



Contract (Long Form)

This is a Contract between the below named Contractor ("Contractor"), a Local Government Partner (LGP), 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:	County of San Luis Obispo	PG&E Contract No. 2500605428
Contractor's Address:	San Luis Obispo San Luis Obispo, CA 93408	This Contract consists of 88 pages.
Project Name:	Small and Medium Business Energy Efficiency	
Job Location:	Various	

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, Scope of Work. 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.

- 1: Develop Program Mgmt. Plan, 2: Identify Mkt Sectors, Develop Mktg Materials and Implement, Mktg Campaign, 3: Conduct Utility Bill Analyses, 4: Conduct Scoping Audits, 5: Analyze Audit Data For Each Sector, 6: Aggregate Retrofits and Identify Future Program Opportunities, 7: EM&V of Small and Medium Business Energy Efficiency and Energy Dysfunction Prediction Tool, 8: - Develop Case Studies, 9: Create Interactive Tools and Maps, 10: Hold Commercial Energy Efficiency Outreach Competition, 11: Disseminate Small and Medium Business Energy Efficiency and Energy Dysfunction Prediction Tool Results, 12: Address and Resolve All Customer Issues

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

- Attachment 1: Specific Conditions, Pages 3 through 62
- Attachment 2: General Conditions, Pages 63 through 88

CONTRACT TERM:	This Contract is effective upon signature by both parties and expires on 6/30/14.
COMPLETION:	Contractor shall commence performance hereof when directed to do so by PG&E. Work shall be completed by the completion date of 6/30/14. Time is of the essence.
INSURANCE:	Contractor shall maintain insurance in accordance with Section 30.0 of the General Conditions.
TERMS OF PAYMENT:	In accordance with Section 6.0 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: Not to exceed \$625,996.00

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

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: COUNTY OF SAN LUIS OBISPO	
Signature		Signature	
Name	Dina Schultz	Name	
Title	Manager, Sourcing	Title	
Date		Date	

62-4073 (9/26/11)

Sourcing

APPROVED AS TO FORM AND LEGAL EFFECT
 Wanda R. Jenson, County Counsel
 By: Date: 5.10.2012
 Deputy County Counsel



ADMINISTRATION			
PG&E Negotiator	Chandra Bathwal	Contractor Representative	
Phone	(415) 973-6915	Phone	
Email	c4bu@pge.com	Email	
Accounting Reference			
PG&E Work Supervisor:		Phone:	
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the Contract number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL Invoice to: (See note below if using PG&E's electronic invoicing system)	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of invoice to:		
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/actpay . *Note: Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

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

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PG&E 2010-2012 Innovator Pilots Program

SPECIFIC CONDITIONS

**County of San Luis Obispo Innovator Pilot Program
Small and Medium Business Energy Efficiency Program**

1. INTRODUCTION

- 1.1. The California Public Utilities Commission ("CPUC") approved PG&E's Innovator Pilots Program on September 24, 2009 (Decision 09-09-047 and subsequent advice letters), authorizing PG&E to work with local government entities to develop new approaches to achieve energy savings in PG&E's service territory through the testing and demonstration of innovative approaches to implement Energy Efficiency programs that will result in increased Customer participation and achieve high Customer satisfaction.
- 1.2. The County of San Luis Obispo ("Implementer", "Consultant" or "Contractor") shall develop a pilot program to prove the concept of "group purchasing of Energy Efficiency" for small and medium businesses. Through this process, characterizations and commercial energy breakdowns will be made for each small and medium business sector and low, medium, and high cost opportunities for savings will be made available and marketed to other similar businesses.
- 1.3. In addition, Implementer will use energy analysis software to address those businesses that are overlooked due to small size of their facility, remote location or budget restrictions. Implementer will research a method of qualifying businesses best suited for PG&E's programs which will help Implementer to better direct energy conservation efforts. Once the method is in place, Implementer and the Energy Watch Partnership will be able to properly direct their efforts to save the most energy and effectively serve local businesses.
- 1.4. The contract budget of \$625,996 shall be used by Implementer to finance the innovator pilot proposal: Small and Medium Business Energy Efficiency Program.

2. PROGRAM REQUIREMENTS

2.1. End Date For Administrative Activities

- 2.1.1. Unless this Contract is terminated pursuant to Article 41.0 (Cancellation and Termination of Contract) of the General Conditions or Section 4.3 (Budget Adjustments/Contract Termination) of these Specific Conditions, Implementer shall complete all administrative activities by no later than February 28, 2014, including submission of the Final Report. The final invoice is due no later than February 28, 2014, and may not include charges for direct implementation or marketing activities conducted after December 31, 2013.

2.2. Access Agreement (Exhibit J-1: Access Agreement for Monitoring Equipment and Exhibit J-2: Access Agreement for Non-Monitoring Equipment)

In the event that Implementer requires access to Customer facilities, Implementer shall:

- 2.2.1. Secure the Customer's permission to access the Customer's facility for the purposes of providing an Audit or other Program services. This requirement shall not apply to Customer facility access for meetings for the purposes of marketing or Customer recruitment and
- 2.2.2. Obtain Customer's permission by securing a signature to PG&E's Access Agreement (Exhibit J-1 or J-2, as appropriate), or to Implementer's own comparable form after obtaining written approval to use such form from the Program Manager from an authorized representative of the Customer prior to entering any Customer facilities.

2.3. Evaluation, Measurement and Verification (EM&V)

- 2.3.1. Implementer shall comply with all CPUC directives regarding Program EM&V and must fulfill all EM&V activities as may be required by the CPUC. PG&E will not pay incremental costs associated with any CPUC EM&V activities.
- 2.3.2. If required by the CPUC to support EM&V activities, Implementer shall cooperate fully with the CPUC EM&V contractor and subcontractors and provide all requested information, if any, to assure the timely completion of all Plan tasks requiring Implementer involvement or cooperation.
- 2.3.3. Implementer shall cooperate with any PG&E-administered process evaluation or review. Implementer may be reimbursed for reasonable costs associated with PG&E-administered process evaluations during the contract performance period. PG&E may review and negotiate with Implementer as needed to finalize any process evaluation scope and budget, and amend this Contract as may be required in accordance with PG&E's Change Order procedures.
- 2.3.4. For EM&V efforts or any financial or operational audit, Implementer shall make available to PG&E, upon demand, full project descriptions, detailed descriptions of data tracking systems, baseline conditions, and detailed project data including participant financial assistance amounts. For EM&V reporting, Implementer shall use definitions of terms supplied by PG&E (including, without limitation thereto, definitions of residential, non-residential, retrofit).
- 2.3.5. Implementer shall submit for PG&E's review and approval all EM&V reports, as applicable.
- 2.3.6. Implementer shall include the following language in all EM&V reports:

LEGAL NOTICE

THIS REPORT WAS PREPARED AS A RESULT OF WORK SPONSORED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION ("COMMISSION"). IT DOES NOT NECESSARILY REPRESENT THE VIEWS OF THE COMMISSION, ITS EMPLOYEES, OR THE STATE OF CALIFORNIA. THE COMMISSION, THE STATE OF CALIFORNIA, ITS EMPLOYEES, CONTRACTORS, AND

SUBCONTRACTORS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ASSUME NO LEGAL LIABILITY FOR THE INFORMATION IN THIS REPORT; NOR DOES ANY PARTY REPRESENT THAT THE USE OF THIS INFORMATION WILL NOT INFRINGE UPON PRIVATELY OWNED RIGHTS. THIS REPORT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION IN THIS REPORT.

2.4. Technical Reports

2.4.1. For programs that develop technical reports:

2.4.1.1. All technical reports are to be submitted for review and approval by PG&E's engineering department. Technical reports shall consist of any and all supporting documentation about the Measures the Implementer is using to attain energy savings. Supporting documentation may include, but shall not be limited to, work papers, Audit calculations and methodologies, EM&V or other studies, and/or industry references.

2.4.1.2. Implementer shall include the following language in all technical reports:

LEGAL NOTICE

THIS REPORT WAS PREPARED AS A RESULT OF WORK SPONSORED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION ("COMMISSION"). IT DOES NOT NECESSARILY REPRESENT THE VIEWS OF THE COMMISSION, ITS EMPLOYEES, OR THE STATE OF CALIFORNIA. THE COMMISSION, THE STATE OF CALIFORNIA, ITS EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ASSUME NO LEGAL LIABILITY FOR THE INFORMATION IN THIS REPORT; NOR DOES ANY PARTY REPRESENT THAT THE USE OF THIS INFORMATION WILL NOT INFRINGE UPON PRIVATELY OWNED RIGHTS. THIS REPORT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION IN THIS REPORT

2.5. Reporting

2.5.1. Required Reports

2.5.1.1. Implementer shall submit to PG&E for PG&E's review and approval, all Required Reports specified in Exhibit E (Invoice Reporting Requirements) and in accordance with the due dates listed in Section 2.5.2 (Due Dates for Required Reports) and upon PG&E's request, any supporting documentation and additional information applicable to Required Reports.

2.5.1.2. If requested by the PG&E Program Manager, Implementer shall also submit reports to the CPUC in accordance with CPUC reporting protocols.

- 2.5.1.3. Implementer hereby acknowledges and agrees that Implementer's obligation under Section 2.5 is a condition to PG&E's obligation to pay Implementer in accordance with Section 4 (Payment Terms). If Implementer fails to provide timely, accurate and complete reports and supporting documentation, to PG&E's satisfaction, PG&E reserves the right to withhold or reduce payments to Implementer.

2.5.2. Due Dates for Required Reports

Report	Due Date	Frequency
Monthly Reports/Invoices	15 th day of each month following the reporting month	Ongoing throughout length of contract
Quarterly Reports	45 calendar days after the end of each quarter	Ongoing throughout length of contract
Annual Reports	Due by February 28 th of each year 2012 and 2013	Two Times
Final Report	February 28th, 2014	Once

2.6. Regulatory Reporting Requirements

- 2.6.1. Implementer shall comply with all CPUC regulatory reporting requirements (without limitation thereto) by providing PG&E with required data in a format suitable for submittal to the CPUC. The regulatory reports shall contain all information and be in any format as may be required and/or modified by the CPUC from time to time. Current regulatory reporting requirements are shown in Exhibit F (Regulatory Reporting Requirements), which is subject to revision at any time by the CPUC.
- 2.6.2. Cost Allocation Methodology. If requested, Implementer shall provide to PG&E Program Manager, information pertaining to the calculation or allocation of costs specified in Implementer's reports. Implementer shall make changes, consistent with the budget format and definitions approved by the CPUC.
- 2.6.3. Subcontractor Costs/Activities. Subcontractor costs shall be reported in the format as specified by the CPUC and shall be in compliance with Article 3.0: Subcontracts, and Article 6.0: Billing and Payment, of the General Conditions.
- 2.6.4. Labor (when applicable). For each of the CPUC reporting categories (Administrative, Marketing, Direct Implementation, and EM&V, if applicable), Implementer shall provide a written report which lists activities completed for the assigned tasks for the month.

2.7. Deliverable Schedule

- 2.7.1. Implementer shall deliver all Deliverables at the times specified in Exhibit B (Scope of Work Deliverable Schedule).

2.8. Invoice and Supporting Documentation Requirements

Implementer shall provide all supporting documentation needed to substantiate Contract expenditures. Invoice requirements are set forth in Exhibit E (Invoice Reporting Requirements). PG&E may (but shall have no obligation to) modify said requirements from time to time with input and consent of Implementer. Implementer shall submit Project data electronically each month. The specific format and detailed data requirements shall be consistent with PG&E's program data requirements.

2.9. Record Retention

2.9.1. Implementer shall retain Records relating to the Program for at least seven (7) years after the end of the Contract term or from receipt of final payment whichever date occurs later. These Records shall be kept in a logical order (chronologically as a minimum standard) and shall remain legible, readily identifiable and retrievable during the retention period as stated herein. Implementer shall provide Records promptly to PG&E or PG&E's designee upon request or in connection with any financial or operational audit.

2.10. Demand-Side Management (DSM) Coordination and Integration (as applicable)**2.10.1. Coordination With Other Energy Efficiency Programs**

2.10.1.1. Implementer shall coordinate its efforts with other Energy Efficiency programs in PG&E's Service Area. Implementer's coordination and integration requirements include, but are not limited to, coordination with programs implemented by PG&E, third parties contracted by PG&E, and other local-government partnerships, as well as programs targeting low-income Customers. Implementer understands, acknowledges and agrees that the purpose of such coordination and integration is to enhance consistency and comprehensiveness in program offerings, where applicable, and to minimize duplicative administrative and marketing costs.

2.10.1.2. During the performance of the authorized Work, Implementer shall not create Market Barriers or Lost Opportunities for other PG&E approved Programs. If PG&E determines, in its sole and absolute discretion, that Implementer's project might create Market Barriers or Lost Opportunities, PG&E will discuss its concerns with Implementer, and Implementer shall work with PG&E to develop and implement project changes that minimize Market Barriers or Lost Opportunities.

2.10.2. Coordination with PG&E Codes and Standards Program

2.10.2.1. As feasible, if PG&E identifies Codes and Standards compliance and enforcement activities that may be appropriate to incorporate into Implementer's Program, Implementer shall coordinate with PG&E to incorporate those activities.

2.10.2.2. If Implementer plans to engage in Codes and Standards compliance and enforcement activities, Implementer shall coordinate with PG&E to

identify approaches that leverage the work of PG&E's Codes and Standards program and avoid duplicative activities.

2.10.3. Coordination With PG&E Emerging Technology Program

- 2.10.3.1. If PG&E identifies Emerging Technologies that may be appropriate to incorporate into Implementer's Program, Implementer shall coordinate with PG&E to incorporate those EEMs from PG&E's Emerging Technology Program and work with PG&E to obtain approval of the newly incorporated EEMs. Implementer shall update all appropriate project materials accordingly including, but not limited to, the Project Management Plan.**
- 2.10.3.2. If Implementer identifies Emerging Technology measures that Implementer wishes to incorporate, Implementer shall coordinate with PG&E to obtain review and approval of new measures.**

2.10.4. Integration With Other PG&E Programs

- 2.10.4.1. Implementer shall work with PG&E to provide a comprehensive integrated-solutions approach to maximize resource efficiency by promoting other PG&E programs applicable to Implementer's targeted customer segment including, but not limited to, Demand Response, Distributed Generation, and Climate Smart Programs.**
- 2.10.4.2. Implementer shall promote DSM integration and coordination by using the following strategies, whenever possible: (a) integrated marketing and outreach; and (b) integrated education and training**

2.11. Project Limited to Service Territory

2.11.1. Implementer shall ensure that Project funds shall only be allocated as follows:

- 2.11.1.1. The Project funds must directly benefit the Customers in the PG&E Service Area from which the Public Goods Charge funds were collected.**
- 2.11.1.2. Natural Gas Measures, and related Audit activities, may be financed with only gas Public Goods Charge funds.**
- 2.11.1.3. Electric Measures, and related Audit activities, may be financed with only electric Public Goods Charge funds.**

2.12. Contractor, Consultant, and Supplier Code of Conduct

2.12.1. PG&E is committed to conduct business in an ethical manner and seeks to achieve this goal through full compliance with all applicable local, state and federal laws, regulations, and government policies. Implementer shall abide by the terms of Exhibit G (Contractor, Consultant, and Supplier Code of Conduct). Implementer shall extend these requirements to any and all subcontractors used to carry out its obligation under this Contract.

2.13. Responding to and Tracking Customer Complaints

2.13.1. Contractor shall keep records of all Customer complaints in accordance with the protocol described in the Program Management Plan, and shall provide to PG&E a Report, as needed, that will specify such complaints and the actions taken by Contractor or its Subcontractors to resolve the complaints. Contractor shall retain the records for at least seven (7) years after the expiration date of the contract term or receipt of final payment, whichever date occurs later.

3. SCOPE OF WORK**3.1. Task 1 – Develop Program Management Plan**

Implementer shall develop a Program Management Plan (“PMP”) in accordance with the requirements specified in Exhibit C (Program Management Plan), which shall include the following as PG&E specifies are applicable to the Project: (a) implementation process; (b) project dates; and (c) eligibility requirements.

3.1.1. Task 1 Deliverables:

- 3.1.1.1. 1 (of 2): Draft Program Management Plan for PG&E Program Manager review and comment.
- 3.1.1.2. 2 (of 2): Final Program Management Plan, incorporating PG&E Program Manager comments.

3.1.2. Task 1 Due Dates:

- 3.1.2.1. 1 (of 2): One month following contract initiation.
- 3.1.2.2. 2 (of 2): Two weeks following receipt of PG&E Program Manager comments.

3.2. Task 2 – Identify Market Sectors, Develop Marketing Materials and Implement Marketing Campaign.

3.2.1. Implementer shall work with PG&E local representatives and the chamber of commerce to research and identify the top three largest types of small to medium businesses whose maximum demand is less than 200KW. Implementer shall identify and recruit approximately 120 businesses around San Luis Obispo County in each of the identified sectors to participate in the pilot program.

3.2.2. Implementer shall develop and submit to the PG&E Program Manager for review and approval all Marketing Materials, as described in the approved Program Management Plan. Marketing Materials may include, but are not limited to, Program descriptions, Web site(s), fact sheets, brochures, advertisements, fliers, presentations, other collateral material, and other marketing related materials.

Implementer shall identify and obtain approval for any claims in Marketing Materials as required in Section 8 (Claims Substantiation) and shall update approval as needed to incorporate new claims. All Marketing Materials shall be approved by the PG&E Program Manager as described in Section 7 (Approval of Marketing Materials and Media) and in

conformance with the approval requirements as set forth in Exhibit H (Approval Guidelines for Trademark/Trade Name/Logo Use in Co-Marketing Activities), PG&E Web site linking guidelines, and any additional marketing guidelines as provided by the PG&E Program Manager prior to any distribution, circulation, or publication.

Implementer shall implement the marketing campaign as described in the approved Program Management Plan.

3.2.3. Task 2 Deliverables:

- 3.2.3.1. 1 (of 4): Summary of research identifying target business types
- 3.2.3.2. 2 (of 4): Draft Marketing Materials for PG&E Program Manager review and approval.
- 3.2.3.3. 3 (of 4): Final Marketing Materials, incorporating PG&E Program Manager comments.
- 3.2.3.4. 4 (of 4): List of participating businesses.

3.2.4. Task 2 Due Dates:

- 3.2.4.1. 1 (of 4): 30 days after contract initiation
- 3.2.4.2. 2 (of 4): One month prior to planned distribution to target audience, and on-going as new or revised Program materials are developed during Project implementation.
- 3.2.4.3. 3 (of 4): One week following receipt of PG&E Program Manager comments.
- 3.2.4.4. 4 (of 4): Ongoing, included in Monthly Report

3.3. Task 3 – Energy Analysis of Buildings

3.3.1. Implementer shall utilize existing energy analysis software to determine which buildings are most in need of energy audits. The software will give each building a score which will rank the buildings against their peers (in the same building classification type, i.e. restaurants, offices, etc.). Implementer shall use the results to determine which buildings should undergo a scoping audit. Implementer shall submit a preliminary report presenting the results of the initial energy analysis software screening for the first 60 buildings analyzed. The report shall include criteria used to select buildings that should be audited, along with scores of the different buildings that have been tested.

