

APPENDIX “A” FOR 2015
AMENDED FUNDING AND IMPLEMENTATION
AGREEMENT

RESTATED AND REVISED MEMORANDUM OF UNDERSTANDING
WITH REGARDS TO THE
SAN FRANCISCO BAY AREA REGIONAL ENERGY NETWORK

This Restated and Revised Memorandum of Understanding (“MOU”) is entered into by and between the following participating members:

Association of Bay Area Governments
City and County of San Francisco
Energy Council (on behalf of Alameda County)
County of Contra Costa
County of Marin
County of Napa
County of San Mateo
County of Santa Clara
City of Suisun City (on behalf of Solano County)
Sonoma County Regional Climate Protection Authority

A. Purpose. The purpose of this MOU is to define and formalize the working relationship among regional and local agencies with expertise and experience in the design and implementation of regional and local energy and sustainability programs within the San Francisco Bay region. This MOU defines the shared goals and objectives of these local and regional agencies working collaboratively in BayREN (Members) and establishes the necessary administrative and governance structure to promote a cooperative relationship and for ensuring successful implementation of the BayREN activities.

B. Background.

On November 8, 2012 the California Public Utilities Commission (CPUC) approved the statewide energy efficiency budgets and programs for calendar years 2013-2014 (D.12-11-015). This decision included approval of identified portions of the BayREN Program Implementation Plan (PIP) and budget, as well as identified roles and responsibilities for all approved regional energy networks and investor owned utilities (IOUs). Soon thereafter, the Members entered into the prior Memorandum of Understanding with Regards to the San Francisco Bay Area Regional Energy Network (Prior MOU). On behalf of BayREN ABAG entered into a contract with PG&E to receive and disburse funding for implementation of the approved 2013-14 PIP. Each Member, except ABAG, entered into an Implementation Agreement whereby the Member received funding to undertake activities to implement a component of the approved PIP.

The Members have been carrying out their responsibilities under the Prior MOU and the Implementation Agreements. At its October 16, 2014 meeting, the CPUC adopted D.14-10-046 which included approval of a 2015 BayREN PIP, a rollover of unspent funds from the 2012-14 BayREN PIP to the 2015 BayREN PIP, and additional funding for the 2015 BayREN PIP. At approximately the same time, the Coordinating Committee created under the Prior MOU decided to make refinements to the governance structure of BayREN and the process for managing the Implementation Agreements. This MOU documents these refinements.

C. Proposed Activities. The Members will undertake the following activities:

1. Coordinate with and support the efforts of the BayREN Administrator (described below) related to ongoing implementation of the 2013-14 and 2015 BayREN PIPs, applications for future BayREN PIPs and any other proceedings before the CPUC or other regulatory bodies..
2. Members with programmatic responsibilities will carry out such responsibilities pursuant to the contract or agreement between PG&E or CPUC and ABAG, and the contract(s) or agreement(s) between or among any Member(s) and ABAG.

D. Responsibilities. Each Member will have the following responsibilities

1. Assign a representative to the Coordinating Committee (renamed the Coordinating Circle) and participate in meetings thereof.
2. Coordinate activities with all other local government jurisdictions within the geographical boundaries of the county which the Member represents.
3. Coordinate with any local government energy efficiency program within the geographical boundaries of the county which the Member represents. In particular, coordinate with Local Government Partnership (LGP) programs administered by PG&E.

E. Structure and Governance. For ease of formation and administration and to maintain flexibility, BayREN is structured as an unincorporated association of local public entities whose membership benefits and responsibilities are set forth in this MOU. The Members agree that this MOU is independent of any other contract(s) or agreement(s) between PG&E or CPUC and ABAG, or the contract(s) or agreement(s) between or among any Member(s) and ABAG that are promulgated to implement the approved PIP.

1. BayREN activities will be established and supervised by a Coordinating Circle made up of one representative from each Member. Every Member will appoint as its representative(s) to the Coordinating Circle a staff person with expertise and experience in energy-related project management and implementation. Each representative to the Coordinating Circle is entitled to a single, unweighted vote. A majority of the Coordinating Circle constitutes a quorum. Except as otherwise required in this MOU, the Coordinating Circle may take action by a majority vote of those present at a meeting.

