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 Ann Nihart
Name	Dina Arellanes	**Name**	Mary Ann Nihart
Title	Portfolio Manager, Sourcing	**Title**	Chair
Date	1/20/2016	**Date**	1/14/16

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

01-5873 (Rev 06/14)
Sourcing

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: [signature] / 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 Springer	Company Name:	C/CAG
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:	1/12/16	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 persónnel 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.

Contract Change Order

This is Change Order ("CO") No. 1 to Contract No. 4400010204 dated 01/01/2016 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 shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Contractor's Legal Name:	City/County Association of Government (CCAG)	**This Contract Change Order consists of 6 pages and all Attachments and Exhibits indicated herein.**
Contractor's Address:	555 County Center, 5th Floor Redwood City, CA 94063	
Project Name:	Local Government Partnership	
Job Location:	Various PG&E Territories	

CHANGES: The Parties hereby modify the Contract referenced above as follows:

This Change Order No. 1 does the following:

Revises the Warranty, NERC and Background Checks language in the General Conditions of the original MSA as fully described in Attachment 1 "Revisions to the General Conditions."

This Change Order represents full and final consideration for the changes described herein, including but not limited to all adjustments to price, schedule, guaranteed dates, and performance criteria.

ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.

Attachment: Attachment 1 "Revisions to the General Conditions"..

PRICING CHANGES:	Previous Total Contract Value:	$Total Value of All Authorized CWAs
	Addition or Deduction:	$Total Value of All Authorized CWAs
	Revised Total Contract Value:	$Total Value of All Authorized CWAs

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

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

PACIFIC GAS AND ELECTRIC COMPANY		**CONTRACTOR: City/County Association of Government (CCAG)**	
Signature		**Signature**	
Name	Richard Cordova	**Name**	Alicia C. Aguirre
Title	Manager, Sourcing Portfolio	**Title**	Chair
Date	6/13/16	**Date**	

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			

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

Change Order 1 MSA No. 4400010204

Attachment 1

Revisions to the General Conditions

This Change Order No. 1 to MSA No. 4400010204 revises the General Conditions of the original MSA as follows:

Adds the following to Section 2.8 – WARRANTY

2.8.3 CORRECTIVE ACTION PLAN: Except as otherwise provided in this Contract, Consultant shall meet or achieve each milestone for the Work by the applicable milestone date. If PG&E reasonably believes that Consultant is not making substantial progress, or if Consultant fails to achieve a milestone by the applicable milestone date, and such failure is not attributable to reasons entitling Consultant to a Contract Change Order, then Consultant shall provide for PG&E's approval a corrective action plan that will demonstrate achievement of the milestone at the earliest possible date to minimize delay of the Work schedule. Such corrective action plan shall include, without limitation, reasonable evidence of increases in Consultant's work force, increases in the number of shifts, overtime operations, additional days of Work per week, and such other evidence (including milestone schedule analysis) as necessary for the timely completion of the Work. Upon receipt of PG&E's written concurrence, Consultant shall diligently comply with such corrective action plan; provided, however, that PG&E's concurrence shall not affect any of PG&E's rights or Consultant's obligations under this Contract.

Adds the following definition to Section 9.10 "WORK ON PG&E OR PG&E CUSTOMER PROPERTY"

9.10 WORK ON PG&E OR PG&E CUSTOMER PROPERTY: The following provisions shall apply to the extent that the Work under the Contract requires any Consultant or Subcontractor personnel (collectively, "Personnel") to have access to PG&E assets, premises, customer property, or logical access to PG&E data or systems (collectively, "Access").

Replaces in its entirety, Section 9.10.1 "CRIMINAL BACKGROUND CHECK" of the original MSA General Conditions with the following:

9.10.1 CRIMINAL BACKGROUND CHECKS:

(i) Contractor warrants and represents that it will not assign any Personnel to work requiring Access unless Contractor has performed a criminal background check on each such individual (either at the time of hiring or during the course of employment). Prior to assigning work requiring Access to any Personnel with one or more criminal convictions during the last seven years, Contractor must consider the gravity of the individual's offense, the time since the conviction, the successful completion of parole/probation, the individual's age at the time of conviction, the number of convictions, and the stability of the individual, including favorable work history. Contractor shall also consider the relation of the offense to the nature of the work the individual will perform.

(ii) Notwithstanding the foregoing, in no event shall Contractor grant Access to an individual with one or more convictions for a Serious Offense(s), which is defined as violent and sex offenses, crimes against children, domestic violence, fraud, theft (including but not limited

to identity theft), embezzlement, all felonies during the last seven years, and/or two or more DUI's in the past three years.

(iii) Contractor shall maintain documentation related to its criminal background check investigation for all Personnel requiring Access and make it available to PG&E for audit if requested pursuant to the audit provisions of this Contract.

(iv) Contractor also agrees to notify PG&E if any of its Personnel requiring Access are charged with or convicted of a Serious Offense during the course of a PG&E assignment.

Replaces in its entirety, Section 9.11 "NERC REQUIREMENTS" of the original MSA General Conditions with the following:

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. To the extent applicable to the Work, Contractor shall comply with the requirements of Exhibit 7, NERC Requirements, attached hereto and incorporated herein

Removes Exhibit E "Background Check" of the Original MSA;

Adds Exhibit 7 "NERC REQUIREMENTS"; and

Exhibit 7A "PG&E NERC CIP Non-Employee Attestation Form" attached hereto.

There are no other changes to this MSA.

Exhibit 7

NERC REQUIREMENTS

Pursuant to a directive from the North American Electric Reliability Corporation (NERC), all employees and contractors with unescorted access to facilities, systems and functions that PG&E deems critical to the support of the Bulk Electric System ("Critical Facilities and/or Critical Systems") shall undergo employment background screening and training prior to being granted access to these PG&E facilities and/or systems. Contractor hereby agrees to perform background checks ("Personnel Risk Assessments" or "PRA's") on all Contractor and Subcontractor personnel ("Individuals") with unescorted access. PG&E has included in the category of those with unescorted access all Individuals working within PG&E Critical Facilities and/or Critical Systems. Contractor shall perform the following background check and comply with the following provisions for any Work subject to the NERC requirements for unescorted access. The background check can have no findings for any of the criteria (i.e., an acceptable background check):

Contractor shall perform a background screening for each Individual that includes each of the following criteria: (i) Social Security Number verification; (ii) City, County, State and Federal Criminal Check for felonies and misdemeanors over the past seven years (in up to three counties where the Individual has lived in the past seven years); (iii) "Global Watch" (check of 19 Federal and International Terrorist Watch lists); (iv) validation of current residence and confirmation of continuous residence at this site for a minimum of the most recent 6 months (confirmed by period of residence, employment, or education at a specific site) and validation of other locations where, during the seven years immediately prior to the date of the criminal check specified in (ii) above, the Individual has resided for six consecutive months or more.