3.3.2. Implementer will run 14 buildings of one sector through an energy analysis software program which provides a remote preliminary energy audit.

3.3.3. Task 3 Deliverables: 3.3.3.1. 1 (of 3): Draft Preliminary Analysis Report 3.3.3.2 2 (of 3): Final Preliminary Analysis Report incorporating PG&E Program Manager comments.

3.3.3.3 3 (of 3): Preliminary Energy Audit Results from energy analysis software.

3.3.4. Task 3 Due Dates:

- 3.3.4.1. 1 (of 3): September 30, 2012**
- 3.3.4.2. 2 (of 3): Two weeks following receipt of PG&E Program Manager comments**
- 3.3.4.3. 3 (of 3): March 31, 2013**

3.4. Task 4 - Conduct Scoping Audits

3.4.1. Implementer shall conduct an audit of customer facility to identify energy efficiency opportunities. Implementer shall conduct audits in approximately 40 sites that were identified by the energy analysis screening tests in Task 3. The audits will be broken out into three different building type sectors which have yet to be identified. Two of the sectors will have 13 audits each and one will have 14 audits. Implementer shall obtain an Access Agreement, as described in Section 2.3 (Access Agreement (Exhibit J-1: Access Agreement for Monitoring Equipment and Exhibit J-2: Access Agreement for Non-Monitoring Equipment)) signed by the Customer before Implementer may enter Customer home or Customer facilities for the purpose of performing Program services.

3.4.2. Implementer shall prepare an audit report for presentation to Customer. The Audit Report shall include, but is not limited to, the following information:

- 3.4.2.1. Description of Existing Conditions at Customer Site**
- 3.4.2.2. Energy Efficiency Measure Recommendations**
- 3.4.2.3. Cost and Savings Estimates (and calculation assumptions)**
- 3.4.2.4. Incentive Program referral and potential incentive estimate, as applicable**
- 3.4.2.5. Other categories, as applicable to the program and project**

3.4.3. Task 4 Deliverables:

- 3.4.3.1. 1 (of 3): Draft Audit Report template for PG&E Program Manager review and approval**
- 3.4.3.2. 2 (of 3): Final Audit Report template, incorporating PG&E Program Manager comments.**
- 3.4.3.3. 3 (of 3, per project): Audit Report, included in Monthly Report or as requested by PG&E Program Manager.**

3.4.4. Task 4 Due Dates:

- 3.4.4.1. 1 (of 3): 30 days prior to conducting first audit.**
- 3.4.4.2. 2 (of 3): One week following receipt of PG&E Program Manager comments.**

3.4.4.3. 3 (of 3): Ongoing, included in Monthly Reports.

3.5. Task 5 – Analyze Audit Data For Each Sector

3.5.1. Implementer shall analyze the results of the audits and characterize the energy consumption in each target market sector and shall identify retrofit opportunities for each market sector. Implementer shall create energy allocations by end-use to calibrate models for each target sector and for each of the two distinct climatic conditions (north and south) within Implementer. Implementer shall prepare an Energy Usage and Retrofit Opportunities Report for each target sector describing the analysis methodology and the results of the predictions made based on preliminary audit tool. The report shall include but is not limited to: summary of each sector, energy usage characteristics, analyses conducted, analysis predictions, and a comparison of the predictions and the audit results for each site audited.

3.5.2. Task 5 Deliverables:

3.5.2.1. 1 (of 2): Draft Energy Usage and Retrofit Opportunities report

3.5.2.2. 2 (of 2): Final Energy Usage and Retrofit Opportunities report incorporating PG&E Program Manager comments

3.5.3. Task 5 Due Dates:

3.5.3.1. 1 (of 2): January 31, 2013

3.5.3.2. 2 (of 2): Two weeks following receipt of PG&E Program Manager comments

3.6. Task 6 – Aggregate Retrofits and Identify Future Program Opportunities

3.6.1. Implementer shall analyze the results of the audits and utility bill test analyses to identify opportunities for customers to participate in existing programs and to aggregate businesses to implement group equipment retrofits where possible.

3.6.2. Implementer shall work with businesses and service providers to investigate opportunities to aggregate retrofit work, including but not limited to bundling work or equipment purchases. Implementer shall investigate the different options and potential cost savings associated with each for each targeted market sector. Implementer shall create a Retrofit Aggregation Report to document all aggregation activities, including but not limited to equipment types, cost-savings estimates, participant responses to opportunities, barriers encountered, and lessons learned.

3.6.3. Implementer shall conduct a gap analysis of existing energy efficiency and demand side management programs to identify areas where existing programs do not meet the needs of the targeted market sectors well. Implementer shall create a summary of the gaps identified and a list of future program opportunities that would benefit small and medium businesses in the target sectors.

3.6.4. Task 6 Deliverables:

- 3.6.4.1. 1 (of 3): Draft Retrofit Aggregation Report
- 3.6.4.2. 2 (of 3): Final Retrofit Aggregation Report, incorporating PG&E Program Manager comments.
- 3.6.4.3. 3 (of 3): Summary of gap analysis and future program opportunities

- 3.6.5. Task 6 Due Dates:
 - 3.6.5.1. 1 (of 3): March 30, 2013
 - 3.6.5.2. 2 (of 3): Two weeks following receipt of PG&E Program Manager comments
 - 3.6.5.3. 3 (of 3): April 14, 2013

- 3.7. Task 7 - EM&V of Small and Medium Business Energy Efficiency Program
 - 3.7.1. Implementer will coordinate with PG&E EM&V team or consultants to draft an EM&V plan to assess the efficacy of the Small and Medium Business Energy Efficiency Program .
 - 3.7.1.1. The plan will be submitted to PG&E for review, comment, and approval.
 - 3.7.1.2. Upon approval, Implementer will establish all the appropriate points of data collection, tracking, and reporting to comply with the scope of the EM&V.
 - 3.7.1.2.1. At a minimum, the EM&V of near-term program results will include: audit data for each site that received a scoping audit, results of aggregation efforts, referrals made to other programs and outcomes, process evaluation of project customer service management efforts, results of installation and verification of measures, and the payment of customer incentives).
 - 3.7.1.3. Implementer shall report near-term EM&V results to the PG&E Program Manager on a quarterly basis.

 - 3.7.2. Task 7 Deliverables:
 - 3.7.2.1. 1 (of 3): Draft Small and Medium Business Energy Efficiency Program EM&V Plan
 - 3.7.2.2. 2 (of 3): Final EM&V Plan
 - 3.7.2.3. 3 (of 3): Quarterly EM&V Reports, beginning Q4, 2011

 - 3.7.3. Task 7 Due Dates:
 - 3.7.3.1. 1 (of 3): August 31, 2013
 - 3.7.3.2. 2 (of 3): Two weeks following receipt of PG&E Program Manager comments

- 3.7.3.3. 3 (of 3): Ongoing, through Small and Medium Business Energy Efficiency Program cycle, on or before the last day of the month following each quarter (e.g., Q1 2012 report due 04/30/2012).

3.8. Task 8 – Develop Case Studies

- 3.8.1. Implementer shall develop twenty (20) case studies documenting program success stories. Each case study will include but is not limited to: description of the business, project description, rebate programs and incentives received, and resulting energy and cost savings. Implementer shall publish the completed case studies on Implementer web site.

3.8.2. Task 8 Deliverables (For each study):

- 3.8.2.1. 1 (of 3): Draft case study
- 3.8.2.2. 2 (of 3): Final case study incorporating PG&E Program Manager comments
- 3.8.2.3. 3 (of 3): Signed customer releases and all required permissions

3.8.3. Task 8 Due Dates:

- 3.8.3.1. 1 (of 3): February 28, 2013
- 3.8.3.2. 2 (of 3): One week following receipt of PG&E Program Manager comments
- 3.8.3.3. 3 (of 3): One week prior to publishing each case study

3.9. Task 9 – Create Interactive Tools and Maps

- 3.9.1. Implementer shall create an online interactive map showing participating small and medium businesses and “energy efficiency success stories”. Implementer shall publish the map on Implementer web site and shall update the web site with new information as it becomes available. The web pages shall include but is not limited to general business information, description of retrofit, energy-and cost-savings estimates, rebates received, and other information such as improvements in comfort. Implementer shall include results from utility bill and audit data analyses for each targeted market sector on the web site.

3.9.2. Task 9 Deliverables:

- 3.9.2.1. 1 (of 3): Draft web page layout and text.
- 3.9.2.2. 2 (of 3): Final web page layout and text incorporating PG&E Program Manager comments.
- 3.9.2.3. 3 (of 3): Published web site.

3.9.3. Task 9 Due Dates:

- 3.9.3.1. 1 (of 3): April 30, 2013
- 3.9.3.2. 2 (of 3): Two weeks following receipt of PG&E Program Manager comments
- 3.9.3.3. 3 (of 3): June 30, 2013

3.10. Task 10 – Hold Commercial Energy Efficiency Outreach Competition

- 3.10.1. Implementer shall work with faculty and staff in the Construction Technology and Business Marketing departments at Cal Poly and Cuesta College to develop a competition for innovative small and medium business outreach strategies, campaigns and tools. Implementer shall develop the competition rules, eligibility requirements, timing, judging criteria, prizes if any, and all other collateral required to support the competition.
- 3.10.2. Implementer shall recruit students and shall hold the competition and shall implement at least one of the winning outreach strategies or tools. Implementer shall work with the PG&E Program Manager to ensure that implementing the winning strategy is within all contract requirements. Implementer shall create a summary of the campaign, the implementation activities, and the results of the campaign.

3.10.3. Task 10 Deliverables:

- 3.10.3.1. 1 (of 6): Draft competition description, rules, requirements, and collateral
- 3.10.3.2. 2 (of 6): Final competition collateral incorporating PG&E Program Manager comments
- 3.10.3.3. 3 (of 6): Results of competition judging and winner(s)
- 3.10.3.4. 4 (of 6): Draft of winning tool or strategy
- 3.10.3.5. 5 (of 6): Final winning tool or strategy incorporating PG&E Program Manager comments
- 3.10.3.6. 6 (of 6): Summary of implementation activities and results.

3.10.4. Task 10 Due Dates:

- 3.10.4.1. 1 (of 6): January 31, 2013
- 3.10.4.2. 2 (of 6): Two weeks following receipt of PG&E Program Manager comments
- 3.10.4.3. 3 (of 6): Included in Monthly Report
- 3.10.4.4. 4 (of 6): At least 30 days prior to planned distribution of tool or strategy
- 3.10.4.5. 5 (of 6): One week following receipt of PG&E Program Manager comments
- 3.10.4.6. 6 (of 6): Included in Monthly Reports

3.11. Task 11 – Disseminate Small and Medium Business Energy Efficiency and Preliminary Energy Audit Tool Results

3.11.1. Implementer shall create a distribution plan and shall disseminate Small and Medium Business Energy Efficiency and Preliminary Energy Audit Tool results to other local governments. The distribution plan shall include a concrete strategy and schedule to identify and disseminate best practices and lessons learned to all California cities and/or to utility program offerings.

3.11.1.1. Implementer shall present program results to at least two organizations and shall demonstrate the tool to other local governments. Implementer shall draft a paper describing the program and Tool and shall attempt to present it at national conferences such as an ASHRAE annual meeting or the AEE World Energy Engineering Congress.

3.11.2. Task 11 Deliverables:

3.11.2.1. 1 (of 5): Draft Distribution Plan for PG&E Program Manager review and approval.

3.11.2.2. 2 (of 5): Final Distribution Plan, incorporating PG&E Program Manager comments.

3.11.2.3. 3 (of 5): Draft reports, fact sheets, case studies, presentations, etc..

3.11.2.4. 4 (of 5): Final materials, incorporating PG&E Program Manager comments.

3.11.2.5. 5 (of 5): Summary of dissemination activities

3.11.3. Task 11 Due Dates:

3.11.3.1. 1 (of 5): June 30, 2013

3.11.3.2. 2 (of 5): One week following receipt of PG&E Program Manager comments.

3.11.3.3. 3 (of 5): July 31, 2013

3.11.3.4. 4 (of 5): One week following receipt of PG&E Program Manager comments.

3.11.3.5. 4 (of 5): Included in Monthly Reports

3.12. Task 12 – Address and Resolve All Customer Issues

3.12.1. Implementer shall track and resolve all Customer issues made known through either Customer Feedback Surveys or by any other means of Customer input or contact. Implementer shall work to provide continuous improvements in the program to promote overall Customer satisfaction.

3.12.1.1. In Task 1, Implementer shall create a dispute resolution plan as part of the Program Management Plan (PMP) Implementer for review and approval by the PG&E Program Manager which will address Customer

issues (“Dispute Resolution Plan”) starting at Implementer’s Program staff level and escalating up to the PG&E Program Manager.

- 3.12.1.2. If any issue cannot be resolved by Implementer to the satisfaction of the Customer within five (5) business days of receipt by Implementer of a complaint, Implementer shall immediately provide PG&E with a detailed description of any such Customer complaint that shall include the name and contact information of the Customer and any other information requested by PG&E as needed to resolve the issue.
- 3.12.1.3. Implementer shall address all Customer issues at the end of each Customer transaction through the end of the Contract performance period as referenced in Section 2.1 (or any other date as determined by PG&E) which may include the follow-up services for warranty concerns. Program staff shall monitor all warranty complaints and resolutions until such date. All remaining Customer service issues at the end of the Contract performance period shall be reported to PG&E at this time. The Customer Service Log and any related documents, analysis, forms, email, correspondence, or reports shall be made a part of the Program Records described in Section 2.9 (Records Retention) and defined in Exhibit A (Definitions) and comply with all the requirements contained herein.
- 3.12.1.4. Implementer shall maintain a Customer Service Log to track such Customer issues and the responses to resolve them. Implementer shall report Customer feedback issues to the PG&E Program Manager using the monthly reports and the process described above for issues unresolved within five (5) business days.

3.12.2. Task 12 Deliverables:

- 3.12.2.1. 1 (of 2): Updated Customer Service Log documenting Customer issues and resolutions.
- 3.12.2.2. 2 (of 2): Detailed description of any Customer issue not resolved within five (5) business days of receipt of complaint, to include the name and contact information of the Customer and any other information requested by PG&E.

3.12.3. Task 12 Due Dates:

- 3.12.3.1. 1 (of 2): Ongoing, as part of each Monthly Report.
- 3.12.3.2. 2 (of 2): Ongoing throughout Program cycle.

3.13. Task 13 – Small and Medium Business Energy Efficiency and Preliminary Energy Audit Tool and Final Report

3.13.1 Implementer will produce a final report that describes all Small and Medium Business Energy Efficiency Program and Preliminary Energy Audit Tool results outlining lessons learned and best practices for providing integrated services through existing energy efficiency programs, including analytical methods and details of the economic considerations. 3.13.2 The final program report shall, at a minimum, provide a discussion addressing each of the following sub-topics:

- 3.13.2.1. Program Overview
- 3.13.2.2. Summary of Program
- 3.13.2.3. Accomplishments
- 3.13.2.4. Program Activities
- 3.13.2.5. Coordination and Integration Activities
- 3.13.2.6. Description of Best Practices or Program Improvement Recommendations
- 3.13.2.7. Summary of Dissemination Activities
- 3.13.2.8. Description of Challenges or Other Issues
- 3.13.2.9. Customer Satisfaction
- 3.13.2.10. Other items requested by the PG&E Program Manager

3.13.3. Task 13 Deliverables:

- 3.13.3.1. 1 (of 2): Draft Final Report as outlined above for PG&E Program Manger review.
- 3.13.3.2. 2 (of 2): Final Report as outlined above and incorporating PG&E Program Manager comments.

3.13.4. Task 13 Due Dates:

- 3.13.4.1. 1 (of 2): February 1, 2014
- 3.13.4.2. 2 (of 2): February 28, 2014

4. PAYMENT TERMS

4.1. Payment to Implementer shall be dependent upon Implementer’s completion of all Tasks as agreed upon by PG&E Program Manager (including timely and accurate submission of monthly reports and task progress reports), as demonstrated by Deliverables submitted by Implementer and satisfactory to the PG&E Program Manager.

4.2. Payment Terms

4.2.1. Contract Budget

4.2.1.1 The aggregate total of PG&E payments for all Work authorized and satisfactorily completed under this Contract, as approved by PG&E (the “Contract Budget”) shall not exceed \$625,996. The total payments shall not exceed the following amounts for each payment type, or be reallocated, without prior written approval from the PG&E Program Manager:

Lump Sum Task 1: Deliverable 2	Administration	\$10,000
Lump Sum Task 2: Deliverable 1	Marketing	\$8,300
Lump Sum Task 2: Deliverable 3	Marketing	\$10,335
Lump Sum Task 2: Deliverable 4	Marketing	\$21,580

Lump Sum Task 3: Deliverable 2	Implementation	\$22,990
Lump Sum Task 3: Deliverable 4	Implementation	\$23,150
Lump Sum Task 3: Deliverable 6	Implementation	\$8,100
Lump Sum Task 4: Deliverable 2	Implementation	\$6,000
Lump Sum Task 4: Deliverable 3	Implementation	\$35,519
Lump Sum Task 4: Deliverable 4	Implementation	\$35,519
Lump Sum Task 4: Deliverable 5	Implementation	\$35,519
Lump Sum Task 4: Deliverable 6	Implementation	\$35,519
Lump Sum Task 4: Deliverable 7	Implementation	\$35,519
Lump Sum Task 4: Deliverable 8	Implementation	\$35,519
Lump Sum Task 4: Deliverable 9	Implementation	\$35,519
Lump Sum Task 4: Deliverable 10	Implementation	\$35,519
Lump Sum Task 4: Deliverable 11	Implementation	\$35,519
Lump Sum Task 4: Deliverable 12	Implementation	\$35,522
Lump Sum Task 5: Deliverable 2	Implementation	\$7,620
Lump Sum Task 6: Deliverable 2	Implementation	\$12,800
Lump Sum Task 6: Deliverable 3	Implementation	\$8,440
Lump Sum Task 7: Deliverable 2	Implementation	\$44,945
Lump Sum Task 8: Deliverable 2	Implementation	\$13,600
Lump Sum Task 9: Deliverable 3	Implementation	\$23,600
Lump Sum Task 10: Deliverable 2	Implementation	\$5,000
Lump Sum Task 10: Deliverable 5	Implementation	\$10,023
Lump Sum Task 11: Deliverable 2	Implementation	\$6,500
Lump Sum Task 11: Deliverable 4	Implementation	\$17,820
Lump Sum Task 13: Deliverable 2	Administration	\$10,000
Total Contract Budget:		\$ 625,996
	Administration	\$ 20,000
	Marketing	\$ 40,215
	Implementation	\$ 565,781

4.2.2. Lump Sum Payments

Implementer shall bill PG&E for that portion of the Contract lump sum as approved by the Program Manager and as defined by the CPUC's Allowable Costs table in Exhibit F (Regulatory Reporting Requirements) as applicable.