Every Member also has the right, but not the obligation, to appoint an alternate to the Coordinating Circle. The alternate may attend any meeting of the Coordinating Circle. However, the alternate is not included in the quorum count, is not entitled to vote and may not participate in the deliberations of the Coordinating Circle, except in the absence of the representative for whom he/she is an alternate.

The Coordinating Circle has the authority to appoint a Lead Link for each approved program in an approved PIP.

2. The Lead Link will have the following powers with respect to the program for which it is Lead Link subject only to the applicable BayREN PIP, regulatory requirements, the funding agreement with PG&E, and the initial budget allocated for the Program and other directions adopted by the Coordinating Circle:

1. power to allocate resources among Members (Budget),
2. assign programmatic roles for each Member (Implementation Plan),
3. revise the Budget and/or Implementation Plan,
4. assess and define priorities for the program, and
5. define and assign metrics for the program.

The Coordinating Circle has the authority to appoint the BayREN Administrator who will be charged with overall BayREN administration and with the following powers subject only to the applicable BayREN PIP, regulatory requirements, the funding agreement with PG&E, and the initial budget allocated for the BayREN administration and other directions adopted by the Coordinating Circle:

- (a) managing regional administrative activities and budget,
- (b) speaking on behalf of BayREN (distinguished from program) in state and regional contexts,
- (c) administering overall BayREN budget, including fund shifts among programs and members,
- (d) making recommendations to the Coordinating Circle related to BayREN budget and other pertinent information as necessary,
- (e) implementing decisions of Coordinating Circle,
- (f) coordinating with other RENs,
- (g) communicating meeting outcomes with state agencies, coordinating and working groups, and other convened processes that impact or affect the BayREN or energy programs, and
- (h) manage the contracts between it and the Members or consultants implementing the applicable BayREN PIP, provided that the BayREN Administrator consults with the applicable Lead Link, if any.

3. Each Lead Link will convene a Program Circle comprised of a Rep Link and representatives from Members which volunteer to participate in said Program Circle. The Program Circle will provide input to the Lead Link on the Budget and Implementation Plan.

F. Member Resources and Funding. The Members acknowledge that BayREN requires their investment of resources for it to be effective. Each Member will:

1. Assign staff to act as its representative to the Coordinating Circle.
2. In addition, from time to time, the Coordinating Circle may decide that Member funds are necessary to carry out its mission. The allocation of the required funding will be determined on a case by case basis. Members agree to make a good faith effort to secure payment of their allocated portion and acknowledge that failure to pay may result in a request that the Member withdraw from this MOU.

G. Hold Harmless and Liability; Incidental and Consequential Damages. Each Member shall indemnify and hold harmless the other Members from the indemnifying Member's share of liability, as determined by a court of law, for any and all claims, costs and liability for any damage caused by the negligence or willful misconduct of the indemnifying Member and its officers, employees or agents in the indemnifying Member's performance under this MOU. The obligations of the indemnifying Member under this section shall not apply to any claim, cost or liability caused by the negligence or willful misconduct of any other member. Under no circumstances shall the indemnifying Member be liable to any other Member or any other person or entity for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to performance of the indemnifying Member under this MOU.

H. Withdrawal and Termination. This MOU will continue until terminated by majority vote of the Coordinating Circle, but Members may withdraw from BayREN on 30 days' notice to other Members.

I. New Members. New Members may be added by majority vote of the current Members.

J. Amendments. This MOU may be amended by a written agreement executed by the Members in the same manner as this MOU.

K. Counterparts. This MOU may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument.

L. Effective Date. This MOU is effective upon the date a minimum of four Members have executed the MOU.

IN WITNESS WHEREOF, the Members have caused this Memorandum of Understanding to be effective with the approval of their legally authorized representatives on the dates indicated below.