1. After performing an acceptable background check for each Individual with unescorted access, the Contractor shall provide PG&E's Human Resources Department with a Personnel Risk Assessment Attestation Form in the form attached hereto as Exhibit 8A for each Individual on assignment to PG&E prior to the Individual being granted unescorted access. PG&E may request that Contractor provide a copy of complete Personnel Risk Assessment ("PRA") results at the time the Personnel Risk Attestation Form is submitted.
2. Contractor shall require that each Individual with unescorted access complete an initial training and annual PG&E web-based training session on safety, information security, compliance with PG&E codes and procedures including but not limited to CORP-0804 Cyber and Physical Security Awareness training. Contractor shall direct that each Individual complete the PG&E training program by CD or by hard copy format, if Contractor informs PG&E that web based training is not feasible.
3. After Contractor certifies to PG&E completion of the requirements set forth in paragraphs 1-3 above, PG&E will issue each Individual a keycard to access the designated PG&E facility to which they are assigned and/or logical access to the designated Critical System to which they are assigned. PG&E will deny access to Critical Facilities and/or Critical Systems to any Individual for whom Contractor has not certified completion of the requirements set forth in paragraphs 1-3 above.
4. Every seven years, Contractor shall perform NERC background screening as described herein for each Individual on continuing assignment to work at PG&E Critical Facilities and/or Critical Systems.
5. Contractor shall retain documentation supporting the Personnel Risk Assessment Attestation Form for each Individual assigned to PG&E Critical Facilities and/or Critical Systems for a minimum of seven years.
6. PG&E will audit Contractor's background screening methodology and substantiate the accuracy of Personnel Risk Assessment Attestation Forms for each Individual. Contractor shall respond to any auditing requests and activities, including but not limited to data requests, within one business day. PG&E and/or WECC will set the frequency of auditing the Contractor's PRA process and supporting records.
7. In addition to its other indemnity obligations hereunder, Contractor shall indemnify and hold harmless PG&E for any penalties assessed against PG&E (including but not limited to penalties assessed against PG&E by the Western Electricity Coordinating Council (WECC), NERC or the Federal Energy Regulatory Commission (FERC) for a violation of any NERC reliability standard) caused by Contractor's failure to perform its obligations under this Contract.

3/30/2016

Exhibit 7A

PG&E NERC CIP PROGRAM

NON-EMPLOYEE ATTESTATION FORM

COMPLETION OF PERSONNEL RISK ASSESSMENT (PRA) PROCESS

Please initial next to each line item below to verify that the following Non-Employee has received satisfactory results for each of the required background checks.

Non-Employee Name: _____

Vendor Name: _____

Requisition and/or PO #: _____

Date NERC Background Check Completed: _____

Background Investigation – Completed and Passed the Following (Includes International Components When Applicable) *Initial next to each:*

_____ Criminal Felony / Misdemeanor Search – Past 7 years, all names, all counties off the social trace (incl. past 7 years residency check)

_____ Federal Criminal Search – Past 7 years, all names off the social trace

_____ Prohibited Parties

_____ SSN Trace

_____ SSN Validation

_____ Statewide Criminal Search

By completing and signing this form, Vendor confirms that the background investigation has been executed and satisfactory results received according to PG&E NERC CIP Program specifications for the above stated Non-Employee. All supporting documents must be kept on file with Vendor for a minimum of 7 years following the end of the Vendor's last non-employee's assignment at PG&E. Random audits of supporting documents may be conducted by PG&E or its designee, consistent with its right under the PG&E/Vendor contract, to ensure compliance with the requirements designated in the certification and contract.

☐ **I certify that I am authorized to sign on behalf of the aforementioned Vendor.**

Vendor Representative Signature: _____

Vendor Representative Name: _____

Date Signed: _____

If you have any questions and need additional details regarding this process, please contact the Human Resources department at – nercaccess@pge.com

Contract Change Order

This is Change Order ("CO") No. 02 to Contract No. C839 (formerly 4400010204) dated January 20, 2016 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 shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Contractor's Legal Name:	City/County Association of Governments (C/CAG)	**This Contract Change Order consists of 16 page(s).**
Contractor's Address:	555 County Center, 5th Floor Redwood City, CA 94063	
Project Name:	Local Government Partnership	
Job Location:	PG&E Service Territory	

CHANGES: The Parties hereby modify the Contract referenced above as follows:

1. This change order shall extend the parties Master Service Agreement# C839 (formerly 4400010204) (MSA) until December 31, 2019. The Parties specifically agree that this Contract shall be deemed to have been in effect continuously and without interruption since the original effective date of January 20, 2016. Any Contract Work Authorizations (CWA) executed under this MSA prior to the MSA expiration date, December 31, 2019, shall continue to be governed by and incorporate by reference the MSA terms and conditions until the CWA is complete, expired, terminated, **or the latest date the CWA is extended to,** whichever occurs first.
2. This change order shall revise the General Conditions language of the original MSA as fully described in Attachment 2, Revision to the General Conditions.

ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.

Attachment 2: Revisions to the General Conditions, 14 Pages

PRICING CHANGES:	Previous Total Contract Value:	$Total Value of All Authorized CWAs
	Addition or Deduction:	$Total Value of All Authorized CWAs
	Revised Total Contract Value:	$Total Value of All Authorized CWAs

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

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

PACIFIC GAS AND ELECTRIC COMPANY		**CONTRACTOR: City/County Association of Governments**	
Signature	DocuSigned by: Adrienne Brown	**Signature**	
Name	Adrienne Brown 7315F902DECD412...	**Name**	Maryann Moise Derwin
Title	Portfolio Manager, Sourcing	**Title**	
Date	12/19/2018	**Date**	

Change Order No. 02
Contract No. C839 (formerly 4400010204)

ADMINISTRATION			
PG&E Negotiator	Paula Paschal	**Contractor Representative**	
Phone	415-973-9506	**Phone**	
Email:	Paula.Paschal@pge.com	**Email:**	
Accounting Reference			

INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com	
	Send ORIGINAL Invoice to:	PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760
	Send Invoice COPY to:	

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies	☐ ARIBA Contracts ("27" series): Buyer uploads an executed copy in Ariba.	☐ Contractor (Signed Original Copy)
	☐ Work Supervisor	☐ Manager
	☐ Invoice Approver	☐ Supervisor
	☐ V.P.	☐ Sourcing/ Purchasing
	☐ Director	☐ Law

PG&E has updated its Customer Energy Solutions (CES) General Conditions (GC's) and this change order shall add the following new provisions and modify provisions to the Parties existing CES GC's as follows:

I. PROVISIONS ADDED TO THE CES GENERAL TEMS AND CONDITIONS:

A. The following definitions shall be added to Section. 1.0 Definitions:

1. "**FERC**": The United States Federal Energy Regulatory Commission.

2. "**Malicious Code**": Collectively, any malicious or unauthorized code, scripts, routines or techniques (including without limitation any virus, spyware, ransomware or other malware) that is designed to erase data or programming, or infect, impair, modify, record, take control of, disrupt, damage, destroy, disable, shut down or permit or cause unauthorized access to or misuse of a computer system or any component thereof.

3. "**NERC**": North American Electric Reliability Corporation, which enforces reliability standards with all users, owners and operators of the bulk power system in the United States.