4.3. Budget Adjustments/Contract Termination

4.3.1. PG&E reserves the right (but shall have no obligation) to: (a) reduce, increase or eliminate the overall Contract Budget, (b) shift program funds from one program to another, or (c) terminate the Contract to better achieve its resource procurement and Customer satisfaction objectives. PG&E may consider several factors when deciding to reduce, increase, eliminate the Contract Budget, or shift funds, including, but not limited to:

4.3.1.1. Coordination and Integration: PG&E will determine, in its sole and absolute discretion, whether Implementer satisfactorily fulfills its coordination and integration obligations with PG&E's own programs, third

party programs, and other local government partnerships as set forth in Section 2.10 (Demand-Side Management (DSM) Coordination and Integration).

- 4.3.1.2. **Timely and Accurate Reports:** PG&E may consider reducing or terminating Project funding if PG&E determines, in its sole and absolute discretion, that Implementer is not preparing timely and accurate reports.
- 4.3.1.3. **Project expenditures:** PG&E may consider reducing or terminating Project funding if the actual Project expenditures are more than forecasted Project expenditures.
- 4.3.1.4. **Customer Satisfaction:** PG&E may consider reducing or terminating Project funding if PG&E determines, in its sole and absolute discretion, that Implementer has not sufficiently resolved all Customer satisfaction issues, including but not limited to customer complaints.

4.3.2. Implementer shall modify any Project documents as requested, including but not limited to CPUC directives or PG&E portfolio reviews.

4.3.3. If PG&E reduces funding or terminates the Contract, Implementer shall provide PG&E with a status report of all Project activities that are underway at the time of termination.

4.3.4. PG&E reserves the right (but shall have no obligation) to terminate the Contract or reduce the Contract Budget to comply with CPUC budget directives as further described in Section 15 (CPUC Authority to Modify/Regulatory Review).

4.4. Refund for CPUC Disallowance

4.4.1. If a CPUC decision or ruling disallows any program costs due to a CPUC finding that Implementer acted unreasonably, Implementer shall return the amount due to PG&E within thirty (30) calendar days from the date Implementer receives written notice from PG&E that the payment is owed. Implementer will be provided with notice of any pending CPUC action that may result in a finding that Implementer acted unreasonably.

4.5. Monthly Invoicing

4.5.1. Implementer shall send the original invoice to PG&E's Accounts Payable Department and the copy to the PG&E Program Manager at the addresses indicated below:

Send paper original to:

Pacific Gas and Electric Company
Accounts Payable
P.O. Box 7760
San Francisco, CA 94120-7760

Send Paper Copy to:

Pacific Gas and Electric Company
Attn: Dave Christensen
1918 H Street
Bakersfield, CA 93301

5. REQUEST FOR DATA

- 5.1. PG&E will share Customer-specific information, which includes, but is not limited to, Customer name, address, account number, billing information, electricity and gas usage history, and program participation history, on a case-by-case basis as resources allow. Upon PG&E's request, Implementer shall promptly provide PG&E with a signed original copy of the Authorization to Receive Customer Information or Act on a Customer's Behalf form, Exhibit D.
- 5.2. Upon full execution and delivery of the Contract, Implementer shall be required to complete a data transfer approval process and agree to the terms therein to receive any Customer-specific information.

6. PUBLICATION OF CUSTOMER INFORMATION

- 6.1. Implementer may not publish any reports or produce any marketing and promotional materials that may contain Customer-specific information, including, but not limited to, Customer's name, logo, or any other Proprietary Information without first obtaining:
 - 6.1.1. Customer's prior review and approval of the material to be published or produced; and
 - 6.1.2. Customer's signed License to Use, submitted to and approved by the PG&E Program Manager.
- 6.2. Implementer may not transfer any Customer-specific data or information by e-mail or other method except as outlined in the data transfer approval process and agreement to be provided by the PG&E Program Manager upon full execution and delivery of the Contract.

7. APPROVAL OF MARKETING MATERIALS AND MEDIA

- 7.1. Implementer shall submit all Marketing Materials to PG&E Program Manager for review and approval prior to the release of such materials. Implementer shall consult the tools and resources provided by PG&E, including but not limited to those included in Exhibit H (Approval Guidelines for Trademark/Trade Name/Logo in Co-Marketing Activities). In the event that PG&E determines that Implementer's Marketing Materials are false, fraudulent, misleading, not adequately substantiated, do not contain the required Customer disclaimer, have used PG&E's name, trademark or logo without obtaining the appropriate approvals as set forth in Exhibit H, or any other deficiencies, Implementer shall not release the Marketing Materials until any and all problems are remedied by Implementer to PG&E's sole satisfaction.

- 7.2. All media materials and outreach efforts being used in conjunction with the Programs shall abide by the tools and resources provided by PG&E, including but not limited to those included in Exhibit H (Approval Guidelines for Trademark/Trade Name/Logo in Co-Marketing Activities), as determined by the PG&E Program Manager.
- 7.3. Implementer acknowledges and agrees that PG&E's name and all of its tangible and intangible Intellectual Property are owned by PG&E (or third parties), and that the unauthorized disclosure or use (or threatened disclosure or use) of PG&E's name and/or Intellectual Property Rights in violation of this Section 7, or any other breach of the PG&E brand guidelines as outlined in Exhibit H and this Contract, will likely cause irreparable harm and significant injury to PG&E (or such third parties), to such a degree that it would then be difficult or impossible to ascertain its money damages sufficient to reasonably and adequately compensate PG&E (or such third parties). 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, the parties agree 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 disclosure or use of PG&E's name or Intellectual Property Rights. The parties hereby waive 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 conveniens.

8. CLAIMS SUBSTANTIATION

- 8.1. Implementer represents that it will adequately substantiate all claims it will make as part of the Work in accordance with all applicable requirements of the laws of the State of California, federal common law, statute or regulation, and any local ordinances, if applicable. Implementer shall substantiate marketing and/or technological claims made in all Program Marketing Materials. Claims include, but are not limited to, statements about the energy efficiency, safety, reliability, or performance of a piece of equipment or category of Energy Efficiency Measures.
- 8.2. For all Program Marketing Materials, Implementer shall identify all claims, and shall have written evidence and data to substantiate the claim. Implementer shall provide all such claims and claims substantiation to the PG&E Program Manager upon submittal of the material for PG&E review and approval. If PG&E Program Manager determines that the evidence or data that Implementer has submitted to PG&E fails to substantiate the claim, then Implementer shall either provide additional evidence or data, that in PG&E's sole discretion is adequate to substantiate the claim, or redraft or eliminate the claim so that the data and evidence, in PG&E's sole discretion, adequately supports the claims made.
- 8.3. For all Program Marketing Materials, Implementer shall identify the source of all photography or quotes used, and shall have prior written approval for any such photography or quotes used to substantiate a claim. Implementer shall provide such information to the PG&E Program Manager upon submittal of the Program Marketing Material for PG&E review and approval.
- 8.4. Implementer shall indemnify and hold harmless PG&E, its parent company and any and all affiliated subsidiaries from and against any and all forms of civil liability and all costs of suit and damages arising from or related to any claim made by Implementer as defined in paragraph 8.1 above and as part of this Program that is found not to be true, or to have been improperly marketed or inadequately substantiated. Implementer further shall also be

responsible for, and indemnify and hold PG&E harmless, any judgment entered against PG&E in any civil court in any jurisdiction arising from or related to any claim, as defined in paragraph 8.1 above, or as to any reasonable settlement of any such actual or potential liability, resulting from any such suit or upon any such demand, and to pay any reasonable attorney's fees incurred by PG&E in defense of such a suit.

9. CONFIDENTIALITY

- 9.1. The parties acknowledge that Implementer, the County of San Luis Obispo, is a public agency subject to the California Public Records Act. In addition to the requirements set out in Article 25.0 of the General Conditions, Implementer shall comply with the following additional terms of this Section 9 (Confidentiality) regarding the handling of confidential or Proprietary Information from PG&E or its Customers.
- 9.2. Implementer 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 I (Non-Disclosure and Use of Information Agreement). Prior to starting said Work or services, Implementer shall promptly furnish the original signed non-disclosure agreements to PG&E.
- 9.3. Notwithstanding anything to the contrary contained herein, but without limiting the general applicability of the foregoing, Implementer understands, agrees and acknowledges as follows.
 - 9.3.1. 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 CPUC, and that the CPUC may reproduce, copy, in whole or in part, or otherwise disclose the Contract to the public.
 - 9.3.2. 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).
- 9.4. The parties agree that any breach of this Section 9 (Confidentiality) 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, the parties agree 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 disclosure or use of any confidential or Proprietary Information. The parties hereby waive 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 conveniens.
- 9.5. Implementer shall undertake Security measures regarding the handling of confidential or Proprietary Information from PG&E or its Customers. "Security" means the industry standards and techniques, both physical and logical, to ensure that confidential or Proprietary Information will not be compromised and shall be kept secure. Security shall include without limitation: a formal information security policy; a disaster recovery policy; password protected workstations at Implementer's premises and the premises of Subcontractors who access such confidential or Proprietary Information; a policy on third-party assurance auditing; a policy on penetration testing; and encryption of confidential or

Proprietary Information as specified below. Implementer represents and warrants that it shall comply with the terms of this Agreement and the security policies described in this Section 9, subject to the following:

- 9.5.1. Prior to PG&E's first transfer of confidential or Proprietary Information to Implementer, Implementer will comply with industry standard security requirements, including without limitation: a formal information security policy; a disaster recovery policy; password protected workstations at Implementer's premises and the premises of Subcontractors who access such confidential or Proprietary Information; a policy on third-party assurance auditing; a policy on penetration testing; and encryption of confidential or Proprietary Information and provide PG&E with documentation of such compliance satisfactory to PG&E.
- 9.5.2. The Parties agree to meet periodically, if requested by PG&E to evaluate Implementer's security measures and to discuss, in good faith, means by which the Parties can enhance such protection, if necessary.
- 9.5.3. Within one month from the execution date of this Agreement, Implementer shall have implemented security procedures in accordance with the terms and conditions of this Section 9.

In the event PG&E determines Implementer has not complied with Security measures, PG&E shall provide written notice to Implementer describing the deficiencies. Implementer shall then have sixty (60) calendar days to cure. If Implementer has not cured the deficiencies within sixty (60) calendar days, PG&E may terminate this Agreement for cause without penalty or liability to Implementer.

- 9.5.4. Implementer shall implement prior to the delivery of confidential or Proprietary Information and maintain during the term of this Agreement security procedures, practices and controls commensurate to assure that confidential or Proprietary Information is only accessed by Implementer and its Subcontractors, and PG&E and its affiliates, and its authorized users, and to safeguard against its unauthorized access, destruction, use, alteration or disclosure of any such data and information. Security controls and safeguards shall include, without limitation, 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 17799. In addition, Implementer shall update its security procedures, practices, policies and controls so as to keep current with industry standards, including but not limited to NIST and NERC/CIP, as applicable. Implementer shall immediately report any unauthorized access or disclosure of confidential or Proprietary Information to PG&E and shall take all reasonable measures within its control to immediately stop the access or disclosure, prevent recurrences and return to PG&E any copies and remove confidential or Proprietary Information. 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, Implementer shall assist PG&E in obtaining a copy of any report that documents Implementer's Security requirements set forth herein.
- 9.6. Implementer shall immediately notify PG&E in writing of any intentional or accidental disclosure, other than disclosure expressly permitted herein, or any misuse or

misappropriation of confidential or Proprietary Information provided by PG&E of which Implementer becomes aware.

- 9.7. In the event that a court or other governmental authority of competent jurisdiction, including the California Public Utilities Commission (CPUC), issues an order, subpoena or other lawful process requiring the disclosure by Implementer of the confidential or Proprietary Information provided by PG&E, Implementer shall notify PG&E immediately upon receipt thereof to facilitate PG&E's efforts to prevent such disclosure, or otherwise preserve the confidential or proprietary nature of the information. If PG&E is unsuccessful at preventing the disclosure or otherwise preserving the confidential or Proprietary nature of the information, or has notified Implementer in writing that it will take no action to prevent disclosure or otherwise preserve the confidential or Proprietary nature of such Information, then Implementer shall not be in violation of this Agreement if it complies with an order of such court or governmental authority to disclose such confidential or Proprietary Information.

10. PG&E PROGRAM MANAGERS

- 10.1. Implementer designates Trevor Keith as Implementer's Contract Representative for all matters relating to performance of the authorized Work under this Contract.
- 10.2. PG&E designates David Christensen as PG&E's PG&E Program Manager for all matters relating to performance of the authorized Work pursuant to this Contract.
- 10.3. Either Implementer or PG&E may change the designation of the Contract Representative or Program Manager, respectively, at any time by providing written notice of the change to the other parties following protocol.

11. TIME IS OF THE ESSENCE

- 11.1. The parties hereby acknowledge that time is of the essence in performing the duties under this Contract. Implementer's failure to comply with stated deadlines or milestones may result in termination of this Contract, payments being withheld, or other program modifications. Implementer shall immediately notify PG&E Program Manager of any delays or issues that may impact Implementer's ability to perform any duties or obligations as mandated by this Contract.

12. NO ENDORSEMENT

- 12.1. Selection of Implementer to perform work on behalf of PG&E does not constitute, nor does it imply in any way, an endorsement by PG&E of Implementer or its firm. Consequently, Implementer shall not indicate that PG&E has or will endorse Implementer in any form of written, verbal or electronic advertisement or in any other business or marketing development efforts. This prohibition shall survive the terms of this Contract. Violation of this section shall be sufficient cause for the cancellation of this Contract pursuant to the terms outlined in Article 41.0 (Cancellation and Termination of Contract) of the General Conditions, and the application by PG&E for a preliminary injunction or other provisional judicial remedy pursuant to Article 38.0 (Dispute Resolution) of the General Conditions. Implementer shall not use PG&E's name, logo, trademark, trade name, or other Intellectual

Property Rights without PG&E's advance written permission or in any manner which is contrary to the terms of Section 9 of this Contract and Exhibit H (Approval Guidelines for Trademark/Trade Name/Logo Use in Co-Marketing Activities).

13. NON-EXCLUSIVITY

- 13.1. THE PARTIES AGREE THAT THIS CONTRACT DOES NOT ESTABLISH AN EXCLUSIVE CONTRACT BETWEEN PG&E AND IMPLEMENTER. PG&E EXPRESSLY RESERVES ALL ITS RIGHTS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: THE RIGHT TO UTILIZE OTHERS TO PERFORM OR SUPPLY WORK OR DELIVERABLES OF THE TYPE CONTEMPLATED BY THIS CONTRACT; THE RIGHT TO REQUEST PROPOSALS FROM OTHERS WITH OR WITHOUT REQUESTING PROPOSALS FROM BIDDERS FOR WORK OF THE TYPE CONTEMPLATED BY THIS CONTRACT, AND THE UNRESTRICTED RIGHT BY PG&E TO RE-BID OR PERFORM ANY SUCH WORK.

14. NOTICES OR DEMANDS

- 14.1. Any written notice, demand, or request required or authorized in connection with this Contract shall be deemed properly given if delivered in person or sent by facsimile, any nationally recognized overnight courier, or first class U.S. mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party. Requests for proposed contract amendments may be sent by e-mail, but execution of such request shall only be executed pursuant to the terms of an authorized Change Order. Notices shall be addressed as follows:

IMPLEMENTER CONTRACT REPRESENTATIVE

County of San Luis Obispo
Attention: Trevor Keith
976 Osos Street, Room 300
San Luis Obispo, CA 93408
Phone: (805) 781-1431
Fax: (805) 781-5624
Email: tkeith@co.slo.ca.us

PG&E PROGRAM MANAGER

Pacific Gas and Electric Company
Attention: David Christensen
1918 H Street
Bakersfield, CA 93301

Telephone: (661) 321-4513
Fax: (661) 321-4545
Email: dnc3@pge.com

- 14.2. Notices shall be deemed received by the PG&E Program Manager (a) if personally or hand-delivered, upon the date of delivery to the address of the person authorized to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following personal

delivery; (b) if mailed, three business days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the business day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

15. CPUC AUTHORITY TO MODIFY/REGULATORY REVIEW

- 15.1. This Contract shall at all times be subject to changes or modifications by the CPUC. The CPUC may from time to time issue a directive relating to or affecting any aspect of this Contract within the confines of its jurisdiction.
- 15.2. Upon the occurrence of any event or action as described in Section 15.1 PG&E may (but shall have no obligation to) suspend or terminate this Contract in accordance with Article 41.0 (Cancellation and Termination of Contract) of the General Conditions.

16. CONFLICT OF TERMS

- 16.1. In the event of any conflict in the Specific Conditions stated herein and the General Conditions, these Specific Conditions shall control. Should a conflict exist between the Specific Conditions, General Conditions and the Attachments, the Specific Conditions or the Attachments shall control. Should a conflict exist between the Specific Conditions, General Conditions, or Attachments, and any applicable federal, state or local law, rule, regulation, order or code, said law, rule, regulation, order or code shall control. Varying degrees of stringency among the General Conditions, Specific Conditions, Attachments, laws, rules, regulations, orders or codes are not deemed conflicts and the most stringent requirements shall control.
- 16.2. Implementer shall immediately notify PG&E Program Manager of any conflicts or potential conflicts described in or covered by this Section.

17. SUPPLIER DIVERSITY PROGRAM POLICY

- 17.1. CPUC General Order 156 promotes the purchasing of goods and services from women, minority, and/or disabled veteran-owned and controlled business enterprises ("WMDVBES").
- 17.2. There are no specific WMDVBE goals that have been established for Implementer to meet in this Contract. However, PG&E expects Implementer to assist PG&E in working with WMDVBES.
- 17.3. Implementer shall provide to PG&E a list of verified WMDVBES that it expects to do business with during the term of this Contract.
- 17.4. Primary verification of WMDVBES shall be the CPUC WMDVBE Clearinghouse.
- 17.5. REPORTING COMMITMENT: Non-government partners shall provide timely and accurate reporting of Implementer's detailed spend information with diverse suppliers on PG&E's Supplier Diversity Management System (SDMS) fifteen (15) days following the end of each month.

18. LOCAL HIRING

- 18.1. Implementer shall make all reasonable efforts, as mutually determined by PG&E and Implementer, to promote the creation of local green jobs by locally hiring individuals or subcontracting with local entities that will be performing the services in accordance with this Agreement.