County of San Mateo

By: _____
John L. Maltbie, County Manager, Clerk of the Board

Date: _____

APPENDIX “B” FOR 2015
AMENDED FUNDING AND IMPLEMENTATION
AGREEMENT

**Contract (Long Form)**

This is a Contract between the below named Contractor ("Contractor"), a Joint Powers entity formed pursuant to California Government Code Section 6500 et seq., and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco,

Contractor's Legal Name:	Association of Bay Area Governments (ABAG)	PG&E Contract No. 4400007460
Contractor's Address:	PO Box 2050 Oakland, CA 94604	This Contract consists of 56 pages.
Project Name:	BayREN	
Job Location:	Alameda, San Francisco, Solano, Contra Costa, Marin, Napa, San Mateo, Santa Clara, and Sonoma Counties.	

WORK: The Contract Work Authorization Form (Attachment 3) shall be used to authorize the Work to be performed. This contract with the Association of Bay Area Governments, a Joint Powers Entity, is to perform work as outlined in each scope of work (SOW) attached to each contract work authorization (CWA) issued in reference to this agreement and in accordance with the attached General Conditions (attachment 2), and the approved billing rates (attachment 1) for work billed on time and materials (T&M) basis.

The total amount of this contract and PG&E's total obligation for all work provided hereunder, including authorized reimbursable expenses, shall be the cumulative price of all duly-signed Contract Work Authorizations (CWAs) issued hereunder.

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

Attachment 1: General Conditions, 21 Pages

Attachment 2: Specific Conditions, 30 Pages

Attachment 3: Rate Sheet, 1 Page

Attachment 3: CWA sample form, 2 Pages

CONTRACT TERM: This Contract is effective upon signature by both parties and expires on 12/31/2014.

COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E. Work shall be completed by the completion date of 12/31/2014. Time is of the essence.

INSURANCE: Contractor shall maintain insurance in accordance with Section 29.0 of the General Conditions.

TERMS OF PAYMENT: In accordance with Section 6.0 of the General Conditions.

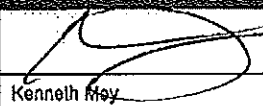
CONSIDERATION: As full consideration for satisfactory performance of the Work by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in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

TOTAL: CWA TOTALS

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

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: Association of Bay Area Governments (ABAG)	
Signature		Signature	
Name	Gun Shim	Name	Ezra Rapport
Title	Vice President, Supply Chain Management	Title	ABAG Executive Director
Date	2/11/13	Date	2/8/13



ADMINISTRATION			
PG&E Negotiator	Jennifer Price	Signature	
Phone	415.973.0874	Name	Kenneth May
Email	j8pj@pge.com	Title	ABAG Legal Counsel
		Date	2/8/13
Accounting Reference			
PG&E Work Supervisor:	Lynne Galal	Phone: 415-973-0040	
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:	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) 768-PAID (7243) or go to AP Web Reporting site at www.pge.com/apcpay . *Note: Contractors using the XIGN System do not need to mail a copy of the invoice to PG&E.		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N6D 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

Table of Contents

1.0 DEFINITIONS	1
2.0 INDEPENDENT CONTRACTOR	1
3.0 OTHER CONTRACTS	1
4.0 ASSURANCES AND WARRANTIES REGARDING BAYREN	1
5.0 GIFTS	1
6.0 AVAILABILITY OF INFORMATION	2
7.0 BILLING AND PAYMENT	2-3
8.0 PRIOR WORK	3
9.0 NO GUARANTEE WORK	3
10.0 AMENDMENTS	4
11.0 ASSIGNMENT	4
12.0 INFRINGEMENT PROTECTION	4
13.0 PUBLIC TESTIMONY	4
14.0 WARRANTY	4
15.0 INDEMNIFICATION	4-5
16.0 INCIDENTAL AND CONSEQUENTIAL DAMAGES	5
17.0 INSURANCE REQUIREMENTS	5-6
18.0 FORCE MAJEURE	6
19.0 COMPLIANCE WITH LAWS	6
20.0 CHOICE OF LAWS	6-7
21.0 DISPUTE RESOLUTION	7
22.0 NON WAIVER	7
23.0 ENFORCEABILITY	7
24.0 CANCELLATION AND TERMINATION OF CONTRACT	7-8
25.0 SURVIVAL	8
<i>Exhibit A – Contingent Provisions</i>	<i>9-12</i>
<i>Exhibit 1 – Diversity and Equal Opportunity</i>	<i>13-15</i>
<i>Exhibit 2 – Policy Regarding Utilization of Small Business Concerns</i>	<i>16</i>
<i>Exhibit 5 – Confidentiality and Data Security</i>	<i>17-19</i>
<i>Exhibit 6 – Non Disclosure and Use of Information Agreement</i>	<i>20-21</i>
<i>Exhibit B – Specific Conditions</i>	<i>22-52</i>