4. "**CPUC**": California Public Utilities Commission

B. The following shall be added as Section 2.10 Training Records and Section 2.11 Corrective Action Plan under Section 2.0 Performance of the Work:

2.10 TRAINING RECORDS: Contractor shall maintain records demonstrating that its personnel have completed training, as well as any associated assessments required by law, regulation, certifying organization, or PG&E, required to perform Work under this Contract. Contractor shall also maintain copies of certificates, licenses, and other materials demonstrating that its personnel are qualified to safely and correctly complete the Work. Training and qualification records must be provided to PG&E within 48 hours of request.

2.11 CORRECTIVE ACTION PLAN. Except as otherwise provided in this Contract, Contractor shall meet or achieve each milestone or deliverable for the Work by the applicable date. If PG&E reasonably believes that Contractor is not making substantial progress, or if Contractor fails to achieve a milestone or complete a deliverable by the applicable date, and such failure is not attributable to reasons entitling Contractor to a Contract Change Order, then Contractor shall provide for PG&E's approval a corrective action plan that will demonstrate achievement at the earliest possible date to minimize delay of the Work schedule. Such corrective action plan shall include, without limitation, reasonable evidence of increases in Contractor's work force, increases in the number of shifts, overtime operations, additional days of Work per week, and such other evidence (including schedule analysis) as necessary for the timely completion of the Work. Upon receipt of PG&E's written concurrence, Contractor shall diligently comply with such corrective action plan; provided, however, that PG&E's concurrence shall not affect any of PG&E's rights or Contractor's obligations under this Contract.

C. The following shall be added under Section 5.0 Confidentiality and Data Security:

5.4 SECURITY: Contractor hereby represents, warrants, and covenants to PG&E that the Work, including any hardware, software, firmware, equipment and other deliverables, does not and willnot

contain or make available any Malicious Code. Without limiting any of PG&E's rights and remedies with respect thereto (all of which are expressly reserved), if Contractor detects or is made aware of Malicious Code in the Work, Contractor shall notify PG&E immediately, remove such Malicious Code, remediate the effects of such Malicious Code, and restore any lost or corrupt data if applicable.

5.5 CYBER PROTECTION FOR PROGRAMMABLE DEVICES: The following requirements apply to any deliverables under this Contract containing software, firmware, microcode or other programmable features. These requirements apply on a continuing basis for the longer of five years and the expected service life of the deliverables as disclosed by Contractor in its product descriptions (the "**Service Life**").

5.5.1 MALICIOUS CODE: Contractor hereby represents, warrants, and covenants to PG&E that upon delivery to PG&E the deliverables will not contain or make available any Malicious Code. Without limiting any of PG&E's rights and remedies with respect thereto (all of which are expressly reserved), if Contractor detects or is made aware of Malicious Code in the deliverables during the Service Life, Contractor shall immediately notify PG&E. If the deliverables are not yet in use by PG&E, Contractor shall remove such Malicious Code, remediate its effects and certify to PG&E that the Malicious Code has been removed. If the deliverables are in use by PG&E, Contractor shall assist PG&E to remove the Malicious Code in accordance with the Section below titled "Security Updates and Support."

5.5.2 CYBERSECURITY SPECIFICATIONS: Contractor hereby represents, warrants, and covenants that the deliverables comply with the cybersecurity features and functions, if any, described in the associated specifications.

5.5.3 SECURITY VULNERABILITIES AND TESTS: Contractor acknowledges that the deliverables may be subject to security testing by PG&E or its security testing consultants before the deliverables are accepted by PG&E as well as subsequently, at any time during their Service Life. If the deliverables are integrated with products supplied by third parties, the third-party suppliers may also be involved in PG&E, such cooperation shall include the following: (i) providing source code and other program documentation (which PG&E shall use solely for testing purposes), and (ii) providing a representative with suitable technical expertise to participate in the tests. The conduct and results of the tests, including any security vulnerabilities that are identified in the course of the tests, shall be PG&E Confidential Information. Any security vulnerabilities that are identified in such tests shall be resolved in accordance with the following Section, concerning Security Updates and Support.

5.5.4 SECURITY UPDATES AND SUPPORT: Contractor shall maintain a technical support line with access to PG&E so that any security-related issues can be addressed promptly. Contractor shall notify PG&E without delay if Contractor detects or is made aware of any Malicious Code or security vulnerability in the deliverables during their Service Life. If Malicious Code or security vulnerability is identified during the Service Life, Contractor shall provide an update or revision to the deliverables to remove the Malicious Code and/or cure the vulnerability (a "**Security Patch**") as soon as possible and at no charge to PG&E. Contractor shall assist PG&E to implement the Security Patch if requested by PG&E and shall reimburse PG&E for the cost of implementing the Security Patch.

D. The following shall be added to Section 8.0 Force Majeure, Cancellation and Termination of the Contract.

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

8.6.1Before PG&E will release final payment, Contractor shall deliver to PG&E any and all reports, drawings, documents and deliverables prepared for PG&E before the effective date of cancellation or termination.

E. The following sections shall be added to Section 9.0 Requirements and Policies:

9.13 EXPORT CONTROLS. Contractor shall provide PG&E with information and assistance as may reasonably be required in connection with compliance with applicable import and export laws, including but not limited to, Manufacturer's Affidavits, Harmonized Tariff Schedules, Export Control Classification Numbers, and qualification information (e.g. origin) relevant to United States and foreign regulatory approvals for deliverables, products, and other materials furnished hereunder. Contractor shall make such information available to PG&E within five (5) business days following receipt of PG&E's written request.

II. GENERAL CONDITIONS PROVISIONS THAT WERE MODIFIED:

A. Sections 7.5 – 7.5.6 Additional Insurance Requirements under Section 7.0 Insurance shall be deleted in their entirety and replaced with:

7.5 CYBER SECURITY AND PRIVACY LIABILITY INSURANCE: Contractor shall obtain and maintain cyber risks insurance providing coverage for at least the following perils and losses: (a) unauthorized use of or access to a computer system containing or giving access to PG&E confidential information; (b) defense of any regulatory action involving a breach of privacy in connection with PG&E confidential information; (c) failure to protect PG&E confidential information from disclosure; and (d) costs of notifying affected individuals and providing credit monitoring for up to one year, whether or not required by applicable law.

7.5.1 The policy(s) shall have limits of liability of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. If any deductible is applicable, such deductible shall not exceed $250,000, unless such increased deductible or retention is approved in advance by PG&E in writing.

7.5.2 PG&E, its affiliates, subsidiaries and parent company, and PG&E's directors, officers, agents and employees shall be named as additional insureds under this policy. If the 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. The following section shall be added to Section 7.0 Insurance:

7.6 INSURANCE DOCUMENTATION REQUIREMENTS. Contractor shall have all insurance in place before beginning any Work. Upon request, Contractor shall furnish PG&E with certificates of insurance and endorsements of all required insurance.

7.6.1 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.

7.6.2 The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date.

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

7.6.4 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.

