs \$ _____ Total budget \$ _____

Task 1 Deliverables:

- Working with the Public Sector to promote and develop EE projects
 - Coordination with other programs
 - Contact all cities/counties and introduce new focus
 - Provide X number of assessments
 - Outreach activities (list)

Task 2 – Education and Training

Estimated labor costs \$ _____ Estimated material costs \$ _____ Total budget \$ _____

Task 2 Deliverables:

- Determine training needs for Public Sector
- Classes
 - What classes and schedule
- Organize advertising campaign to promote classes.

Task 3 – Best Practices Development

Estimated labor costs \$ _____ Estimated material costs \$ _____ Total budget \$ _____

Task 3 Deliverables:

- Prepare selected case stories, blog posts, articles, and/or video clips in conjunction with annual awards to illustrate and share energy, climate and sustainability best practice activities of Beacon communities.

Task 4 – Develop policy for revolving energy efficiency fund for city/county facilities

Estimated labor costs \$ _____ Estimated material costs \$ _____ Total budget \$ _____

Task 4 Deliverables:

- Successfully launch one revolving energy efficiency fund in a city/muni
 - Find key stakeholders and decision-makers
 - Contact other municipalities for best practices

Task 5 – Program Administration

Estimated labor costs \$_____ Estimated material costs \$_____ Total budget \$_____

Task 5 Deliverables:

- Monthly invoices, reports, and billing projections
 - Set up meeting with Program Manager and PG&E customer field representatives as appropriate.
 - Provide the following reports on date(s) due
 - Monthly report – 15th of every month

3. Program Budget Totals: Provide a summarized list of the Program Budget Categories as related to the Program activities, such as:

Program Activity Budget Totals

Task	Budget
Task 1- Direct Install Activities	\$
Task 2- Adopt Reach Codes	\$
Task 3- Best Practices Development	\$
Task 4- Revolving Energy Efficiency Fund	\$
Task 5- Program Administrative	\$
Total	\$