1.0 DEFINITIONS

- 1.01. "Amendment": A revision or modification to the Agreement reflected in a writing signed by both parties.
- 1.02. "ABAG": The party entering into this Agreement on behalf of BayREN with PG&E on behalf of the California Public Utilities Commission (Commission) for the Work.
- 1.03. "BayREN": the unincorporated association of the following regional and public entities: Association of Bay Area Governments, City and County of San Francisco, Alameda County Waste Management Authority (StopWaste.org), County of Contra Costa, County of Marin, County of Napa, County of San Mateo, County of Santa Clara, City of Suisun City (on behalf of Solano County) and Sonoma County Regional Climate Protection Authority, or their successor agencies of any one of them and as approved by the CPUC pursuant to D1211015. (Collectively, 'Members' or generically, 'Member')
- 1.04. "Agreement": This agreement between PG&E and ABAG together with any other material specifically incorporated by the terms of the agreement.
- 1.05. "Party" or "Parties": PG&E or ABAG or both.
- 1.06. "PG&E": Pacific Gas and Electric Company acting through its authorized representative(s).
- 1.07. "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 BayREN through ABAG pursuant to D1211015 under this Agreement and as more specifically described in the specific conditions attached hereto as Exhibit B and incorporated by this reference.

2.0 INDEPENDENT CONTRACTOR

In assuming and performing the obligations of this Agreement, ABAG 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 Agreement. All persons, if any, hired by ABAG shall be employees or contractors of ABAG and shall not be construed as employees or agents of PG&E in any respect.

3.0 OTHER CONTRACTS

Nothing in this Agreement shall create any contractual relations between ABAG's contractors and PG&E.

4.0 ASSURANCES AND WARRANTIES REGARDING BayREN

ABAG hereby assures PG&E and the Commission and warrants to each of them that the either or both PG&E and the Commission may hold ABAG solely responsible for performance of the Work and for amounts paid to it under this Agreement. ABAG hereby assumes all responsibility for ensuring that any of the Work performed by members of BayREN or confidential information provided to BayREN as specified in Exhibit A section 10 herein meets the requirements of this Agreement. These assurances and warranties do not preclude ABAG from entering into contractual arrangements with members of BayREN or other third parties for performing any portion of the Work that include assurances, warranties and/or indemnification to ABAG regarding such portion of the Work.

5.0 GIFTS

ABAG 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 or their families.

6.0 AVAILABILITY OF INFORMATION

- 6.01.APPLICABILITY: This Section 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 Agreement or as separate contracts, then ABAG shall provide to PG&E access to all ABAG records pertaining to such lump-sum payments.
- 6.02.ACCOUNTING: ABAG's 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 Agreement and the basis for charges or allocations to the Agreement.
- 6.03.TIME PERIOD: ABAG shall preserve all such accounts and records for a period of three (3) years after the term of the Agreement. PG&E's duly authorized representatives shall have the right to reproduce any such accounts and records.
- 6.04.ADJUSTMENTS: ABAG shall promptly adjust any inaccuracy in the billings and reimburse PG&E for any costs imposed by the Commission and caused by the billing inaccuracy.