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

C. The following Sections 8.2 – 8.2.4 Cancellation For Cause under Section 8.0 Force Majeure, Cancellation and Termination of Contract shall be deleted in their entirety and replaced with:

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 Contractor to perform the Work in accordance with this Contract for any reason (except as specified in the section titled "Force Majeure") following notice and an opportunity to cure and Contractor has failed to do so; provided, however, that safety or security violations may result in immediate cancellation; (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; (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 PG&E has requested Contractor take action to accomplish the required progress and completion, and Contractor has failed to do so. PG&E will be the sole judge whether Contractor is substantially performing Work in accordance with this Contract.

8.2.2 If the Contract is cancelled for cause: (i) PG&E shall pay Contractor for services satisfactorily performed prior to the date of cancellation which are of benefit to PG&E, and (ii) Contractor shall be liable for additional costs to PG&E arising from cancellation. Contractor shall vacate PG&E's worksite but shall not remove material, plant, or equipment without the approval of PG&E. In addition to other remedies, PG&E may, at its option and without prejudice to its other rights, take over and complete all or part of the Work using Contractor's equipment and facilities at the PG&E worksite.

8.2.3 If a labor dispute or strike by Contractor's or its Subcontractors' employees threatens the progress or cost of Work, or PG&E's labor relations, or disrupts PG&E's operations, or results in a secondary boycott at PG&E's facilities, PG&E reserves the right to restrict 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 regardless of whether or not

Contractor or any Subcontractor is directly involved in a labor dispute.

D. Sections 9.1 – 9.1.4 PG&E's Supplier Diversity Policies under Section 9.0 Requirements and Policies shall be deleted in their entirety and replaced with:

9.1 PG&E's SUPPLY CHAIN RESPONSIBILITY. It is PG&E's policy that small and diverse businesses shall have the maximum practicable opportunity to participate in providing the goods and services purchased by PG&E. Small and diverse businesses include Small Business Enterprises ("SBEs"); Women, Minority, and Disabled Veteran Business Enterprises ("WMDVBEs"); and Lesbian, Gay, Bisexual, and Transgender Business Enterprises ("LGBTBEs").

9.1.1 Contractor agrees to comply, and to require all Subcontractors and sub-Subcontractors to comply, with PG&E's Supply Chain Responsibility Policy, in **Exhibit 2**, attached and incorporated herein. Contractor shall provide a copy of **Exhibit 2** to each prospectiveSubcontractor.

9.1.2 Contractor shall act in accordance with its completed Prime Supplier Subcontracting Plan, **Exhibit 1-A**, attached hereto and incorporated herein, in the performance of the Work and in the award of all Subcontracts.

9.1.3 In addition, if the Contract exceeds $500,000 ($1 million for construction contracts), Contractor shall comply with **Exhibit 2A**, Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns attached hereto and incorporated herein, and the Prime Supplier Subcontracting Plan for these Contracts must include provisions for implementing the requirements of **Exhibit 2A.**

9.1.4 Each Bidder's Proposal shall describe how Bidder will comply with the mandatory requirements of **Exhibit 2** if awarded the Work. The requirements of **Exhibit 2** and the successful Bidder's response, along with a completed, signed copy of **Exhibit 1-A**, will be incorporated into the Contract.

E. The following Sections: 9.2.1 Equal Employment Opportunity and Affirmative Action Regulations Policy, 9.2.2 Executive Order 13496 – Employee Rights Under the National Labor relations Act, Section 9.3 Contractor Safety Program, Section 9.4 Supplier Code of Conduct,Section 9.10 Work on PG&E or PG&E's Customer Property, 9.11 Nerc Requirements and Section 9.12 Documentation and Production Requirements under Section 9.2 Federal Policy shall be deleted in their entirety and replaced with:

9.2 FEDERAL REQUIREMENTS

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:

9.2.2 Executive Order 11246, 41 CFR Part 60-1.4: Equal Opportunity Clause.

9.2.3 Executive Order 11246, 41 CFR Part 60-1.8: Nonsegregated Facilities.

9.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part60-300.5.a: Equal Opportunity Clause. Contractor and its Subcontractor(s) shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

9.2.5 Section 503 of the Rehabilitation Act of 1973, 41 CFR Part 60-741.5.a: Equal Opportunity Clause. Contractor and its Subcontractor(s) shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires

affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

9.2.6 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. Notwithstanding the above, Contractor is the "controlling employer" as defined under CalOSHA and will remain responsible for all fines and liability arising from violation of the Contractor Safety Program Standard Contract Requirements and applicable law.

9.10 WORK ON PG&E OR PG&E CUSTOMER ASSETS OR PREMISES: The following provisions shall apply to the extent that the Work under the Contract requires any Contractor or Subcontractor personnel (collectively, "Personnel") to have access to PG&E assets, premises, customer property, or logical access to PG&E data or systems (collectively, "Access").

9.10.1 CRIMINAL BACKGROUND CHECKS. a) Contractor warrants and represents that it will not assign any Personnel to work requiring Access unless Contractor has performed a criminal background check on each such individual (either at the time of hiring or during the course of employment). Prior to assigning work requiring Access to any Personnel with one or more criminal convictions during the last seven years, Contractor must consider the gravity of the individual's offense, the time since the conviction, the successful completion of parole/probation, the individual's age at the time of conviction, the number of convictions, and the stability of the individual, including favorable work history. Contractor shall also consider the relation of the offense to the nature of the work to be performed.

b) Notwithstanding the foregoing, in no event shall Contractor grant Access to an individual with one or more convictions for a Serious Offense(s), which is defined as violent and sex offenses, crimes against children, domestic violence, fraud, theft (including but not limited to identity theft), embezzlement, all felonies during the last seven years, and/or two or more DUI's in the past three years.

c) Contractor shall maintain documentation related to its criminal background check investigation for all Personnel requiring Access and make it available to PG&E for audit if requested pursuant to the audit provisions of this Contract.

d) Contractor also agrees to notify PG&E if any of its Personnel requiring Access are charged with or convicted of a Serious Offense during the course of a PG&E assignment.

9.11 NERC REQUIREMENTS: Pursuant to a NERC directive, PG&E has implemented policies and procedures for the protection of facilities, systems, assets and information that are critical to the operation or support of the Bulk Electric System ("BES"). PG&E identifies these facilities, systems, assets and information in accordance with its internal utility procedures. If this Contract relates to BES Cyber Systems or Bulk Electric System Cyber System Information (as designated by PG&E), then Contractor shall comply with the requirements of Exhibit 7, NERC Requirements and Exhibit 7A, PG&E NERC CIP Program Non-Employee Attestation Form, each attached hereto and incorporated herein. Contractor

represents and warrants that it has consulted with PG&E to determine whether Exhibit 7 is applicable to the Work under this Contract.

III. The following Exhibits shall be deleted in their entirety and replaced as follows:

A. EXHIBIT 1 PG&E Supplier Diversity Policy – **replace with Exhibit 1 Prime Supplier Subcontracting Plan Instructions (March 2017).**

B. EXHIBIT 1A Prime Supplier Subcontracting Plan- **replace with Prime Supplier Subcontracting Plan (March 2017).**

C. EXHIBIT 2 PG&E's Supply Chain Responsibility Policy- **replace with Exhibit 2 PG&E's Supply Chain Responsibility Policy (August 2017)**.