19. PG&E GREEN SUPPLY CHAIN PROGRAM

- 19.1. "At Pacific Gas and Electric Company, we are committed to being an environmental leader and demonstrating this through our actions. We pledge to think creatively, work cooperatively and be results-oriented in our environmental stewardship efforts." In alignment with our company environmental policy, PG&E expects Implementer to work collaboratively and in partnership with PG&E's Green Supply Chain Program to develop innovative and sustainable ideas, products, services and operations to continually reduce harmful effects on human health and the environment with the following "CoOps" objectives:

- **Commitment: to be more environmentally responsible**
 - Establish an environmental policy framework
 - Develop a sustainability report
- **Outreach: to educate others about environmental responsibility**
 - Mentoring program for suppliers
 - Community programs
 - Employee programs
- **Operations: to reduce environmental impacts**
 - Greenhouse gas emissions
 - Energy use
 - Water use
 - Recycled and non-recycled waste
- **Products and Services: environmentally friendly**
 - Purchase or produce products and services that are green and environmentally friendly
- **Supplier Collaboration: environmental partnerships**
 - Sharing best practices and engaging in joint environmental projects with PG&E, PG&E Implementers and/or other PG&E suppliers

For additional information regarding PG&E's Green Supply Chain Program please email GreenSupplyChain@pge.com

EXHIBITS TO PG&E SPECIFIC CONDITIONS:

- Exhibit A: Definitions**
- Exhibit B: Scope of Work Deliverable Schedule**
- Exhibit C: Project Management Plan**
- Exhibit D: Authorization to Receive Customer Information or Act on a Customer's Behalf**
- Exhibit E: Invoice Reporting Requirements**
- Exhibit F: Regulatory Reporting Requirements**
- Exhibit G: Contractor, Consultant, and Supplier Code of Conduct**
- Exhibit H: Approval Guidelines for Trademark/Trade Name/Logo Use in Co-Marketing Activities**
- Exhibit I: Non-Disclosure Agreement and Use of Information Agreement**
- Exhibit J-1: Access Agreement for Monitoring Equipment**
- Exhibit J-2: Access Agreement for Non-Monitoring Equipment**

Exhibit A: Definitions

The definition of "Change Order", "Local Government Implementer" or "Implementer", "Contract", "Party" or "Parties", "PG&E", "Subcontract", "Subcontractor", "Work", as used in the Contract shall be as defined in the General Conditions. The definitions found in the General Conditions are supplemented with the terms defined below solely for these Specific Conditions attached hereto and incorporated herein:

1. **Access Agreement** - A written agreement (approved in form and substance by PG&E) under which a Customer provides access to its property to (a) Implementer or its Subcontractor for the purpose of providing Audit or other Program services; and (b) PG&E and CPUC for purpose of exercising their verification, inspection and review rights pursuant to Section 2.3 or 2.4, as applicable, or to provide other Program services, in return for which Implementer will conduct an Audit or other Program service and provide the results to Customer.
2. **Ad Hoc Reports** - Reports or documentation that PG&E, in its sole and absolute discretion, requires Implementer to provide pursuant to Section 3.
3. **Average Demand (kW)** - The average kW consumed during a twelve (12)-month period for a given Customer service agreement which has, and is, billed on a demand meter.
4. **California Energy Action Plan** - Energy Resources Conservation and Development Commission (usually called the California Energy Commission), the Public Utilities Commission (CPUC), and the Consumer Power and Conservation Financing Authority (called the CPA - which is now defunct), approved the final State of California Energy Action Plan in 2003, proposed by a subcommittee of the three agencies. The Draft Plan establishes shared goals and specific actions to ensure that adequate, reliable, and reasonably-priced electrical power and natural gas supplies are achieved and provided through policies, strategies, and actions that are cost-effective and environmentally sound for California's consumers and taxpayers.
5. **CARE** – PG&E's California Alternate Rates for Energy program.
6. **Consultant** - The same meaning as Implementer or Contractor, i.e., the party or parties entering into a Contract with PG&E for the Work.
7. **Contract Budget** - The aggregate total of PG&E payments for all Work authorized and satisfactorily completed under this Contract, as approved by PG&E, as set forth in Section 4.2.1.
8. **CPUC or Commission** - The California Public Utilities Commission.
9. **Customer** - A residence or business receiving electric and/or gas distribution service from PG&E and paying the Public Goods Charge.
10. **Deliverables** - Tangible Work products to be provided to PG&E Program Manager for review, approval and documentation of work.
11. **Demand Response (DR)** - Activities or equipment that induce consumers to use energy at different (lower cost) times of day or to interrupt energy use for certain equipment temporarily, usually in direct response to a price signal.

12. **Demand-Side Management (DSM)** - Measures taken by a utility to influence the level or timing of customers' energy demand in order to optimize the use of available utility resources. Such measures include evaluating, planning, implementing, and monitoring a wide range of conservation, energy efficiency, load management, fuel substitution, and load retention programs.
13. **Emerging Technologies** - New energy efficiency technologies, systems, or practices that have significant energy savings potential but have not yet achieved sufficient market share (for a variety of reasons) to be considered self sustaining or commercially viable. Emerging technologies include early prototypes of hardware, software, design tools or energy services that if implemented will result in energy savings.
14. **Energy Efficiency** - Activities or programs that stimulate Customers to reduce Customer energy use by making investments in more efficient equipment or controls that reduce energy use while maintaining a comparable level of service as reasonably perceived by the Customer.
15. **Energy Efficiency Measure, Measure, or EEM** - An energy using appliance, equipment, control system, practice (other than practices that rely solely on behavioral changes, such as turning off lights), or design improvement whose installation or implementation results in reduced energy use (purchased from the distribution utility) while maintaining a comparable or higher level of energy service as perceived by the Customer. In all cases, Energy Efficiency Measures decrease the amount of energy used to provide a specific service or to accomplish a specific amount of work (e.g., kWh per cubic foot of a refrigerator held at a specific temperature, therms per gallon of hot water at a specific temperature, etc.). For the purpose of this Contract, solar water heating is an eligible Energy Efficiency measure, provided that it passes the Dual Test of Cost Effectiveness on a stand-alone basis.
16. **Evaluation, Measurement, and Verification or EM&V** – An evaluation methodology related to energy conservation, by which the evaluator (often a third party entity): (1) determines actual energy savings and demand reduction derived from DSM programs, within agreed upon parameters for confidence level/precision, and (2) provides guidance to energy service providers regarding opportunities to use lessons learned for program-design and/or implementation-process improvements.
17. **Hard to Reach Market Sectors or Under-Served Communities and Customer Group** – Those customers who do not have easy access to program information or generally do not participate in energy efficiency programs due to a language (primary language spoken is other than English), and/or, business size (less than ten employees) and/or, geographic (businesses in areas other than the San Francisco Bay Area, San Diego area, Los Angeles basin or Sacramento) and/or, or lease (investments in improvements to the building benefit the business only during the lease period; landlords benefit longer).
18. **HVAC** – Heating, Ventilation, and Air Conditioning Systems.
19. **Implementer** - – The term "Implementer" shall have the same meaning as Consultant or Contractor, i.e., the party or parties entering into this Contract with PG&E for the Work
20. **Information Only Program** – Program with no contractually assigned energy savings goals.
21. **Intellectual Property Rights** - Any and all now or hereafter known tangible and intangible: (1) rights associated with works of authorship, including copyrights, moral rights, and mask-works; (2) trademark, service mark, trade name, and trade dress rights and similar rights; (3) trade secret

- rights; (4) patents, designs, algorithms, and other industrial property rights; (5) other intellectual and industrial property rights (of every kind and nature and however designated), whether arising by operation of law, contract, license, or otherwise; (6) registrations, applications, renewals, extensions, continuations, continuations-in-part, divisions, or reissues of any of the foregoing now or hereafter in force; and (7) rights in any of the foregoing.
22. IOU - An investor owned utility, including, but not limited, to Pacific Gas and Electric Company ("PG&E"). For the purposes of these Specific Conditions and unless indicated otherwise, all references to an IOU shall mean PG&E.
 23. kW - One kilowatt of electricity.
 24. kWh - One kilowatt-hour of electricity.
 25. LIEE - PG&E's Low Income Energy Efficiency program.
 26. Load Management - Programs which reduce or shift electric peak demand away from periods of high cost electricity to non-peak or lower cost time periods, with a neutral effect on or negligible increase in electric use.
 27. Local Government - a city, county or governmental agency located in PG&E's service area.
 28. Lost Opportunity – The occurrence when a Customer does not install an Energy Efficiency Measure that is cost-effective at the time, but whose installation is unlikely to be cost-effective if the Customer attempts to install the same Measure later.
 29. Market Barriers – Impediment or hindrance to work associated with the energy watch program.
 30. Marketing Materials – materials as defined in Section 3.2 and subject to Section 7.
 31. Marketing Plan – a written plan as defined in the Program Management Plan and subject to Section 7.
 32. New Construction - (1) new building projects wherein no structure or site footprint presently exists; (2) addition or expansion of an existing building or site footprint; or (3) addition of new load, as in the example of an existing site adding a new process.
 33. Nonresidential - Facilities used for business, commercial, agricultural, institutional, and industrial purposes.
 34. PG&E Program Manager - The PG&E authorized representative responsible for administering this Contract; monitoring Contract activities, Deliverables and expenses for PG&E; and authorizing invoices for payment.
 35. Program Management Plan ("PMP") – A Program Management Plan that is in accordance with the requirements specified in Exhibit C.
 36. Proprietary Information - 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 and 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 Services, including, but limited to, a Customer's energy usage and billing data, 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. In each case, "Proprietary Information" also includes 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. If Contractor is in doubt about whether certain information is Proprietary Information, Contractor will treat that information as such.

37. **Public Goods Charge – Non-bypassable systems benefit surcharges imposed on retail electric and gas customers to fund energy efficiency, renewable energy, and research, development and demonstration, and low income assistance programs.**
38. **Rebate Program - A Program that encourages Customers to undertake a specific act, typically installing energy efficiency equipment, by providing a monetary amount (rebate) following the completion and verification of installation.**
39. **Records - Documents stating or supporting results achieved or providing evidence of activities performed. Records may vary depending on scope of work and project goals but include any documents that demonstrate conformance to program requirements, including but not be limited to, completed and signed Customer applications, trending data, energy savings calculations, training rosters and subject matters, project cost data, final approved program documents (Project Management Plan, Marketing Materials), audits, and any other documents demonstrating compliance to the conditions of the contract.**
40. **Residential - Existing single family residences, multi-family dwellings, whether master-metered or individually metered, (defined as dwellings of five units or more with at least one wall or ceiling in common), and buildings that are essentially residential but used for commercial purposes, including, but not limited to, time shares, vacation homes, etc.**
41. **Retro commissioning - A systematic process for optimizing an existing building's performance by identifying operational deficiencies and making necessary adjustments to correct the system.**
42. **Retrofit - 1) Construction that involves complete removal, redesign and replacement of the energy consuming systems of a building or process; 2) projects that require design and selection of new systems based upon the needs of new or modified space function(s); and 3) major tenant improvements that add new load.**
43. **Security - The industry standards and techniques, both physical and logical, to ensure that confidential or Proprietary Information will not be compromised and shall be kept secure, and may include without limitation: a formal information security policy; a disaster recovery policy; password protected workstations at Implementer's premises and the premises of Subcontractors who access such confidential or Proprietary Information; a policy on third-party assurance auditing; a policy on penetration testing; and encryption of confidential or Proprietary Information.**
44. **Service Territory - The geographical area served by PG&E.**
45. **Task or Tasks – Any and all items of work to be performed pursuant to the Scope of Work and in accordance with the terms and conditions of this Contract.**

Exhibit B: Scope of Work Deliverable Schedule (Summary)

Description	Deliverable		Deliverable Due Date	Payment Structure		Type of Cost	Lump Sum
	Program Management Plan	Plan		Structure	Sum		
Task 1: Program Management Plan	Draft		Within 30 calendar days of contract execution	Lump Sum	Admin	\$0	\$10,000
	Final		Two weeks following PM comments				
Task 1 Total				\$10,000	Total Admin		\$10,000
Task 2: Identify Market Sectors, Develop Marketing Materials and Implement Marketing Campaign	Research Summary		30 days following contract execution	Lump Sum	Marketing	\$8,300	\$0
	Draft		One month prior to planned distribution				
	Final		One week following PM comments				
			Included in Monthly Report				
Task 2 Total				\$40,215	Total Marketing	\$40,215	
Task 3: Conduct Utility Bill Analyses	Tracking Database Specifications		March 31, 2012	Lump Sum	Direct Implementation	\$22,990	\$0
	Draft		Two weeks following PM comments				
	Final		June 30, 2012				
	Draft		Two weeks following PM comments				
	Final		September 30, 2012				
			Two weeks following PM comments				
Task 3 Total				\$54,240	Total Direct Implementation	\$54,240	

Exhibit B: Scope of Work Deliverable Schedule (Summary)

Description	Deliverable	Deliverable Due Date	Payment Structure	Type of Cost	Lump Sum		
Task 4: Conduct Scoping Audits	Audit Report Template	Draft Final	30 days prior to conducting first audit One week following PM comments		\$0 \$6,000		
	4 Audit Reports	Final	March 31, 2012	Lump Sum	\$35,519		
	4 Audit Reports	Final	April 30, 2012		\$35,519		
	4 Audit Reports	Final	May 31, 2012		\$35,519		
	4 Audit Reports	Final	June 30, 2012		\$35,519		
	4 Audit Reports	Final	July 31, 2012		\$35,519		
	4 Audit Reports	Final	August 31, 2012		\$35,519		
	4 Audit Reports	Final	September 30, 2012		\$35,519		
	4 Audit Reports	Final	October 31, 2012		\$35,519		
	4 Audit Reports	Final	November 30, 2012		\$35,519		
	4 Audit Reports	Final	December 31, 2012		\$35,522		
	Task 4 Total				Total Direct Implementation	\$361,193	
	Task 5: Analyze Audit Data for Each Sector	Energy Usage and Retrofit Opportunities	Draft Final		January 31, 2013 Two weeks following PM comments	Lump Sum	\$0 \$7,620
Task 5 Total					Total Direct Implementation	\$7,620	
Task 6: Aggregate Retrofits and Identify Future Program Opportunities		Retrofit Aggregation Report	Draft Final	March 30, 2013 Two weeks following PM comments	Lump Sum	\$0 \$12,800	
		Gap Analysis Summary		April 14, 2013	Lump Sum	\$8,440	
		Task 6 Total				Total Direct Implementation	\$21,240

Exhibit B: Scope of Work Deliverable Schedule (Summary)

Description	Deliverable	Deliverable Due Date	Payment Structure	Type of Cost	Lump Sum
Task 7: EM&V Coordination	EM&V Plan	Draft	Lump Sum	Direct Implementation	\$0
		Final			
	Quarterly Reports	August 31, 2013 Two weeks following PM comments Included in Quarterly Reports	Lump Sum	Direct Implementation	\$44,945
Task 7 Total					\$44,945
Task 8: Develop Case Studies	Case Studies	Draft	Lump Sum	Direct Implementation	\$0
		Final			
	Customer Releases and Permissions	February 28, 2013 One week following PM comments One week prior to publishing each case study	Lump Sum	Direct Implementation	\$13,600
Task 8 Total					\$13,600
Task 9: Create Interactive Tools and Maps	Web Page Layout and Text	Draft	Lump Sum	Direct Implementation	\$0
		Final			
	Published Web Site	April 30, 2013 Two weeks following PM comments June 30, 2013	Lump Sum	Direct Implementation	\$23,600
Task 9 Total					\$23,600
Task 10: Hold Commercial Energy Efficiency Outreach Competition	Competition Collateral	Draft	Lump Sum	Direct Implementation	\$0
		Final			
	Competition Results	January 31, 2013 Two weeks following PM comments Included in Monthly Report	Lump Sum	Direct Implementation	\$5,000
	Winning Tool or Strategy	30 days prior to planned distribution One week following PM comments			
	Summary of Implementation Activities	Included in Monthly Reports			
Task 10 Total					\$15,023
Total Direct Implementation					\$15,023

Exhibit B: Scope of Work Deliverable Schedule (Summary)

Description	Deliverable	Deliverable Due Date	Payment Structure	Type of Cost	Lump Sum	
Task 11: Disseminate Results	Distribution Plan	Draft	Lump Sum	Direct Implementation	\$0	
		Final			\$6,500	
	Dissemination Materials	Draft	Lump Sum	Direct Implementation	\$0	
		Final			\$17,820	
	Summary of Dissemination Activities	June 30, 2013 One week following PM comments		Total Direct Implementation	\$24,320	\$24,320
		July 31, 2013 One week following PM comments				
		Included in Monthly Reports			\$0	
Task 11 Total						
\$24,320						
Task 12: Address All Customer Issues	Customer Service Log	Included in Monthly Reports	Lump Sum	Direct Implementation	\$0	
	Description of Outstanding Issues	As required			\$0	
Task 12 Total						
\$0						
Task 13: Submit Final Program Report	Final Program Report	Draft	Lump Sum	Admin	\$0	
		Final			\$10,000	
Task 13 Total						
\$10,000						
Total Administration						
\$20,000						
Total Marketing						
\$40,215						
Total Direct Implementation						
\$565,781						
Total Program Budget						
\$625,996						

Exhibit C: Program Management Plan

This outline is intended to provide guidance in the creation of Implementer's Project Management Plan and is subject to revision through collaboration between Implementer and PG&E.

1. Introduction: Summarize objectives and the major components of the Project
 - a. Program Overview
 - b. Goals
 - c. Targeted Customer Segments, Eligibility Requirements (as applicable)
 - d. Program Dates
 - e. Staff and Subcontractor Responsibilities (as applicable)
 - i. Key staff names, titles, and responsibilities
 - f. Local Hiring
 - g. Implementation Timetable (template provided by PG&E)
 - h. Coordination Plan: Indicate how Implementer will coordinate with other programs offered by PG&E and other stakeholders
2. Program Elements (each)
 - a. Implementation Strategy
 - i. Energy Efficient Retrofits (as applicable)
 1. Implementation Process
 2. Eligible product specification or standards
 - ii. Technical Assistance (as applicable)
 1. Energy Assessment Reports
 2. Audit Services
 - iii. Policy Assistance (as applicable)
 1. Policy development and implementation
 2. Codes and standards
 - iv. Training and Workshops
 1. Topics
 2. Curriculum
 3. Schedule
 - v. Other Activities (as applicable)
 - b. Implementation Schedule
3. Management Activities
 - a. Meetings, Communications
 - b. Data Collection and Management
 - c. Reporting
 - d. Marketing, Recruitment and Outreach
 - i. Marketing Message, as applicable
 1. Outline the major components of the message
 2. Customer disclosure text and partnership agreement
 - ii. Marketing materials (including web site structure if applicable)
 - iii. Co-Branding
 - iv. Distribution Channels
 - v. Target Audience
 - vi. Schedule
 - e. Customer Complaint / Dispute Resolution Plan
4. Description of activities that promote the CA Energy Efficiency Strategic Plan
 - a. Strategic Plan Goals
 - b. How Activity Addresses Goals

EXHIBIT D - AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS² (Initial one box only):

²If no time period is specified, authorization will be limited to a one-time authorization

- One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).
- One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.
- Authorization is given for the period commencing with the date of execution until _____ (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

- Hard copy via US Mail (if applicable)
- Facsimile at this telephone number: _____
- Electronic format via electronic mail (if applicable) to this e-mail address: _____

I (Customer), _____ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. [This form must be signed by someone who has authority to financially bind the Customer (for example, CFO of a company or City Manager of a municipality).]