7.0 BILLING AND PAYMENT

- 7.01.BILLING AND PAYMENT FOR LUMP SUM WORK: The terms of this Paragraph 7.0 shall apply to all Work performed on a lump sum basis.
- 7.02.INVOICE SUBMITTAL INSTRUCTIONS: ABAG shall submit a monthly invoice to PG&E for compensation earned in the preceding calendar month. ABAG shall submit invoices to PG&E in accordance with the requirements of this Paragraph 7.02. ABAG shall include the Agreement number on the invoice.
- 7.03.INVOICE DEFICIENCIES: Should PG&E determine that ABAG's invoice does not meet the invoicing requirements of this Agreement; PG&E will notify ABAG of the deficiencies or return the invoice to ABAG with noted deficiencies. ABAG shall provide to PG&E such documents or information correcting such deficiencies, or for invoices returned to ABAG, ABAG shall resubmit a corrected invoice.
- 7.04.PG&E PAYMENT: Payment by PG&E to ABAG for Work performed on a lump sum basis will be monthly, in the full amount of the cost of the Work performed, and satisfactorily completed during each month. All payments will be made, , Net 30 days terms after receipt of a correct invoice.
- 7.05.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.
- 7.06.BILLING RATES AND CONFLICTS: ABAG's lump sum price(s) stated in the Agreement fee schedule shall not change during the term of this Agreement without prior written approval by the Commission.
- 7.07.BILLING AND PAYMENT FOR TIME AND MATERIALS AND UNIT PRICE WORK: The terms of this Paragraph 5.2 shall apply to all Work performed on a time and materials or unit price basis.
- 7.08.INVOICE SUBMITTAL INSTRUCTIONS: ABAG shall submit invoices to PG&E in accordance with the requirements of this Paragraph 7.02. ABAG shall include the Agreement number on the invoice.
- 7.09.MONTHLY INVOICE: ABAG 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 Agreement tasks; for each task the invoice shall include the following information:

7.09.1.Status

- 7.09.2.Task description..
- 7.09.3.Labor
- 7.09.4.Employee name.
- 7.09.5.Number of hours spent
- 7.09.6.Billing rate.
- 7.09.7.Reimbursable Expenses
- 7.09.8.Unit cost and quantity of each item of expense.

7.010.BILLING RATES AND CONFLICTS: ABAG billing rates shall be inclusive of all applicable overhead costs, administrative and general fees, and profit and salary and benefits at the time the hours are incurred.

7.011.Individuals other than employees of ABAG (nonemployees) retained by ABAG, such as contractors, outside consultants, or agency personnel, shall not be billed as ABAG's employees and shall be shown separately on the invoice.

7.012.EXPENSES: All reimbursable expenses shall be reasonable, ordinary, and necessary and shall be billed at cost. 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 the applicable overhead costs.

7.013.ABAG shall provide contractor invoices for any ABAG invoice that includes contractor costs.

7.014.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. MILEAGE AND USE OF PERSONAL CAR: In the event there is use of a personal car in the performance of Work under the Agreement and such use is included as a reimbursable expense, reimbursable mileage shall be at the current IRS rate.

7.015.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, they shall be retained for the term of the audit period.

7.016.UNIT PRICE BASIS: When invoices include Work performed on a unit price basis, ABAG 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.

7.017.PG&E PAYMENT: Payment by PG&E to ABAG 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 Agreement, and satisfactorily completed during each month including reimbursable expenses, if any. All payments will be made Net 30 days terms after receipt of a correct, itemized invoice.

8.0 PRIOR WORK

Services performed by ABAG and the Members of BayREN before the execution of this Agreement, shall be considered as having been performed subject to the provisions of this Agreement.

9.0 NO GUARANTEE OF WORK

THIS IS NOT AN EXCLUSIVE CONTRACT. THIS CONTRACT DOES NOT GUARANTEE ABAG ANY WORK NOR IS THERE ANY GUARANTEE AS TO ANY VOLUME OR DURATION OF WORK.

10.0 AMENDMENTS

NO MODIFICATION OR CHANGE TO THIS AGREEMENT THAT CHANGES THE BUDGET SHALL BE BINDING OR EFFECTIVE UNLESS EXPRESSLY SET FORTH IN WRITING AND SIGNED BY BOTH PARTIES.

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 Agreement, without the prior written consent by Commission decision, ruling or resolution. Any purported assignment or delegation of performance in violation of this provision is void. Subject to the foregoing, this Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties.