D. EXHIBIT 2A Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business - **replace with Exhibit 2A Policy Regarding Utilization Small Business Concerns and Small Disadvantaged Business Concerns (September 2016).**

E. EXHIBIT 7 NERC Requirements - **replace with Exhibit 7 NERC Requirements (August 2017).**

F. EXHIBIT 7A PG&E NERC CIP Non-Employee Attestation Form - **replace with Exhibit 7A PG&E NERC CIP Program Non-Employee Attestation Form (August 2017).**

March 2017

EXHIBIT 1

PRIME SUPPLIER SUBCONTRACTING PLAN INSTRUCTIONS

Contractor shall provide a signed Prime Supplier Subcontracting Plan (Exhibit 1A) describing Contractor's planned utilization of Subcontractors and Suppliers. The first line on the form is completed as a sample. Line by Line instructions follow. Respond "N/A" for anything that is not applicable.

(1) Provide the complete name of the Subcontractor or Supplier. Do not abbreviate - please spell out any acronyms.

(2) Provide the California Contractor's License Number of each Subcontractor or Supplier (if applicable).

(2a) Provide the Expiration Date of the Subcontractor or Supplier's California Contractor's License.

(3) Indicate whether Subcontractor or Supplier is signatory to a labor union by responding "Yes" or "No."

(4) Provide CPUC Clearinghouse Verification Order Number (VON) of Subcontractor's or Supplier as listed in the CPUC Clearinghouse Database (if applicable). To locate the VON, diversity status, or to find potential subcontractors, access the following site:

- CPUC Clearinghouse Database: https://sch.thesupplierclearinghouse.com/frontend/searchcertifieddirectory.asp

(5) Provide Small Business number of Subcontractor or Supplier (if applicable). To determine status or to find potential subcontractors, access the following sites:

- California Department of General Services (DGS): http://www.dgs.ca.gov/pd/Programs/OSDS.aspx
- U.S. Small Business Administration (SBA): https://www.sba.gov/contracting/getting-started-contractor/qualifying-small-business

(6) Provide the Small Business Code of Subcontractor or Supplier (if applicable). See Small Business Code List in Exhibit 1A.

(7) Provide a description of the work to be performed or major materials to be supplied by the Subcontractor or Supplier.

(7a) Indicate whether the work to be performed by each Subcontractor or Supplier includes excavation by responding "Yes" or "No." Refer to Section 4216 of the California Government Code for the definition of "excavation."

(8) Indicate the Gold Shovel Status for each Subcontractor or Supplier by responding as appropriate:

- "N/A" for Subcontractor or Supplier who will not perform excavation work.
- "Active" for Subcontractor or Supplier with an active Gold Shovel Certification.
- "Inactive" for Subcontractor or Supplier that does not have current Gold Shovel Certification. Attach an explanation to Exhibit 1A indicating when Contractor anticipates Subcontractor or Supplier will obtain Gold Shovel Certification.

To determine status or to find potential subcontractors, access the following site: http://www.goldshovelstandard.com

(9) Indicate whether each Subcontractor or Supplier will be performing low, medium, or high risk work by responding "Low", "Med", or "High". Refer to PG&E's Contractor Safety Program Contract Requirements at http://www.pge.com/contractorsafety for risk definitions.

(10) Provide ISNetworld (ISN) Identification Number of each Subcontractor or Supplier performing medium to high risk work.

- Respond "N/A" for any Subcontractor or Supplier performing low risk work.
- Respond "None" if Subcontractor or Supplier has not completed ISN prequalification. Attach an explanation to Exhibit 1A explaining when Contractor anticipates Subcontractor or Supplier prequalification will be complete.

(10a) Indicate whether Subcontractor or Supplier performing medium to high risk work is Prequalified in ISN by responding "Yes" or "No." Respond "N/A" for each Subcontractor or Supplier performing low risk work.

- To determine prequalification status or to find potential subcontractors, access the following site:

  https://www.pge.com/en_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page

(11) Provide the estimated amount to be paid to each Subcontractor or Supplier.

(12) Provide the total estimated amount to be paid to all Subcontractors and Suppliers.

(13) Provide the total estimated amount to be paid to the Prime Contractor or Supplier for work to be self-performed.

(14) Provide the total bid value in U.S. Dollars for all work to be performed.

(15) Provide the total estimated amount to be paid to all CPUC Clearinghouse Subcontractors and Suppliers with a VON.

(16) Provide the total estimated amount to be paid to all Small Business Subcontractors and Suppliers.

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C/CAG - PG&E 2019 SMCEW Contract Packet

Pacific Gas and Electric Company

EXHIBIT 1A

Prime Supplier Subcontracting Plan

The information provided on this form may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

Prime Contractor/Supplier:	**Name of Preparer:**
Employer Identification # (EIN):	**Telephone:** ( ) -
PG&E Contract Number (if any):	**E-Mail:**
PG&E Project/Product:	**Is Prime Contractor/Supplier CPUC Clearinghouse Certified?** Yes No **VON:**
Contract Duration (Year): From: To:	**Is Prime Contractor/Supplier a Registered Small Business?** Yes No **Small Business #:**

(1) Name of Subcontractor or Supplier	(2) / (2a) Contractor's License # / Expiration Date		(3) Union Signatory?	(4) CPUC VON[1]	(5) Small Business #[1]	(6) Small Business Code	(7) / (7a) Description of Work to be Performed or Major Materials to be Supplied / Excavation Required?		(8) Gold Shovel Status	(9) Risk Level	(10) / (10a) ISN ID# / Prequalified?		(11) Estimated Amount to be Paid
Small Diverse Subcontractor, Inc.	123456	12/31/17	Yes	99999999	1234567	SBE-DGS	Demolition	Yes	Active	High	400-111111	Yes	$Example
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N/A

Small Business Code List

SBE-DGS A small business certified by the California Department of General Services (DGS)
SBE-SBA A small business certified by the U.S. Small Business Administration (SBA)
SBE-OTH A small business certified by another agency that issues a Small Business number

(12) Total All Subcontractors and Suppliers	$
(13) Total Self-Performed by Prime Contractor / Supplier:	$
(14) Total Bid Value:	$
(15) Total CPUC Clearinghouse Certified:	$
(16) Total Small Business Certified:	$

Signature: [signature] **Date:** 12-19-18

I hereby certify that the information listed is true to the best of my knowledge

[1] Subcontractors and Suppliers may have both a CPUC Clearinghouse and a Small Business Certification. Please list both numbers. If a company has more than one Small Business Certification, list the numbers in the following order: (1) DGS, (2) SBA, and (3) any other small business registry where a number is issued.

August 2017

EXHIBIT 2

PG&E'S SUPPLY CHAIN RESPONSIBILITY POLICY

PG&E is committed to supply chain responsibility, including supplier diversity, sustainability, and ethical supply chain practices.