AUTHORIZED CUSTOMER SIGNATURE	TELEPHONE NUMBER
Executed this _____ day of _____	at _____
MONTH <small>YEAR</small>	CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from, or relating to, the use of Customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

AGENT SIGNATURE	TELEPHONE NUMBER
COMPANY	
Executed this _____ day of _____	
MONTH YEAR	

DOCUMENTO DE PRUEBA D – AUTORIZACIÓN PARA RECIBIR INFORMACIÓN DE UN CLIENTE O ACTUAR EN REPRESENTACIÓN DE UN CLIENTE	PRESENTADO ANTE LOS SIGUIENTES. Por favor, marque todas las respuestas correspondientes: <input type="checkbox"/> PG&E <input type="checkbox"/> SoCalGas <input type="checkbox"/> SCE <input type="checkbox"/> SDG&E
---	--

EL PRESENTE ES UN CONTRATO JURÍDICAMENTE VINCULANTE. LÉALO DETENIDAMENTE
(Por favor, escriba a máquina o con letra de imprenta)

Yo _____ NOMBRE PUESTO (SI ES PERTINENTE)

de _____ (Cliente) tiene la siguiente dirección postal

NOMBRE DEL CLIENTE REGISTRADO

, y a través del presente designo a

DIRECCIÓN POSTAL	CIUDAD	ESTADO	CÓDIGO POSTAL
------------------	--------	--------	---------------

_____ de _____

NOMBRE DEL TERCERO	DIRECCIÓN POSTAL
--------------------	------------------

CIUDAD	ESTADO	CÓDIGO POSTAL
--------	--------	---------------

para actuar como mi agente y asesor (Agente) para la(s) cuenta(s) que aparece(n) listada(s) y en las categorías indicadas más adelante:
CUENTAS INCLUIDAS EN ESTA AUTORIZACIÓN:

1.	DIRECCIÓN DEL SERVICIO	CIUDAD	NÚMERO DE CUENTA DEL SERVICIO
2.	DIRECCIÓN DEL SERVICIO	CIUDAD	NÚMERO DE CUENTA DEL SERVICIO
3.	DIRECCIÓN DEL SERVICIO	CIUDAD	NÚMERO DE CUENTA DEL SERVICIO

(Para más de tres cuentas, por favor enumere las cuentas adicionales en una hoja de papel por separado y adjúntela a este formulario)

INFORMACIÓN, FUNCIONES Y ACTOS AUTORIZADOS – Esta autorización le proporciona autoridad al Agente. Subsecuentemente, el Agente debe suministrar instrucciones/solicitudes específicas por escrito (el uso de E-mail es aceptable) acerca de la(s) cuenta(s) particular(es) antes de que alguna información sea divulgada o una acción sea llevada a cabo. Bajo algunas circunstancias, la función o acto solicitado podría incurrir en un costo para usted, el cliente. Las solicitudes de información podrían estar limitadas al periodo de 12 meses más reciente.

Yo (Cliente) autorizo a mi Agente a actuar en representación mía en el desempeño de los siguientes actos y funciones específicos (escriba sus iniciales en todos los casilleros pertinentes):

- 1. Solicitar y recibir expedientes de facturación, el historial de facturación y todos los datos de medición del consumo que son utilizados para calcular el monto de las facturas de la totalidad de mi(s) cuenta(s), tal como se especifique en el presente, en relación con los servicios públicos suministrados por la Compañía de Servicios Públicos¹.
- 2. Solicitar y recibir copias de correspondencia relacionada con mi(s) cuenta(s) relativas a (ponga sus iniciales en todas las respuestas pertinentes):
 - a. Verificación de tarifas, fecha de cambio de tarifas e información relacionada;
 - b. Contratos y Convenios de Servicio;
 - c. Emisión previa o propuesta de ajustes/créditos; o
 - d. Otros ajustes de facturación no resueltos/en disputa que hayan sido emitidos previamente.
- 3. Solicitar una investigación de mi(s) cuenta(s) de servicios públicos.
- 4. Solicitar una medición especial, y el derecho a tener acceso a información de consumo en intervalos y otra información de medición relacionada con mi(s) cuenta(s).
- 5. Solicitar un análisis de tarifas.
- 6. Solicitar modificaciones en las tarifas.
- 7. Solicitar y recibir verificación de los saldos de mi(s) cuenta(s) y notificaciones de interrupción del servicio.

¹ La Compañía de Servicios Públicos proporciona información estándar sobre el cliente sin costo alguno hasta dos veces en un periodo de 12 meses por cuenta del servicio. Después de dos solicitudes en un año, comprendo que podría ser responsable de los cargos en lo que se podría incurrir para tramitar esta solicitud.

DOCUMENTO DE PRUEBA D - AUTORIZACIÓN PARA RECIBIR INFORMACIÓN DE UN CLIENTE O ACTUAR EN REPRESENTACIÓN DE UN CLIENTE

YO (CLIENTE) AUTORIZO LA DIVULGACIÓN DE LA INFORMACIÓN SOBRE MI CUENTA Y AUTORIZO A MI AGENTE A ACTUAR EN REPRESENTACIÓN MÍA DE

LA SIGUIENTE MANERA² (ponga sus iniciales únicamente en un casillero):

²Si no se especifica un límite de tiempo, la autorización estará limitada a una sola ocasión

- Autorización para una ocasión únicamente (limitada a una sola solicitud de información y/o los actos y funciones especificados anteriormente al momento de recibir esta Autorización).
- Autorización durante un año – Las solicitudes de información y/o para los actos y funciones especificados anteriormente serán aceptados y tramitados cada vez que sean solicitados dentro de un periodo de doce meses a partir de la fecha de firma de esta Autorización.
- Se otorga la Autorización durante el periodo que inicia a partir de la fecha de firma de esta Autorización hasta _____ (Duración limitada a tres años a partir de la fecha de firma de esta Autorización.) Las solicitudes de información y/o para los actos y funciones especificados anteriormente serán aceptados y tramitados cada vez que sean solicitados dentro del periodo de vigencia de la Autorización especificado en el presente.

DIVULGACIÓN DE LA INFORMACIÓN SOBRE LA CUENTA:

La Compañía de Servicios Públicos proporcionará la información solicitada anteriormente, en el grado en el que esté disponible, a través de uno de los siguientes medios. El formato que prefiero (prefiere mi Agente) es (marque todas las respuestas correspondientes)

- Copia impresa a través del Servicio de Correos de Los EE.UU. (de ser pertinente).
- Documento por fax a este número telefónico: _____
- Formato electrónico a través de E-mail (de ser pertinente) a esta dirección de E-mail: _____

Yo (El Cliente), _____ (nombre del signatario autorizado en letra de imprenta), declaro bajo pena de perjurio según lo dispuesto por las leyes del Estado de California que estoy autorizado para firmar este documento en representación del Cliente Registrado que aparece indicado en la parte superior de este formulario, y que poseo la autoridad para obligar financieramente al Cliente Registrado. Asimismo, también certifico que mi Agente posee la autoridad para actuar en representación mía y solicitar la divulgación de información sobre las cuentas indicadas en este formulario y desempeñar los actos y funciones específicos indicados anteriormente. Comprendo que la Compañía de Servicios Públicos se reserva el derecho de verificar toda solicitud de autorización presentada antes de divulgar información o desempeñar algún acto en representación mía. Autorizo a la Compañía de Servicio Público a divulgarle la información solicitada sobre mi cuenta o instalaciones al Agente mencionado anteriormente quien actúa en representación mía en lo relacionado con los asuntos indicados anteriormente. A través del presente, libero de responsabilidad e indemnizo a la Compañía de Servicios Públicos de toda responsabilidad, reclamación, demanda, antecedente de acción judicial, daño o gasto que pudiera resultar de: 1) cualquier divulgación de información a mi Agente de conformidad con esta Autorización; 2) el uso autorizado de esta información por parte de mi Agente; y 3) cualquier acción tomada por mi Agente de conformidad con esta Autorización, incluyendo modificaciones en las tarifas. Comprendo que puedo cancelar esta Autorización en cualquier momento con tan sólo presentar una solicitud por escrito. [Este formulario debe estar firmado por una persona que posea la autoridad de obligar financieramente al cliente (por ejemplo, el Director Financiero de una compañía o el Administrador Municipal de una municipalidad).]

FIRMA DEL CLIENTE AUTORIZADO	NUMERO TELEFÓNICO
Firmado este día _____ de _____ de _____	en _____
MES AÑO	CIUDAD Y ESTADO DONDE ES FIRMADO

Yo (El Agente), a través del presente libero de responsabilidad e indemnizo a la Compañía de Servicios Públicos de toda responsabilidad, reclamación, demanda, antecedente de acción judicial, daño o gasto que pudiera resultar del uso de la información sobre el cliente obtenida de conformidad con esta autorización y de desempeñar cualquier acción de conformidad con esta autorización, incluyendo la modificación de las tarifas.

FIRMA DEL AGENTE	NUMERO TELEFÓNICO
COMPANIA	
Firmado este día _____ de _____ de _____	
MES AÑO	

Exhibit E: Invoice Reporting Requirements**Monthly Reports**

Implementer shall submit the following files to PG&E by the 15th day of each month:

- Invoice and Financial Files
- Monthly Narrative
- Monthly Deliverable Worksheet
- Accruals and Forecasting

Invoice and Financial Files

Contractor shall submit invoices (as applicable), by the 15th of each month. The invoice shall report activities by Task, expenses according to CPUC categories, and a list of all CPUC allowable costs, as applicable. The file format will be provided by the PG&E Program Manager.

Monthly Narrative

If applicable, the monthly narrative shall include a summary of the Program expenses and achievements and a discussion on the following Program activities occurring during the month:

1. Program Activities Summary (include accomplishments, notable successes, upcoming activities, and issues/concerns)
2. What are your changes in program emphasis or overall strategy?
3. How can PG&E assist with helping this program succeed?
4. For each Program Element (Marketing, Training, Outreach, Retrofits, Other):
 - a. List any activities, events, materials, meetings, outreach, and notable results for the last month.
 - b. Assessment of Program performance and status
 - The program is on target
 - The program is exceeding expectations
 - The program is falling short of expectations
 - c. If falling short, what are the near-term and long-term plans to become successful?
5. Integration and Collaboration Activities.
 - a. Identify attempts to integrate and/or collaborate with other PG&E program offerings, California Energy Efficiency Long Term Strategic Plan objectives, and other organizations and partners.
6. Identify matching funds or in-kind support for tasks completed last month.
7. Changes to contracts, contractors and contractor responsibilities, and staffing changes (include contact information and subcontractor changes), if any.
8. Near term plans for program over the coming months (i.e., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
9. Additional Information

Monthly Deliverable Worksheet

Submit a worksheet (Exhibit XX:) listing specific deliverables for each Task listed in Section 3, Scope of Work.

Quarterly Reports

Implementer will submit a quarterly report narrative that is used in regulatory reporting to the CPUC using the following format:

Program Name: Enter Program Name
Program Number: PGE-XXXX
Quarter: Specify Quarter and Year

1. Program description
2. Administrative activities
3. Marketing activities
4. Project performance/project status
 - Program is on target
 - Program is exceeding expectations
 - Program is falling short of expectations (explain)
5. Achievements: List summary of activities, events, materials, meetings, outreach, deliverables, and notable results for the last quarter.
6. Changes in program emphasis, if any, from previous quarter (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, measures discontinued, budget changes)
7. Discuss near-term plans for the coming months (e.g., marketing and outreach efforts that are expected to significantly increase program participation)
8. Changes to staffing and staff responsibilities, if any
9. Changes to contracts, if any
10. Changes to contractors and contractor responsibilities, if any
11. Number of customer complaints received, if any
12. Revisions to program theory and logic model, if any

Exhibit F: Regulatory Reporting Requirements

1. Program Reporting

This Exhibit details PG&E's regulatory reporting requirements to the CPUC, other than those specified in Exhibit E (Invoice Reporting Requirements). Implementer shall provide PG&E with the information specified below with respect to the prior month's Program activities, accomplishments and expenditures, for purposes of preparing reports required of PG&E by the CPUC, including the current Monthly, Quarterly and Annual Reports to the extent that the information is not provided by Implementer to PG&E through the Invoice Reporting Requirements as required in Exhibit E. Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division. The current reporting requirements are as follows:

2. Monthly Report

Implementer shall provide PG&E with the requisite information to be compiled for the monthly portfolio reporting.

2.1 Program Data

Program Costs (cost reported cumulative-to-date (also referred to as inception-to-date))

- Total cumulative commitments (limited to incentive commitments)

Program Impacts (savings reported cumulative-to-date (also referred to as inception-to-date))

- Total committed (limited to incentive commitments) net kW, kWh and Thermo savings

2.2 Program Changes/New Program Information

If applicable, the following information shall be reported in the Monthly report

- Identification of program terminated during the report month

2.3 Other requirements as determined by the CPUC or the CPUC's Energy Division for monthly reports

3. Quarterly Report

Implementer shall provide PG&E with the requisite information to be compiled for the quarterly portfolio reporting.

3.1 Program Narratives – For the program, a description of the project activities occurring during the quarter, as applicable.

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Discussion of changes in program emphasis (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, measure discontinued, etc.)
- e. Discussion of near term plans for program over the coming months (i.e., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
- f. Changes to staffing and staff responsibilities, if any
- g. Changes to contacts, if any
- h. Changes to subcontractors and subcontractor responsibilities, if any
- i. Program Theory and Logic Model if not already provided in the program's implementation plan, or if revisions have been made.

Implementer will provide additional data or information as required by the CPUC.

4. Reporting Terminology Definitions

- 4.1 **Project Budget** – The Project budget is Implementer's total project budget as authorized by the Contract.
- 4.2 **Direct Implementation Expenditures** – Costs associated with activities that are a direct interface with the Customer or Program participant or recipient (i.e., Implementer receiving training). *(Note: This is still an open issue, the items included in this definition may be changed by the CPUC pending discussion on the application of the State's Standard Practice Manual.)*
- 4.3 **Report Month** – The month for which a particular Monthly Report is providing data and information. For example, a report covering the month of July 2006, but prepared and delivered later than July 2006, would still be titled July 2006.
- 4.4 **Program Strategy** – The method deployed by a program in order to obtain program participation.
- 4.5 **Program Element** – A subsection of a program, or body of program activities within which a single program strategy is employed. (Example: A body of program activities employing both an upstream rebate approach and a direct install approach represents two discrete program elements.)

6. Allowable Costs

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to PG&E, the program administrator. If there is a desire to include additional Allowable Cost elements, PG&E should be contacted in order for the administrator to seek approval from the CPUC.</p>	
	9/29/2009
Cost Categories	Allowable Costs
Administrative Cost Category	
	Managerial and Clerical Labor
	Subcontractor Labor - Clerical
	Subcontractor Labor - Staff Management
	Subcontractor Labor - Staff Supervision
	Human Resource Support and Development
	Subcontractor Labor- Human Resources
	Subcontractor Labor - Staff Development and Training
	Subcontractor Benefits - Administrative Labor
	Subcontractor Benefits - Direct Implementation Labor
	Subcontractor Benefits - Marketing/Advertising/Outreach Labor
	Subcontractor Payroll Tax - Administrative Labor
	Subcontractor Payroll Tax - Direct Implementation Labor
	Subcontractor Payroll Tax - Marketing/Advertising/Outreach Labor
	Subcontractor Pension - Administrative Labor
	Subcontractor Pension - Direct Implementation Labor
	Subcontractor Pension - Marketing/Advertising/Outreach Labor
	Travel and Conference Fees
	Subcontractor - Conference Fees
	Subcontractor Labor - Conference Attendance
	Subcontractor - Travel - Airfare
	Subcontractor - Travel - Lodging
	Subcontractor - Travel - Meals
	Subcontractor - Travel - Mileage
	Subcontractor - Travel - Parking
	Subcontractor - Travel - Per Diem for Misc. Expenses
	Overhead (General and Administrative) - Labor and Materials
	Subcontractor Equipment Communications
	Subcontractor Equipment Computing
	Subcontractor Equipment Document Reproduction
	Subcontractor Equipment General Office
	Subcontractor Equipment Transportation
	Subcontractor Food Service

	Subcontractor Office Supplies
	Subcontractor Postage
	Subcontractor Labor - Accounting Support
	Subcontractor Labor - Accounts Payable
	Subcontractor Labor - Accounts Receivable
	Subcontractor Labor - Facilities Maintenance
	Subcontractor Labor - Materials Management
	Subcontractor Labor - Procurement
	Subcontractor Labor - Shop Services
	Subcontractor Labor - Administrative
	Subcontractor Labor - Transportation Services
	Subcontractor Labor - Automated Systems
	Subcontractor Labor - Communications
	Subcontractor Labor - Information Technology
	Subcontractor Labor - Telecommunications
Marketing/Advertising/Outreach Cost Category	
	Subcontractor - Bill Inserts
	Subcontractor - Brochures
	Subcontractor - Door Hangers
	Subcontractor - Print Advertisements
	Subcontractor - Radio Spots
	Subcontractor - Television Spots
	Subcontractor - Website Development
	Subcontractor Labor - Marketing
	Subcontractor Labor - Media Production
	Subcontractor Labor - Business Outreach
	Subcontractor Labor - Customer Outreach
	Subcontractor Labor - Customer Relations
Direct Implementation Cost Category	
	Financial Incentives to Customers
	Program/Project Management
	Subcontractor Labor - Program Design
	Subcontractor Labor - Program Development
	Subcontractor Labor - Program Planning
	Subcontractor Labor - Program/Project Management
	Activity - Direct Labor
	Subcontractor Labor - Facilities Audits
	Subcontractor Labor - Curriculum Development
	Subcontractor Labor - Customer Education and Training
	Subcontractor Labor - Customer Equipment Testing and Diagnostics
	Installation and Service - Labor
	Subcontractor Labor - Customer Equipment Repair and Servicing
	Subcontractor Labor - Measure Installation

	Direct Implementation Hardware and Materials
	Subcontractor - Direct Implementation Literature
	Subcontractor - Education Materials
	Subcontractor - Energy Measurement Tools
	Subcontractor - Installation Hardware
	Subcontractor - Audit Applications and Forms
	Rebate Processing and Inspection - Labor and Materials
	Subcontractor Labor - Field Verification
	Subcontractor Labor - Rebate Processing
	Subcontractor - Rebate Applications
Evaluation, Measurement and Verification	
	Subcontractor Labor - EM&V
	Subcontractor Materials - EM&V
	Subcontractor Benefits - EM&V Labor
	Subcontractor Overhead - EM&V
	Subcontractor Payroll Tax - EM&V Labor
	Subcontractor Pension - EM&V Labor
	Subcontractor Travel - EM&V

Exhibit G: Contractor, Consultant, and Supplier Code of Conduct

Contractor, Consultant and Supplier Code of Conduct



INTRODUCTION

TO ALL CONTRACTORS, CONSULTANTS, AND SUPPLIERS:

At PG&E Corporation and Pacific Gas and Electric Company (together, PG&E), we understand that a strong commitment to compliance and ethics is the foundation of a successful business. We strive to ensure that every business decision is guided by our commitment to operate with high ethical standards. We're committed to ethical business conduct and compliance with applicable laws, regulations and policies, and we appreciate and expect your equal commitment as you provide goods and services to PG&E. Our expectation also extends to your subcontractors and sub-suppliers.