12.0 INFRINGEMENT PROTECTION

ABAG represents to the Commission and PG&E that the material to be prepared under this Agreement will not infringe upon the copyright, patent or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. ABAG agrees to indemnify and hold the Commission and PG&E 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 the Commission or PG&E alleging any such infringement or violation. In addition to the foregoing, if there is such a suit, demand or claim, ABAG agrees, as soon as possible, to either procure for the Commission, or if applicable 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 the Commission, or if applicable to PG&E. ABAG further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

13.0 PUBLIC TESTIMONY

It is further agreed between the Parties that, if requested by the Commission, ABAG 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 the Commission. Reasonable fees for such testimony will be negotiated at that time.

14.0 WARRANTY

ABAG warrants to the Commission that the Work under this Agreement 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 Agreement and related specifications.

15.0 INDEMNIFICATION

1.01. ABAG shall indemnify, hold harmless and defend the Commission, 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:

1.01.1. Injury to or death of persons

1.01.2. Injury to property;

1.01.3. violation of local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; or

1.01.4. 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 ABAG's or BayREN's performance of, or failure to perform, this Agreement, however caused

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 the Commission or PG&E, its officers, managers, or employees.

1.02.ABAG shall defend any action, claim, or suit asserting a claim which might be covered by this indemnity. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Agreement.

16.0 INCIDENTAL AND CONSEQUENTIAL DAMAGES

NEITHER PARTY NOR THE COMMISSION SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS, COMMITMENTS TO CONTRACTORS, RENTAL OR LEASE AGREEMENT(S), AND PERSONAL SERVICES CONTRACTS, UNLESS EXPRESSLY AUTHORIZED IN WRITING BY THE ENTITY ASSUMING SUCH LIABILITY.

17.0 INSURANCE REQUIREMENTS --

ABAG shall maintain the following insurance coverage.

Workers' Compensation and Employers' Liability

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

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

17.02.1.Commercial General Liability

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

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

17.02.4.Coverage shall: a) By "Additional Insured" endorsement add as insureds the Commission, 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 ABAG. (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: "the Commission, 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 ABAG are additional insureds under a blanket endorsement."; b) Be endorsed to specify that ABAG's Insurance is primary and that any Insurance or self-insurance maintained by the Commission or PG&E shall not contribute with it.

1.0Business Auto

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."

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

1.0 Professional Liability Insurance

1. Errors and Omissions Liability Insurance appropriate to ABAG's profession. Coverage shall be for a professional error, act or omission arising out of the scope of services shown in the Agreement.
2. The limit shall not be less than \$1,000,000 each claim/\$2,000,000 aggregate.

1.0 Additional Insurance Provisions

1. Before commencing performance of Work, ABAG shall furnish PG&E with certificates of insurance and endorsements of all required insurance for BayREN.
2. Should any of the above described policies be cancelled before the expiration date thereof, the insurer shall deliver notification to PG&E in accordance with the policy provisions.
3. PG&E uses a third party vendor, Exigis, to confirm and collect insurance documents. Certificates of insurance and endorsements shall be signed and submitted by a person authorized by BayREN's insurer to bind coverage on insurer's behalf, and submitted through the website at: <https://prod1.exigis.com/pge> and by telephone at (1) (888) 280-0178.

Certificate Holder:

PG&E

c/o EXIGIS LLC

support@exigis.com

Fax: 646-755-3327

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

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

18.0 FORCE MAJEURE

Neither PG&E nor ABAG shall be considered in default in the performance of its obligations under this Agreement, 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.

19.0 COMPLIANCE WITH LAWS

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

20.0 CHOICE OF LAWS

This Agreement 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 Agreement 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.

21.0 DISPUTE RESOLUTION

21.01.PROCEDURE: The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between a vice president of PG&E or his or her designated representative and an executive of similar authority of ABAG and a member of the Commission's energy division. 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.

21.02.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.

21.03.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.

22.0 NON-WAIVER

The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, 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.

23.0 ENFORCEABILITY

In the event that any of the provisions or application of any of the provisions, of this Agreement are held to be illegal or invalid by a court of competent jurisdiction or by a binding arbitration/mediation decision, the Commission, PG&E and ABAG shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effectuating the purpose of this Agreement. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Agreement will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Agreement.