- PG&E's Supplier Diversity Program, launched in 1981, aims to provide diverse suppliers with economic opportunities to supply products and services to PG&E.
- The Supplier Sustainability Program, launched in 2007, encourages supplier responsibility, excellence and innovation.
- Promoting an ethical supply chain means that ethical supplier performance, including a supplier's efforts in each of the following areas, is an important consideration in supplier selection: health and safety, labor issues, human rights, ethical business conduct, and conflicts of interest.

SUPPLIER AND ITS SUBCONTRACTORS OF ALL TIERS MUST COMPLY WITH PG&E'S SUPPLY CHAIN RESPONSIBILITY POLICY IN THE AWARD OF ALL SUBCONTRACTS. This Policy requires that small and diverse businesses shall have the maximum practicable opportunity to participate in the performance of work, including Small Business Enterprises ("**SBEs**"); Women, Minority, and Disabled Veteran Business Enterprises ("**WMDVBEs**"); and Lesbian, Gay, Bisexual, and Transgender Business Enterprises ("**LGBTBEs**")

In order to be considered for this Contract, the Supplier must comply with the following requirements:

1. Supplier shall provide a copy of this Exhibit 2 to each prospective Subcontractor.
2. Supplier shall provide a separate signed Prime Supplier Subcontracting Plan (Exhibit 1A). Supplier shall also describe its Supply Chain Responsibility efforts and planned outreach to small, diverse businesses.
3. Qualifying Subcontractors must be certified as follows:
   a. Small Business Enterprises must be registered as a small business with a state or federal agency (e.g. California Department of General Services or Small Business Administration);
   b. Women-, minority-, and lesbian, gay, bisexual and transgender-owned businesses must be certified by the California Public Utilities Commission's Supplier Clearinghouse; and
   c. Service disabled veteran-owned businesses must be certified by the California Department of General Services.
4. No later than the 10th of each month, Supplier shall submit its Subcontracting spend with small and diverse Subcontractors using PG&E's electronic reporting system located at the following address: https://cvmas10.cvmsolutions.com/pge/default.asp. To establish a User ID for use in the reporting system, Supplier shall submit a request via email to the following e-mail address: PVB1@pge.com.
5. For contracts exceeding $500,000 (or $1 million for construction), Suppliers must comply with the Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, as described in Exhibit 2A. The Prime Supplier Subcontracting Plan for these contracts must include provisions for implementing the terms of this Exhibit 2.

EXHIBIT 2A

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]

[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.

August 2017

Exhibit 7

NERC REQUIREMENTS

I. Applicability to Bulk Electric System Cyber Systems and Information

Pursuant to a directive from the North American Electric Reliability Corporation ("**NERC**"), PG&E has implemented policies and procedures for the protection of facilities, systems, assets and information that are critical to the operation or support of the Bulk Electric System ("**BES**"). PG&E identifies these facilities, systems, assets and information in accordance with its internal utility procedures.

If this Contract relates to BES Cyber Systems or BCSI (as designated by PG&E), then Contractor must comply with the additional requirements described in this Exhibit 7. Contractor represents and warrants that it has consulted with PG&E to determine whether Exhibit 7 is applicable.

II. Definitions

The following terms are defined for use in this Exhibit:

"**Access**" means:

1) Unescorted access by any person to facilities, systems and functions that PG&E deems critical to the support of the Bulk Electric System ("**Critical Facilities and/or Critical Systems**"), including persons working within PG&E Critical Facilitiesand/or Critical Systems; and

2) Physical or electronic access by any person to BCSI, or administrative control over BCSI or systems containing BCSI. For the avoidance of doubt, disclosing BCSI to a person by any means constitutes Access to such information by that person.

"**BCSI**" means Bulk Electric System Cyber System Information in any form (whether printed or electronic) including data, files, and file attributes. BCSI is information about a BES Cyber System that could be used to gain unauthorized access or pose a security threat to the BES Cyber System, as determined by PG&E. BCSI is typically classified by PG&E as "NERC CIP Confidential – BCSI" or "Restricted – BCSI," but not all BCSI data will be designated as such inall formats.

"**BES**" means Bulk Electric System.

"PRA" means Personal Risk Assessment.

"**NERC"** means North American Electric Reliability Corporation.

"WECC" means Western Electricity Coordinating Council.

III. NERC CIP Security Obligations

A. Contractor shall comply with all cyber security policies, plans and procedures relating to the BES Cyber Systems and/or BCSI as directed by PG&E. As directed by PG&E, Contractor shall provide documentation and evidence demonstrating such compliance. This may include the conduct of periodic tests and audits as specified by PG&E from time to time. Contractor acknowledges that Contractor's failure to comply and demonstrate compliance may subject Contractor and/or PG&E to fines and other sanctions.

B. Before being granted Access, Contractor must satisfactorily complete PG&E's VendorSecurity Review process. If Work is to be performed at Contractor locations, those locations must be approved by PG&E following completion of the Vendor Security Review Process. PG&E's approval does not limit its rights to conduct periodic audits and reviews as provided in the Contract.

C. Contractor shall ensure that (i) any BCSI that is obtained by Contractor is stored and Accessed only within the United States, (ii) BCSI is not copied, exported, transferred or otherwise transmitted outside the United States, and (iii) no third party (including without limitationany

individual, corporation, government or governmental agency), system or environment located outside the United States obtains Access to BCSI through Contractor. Without limiting any other term of this Contract, a third party, system, or environment will be deemed to have Access to BCSI if Contractor shares BCSI with such third party, system, or environment in any manner, or if such third party uses access tokens, cards, credentials, or other means of authentication furnished to Contractor by PG&E to obtain, view, download, or copy BCSI.

D. Contractor shall ensure that any personnel requiring Access successfully complete background checks ("**Personnel Risk Assessments**" or "**PRAs**") and PG&E-mandated security training before they obtain Access, in accordance with the following requirements:

1) Contractor shall perform a background screening for each individual that includes each of the following criteria: (i) Social Security Number verification; (ii) City, County, State and Federal Criminal Check for felonies and misdemeanors over the past seven years (in up to three counties where the individual has lived in the past seven years); (iii) "Global Watch" (check of 19 Federal and International Terrorist Watch lists);and (iv) validation of current residence and confirmation of continuous residence at this site for a minimum of the most recent 6 months (confirmed by period of residence, employment, or education at a specific site) and validation of other locations where, during the seven years immediately prior to the date of the criminal check specified in 4a(ii) above, the individual has resided for six consecutive months or more.

2) After performing an acceptable background check, the Contractor shall provide PG&E's Human Resources Department with a Personnel Risk Assessment Attestation Form in the form attached hereto as **Exhibit 7A** for the individual prior to the individual being granted Access. PG&E may request that Contractor provide a copy of the complete Personnel Risk Assessment results at the time the PRA Form is submitted.

3) Contractor shall require that each individual complete an initial training and annual PG&E web-based training session on safety, information security, compliance with PG&E codes and procedures, including but not limited to CORP-0804 Cyber and Physical Security Awareness training (or alternative training as designated by PG&E). Contractor shall direct that each individual complete the PG&E training program by CD or by hard copy format, if Contractor informs PG&E that web based training is not feasible.