Any work done for PG&E must be performed in full compliance with all applicable laws, regulations and policies (e.g., environmental, safety, antitrust, and employment), and in accordance with high standards of ethical business conduct.

PG&E must comply with all Sarbanes-Oxley requirements regarding the accounting, contracting and payment for goods and services. PG&E's commitment to compliance requires that our contractors, consultants and suppliers accept orders only when accompanied by an approved PG&E purchase order or charge card. Failure to comply with this requirement may impact our ability to reimburse you for goods or services in a timely manner.

We expect our employees and our contractors, consultants and suppliers to conduct themselves in a professional manner, to refrain from any action that may be considered a conflict of interest, and to treat others with respect, fairness and dignity. PG&E does not tolerate harassment or discrimination.

Additional information on our compliance and ethics commitment, as well the Code of Conduct Handbook for our employees is available on the PG&E Corporation website at http://www.pge-corp.com/aboutus/ethics_compliance/.

If you have questions or concerns about compliance or ethics issues while working for PG&E, please discuss them with your PG&E business contact. You also may call our toll-free Compliance and Ethics Helpline at 1-888-231-2310 with questions on compliance or ethics issues or to report illegal or unethical activities. The Helpline should be used to raise complaints regarding accounting, auditing matters or internal controls, and for reports about questionable accounting and auditing matters. It is available 24 hours a day, 7 days a week, and you may call anonymously.

We regard our supplier base as a critical and necessary extension of our mission, operations and future success, and we thank you for continuing to make compliance and ethics a top priority as you work with PG&E.

Sincerely,

Kent M. Harvey
Senior Vice President and Chief Risk and Audit Officer
PG&E Corporation

PRINCIPLES AND STANDARDS OF ETHICAL SUPPLY MANAGEMENT CONDUCT

PG&E supports the **Principles and Standards of Ethical Supply Management Conduct** as promoted by the Institute for Supply Management:²

1. Avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.
2. Demonstrate loyalty to the employer by diligently following the lawful instructions of the employer, using reasonable care and granted authority.
3. Avoid any personal business or professional activity that would create a conflict between personal interests and the interests of the employer.
4. Avoid soliciting or accepting money, loans, credits or preferential discounts and the acceptance of gifts, entertainment, favors or services from present or potential suppliers that might influence, or appear to influence, supply management decisions.
5. Handle confidential or proprietary information with due care and proper consideration of ethical and legal ramifications and governmental regulations.
6. Promote positive supplier relationships through courtesy and impartiality.
7. Avoid improper reciprocal agreements.
8. Know and obey the letter and spirit of laws applicable to supply management.
9. Encourage support for socially diverse practices.
10. Conduct supply management activities in accordance with national and international laws, customs and practices, your organization's policies and these ethical principles and standards of conduct.
11. Develop and maintain professional competence.
12. Enhance the stature of the supply management profession.

CONDUCT STANDARDS

Safety and Health

PG&E aims to have an injury and illness-free work environment. To this end, PG&E expects you to perform your work in a way that will protect yourself and others, complying with all safety and health rules and procedures. You should look for and resolve unsafe situations and help and encourage others to work safely. When involved in PG&E-related work, you must report to work fit for duty and remain fit for duty during working hours.

Use of Alcohol, Illegal Drugs or Medication

PG&E is committed to a drug and alcohol-free workplace. We expect you to avoid using or being under the influence of alcohol while performing work for PG&E or on PG&E property. (Exception: While engaged in PG&E-related work, you may consume alcohol during non-business hours at PG&E-sponsored special occasions or business meetings, if authorized by a PG&E officer or the next level of management below officer, if such consumption is limited, and if doing so does not otherwise violate applicable legal requirements, such as those of the Nuclear Regulatory Commission or the Department of Transportation.)

² Internet website: www.ism.ws (Social Responsibility, Ethics, Principles and Standards of Ethical Supply Management Conduct)
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We expect that you won't use, possess, sell, provide, or be under the influence of illegal drugs or other controlled substances while engaged in PG&E-related business. Do not allow the use of prescription drugs or over-the-counter medications to affect your ability to work safely or efficiently.

Harassment and Discrimination

PG&E expects you to conduct yourself in a professional manner and to treat others with respect, fairness and dignity. PG&E does not tolerate harassment or discrimination, including behavior, comments, e-mail messages or other conduct that contributes to an intimidating or offensive environment. Slurs based on race, gender, or religion, or any other conduct, remarks, jokes or pictures that encourage or foster an offensive work environment are dealt with seriously. In addition, we expect you to comply with applicable federal, state, and local statutes that prohibit discrimination or harassment based on race, color, religion, age, sex, national origin, ancestry, physical or mental disability, medical condition, veteran status, marital status, sexual orientation, gender identity or any other non-job-related factor.

PG&E Assets

You are responsible for the proper acquisition, use, maintenance and disposal of PG&E assets (e.g., materials, equipment, tools, real property, information, funds, etc.).

- Acquire assets in compliance with procurement policies and procedures, avoiding any real or apparent conflict of interest.
- Use PG&E assets only for legal and ethical activities.
- Protect PG&E assets from damage, waste, loss, misuse or theft, using assets only after appropriate training.
- Dispose of PG&E assets only with appropriate written approval. PG&E's goal is to obtain fair market value for all assets that no longer are needed, unless they are donated with appropriate approval.
- Don't destroy or take intangible assets, including information about PG&E or others obtained in the course of PG&E-related work. This responsibility extends to safeguarding such information after completion of the PG&E-related work.

PG&E assets such as computers, telephones and cell phones, fax machines, copy machines and vehicles are intended primarily for PG&E business. PG&E allows limited personal use of these and similar assets as long as such use is occasional, doesn't result in excessive costs, doesn't interfere with work responsibilities, and is in compliance with laws, regulations, and any business line or local restrictions. Personal use of a vehicle must be incidental to business use.

Other PG&E assets, including such things as construction equipment, tools and similar assets, may be used only for PG&E business; they are not available for non-PG&E use. Exceptions are permitted in emergency situations or with PG&E officer approval.

Privacy

PG&E retains the right to monitor its assets and work environments in compliance with applicable federal, state and local law. It monitors to promote safety, prevent criminal activity, investigate alleged misconduct and security violations, manage information systems, or for other business reasons. Even though limited personal use is permitted, you should have no expectation of privacy if you use PG&E

computer or voicemail systems to create, access, transmit, or store information. Such information is accessible to PG&E even if it is password-protected or deleted by the user.

Endorsements

PG&E does not endorse products or services, nor the firms or individuals who supply them. Favoritism must not be implied by testimonials or endorsements of PG&E's use of any materials, supplies, equipment or service, or by the use of PG&E's name or logo in advertising, publicity or catalogues.

Supplier Diversity

PG&E is committed to providing maximum practical business opportunities to women, minority and disabled veteran-owned business enterprises. However, we do not use set-asides, preferences, or quotas in administering our Supplier Diversity program.

Proprietary Information

You may have access to PG&E proprietary non-public information as you perform your PG&E-related work. Don't use this information for gain or advantage, and never share this information without appropriate PG&E approval.

There are restrictions on the flow of non-public information between Pacific Gas and Electric Company and its affiliated companies, although non-public information may be shared freely with the holding company, PG&E Corporation. You may not act as a conduit for the flow of non-public Pacific Gas and Electric Company information to an affiliate other than PG&E Corporation.

Corporate Records and Disclosures

Accurate records and disclosures are critical to PG&E meeting its legal, financial, regulatory, and management obligations. We expect that you will never misstate facts or omit material information related to PG&E-related business. You must ensure that all records, including disclosures, accounts, reports, bills, invoices, time-worked records, correspondence and public communications are full, fair, accurate, timely and understandable. You must never hide, alter, falsify or disguise the true nature of any transaction.

CONFLICT OF INTEREST STANDARDS

Conflicts with PG&E's Interests

PG&E expects you to exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with PG&E's interests. While engaged in PG&E-related work, you must not accept any employment or engage in any work that creates a conflict of interest with PG&E or in any way compromises the work you are to perform.

Gifts to PG&E Employees

Accepting a gift in a business setting can create a sense of obligation or the appearance of obligation. A gift can be anything of value, including such items as a ticket to a sporting event or play, a non-business meal, a bottle of wine, a coffee cup, a free service, a special discount or an all-expense paid trip to a conference or trade show.

PG&E forbids its employees, as well as members of their immediate families, from accepting gifts from contractors, consultants, suppliers or similar business contacts doing business with or seeking to do business

with PG&E, unless all six of the following conditions are met:

- The value of the item must be less than \$100, and the value of all gifts from one business contact during a 12-month period must not exceed \$250. A gift that exceeds either value must be approved by a PG&E officer. Any such gift to an officer must be approved by the officer's supervisor.
- The item is customary and does not create any appearance of impropriety.
- The item imposes no sense of obligation on the receiver.
- The item results in no special or favored treatment.
- The item could not be considered extravagant, excessive, or too frequent considering all of the circumstances, including the employee's ability to reciprocate at company expense.
- The item is not concealed in any way.

PG&E employees may not accept gratuities of cash, or gift cards redeemable for cash, from past, current, or potential contractors, consultants or suppliers.

"Customary business meals" are not considered gifts. These are routine meals, similar in cost to PG&E employees' meals when they entertain clients.

In addition to the restrictions on gifts, employees and members of their families must never accept a loan or payment from a contractor, consultant, supplier or similar business contact under terms that aren't available to the general public.

KEY COMPLIANCE AREAS

Environmental Laws and Regulations

PG&E is committed to being an environmental leader and demonstrating this through its actions. PG&E pledges to think creatively, work cooperatively and be results-oriented in its environmental stewardship efforts. We expect that your PG&E-related decisions will reflect this commitment. PG&E's Environmental Framework is available at http://www.pgecorp.com/corp_responsibility/environmental/.

In some cases, PG&E may have special permits or programs in place that affect you. Communication with the PG&E contract manager is extremely important to understand any special environmental requirements that may apply to you.

Sarbanes-Oxley

PG&E must comply with all Sarbanes-Oxley requirements regarding the accounting, contracting and payment for goods and services. PG&E's commitment to compliance requires that you accept orders only when accompanied by an approved PG&E purchase order or charge card. Failure to comply with this requirement may impact our ability to reimburse you for goods or services in a timely manner.

Political Laws

Government officials shape the legal and regulatory environment in which PG&E operates. If you interact on PG&E's behalf with government officials or candidates for public office, you must understand and comply with the laws and PG&E policies that control PG&E's participation in the political process including, but not limited to, limitations on gifts, the approval process for contributions, and regulatory reporting requirements.

Insider Trading

PG&E expects that you will never make investment decisions regarding any equity or debt securities based

on information obtained in the course of your PG&E-related work if the information 1) has not been publicly disseminated and 2) could have a material effect on the value of the investment. Examples of such information include expansion plans, major management changes, dividend rates, earnings, mergers and significant new contracts or projects. Using this information is against PG&E's policy and may violate laws or regulations.

Copyright Laws

Copyrighted works may include newsletters, magazine articles, newspapers, books, videotapes, drawings, musical recordings and software. Copyright law protects such works even if they do not include a copyright notice. If you wish to copy material for distribution related to PG&E work, we expect that you will obtain permission from the copyright holder before making copies.

Computer software typically is covered by licensing agreements that prohibit unauthorized use or copying. Do not make unauthorized copies of software that is licensed to PG&E. We expect that you will not load unlicensed software onto PG&E computer equipment or download unauthorized software from the Internet.

HOW TO REPORT QUESTIONABLE ACTIVITIES

The standards of conduct described in this code are critical to the ongoing success of PG&E's relationship with its contractors, consultants and suppliers. If you encounter questionable activities, we encourage you to immediately bring them to our attention through your PG&E business contact or PG&E's Compliance and Ethics Helpline at 1-888-231-2310. You also can contact the Compliance and Ethics Helpline if you have concerns about questionable accounting or auditing matters or internal controls (collectively, "accounting complaints").

The Helpline is available 24 hours a day, 7 days a week. It's a multilingual service that provides a safe place to ask compliance and ethics questions or to communicate concerns. Helpline calls are handled confidentially, to the extent permitted by the law, and can be submitted anonymously, without fear of retribution. PG&E prohibits retaliation against anyone raising complaints or involved in investigations.

The information provided and procedures set forth in this code of conduct do not confer contractual rights of any kind on any contractor, consultant or supplier or create contractual obligations of any kind for PG&E.

Exhibit H: Guidelines for Trademark/Trade Name/Logo Use in Co-Marketing Activities

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

1. General Rules Regarding PG&E Name

- Any Implementer document, Web site, etc. shall refer to PG&E by its full name, i.e., "Pacific Gas and Electric Company."
- Implementer may refer to PG&E as "PG&E" as long as "PG&E" is defined elsewhere in the document as an abbreviation for "Pacific Gas and Electric Company."

2. Uses That Are Permitted Without Further Authorization

Except as provided otherwise provided by Implementer's Contract, Implementer may make factual statements regarding Implementer's relationship with Pacific Gas and Electric Company, subject to the terms and conditions of the Contract, the limitations stated in No. 1, above, and the following additional limitation:

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

Example of allowable use:

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

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

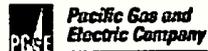
3. Uses That Are Permitted Following Consultation With Law Department

Implementer may make factual statements regarding their relationship with Pacific Gas and Electric Company, and use the company logo as part of that communication, subject to the limitations in No. 1, above, and with the following additional limitations:

- Statement(s) may not endorse Implementer's products, services, etc.
- The PG&E Law Department should review the proposed use and assess the potential exposure to PG&E, and may require that Implementer sign a use agreement regarding their use of the PG&E logo. Implementer shall coordinate with the PG&E Law Department review through the PG&E Program Manager.
- The logo must conform to Corporate Identity Guidelines at PG&E's sole and absolute discretion. The PG&E Program Manager shall provide the Corporate Identity Guidelines to Implementer during Program Set-up.

Example of uses that require Law Department review:

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



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



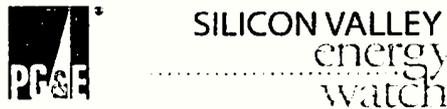
4. Uses That Are Permitted Following Consultation With The Law Department And Corporate Communications

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

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

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

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



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

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

Examples of uses that will require management review and discussion:

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

A product or service truck bearing the following logos:



Exhibit I: Non-Disclosure and Use of Information Agreement

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 technical information and materials including, but not limited to, information relating to drawings, maps, reports, specifications and records and/or software, data, computer models, and related documentation, which are owned by PG&E, its parent company, subsidiaries or affiliates, and/or owned by third parties and in the possession of or licensed to PG&E, and which constitute valuable, confidential and proprietary information, know-how, and trade secrets, belonging to PG&E, its parent company, subsidiaries or affiliates and/or third parties (collectively, "Proprietary Information").
2. In consideration of being made privy to such Proprietary Information, and of the contracting for the Recipient's professional services by PG&E, the Recipient hereby shall, to the extent allowed by the California Public Records Act, hold the same in strict confidence, and not to 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 Proprietary Information:
 - a. Shall be used only for the purpose of providing services or work for PG&E; and
 - b. Shall not be reproduced, copied, in whole or in part, 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 therefrom, be returned to PG&E when no longer needed for the performance of Undersigned's services for PG&E.
3. The Recipient hereby agrees that any third parties owning any Proprietary 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

COMPANY

Name: _____
(Print)

Company Name: _____

Name: _____
(Signature)

Signature: _____
(Authorized Agent of Company)

Title: _____

Name: _____
(Print)

Company: _____

Title: _____

Date: _____

Date: _____

Exhibit J-1: Access Agreement for Monitoring Equipment

NOTE: Access agreement to be used for Contractor access where monitoring equipment is installed.

ACCESS AGREEMENT

INTRODUCTION

This agreement is between [Implementer] and

_____ (Owner).

As used throughout this document, Implementer and Owner are individually referred to as "Party" and collectively as "Parties". [Describe reason and purpose for needing access to premises]. Description will constitute "Project". Owner grants access to [location], described below as "Facility".

The Owner agrees to grant Implementer access to that Facility for the purposes of this Project.

[Implementer] is receiving funds from PG&E for this Project, but Parties agree that PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement.

The following terms will govern this Project:

[Implementer] AGREES:

1. **Owner Convenience.** To coordinate visits to the Facility with the Owner, so as to minimize any disruptions or inconvenience to the Owner.
2. **Installation.** To install, operate and maintain any test or monitoring Equipment necessary for the Project in a manner that is acceptable to the Owner.
3. **Costs.** To bear all of the actual costs associated with performing the Project.
4. **Compliance with Laws.** To comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the Facility or to the Project.
5. **Confidentiality.** Not to use the names or identifying characteristics of the Owner or Owner's Facility for published project reports, advertising, sales promotion or other publicity without the Owner's written approval.
6. **Removal.** To remove the Equipment upon completion of the Project, and to leave the Facility in substantially the same condition it was prior to the Project.

OWNER AGREES:

7. **Permission.** To permit [Implementer], or its subcontractors, to visit and monitor the Facility, and to install the Equipment for purposes of the Project.
8. **Access.** To permit [Implementer] reasonable access to and egress from the Facility during normal business hours to carry out the work of this study, and to direct Owner's employees and contractors to cooperate with [Implementer] in the conduct of this study.
9. **Equipment Ownership.** That Owner has no ownership, interest or title in the Equipment.
10. **Removal.** To permit removal of the Equipment at any time by [Implementer].
11. **Confidentiality.** Not to use the names or identifying characteristics of [Implementer] or PG&E for any advertising, sales promotion or publicity of any kind without prior written approval by [Implementer].