4) After Contractor certifies to PG&E completion of the requirements set forth in paragraphs a. through c. above, PG&E will issue appropriate Access credentials. PG&E will deny Access to any individual for whom Contractor has not certified completion of the requirements set forth in paragraphs D(1) through (3) above.

5) Every seven years, Contractor shall perform background screening as described herein for each individual on continuing assignment who has Access.

6) Contractor shall retain documentation supporting the Personnel Risk Assessment Attestation Form for each individual with Access for a minimum of seven years.

7) PG&E may audit Contractor's background screening methodology and substantiate the accuracy of Personnel Risk Assessment Attestation Forms for each individual. Contractor shall respond to any auditing requests and activities, including but not limited to data requests, within one business day. PG&E and/or WECC will set the frequency of auditing the Contractor's PRA process and supporting records.

E. In addition to its other indemnity obligations hereunder, Contractor shall indemnify and hold harmless PG&E for any fines, penalties or other sanctions assessed against PG&E (including but not limited to fines, penalties or sanctions assessed against PG&E by the WECC, NERC, or the Federal Energy Regulatory Commission (FERC) for a violation of any NERC reliability standard) caused by Contractor's failure to perform its obligations under this Contract.

August 2017

EXHIBIT 7A

PG&E NERC CIP PROGRAM
NON-EMPLOYEE ATTESTATION FORM
COMPLETION OF PERSONNEL RISK ASSESSMENT (PRA) PROCESS

Please initial next to each line item below to verify that the following Non-Employee has received satisfactory results for each of the required background checks.

Non-Employee Name: Not applicable.

Contractor Name: _____

Requisition and/or PO Number: _____

Date NERC Background Check Completed: _____

Background Investigation – Completed and Passed the Following (Includes International Components When Applicable). *Initial next to each:*

_____ Criminal Felony / Misdemeanor Search: Past 7 years, all names, all counties off the social trace (include past 7 years residency check)

_____ Federal Criminal Search: Past 7 years, all names off the social trace

_____ Prohibited Parties

_____ SSN Trace

_____ SSN Validation

_____ Statewide Criminal Search

By completing and signing this form, Contractor confirms that the background investigation has been executed and satisfactory results received according to PG&E NERC CIP Program specifications for the above stated Non-Employee. All supporting documents must be kept on file with Contractor for a minimum of 7 years following the end of the Contractor's last non-employee's assignment at PG&E. Random audits of supporting documents may be conducted by PG&E or its designee, consistent with its right under the PG&E/Contractor contract, to ensure compliance with the requirements designated in the certification and contract.

□**I hereby certify that I am authorized to sign on behalf of the aforementioned Contractor:**

Contractor Representative Signature: [signature]

Contractor Representative Name (print): Sandy Wong

Date Signed: 12-19-18

If you have any questions and need additional details regarding this process, please contact the PG&E Human Resources Department at nercaccess@pge.com.

Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C12898 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400010204 dated 1/20/2016 (the "MSA") 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 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 ASSN OF GOVERNMENTS	**Total Number of Pages: 16**
Contractor's Address:	555 COUNTY CENTER 5TH FL REDWOOD CITY, CA 94063	

Project Name: SAN MATEO COUNTY ENERGY WATCH

Job Location: PG&E TERRITORIES

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.

San Mateo County Energy Watch Energy, a 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 program

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:
ATTACHMENT 1. Scope of Work
ATTACHMENT 2. Allowable Measures, Geographic Areas, and Program Customers
ATTACHMENT 3. Itemization of CPUC Budget Allocation
ATTACHMENT 4. Key Performance Indicators (KPI) Reporting Data
ATTACHMENT 5. Program Management Plan Guidance

CWA TERM: This CWA is effective upon signature by both parties and expires on **12/31/2019.** 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 **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: $ 318,809.00

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 ASSN OF GOVERNMENTS**	
Signature	DocuSigned by: Rita Manzana 713DC81A100B46B...	**Signature**	
Name	Rita Manzana	**Name**	MARYANN MOISE DERWIN
Title	Supervisor	**Title**	C/CAG BOARD CHAIR
Date	12/28/2018	**Date**	

Contract Work Authorization

ADMINISTRATION			
PG&E Negotiator	TRUDY JIMENEZ	**Contractor Represent**	Sandra Wong
Phone	415-973-2467	**Phone**	650-599-1409
Email	A3J1@PGE.COM	**Email**	slwong@smcgov.org.
Accounting Reference			
PG&E Work Supervisor:		**Phone:**	

INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com	
	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]

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	☐ ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	☐ Contractor (Signed Original Copy)
	☐ 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. Scope of Work
ATTACHMENT 2. Allowable Measures, Geographic Areas, and Program Customers
ATTACHMENT 3. Itemization of CPUC Budget Allocation
ATTACHMENT 4. Key Performance Indicators (KPI) Reporting Data
ATTACHMENT 5. Program Management Plan Guidance

Scope of Work

ATTACHMENT 1

1. INTRODUCTION

1.1 San Mateo County Energy Watch Energy, a 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 I 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 Contactor 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	14,554
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 accruals 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

Deliverable (Per Project)	Due Date
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 2

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: Non-municipal customers including, but not limited to Higher Education, State of California, Federal, Residential and Industrial/Agricultural unless approved in writing by PG&E PM.

Attachment 3

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 CMA
Attachment 7 - L

Attachment 4

Key Performance Indicators (KPI) Reporting Data
When KPI's are developed the Energy Watch will need to report quarterly data

KPI Implementer
Data Entry_1020201!

Attachment 5

Program Management Plan Requirements

Introduction: Objectives and Major Components of the Program

Program Overview

Resource Program: The San Mateo County Energy Watch Program will primarily service municipalities, K-12 public schools, and small and micro businesses. However, as in past years, SMCEW will continue to serve as a conduit between all ratepayers in San Mateo County and programs available to them, via PG&E programs or other (re)sources.