BOTH PARTIES AGREE:

- 12. **Incidental and Consequential Damages:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
- 13. **Term of Agreement.** The term of this Agreement shall not exceed ____ month(s) without written agreement of both Parties. It is anticipated that the test period will be approximately ____ month(s) from installation of the Equipment.
- 14. **Termination.** Either Party shall have the right to terminate this Agreement at any time. In the event of termination, Implementer shall be granted access to the Facility in order to remove the Equipment. Furthermore, the provisions of this Agreement regarding use of names and ownership (clauses 5, 11 and 15) shall remain in force following termination.
- 15. **Ownership of Information.** Implementer may provide the Owner with information about its findings regarding this Project, but Implementer shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, or other written, recorded, photographic or visual materials (hereinafter "Information") produced and collected during the term of this agreement.
- 16. **General.** This Agreement shall be binding upon and inure to the benefit of any successors, transferees, heirs and assigns of the Parties. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of laws of another jurisdiction.
- 17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.
- 18. **If Tenant.** If the Facility is under lease, the Owner's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Owner hereunder.

AGREED AND ACCEPTED:

IMPLEMENTER

Signed: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Date: _____

CUSTOMER

Signed: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Date: _____

Exhibit J-2: Access Agreement for Non-Monitoring Equipment

NOTE: Access agreement to be used for Implementer access where no monitoring equipment is installed.

ACCESS AGREEMENT

INTRODUCTION

This agreement is between [Implementer] and

_____ (Owner).

As used throughout this document, Implementer and Owner are individually referred to as "Party" and collectively as "Parties". [Describe reason and purpose for needing access to premises]. Description will constitute "Project". Owner grants access to [location], described below as "Facility".

_____.

The Owner agrees to grant Implementer access to that Facility for the purposes of this Project.

[Implementer] is receiving funds from PG&E for this Project, but Parties agree that PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement.

The following terms will govern this Project:

[Implementer] AGREES:

- 1. **Owner Convenience.** To coordinate visits to the Facility with the Owner, so as to minimize any disruptions or inconvenience to the Owner.
- 2. **Costs.** To bear all of the actual costs associated with performing the Project. [This may need to be modified if Owner is funding part of audit]
- 3. **Confidentiality.** Not to use the names or identifying characteristics of the Owner or Owner's Facility for published project reports, advertising, sales promotion or other publicity or public disclosure without the Owner's written approval.

OWNER AGREES:

- 4. **Permission.** To permit [Implementer], or its subcontractors, to visit and monitor the Facility, and to install the Equipment for purposes of the Project.
- 5. **Access.** To permit [Implementer] reasonable access to and egress from the Facility during normal business hours to carry out the work of this study, and to direct Owner's employees and contractors to cooperate with [Implementer] in the conduct of this study.
- 6. **Confidentiality.** Not to use the names or identifying characteristics of [Implementer] for any advertising, sales promotion or publicity or public disclosure of any kind without prior written approval by [Implementer].

BOTH PARTIES AGREE:

- 7. **Incidental and Consequential Damages:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
- 8. **Term of Agreement.** The term of this Agreement is from ___ to ____.
- 9. **Ownership of Information.** Implementer may provide the Owner with information about its findings regarding this Project, but Implementer shall have all ownership rights, including exclusive copyright ownership, in all data,

reports, research results, summaries, information, or other written, recorded, photographic or visual materials (hereinafter "Information") produced and collected during the term of this agreement.

10. **If Tenant.** If the Facility is under lease, the Owner's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Owner hereunder.

AGREED AND ACCEPTED:

IMPLEMENTER

CUSTOMER

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Date: _____

Date: _____

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1.0 DEFINITIONS

- 1.1 "Change Order": A revision or modification to the Contract reflected on a PG&E Field Order form or a PG&E Change Order form.
- 1.2 "Consultant" or "Contractor": Party or parties entering into this Contract with PG&E for the Work.
- 1.3 "Contract": This agreement between PG&E and Consultant, including the Specification and appendices, together with any other material specifically incorporated therein.
- 1.4 "Party" or "Parties": PG&E or Consultant or both.
- 1.5 "PG&E": Pacific Gas and Electric Company.
- 1.6 "Specification": PG&E's specification which includes the specific conditions, these general conditions, and any addenda to these.
- 1.7 "Subcontract": An agreement between Consultant and Subcontractor or between Subcontractors at any level for a portion of the Work under this Contract.
- 1.8 "Subcontractor": Party or parties entering into a Subcontract with Consultant or another Subcontractor to perform a portion of the Work covered by the Contract.
- 1.9 "Work": 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 Consultant under this Contract.

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

3.0 SUBCONTRACTS: Consultant shall not enter into Subcontracts without the prior written approval of PG&E. PG&E's approval of any Subcontract shall not relieve Consultant of its obligations to PG&E under this Contract. The provisions and obligations of this Contract shall apply to any Subcontract and Consultant shall be responsible to PG&E for any damages to PG&E arising out of Subcontracts not in accordance with this Contract. Nothing in this Contract shall create any contractual relations between a Subcontractor and PG&E.

4.0 CONFLICT OF INTEREST/BUSINESS ETHICS

- 4.1 **REASONABLE CARE:** Consultant shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PG&E's interest.
- 4.2 **OTHER EMPLOYMENT:** During the term of this Contract, Consultant or its employees will not accept any employment or engage in any work which creates a conflict of interest with PG&E or in any way compromises the Work to be performed under this Contract.
- 4.3 **GIFTS:** Consultant 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.

GC-1

- 4.4 **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.
- 4.5 **NOTIFICATION:** The Consultant shall immediately notify PG&E of any and all violations of this clause upon becoming aware of such violation.

5.0 AVAILABILITY OF INFORMATION

- 5.1 **ACCESS:** PG&E's duly authorized representatives shall have, during the term of the Contract and for three years thereafter, access at all reasonable times to all of the Consultant's and its Subcontractors' personnel, accounts and records of all description, including but not limited to computer files, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the Work, reimbursable costs, amounts claimed by the Consultant, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes including any and all records of the Consultant for the purpose of verifying compliance with the Conflict of Interest/Business Ethics provision (Section 4) included in this Contract .
- 5.2 **APPLICABILITY:** This Section 5 shall apply to all PG&E contracts but shall not apply to pricing for contracts performed solely on a lump-sum basis. However, where lump-sum and time and materials work (unit price, reimbursable cost, fixed rates, etc.) are performed together, either as a part of this Contract or as separate contracts, then the above audit right shall also extend to PG&E access to all Consultant's records pertaining to all PG&E contracts including the lump-sum for assurance that the portions of the Work performed on a time and materials basis are not being charged with time, material or other units or cost which are intended to be covered by lump-sum or fixed rates, etc., provided herein, supplement hereto or in such other agreements.
- 5.3 **ACCOUNTING:** The Consultant's and its Subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Contract and the basis for charges or allocations to the Contract.
- 5.4 **TIME PERIOD:** The Consultant and its Subcontractors shall preserve all such accounts and records for a period of three years after the term of the Contract. PG&E's duly authorized representatives shall have the right to reproduce any such accounts and records.
- 5.5 **ADJUSTMENTS:** Consultant shall promptly adjust any inaccuracy in the billings. Adjustments shall accrue interest, compounded monthly, at a rate equal to the prime rate charged by the Bank of America, NT&SA, San Francisco, California, at the beginning of each month, from the date of payment of the invoice being adjusted to the date that the adjustment is paid.
- 5.6 **SUBCONTRACTORS:** The Consultant shall include the necessary provisions in its Subcontracts to ensure that its Subcontractors comply with this Section 5.

6.0 BILLING AND PAYMENT

- 6.1 **BILLING AND PAYMENT FOR LUMP SUM WORK:** The terms of this Paragraph 6.1 shall apply to all Work performed on a lump sum basis.
- 6.1.1 **INVOICE SUBMITTAL INSTRUCTIONS:** Consultant shall submit a monthly invoice to PG&E for compensation earned in the preceding calendar month.

Consultant shall submit invoices to PG&E in accordance with the requirements of this Paragraph 6.1 and with the instructions printed in the Contract or Contract Change Order. The Consultant shall include the Contract number, and if applicable the Contract Work Authorization number, on the invoice.

- 6.1.2 **INVOICE DEFICIENCIES:** Should PG&E determine that Consultant's invoice does not meet the invoicing requirements of this Contract, PG&E will notify Consultant of the deficiencies or return the invoice to Consultant with noted deficiencies. Consultant shall provide to PG&E such documents or information correcting such deficiencies, or for invoices returned to Consultant, Consultant shall resubmit a corrected invoice.
- 6.1.3 **PG&E PAYMENT:** Payment by PG&E to Consultant for Work performed on a lump sum basis will be monthly, 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, within thirty (30) days after receipt of a correct invoice. Payment of the balance of the amount will occur at the end of the Contract after all Work is satisfactorily completed.
- 6.1.4 **FINAL INVOICE:** The final invoice shall be marked "FINAL" and must be received by PG&E within sixty (60) calendar days after completion of the Work. PG&E will not be liable for payment of any late invoices that are received by PG&E beyond the 60 days.
- 6.1.5 **BILLING RATES AND CONFLICTS:** Consultant'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 Consultant's overhead costs, administrative and general fees, and profit. To the extent such lump sum price(s), or any invoice or other billing instrument as provided for in this Section 6 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.
- 6.2 **BILLING AND PAYMENT FOR TIME AND MATERIALS AND UNIT PRICE WORK:** The terms of this Paragraph 6.2 shall apply to all Work performed on a time and materials or unit price basis.
- 6.2.1 **INVOICE SUBMITTAL INSTRUCTIONS:** Consultant shall submit invoices to PG&E in accordance with the requirements of this Paragraph 6.2 and with the instructions printed in the Contract or Contract Change Order. The Consultant shall include the Contract number, and if applicable the Contract Work Authorization number, on the invoice.
- 6.2.2 **MONTHLY INVOICE:** Consultant shall submit a monthly invoice to PG&E for 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:
- 6.2.2.1 **Status**
- Task description.
 - Estimated cost to complete.
 - Total cost incurred to date.
 - Percentage of Work completed and date completed.

- 6.2.2.2 Labor
- Employee name.
 - Employee labor classification.
 - Employee salary rate.
 - Number of hours spent.
 - Billing rate.
- 6.2.2.3 Reimbursable Expenses
- Unit cost and quantity of each item of expense.
- 6.2.3 BILLING RATES AND CONFLICTS: Consultant's billing rates or fees stated in the Contract fee schedule shall not change during the term of this Contract without prior written approval by PG&E. These billing rates and fees shall be inclusive of all Consultant'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 Section 6 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.
- 6.2.3.1 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 Consultant's employee is actually compensated. If applicable, Consultant's overhead cost shall not be applied to the premium portion of the overtime cost.
- 6.2.3.2 Individuals other than employees of Consultant (nonemployees) retained by Consultant, such as Subcontractors, outside consultants, or agency personnel, shall not be billed as Consultant's employees and shall be shown separately on the invoice. Such nonemployees working in Consultant's established office under Consultant's direct supervision shall be billed to PG&E at the cost charged to Consultant times 1.05. All other nonemployees shall be billed at Consultant's direct costs.
- 6.2.4 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 paragraph 6.2.4 shall be authorized in writing by PG&E's authorized representative prior to expenditure by the Consultant; any expenses not so approved by PG&E shall not be reimbursed.
- 6.2.4.1 Overhead costs will not be reimbursed as expenses. Miscellaneous costs, such as routine telephone communications, routine copying, electronic mail, facsimile transmissions, computer time and use of in-house technical software are considered to be part of Consultant's overhead costs.
- 6.2.5 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 Consultant's expense.

- 6.2.6 MILEAGE AND USE OF PERSONAL CAR:** In the event Consultant uses its personal car in the performance of Work under the Contract 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.
- 6.2.7 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, Consultant shall retain them for the term of the audit period.
- 6.2.7.1** Each invoice shall be assembled such that attached supporting documentation shall be placed in the order listed in the invoice, and each item of expense chargeable to PG&E shall be highlighted or clearly delineated.
- 6.2.8 INVOICE DEFICIENCIES:** Should PG&E determine that Consultant's invoice does not meet the invoicing requirements of this Contract, PG&E will notify Consultant of the deficiencies or return the invoice to Consultant with noted deficiencies. Consultant shall provide to PG&E such documents or information correcting such deficiencies, or for invoices returned to Consultant, Consultant shall resubmit a corrected invoice.
- 6.2.9 FINAL INVOICE:** The final invoice shall be marked "FINAL" and must be received by PG&E within sixty (60) calendar days after completion of the Work. PG&E will not be liable for payment of any late invoices that are received by PG&E beyond the 60 days.
- 6.2.10 UNIT PRICE BASIS:** When invoices include Work performed on a unit price basis, Consultant shall attach to the invoice a list stating the unit price item numbers, unit prices, quantities, dollar amounts and other information as required to identify the Work.
- 6.2.11 PG&E PAYMENT:** Payment by PG&E to Consultant 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. All payments will be made, subject to PG&E approval, within thirty (30) days after receipt of a correct, itemized invoice. Payment of any remaining balance of the amount due will occur at the end of the Contract after all Work is satisfactorily completed.
- 7.0 PRIOR WORK:** Services performed by Consultant 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.
- 8.0 NO GUARANTEE OF WORK: THIS IS NOT AN EXCLUSIVE CONTRACT. THIS CONTRACT DOES NOT GUARANTEE THE CONSULTANT ANY WORK NOR IS THERE ANY GUARANTEE AS TO ANY VOLUME OR DURATION OF WORK.**
- 9.0 ADDITIONAL WORK OR CHANGES IN WORK**
- 9.1 PROCEDURE FOR ADDITIONAL WORK: BEFORE PROCEEDING WITH ANY WORK INVOLVING POSSIBLE CLAIMS FOR EXTRA COMPENSATION NOT SPECIFIED IN**

THE CONTRACT, CONSULTANT SHALL SUBMIT IN WRITING TO PG&E A DETAILED ESTIMATE OF THE COST FOR SUCH WORK. Consultant shall provide PG&E with a detailed breakdown and estimated cost of such anticipated contract work, including extensions and Change Orders, as follows:

- 9.1.1 Description of work to be performed including detailed breakdown by identifiable tasks.
- 9.1.2 Estimated cost of each task.
- 9.1.3 Expected date of completion of each task.
- 9.2 **APPROVAL NEEDED FOR ADDITIONAL WORK:** Consultant shall not proceed with any such additional work prior to receiving written authorization or a Change Order issued to Consultant by PG&E. CONSULTANT AGREES THAT ALL COSTS FOR ANY SUCH MODIFICATION OR CHANGE THAT IS PERFORMED BY CONSULTANT WITHOUT PG&E'S PRIOR WRITTEN APPROVAL SHALL BE AT CONSULTANT'S SOLE RISK AND EXPENSE.
- 9.3 **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.
- 10.0 **AMENDMENTS:** NO MODIFICATION OR CHANGE TO THIS CONTRACT SHALL BE BINDING OR EFFECTIVE UNLESS EXPRESSLY SET FORTH IN WRITING BY CHANGE ORDER AND SIGNED BY PG&E'S REPRESENTATIVE AUTHORIZED TO EXECUTE THE CONTRACT.
- 11.0 **ASSIGNMENT:** Neither party may assign any of its rights, voluntarily or involuntarily, whether by operation of law or any other manner, or delegate any performance under this Contract, without the prior written consent of the other party. Any purported assignment or delegation of performance in violation of this provision is void. Subject to the foregoing, this Contract is binding upon and shall inure to the benefit of the successors and assigns of the parties.
- 12.0 **REPLACEMENT OF PERSONNEL**
 - 12.1 **BY CONSULTANT:** Consultant acknowledges that in the event that the individuals who are initially assigned by Consultant to perform services under this Contract are removed, replaced or reassigned by Consultant, such removal, replacement, or reassignment may result in serious harm and costs to PG&E. Consultant agrees not to remove, replace or reassign such individuals without the approval of PG&E. Such approval shall not be unreasonably withheld or delayed. Consultant will make reasonable efforts to maintain continuity in its staffing and will provide PG&E with ample notification if any such changes are made. Consultant agrees not to charge PG&E for the time spent in familiarizing replacement personnel with the Work.
 - 12.2 **BY PG&E:** If PG&E finds Consultant's employee to be unsatisfactory, Consultant shall replace said employee immediately. This provision does not in any way require, endorse or approve (expressed or implied) the termination of employment by the Consultant of any employee replaced under the terms of this paragraph.
- 13.0 **SAFETY PRECAUTIONS AND PROTECTION OF PROPERTY:** Consultant shall plan and conduct its Work to safeguard persons and property from injury. Consultant shall direct performance of Work in compliance with reasonable safety and work practices and applicable federal, state and local laws, rules and regulations, including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California

Division of Occupational Safety and Health. PG&E may designate safety precautions in addition to those in use or proposed by Consultant. PG&E reserves the right to inspect the Work and to halt Work to ensure compliance with reasonable and safe work practices and with applicable federal, state, and local laws, rules and regulations. Neither the requirement that Consultant follow said practices and applicable laws, rules and regulations, and any special instructions given by PG&E nor the adherence thereto by Consultant shall relieve Consultant of the sole responsibility to maintain safe and efficient working conditions.

14.0 DRUG AND ALCOHOL ABUSE POLICY

14.1 **PREFACE:** Pacific Gas and Electric Company 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 abuse policy for access to PG&E facilities by its Consultant and Subcontractor personnel.

14.2 **COVERAGE:** This policy applies to the personnel of all PG&E Consultants, Contractors and Subcontractors performing any Work or services at PG&E offices and/or any other PG&E facilities.

14.3 **POLICY:**

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

14.3.1.1 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

14.3.1.2 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.

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

14.3.2.1 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;

14.3.2.2 Possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

14.3.3 Where reasonable cause exists that paragraph 14.3.2 of this policy has been violated, the Consultant, Contractor or Subcontractor must inform PG&E. The Consultant, 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.

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- 14.3.3.1 Search the individual, his or her vehicle, locker, storage area, and personal effects;
- 14.3.3.2 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;
- 14.3.3.3 Take any other appropriate action to determine if there has been a violation of paragraph 14.3.2.
- 14.3.3.4 Refusal to comply with a request made under paragraph 14.3.3 shall be grounds for denying access to, or immediate removal from, any PG&E facility.

14.3.4 Any individual who has been denied access to, or removed from, PG&E facilities for violating this policy may obtain permission to enter or reenter provided the individual establishes, to the satisfaction of their 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.

15.0 LAWFUL DISPOSAL OF SAMPLED AND OTHER WASTE

If the scope of Work under this Contract requires Consultant to perform hazardous waste site investigations, the following provisions shall apply:

- 15.1 PG&E will be responsible for disposal of onsite samples. Charges for disposal of samples taken offsite for testing are included in the Consultant's proposed rates.
- 15.2 Consultant shall lawfully dispose of all test samples after completion of the required tests, along with any residue or byproducts of the testing process. Consultant shall comply with all of the existing 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.

16.0 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 produced in the performance of this Contract. Consultant shall retain no ownership, interest, or title in them except as may otherwise be provided in the Contract.

17.0 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 Section 16, "Ownership of Deliverables" (collectively, the "Developments"), conceived, developed, implemented, or produced by Consultant in the performance of this Contract, and Consultant shall retain no ownership, interest or title in or to them except as otherwise provided in this Contract. Consultant 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.

- 18.0 USE AND REPRODUCTION RIGHTS:** If and to the extent that Consultant retains any preexisting rights in any materials furnished hereunder, including Developments, Consultant 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 Consultant 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.
- 19.0 INFRINGEMENT PROTECTION:** Consultant represents to PG&E that the material to be prepared under this Contract will not infringe upon the copyright, patent or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Consultant agrees to indemnify and hold PG&E, its parent company, subsidiaries and/or affiliates, harmless from and against any and all liabilities, costs and damages arising out of any such infringement, and from any suit, demand or claim made against PG&E, its parent company, subsidiaries and/or affiliates, alleging any such infringement or violation. In addition to the foregoing, if there is such a suit, demand or claim, Consultant agrees, as soon as possible, to either procure for PG&E the right to continue using the material, replace the material with non-infringing material or modify it so it becomes non-infringing; provided, however that the replaced or modified material shall be equal to that contracted for hereunder and satisfactory to PG&E. Consultant further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim, and pay any reasonable attorney's fees incurred by PG&E in defense against such suit.
- 20.0 COPYRIGHT REGISTRATION:** Notice of PG&E copyright ownership shall be placed by Consultant 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 in this Contract. 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.
- 21.0 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 Consultant, or for processes or methods employed by Consultant in performing the services, shall be included in the Contract price.
- 22.0 DELIVERY AND RETENTION OF RECORDS:** To the extent PG&E does not otherwise specifically request delivery of records or results, Consultant agrees to retain all records and results of Work performed under this Contract for a period of not less than two years from the date the Work is accepted by PG&E. At PG&E's request Consultant 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.
- 23.0 PUBLIC RELEASE OF RESULTS:** Consultant 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. Consultant 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.
- 24.0 CONSULTANT'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 Consultant's use in the performance of services under this Contract shall remain the confidential

property of PG&E and shall be returned to PG&E immediately upon completion of Consultant's use for the performance of the Work or earlier upon the request of PG&E.

- 25.0 **CONFIDENTIALITY:** In the course of performing the services under this Contract, Consultant may have access to confidential commercial or personal information concerning, but not limited to, technological, ratemaking, legislative and personnel matters and practices of PG&E, its parent company, subsidiaries, affiliates, or members of the public. Consultant agrees not to disclose any such 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.
- 26.0 **PUBLIC TESTIMONY:** It is further agreed between the Parties that, if requested by PG&E, Consultant 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.
- 27.0 **WARRANTY:** Consultant warrants to PG&E that the Work under this Contract shall be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Work is performed so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Contract and related specifications.
- 28.0 **INDEMNIFICATION**

- 28.1 Consultant shall indemnify, hold harmless and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: i) injury to or death of persons, including but not limited to employees of PG&E or Consultant; (ii) injury to property or other interests of PG&E, Consultant, or any third party; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Consultant's performance of, or failure to perform, this Contract, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the sole negligence or willful misconduct of PG&E, its officers, managers, or employees.
- 28.2 Consultant acknowledges that any claims, demands, losses, damages, costs, expenses, and liability that arise from or are in any way connected with the release or spill of any legally designated hazardous material or waste and arise from or is in any way connected with the Work performed under this Contract, are expressly within the scope of this indemnity. Likewise, the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability or the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.
- 28.3 Consultant shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity. Consultant shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract.

29.0 INCIDENTAL AND CONSEQUENTIAL DAMAGES: PG&E SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS, COMMITMENTS TO SUBCONTRACTORS, RENTAL OR LEASE AGREEMENT(S), AND PERSONAL SERVICES CONTRACTS, UNLESS EXPRESSLY AUTHORIZED IN WRITING BY PG&E.

30.0 INSURANCE REQUIREMENTS

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

30.1 Workers' Compensation and Employers' Liability

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

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

30.2 Commercial General Liability

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

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

30.2.3 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 Consultant. (ISO Form CG2010 or equivalent is preferred). In the event 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 Consultant are additional insureds under a blanket endorsement."; b) Be endorsed to specify that the Consultant's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

30.3 Business Auto

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

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

30.4 Professional Liability Insurance

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

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

30.5 Additional Insurance Provisions

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

30.5.2 The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.

30.5.3 PG&E uses a third party vendor, Exigis, to confirm and collect insurance documents. Vendor and broker will be required to register as "service provider." Certificates of insurance and endorsements shall be signed and submitted by a person authorized by that insurer to bind coverage on its behalf, and submitted through the Exigis website at: <https://prod1.exigis.com/pge> Helpline: 1 (888) 280-0178

Certificate Holder:

Pacific Gas and Electric Company
c/o Exigis
<https://prod1.exigis.com/pge>

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

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

31.0 FORCE MAJEURE: Neither PG&E nor Consultant 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 of the affected Party. In the event either Party claims that performance of its obligations was prevented or delayed by any such cause, that Party shall promptly notify the other Party of that fact, and of the circumstances preventing or delaying performance. Such Party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to remove the obstacles which preclude performance.

32.0 EQUAL OPPORTUNITY LAWS

32.1 FEDERAL REGULATIONS: During the performance of this Contract and to the extent they may be applicable to this Contract, the Consultant agrees to comply with all laws, orders, and regulations included by summary or reference in the following paragraphs:

32.1.1 Equal Employment Opportunity--Executive Order No. 11246, 41 CFR Part 60-1: (Contracts of \$10,000 or more) Provides that Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin and further that Consultant shall take affirmative action to ensure that applicant and employees are treated without regard to their race, color, religion, sex, or national origin.

32.1.2 CERTIFICATION OF NONSEGREGATED FACILITIES--41 CFR 60-1.8: (Contracts of \$10,000 or more) Consultant hereby certifies that Consultant will not maintain or provide segregated facilities for its employees and will not permit its

employees to perform their services at any location under Consultant's control, where segregated facilities are maintained.

- 32.1.3 CONSTRUCTION CONTRACTORS-AFFIRMATIVE ACTION REQUIREMENTS--** 41 CFR Part 60-4: (Contracts exceeding \$10,000) Establishes procedures for soliciting and awarding federal or federally assisted construction contracts.
- 32.1.4 LISTING OF EMPLOYMENT OPENINGS--Executive Order 11701:** (Contracts of \$10,000 or more) Consultant will list employment openings with the Employment Development Department in accordance with the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Executive Order 11701. The affirmative action clause set forth in 41 CFR 60-250.4 is incorporated herein by reference.
- 32.1.5 EMPLOYMENT OF THE HANDICAPPED--Rehabilitation Act of 1973,** 41 CFR Part 60-741: (Contracts of \$2,500 or more) The affirmative action clause and the regulations contained in 41 CFR 60-741.4, and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps, are incorporated by reference in this Contract.
- 32.1.6 FILING PROGRAM SUMMARIES AND PREPARING AFFIRMATIVE ACTION PLANS--Executive Order 11246, 41 CFR Part 60-2:** (Contracts of \$50,000 or more) If the value of this Contract is \$50,000 or more and the Consultant has 50 or more employees, the Consultant agrees to file appropriate affirmative action program summaries in accordance with existing regulations and develop and maintain a current written affirmative action compliance program at each of its establishments.
- 32.1.7 VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE--Act of 1974,** Title 41, Chapter 60, Part 250: (Contracts of \$10,000 or more) The affirmative action clause and the regulations pertaining to the employment of disabled veterans and veterans of the Vietnam era are incorporated by reference in this Contract.
- 32.1.8 AMERICANS WITH DISABILITIES ACT--42 U.S.C. Section 12101, et seq.:** Consultant agrees that, to the extent it may be applicable to this Contract, Consultant shall comply with the Americans with Disabilities Act.
- 32.2 PG&E'S POLICY:** It is PG&E's policy that Women, Minority, and Disabled Veteran Business Enterprises (WMDVBEs) shall have the maximum practicable opportunity to participate in providing the products and services PG&E purchases.
- 32.2.1** For all PG&E contracts, the Consultant agrees to comply, and to require all Subcontractors and sub-subcontractors to comply, with PG&E's Supplier Diversity Purchasing Policy, as set forth in Exhibit 1 hereto. The Consultant shall provide to each prospective Subcontractor a copy of Exhibit 1.
- 32.2.2** In addition, for contracts exceeding \$500,000 (or \$1 Million for construction contracts), the Consultant 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 terms prescribed in Exhibit 2.
- 32.2.2.1** 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 do not contain subcontracting potential.

32.2.3 For all PG&E contracts, the Consultant shall act in accordance with the Subcontracting Plan in the performance of the Work and in the award of all subcontracts.

- 33.0 **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, Consultant, its employee, agents, and Subcontractors may be exposed to chemicals on the Governor's list. Consultant is responsible for notifying its employees, agents, and Subcontractors that Work performed hereunder may result in exposures to chemicals on the Governor's list.
- 34.0 **TAX WITHHOLDING:** Consultant represents and warrants that it will withhold all taxes, if any, which are required to be withheld under applicable law with respect to payments to persons hired by Consultant who perform services for PG&E. Consultant shall indemnify and hold PG&E harmless, on an after-tax basis, for any liability incurred by PG&E as a result of Consultant's failure to institute any such required withholding.
- 35.0 **INJURY AND ILLNESS PREVENTION PROGRAM:** In the performance of the Work under this Contract, Consultant 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. Consultant shall ensure that any Subcontractor hired by Consultant to perform any portion of the Work under this Contract shall also have an effective Injury and Illness Prevention Program. If the Consultant has any employees in California, even if those employees do not perform Work under this Contract, the attached Compliance Certificate (Exhibit 3) shall be executed by the person with the authority and responsibility for implementing and administering such Injury and Illness and Prevention Program.
- 36.0 **COMPLIANCE WITH LAWS**
- 36.1 Consultant 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.
- 36.2 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.
- 37.0 **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.

38.0 DISPUTE RESOLUTION

38.1 PROCEDURE: 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 Consultant. Either Party may give the other Party written notice of any dispute. Within twenty (20) days after delivery of said 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. If the matter has not been resolved within thirty (30) days of the first meeting, either Party may initiate a mediation of the controversy.

38.2 CONFIDENTIALITY: All negotiations and any mediation conducted pursuant to this clause 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.

38.3 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.

38.4 CONTINUANCE OF WORK: Each Party is required to continue to perform its obligations under this Contract pending final resolution of any dispute arising out of or relating to this Contract.

39.0 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.

40.0 ENFORCEABILITY: In the event that 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 Consultant 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.

41.0 CANCELLATION AND TERMINATION OF CONTRACT**41.1 CANCELLATION FOR CAUSE:**

41.1.1 PG&E may, at its option, cancel or suspend this Contract for cause including, but not limited to, the following situations:

(1) the failure, refusal or inability of the Consultant to perform the Work in accordance with this Contract for any reason (except as specified in Section 31, "Force Majeure"); or

(2) Consultant 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

(3) a legal action is placed against Consultant which, in PG&E's opinion, may interfere with the performance of the Work; or

(4) in PG&E's opinion, the Work will not be completed in the specified time and PG&E has requested Consultant to take steps necessary to accomplish the required progress and completion, and Consultant has failed to do so. In addition PG&E may at its option and without prejudice to its other rights, take over and complete all or part of the Work using Consultant's equipment and facilities at the worksite to perform all or part of the Contract.

- 41.1.2 PG&E will be the sole judge whether Consultant is substantially performing Work and services in accordance with this Specification. Consultant shall be liable for additional costs to PG&E arising from cancellation.
- 41.1.3 If the Contract is canceled, Consultant shall vacate the worksite but not remove material, plant, or equipment without the approval of PG&E. In the event of such cancellation, PG&E shall pay Consultant 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. Any reports, drawings or other documents prepared for PG&E prior to the effective date of such cancellation shall be delivered to PG&E by Consultant prior to PG&E's release of its final payment to Consultant. Consultant 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.
- 41.1.4 **LABOR DISPUTE:** In the event of a labor dispute or strike by Consultant'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 Consultant's employees, to suspend or discontinue the Work of the Consultant or any Subcontractor, or cancel the Contract for cause. This paragraph shall be applicable whether or not any Consultant or Subcontractor is directly involved in a labor dispute.
- 41.2 **TERMINATION FOR PG&E'S REASONS:** PG&E may suspend or terminate the Contract, without cause and upon written notice to Consultant. Consultant thereupon shall take whatever action with respect to performance of the Work as will tend to minimize its claim against PG&E. In the event of termination, PG&E shall be liable to Consultant only for the compensation earned on the Work performed to the date of termination, plus costs reasonably incurred by Consultant in terminating its operation. Consultant 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 Consultant prior to PG&E's release of its final payment to Consultant.
- 42.0 **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 Consultant and PG&E, whether oral or written, and has been induced by no representations, statements or agreements other than those expressed herein. Neither Consultant 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.
- 43.0 **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, confidentiality and availability of information, shall survive such expiration, cancellation or other termination.

EXHIBIT 1**PG&E SUPPLIER DIVERSITY PURCHASING POLICY**

CONTRACTOR AND SUBCONTRACTORS OF ALL TIERS MUST COMPLY WITH PG&E'S SUPPLIER DIVERSITY PURCHASING POLICY IN THE AWARD OF ALL SUBCONTRACTS AND SUB-SUBCONTRACTS. This policy requires that Women, Minority, and Disabled Veteran Business Enterprises (WMDVBEs) shall have the maximum practicable opportunity to participate in the performance of Work. ¹

1. The Contractor shall provide to each prospective Subcontractor a copy of this Exhibit.
2. Contractor shall provide a separate, signed Subcontracting Plan consisting of a specific list of Subcontractors that will participate in the performance of the Work and a statement setting forth the Contractor's goals for WMDVBE subcontracting of all tiers and setting forth such additional good faith efforts Contractor and Subcontractors will employ to increase the participation of WMDVBE in the performance of the Work.
3. No later than the 10th of each month, Contractor shall submit its subcontracting spend with women, minority, and service disabled veteran owned suppliers direct payments to their diverse subcontractors using PG&E's electronic reporting system located at: <https://www.pgesupplierdiversity.com/pge/login.asp>
 - a. To establish a user ID, Contractor shall submit a request via email to the following address: supplierdiversityteam@pge.com
4. 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 1A. The Subcontracting Plan for these contracts must include provisions for implementing the terms prescribed in Exhibit 1A.
 - a. 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 do not contain subcontracting potential.
 - b. For all PG&E contracts, the Contractor shall act in accordance with the Subcontracting Plan in the performance of the Work and in the award of all Subcontracts.
5. Contractor's **supplier diversity subcontracting goal** for this Contract is ____%. Contractor shall report its supplier diversity goal as Contractor's spend with verified WMDVBE Subcontractors on PG&E Work under this Contract.

¹ WMDVBEs must be verified pursuant to the procedures prescribed in Section 2 of CPUC General Order 156.

STEP-BY-STEP INSTRUCTIONS

Complete column numbers 1-10 and return this form with your bid proposal (Please attach copies of diverse Subcontractors certifications with your bid proposal).

- (1) Include the complete name of the subcontractor.
- (2) Indicate the supplier's minority code (see definitions and codes below).
- (3) Place a "V" in the box if the subcontractor is a *verified* WBE or MBE supplier by the CPUC Clearinghouse or a *verified* DVBE certified by the Department of General Services.
- (4) Place a "NV" in the box if the subcontractor is *not verified*.
- (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 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.	
Minority Status:	001 African American Male 002 African American Female 003 Asian Pacific American Male 004 Asian Pacific American 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 012 Other Groups 013 Small Business Enterprise 014 Service Disabled Veteran Business Enterprise
African Americans	Persons having origins in any black racial groups 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 Americans	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	All 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 (SBE)	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.	
Service Disabled Veterans Business Enterprise (DVBE)	Has the same meaning as defined in subdivision (g) of the Military and Veterans Code and must meet the "Control" and "Operate" criteria. An enterprise which is 51 percent owned, or the stock is 51 percent owned, by one or more disabled veterans.	

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) Consultant hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Consultant 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 Consultant'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. Consultant 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. Consultant shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.
- d) Consultant 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.²

² 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, the _____ of
(title/position)

_____ (Consultant), hereby certifies to PG&E as follows:
(name of Consultant)

1. That Consultant 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 that any Subcontractor hired by Consultant to perform any portion of the Work under this Contract has an effective Injury and Illness Prevention Program; and
2. That he or she is the person with the authority and responsibility for implementing and administering Consultant's Injury and Illness Prevention Program.

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

Signature

Print Name

EXHIBIT 4

Amendments to the General Conditions

Section 4.0 CONFLICT OF INTEREST/BUSINESS ETHICS, found at page GC-1, shall be revised as follows:

Delete Section 4.2 in its entirety and replace it with the following:

OTHER EMPLOYMENT: During the term of this Contract, Consultant or its employees will not accept any employment or engage in any work which creates a conflict of interest with PG&E or in any way compromises the Work to be performed under this Contract. The parties acknowledge that the County of San Luis Obispo, its employees and its elected and appointed officials may hold hearings and may participate in the hearings of state and federal agencies that involve PG&E and that such involvement, including associated litigation, does not constitute a conflict of interest under this paragraph, to the extent such involvement is not in violation of other General Conditions and Specific Conditions of this Contract.

Section 23.0 PUBLIC RELEASE OF RESULTS found at page GC-14, shall be revised as follows:

Delete this section in its entirety and replace it with the following:

PUBLIC RELEASE OF RESULTS: The parties acknowledge that Consultant, the County of San Luis Obispo, is a public agency subject to the California Public Records Act, Consultant 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. Consultant 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.

Section 24.0 CONSULTANT'S USE OF PG&E PROPERTY found at page GC-14, shall be revised as follows:

Delete this section in its entirety and replace it with the following:

CONSULTANT'S USE OF PG&E PROPERTY: The parties acknowledge that Consultant, the County of San Luis Obispo, is a public agency subject to the California Public Records Act. All records, reports, computer programs, written procedures and similar materials, documents or data, in whatever form, provided by PG&E for Consultant's use in the performance of services under this Contract shall remain the confidential property of PG&E and shall be returned to PG&E immediately upon completion of Consultant's use for the performance of the Work or earlier upon the request of PG&E

Section 25.0 CONFIDENTIALITY found at page GC-15, shall be revised as follows:

Delete this section in its entirety and replace it with the following:

CONFIDENTIALITY: In the course of performing the services under this Contract, Consultant may have access to confidential commercial or personal information concerning, but not limited to, technological, ratemaking, legislative and personnel matters and practices of PG&E, its parent company, subsidiaries, affiliates, or members of the public. The Parties acknowledge that Consultant, the County of San Luis Obispo, is a public agency subject to the California Public Records Act, Consultant agrees not to disclose any such 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.