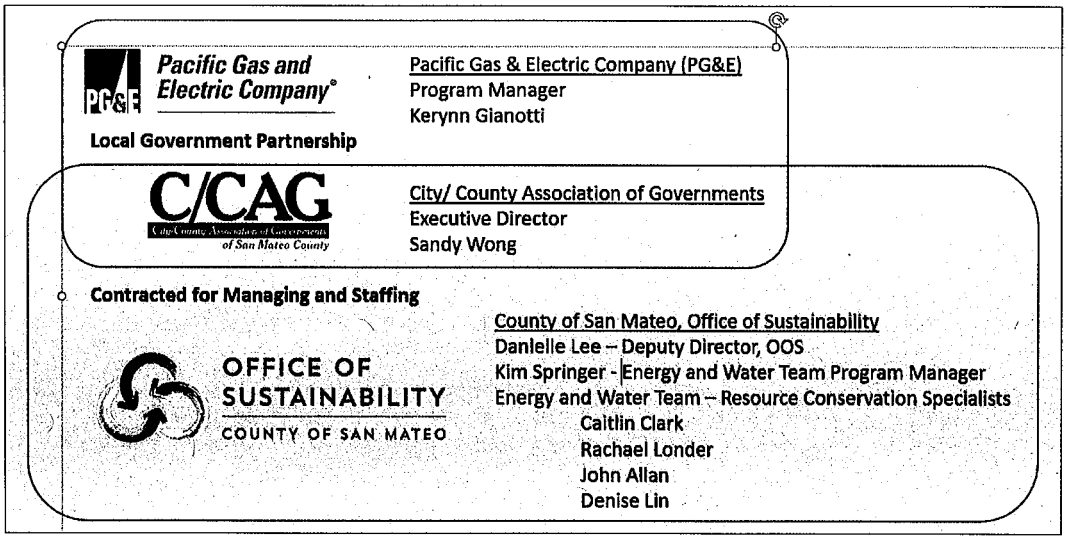
SMCEW will work with each of the customer segments listed above to identify energy-saving opportunities and partner with PG&E for engineering, Trade Professional Alliance members, and CLEAResult, and coordinate with Ecology Action and PG&E on activities in San Mateo County.

Non-Resource Program: The San Mateo County Energy Watch program will continue to provide climate action planning technical support to C/CAG, the cities, and the County. Lead Local Government Partner, C/CAG, continues to provide annual matching funding to broaden both climate action plan and greenhouse gas emission scoping beyond energy activities.

Staff

Team Org Chart - departments, subcontractors, and reporting structure
The San Mateo County Energy Watch program is a Local Government Partnership between Lead Local Government Partner, City/ County Association of Governments of San Mateo County (C/CAG), and PG&E. The C/CAG Executive Director received regular updates on the progress of the Program.

C/CAG contracts with County of San Mateo Office of Sustainability for management and staffing of the program through a staff services agreement between the parties. In addition to C/CAG staff oversight of the program, the staff services agreement states that the County will report to the C/CAG Board and other committees upon request of C/CAG. One committee, the Resource Management and Climate Protection Committee meets monthly, and receives updates and provides feedback to Program staff.



Key staff names, titles, and current responsibilities
Sandy Wong – C/CAG Executive Director – general oversight of budget and programs
Danielle Lee – County OOS Deputy Director – general oversight of programs

Kim Springer – County OOS Program Manager – direct oversight of budget and programs
Caitlin Clark – County OOS Resource Conservation Specialist – Coordination, budget and reporting
Rachael Londer - County OOS Resource Conservation Specialist – Coordination of County facilities EE
John Allan – County OOS Resource Conservation Specialist – Coordination of K-12 schools, reporting
Denise Lin - County OOS Resource Conservation Specialist – Coordination of RICAPS, Library Toolkits

Coordination Efforts with other PG&E programs
The San Mateo County Energy Watch Program will continue to coordinate with PG&E, 3rd Party, and other programs operating in San Mateo County. This include programs for all sectors of ratepayers, by either directing ratepayers to resources or making the introduction to specific programs.

For instance, the Program intends to leverage PG&E Trade Professional Alliance members for the small- and micro-business program. Another example is the On-Bill financing program, which is available to most all customers, with some limitations. Program staff will make ratepayers aware of these and other options.

The Program will also continue to deliver marketing and outreach to ratepayers in San Mateo County, through the SMCEW website, newsletters, and social media.

Program Activities, Deliverables and Itemized Cost Budget:

San Mateo County Energy Watch

Resource Program - Admin, Marketing and Implementation

Task 1 – Administration
Estimated labor costs $10,000 Estimated material costs $0 Total budget $10,000

Task 1 Deliverables:
- Monthly invoices, reports, and billing projections
  - Provide the following reports on date(s) due
    - Invoicing and Monthly Reports – 15th of every month
    - Savings Tracking – monthly based on PG&E reports

Task 2 – Lead Generation Activities – Municipal and K-12 Schools
Estimated labor costs $96,000 Estimated material costs $4,000 Total budget $100,000

Task 2 Deliverables:
- Working with the Public Sector to promote and develop EE projects
  - Develop outreach and provide to contacts at all cities to introduce 2019 program
  - Hold meetings with, potentially, 20 cities, the County, and (designated) public schools
  - Outreach activities
    - Contact cities, County, and (designated) K-12 public schools
    - Track Capital Investment Program priorities
    - Focus on near-term (2019) saving opportunities
    - Coordinate with other programs

Task 3 – Lead Generation Activities – Small- and Micro-Business
Estimated labor costs $33,000 Estimated material costs $5,000 Total budget $38,000

Task 3 Deliverables:
- Working with the Small and Microbusiness Sector to promote and develop EE projects
  - Develop methodology for establishing savings
  - Define outreach target and begin outreach
    - Coordination with other programs such as Trade Professional Alliance members
    - Develop outreach materials
    - Contact all cities and the County to define program
  - Influence 50 businesses to implementation

Task 4 – Education and Training (4.1 Public Section Classes, 4.2 Library Kits)
Estimated labor costs $9,809 Estimated material costs $1,000 Total budget $10,809

Task 4.1 Deliverables:
- Determine training needs for Public Sector
- Establish two classes set in San Mateo County
- Organize advertising campaign to promote classes.

Task 4.2
- Maintain Library Kits at all libraries in San Mateo County
- Achieve 200 "check outs" per year

Non-Resource Program - SER
Task 5 – RICAPS Topic and Meeting Development
Estimated labor costs $9,000 Estimated material costs $1,000 Total budget $10,000

Task 5 Deliverables:
- Coordinate RICAPS meetings for calendar year 2019
  - Establish topics and publish agenda
  - Coordinate speakers
  - Hold six in-person and six webinar meetings

Task 6 – Emission Inventories for 20 Cities and the County
Estimated labor costs $20,000 Estimated material costs $0 Total budget $20,000

Task 6 Deliverables:
- Develop 2016 and 2017 Community-scale emission inventories for cities and County
  - Prepare spreadsheet for updates
  - Contact data sources and update data
  - Coordinate QA/QC of resulting inventories
  - Prepare 21 inventory reports

Task 7 – Climate Action Planning Technical Assistance
Estimated consultant contract $130,000 Total budget $130,000

Task 7 Deliverables
- Provide CAP Technical Assistance using RICAPS tools
  - Provide technical assistance to eight target agencies, based on strong participation
  - Update RICAPS tools with additional CAP measures
  - Ready six CAPs for adoption by cities
  - Add six additional energy measures to RICAPS menu

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- Administration	$10,000
Task 2- Lead Generation – Municipal and K-12 Schools	$100,000
Task 3- Lead Generation Activities – Small- and Micro-Business	$38,000
Task 4- Education and Training	$10,809
Task 5- RICAPS Topic and Meeting Development	$10,000
Task 6- Emission Inventories for 20 Cities and the County	$20,000
Task 7- Climate Action Planning Technical Assistance	$130,000
Total	**$318,809**

Any material changes to this Statement of Work require written approval from PG&E in an associated Change Order.