24.0 CANCELLATION AND TERMINATION OF CONTRACT

PG&E will cancel or suspend this Agreement as directed to do so by the Commission's decision, ruling or resolution.

In the event of such cancellation, PG&E shall pay ABAG for undisputed services 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 the Commission prior to the effective date of such cancellation shall be delivered to PG&E, for delivery to the Commission, by ABAG prior to PG&E's release of the final payment to ABAG.

PG&E will have the right to terminate the agreement without CPUC approval for either of the following reasons:

- (1) ABAG's commission of any material act of dishonesty, fraud, misuse of funds and misrepresentation of ABAG's administration of this Agreement, and/or
- (2) PG&E has become aware of a public safety issue arising out of or related to ABAG's administration of this Agreement,

25.0 SURVIVAL

The provisions of this Agreement which by their nature should survive expiration, cancellation or other termination of this Agreement, including but not limited to provisions regarding warranty, indemnity, confidentiality and availability of information, shall survive such expiration, cancellation or other termination.

EXHIBIT A

CONTINGENT PROVISIONS

The contingent provisions in this Exhibit A are not applicable to this Agreement at the time it was executed by the parties. By their terms, they apply only in specified circumstances. The parties agree that if, pursuant to the procedures established in the Statement of Work, they agree to change the Work so that the specified circumstances will occur in the course of the Work, the applicable contingent provision will become active and added to the terms and conditions of the Agreement.

1.0 COPYRIGHT REGISTRATION -

Notice of PG&E copyright ownership shall be placed by ABAG on all reports, information or instructional manuals, computer programs or other written, recorded, photographic or visual materials or other deliverables provided by PG&E and as to which PG&E has stated that it has the right of such ownership. 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" and the words "Pacific Gas and Electric Company". Application for copyright registration shall be the responsibility of PG&E.

2.0 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 ABAG, or for processes or methods employed by ABAG in performing the services, shall be included in the Agreement budget.

3.0 DELIVERY AND RETENTION OF RECORDS

To the extent PG&E or the Commission does not otherwise specifically request delivery of records or results, ABAG agrees to retain all records and results of Work performed under this Agreement for a period of not less than three (3) years from the date the Work is accepted by the Commission.

4.0 SAFETY PRECAUTIONS AND PROTECTION OF PROPERTY

If ABAG performs Work on PG&E facilities, ABAG shall plan and conduct its Work to safeguard persons and property from injury and in accordance with Exhibit 4 Safety attached. ABAG 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 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 ABAG follow said practices and applicable laws, rules and regulations, and any special instructions given by PG&E nor the adherence thereto by ABAG shall relieve ABAG of the sole responsibility to maintain safe and efficient working conditions.

5.0 DRUG AND ALCOHOL ABUSE POLICY - If ABAG performs Work on PG&E premises, ABAG will adhere to this PG&E's Drug and Alcohol Policy (Policy) defined in section 7.0 below.

6.0 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 Contractor and Subcontractor personnel.

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

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

7.01.1.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

7.01.2.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.

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

7.01.3.1.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;

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

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

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

7.01.3.3.1.1.1.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;

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

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.

8.0 LAWFUL DISPOSAL OF SAMPLED AND OTHER WASTE

If the scope of Work under this Agreement requires Contractor to perform hazardous waste site investigations, ABAG shall lawfully dispose of all test samples after completion of the required tests, along with any residue or byproducts of the testing process. ABAG 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.

9.0 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 Agreement, ABAG, its employee, agents, and Subcontractors may be exposed to chemicals on the Governor's list. ABAG is responsible for notifying its employees, agents, and Subcontractors that Work performed hereunder may result in exposures to chemicals on the Governor's list.

1.01 ABAG 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 Agreement, are expressly within the scope of the indemnity at section 11 of this Agreement. 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 that indemnity.

10.0 CONFIDENTIALITY

If the scope of Work under this Agreement requires Contractor to receive confidential customer, commercial or personal information from PG&E, the following provisions will apply.

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

Confidential Information shall mean:

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,

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

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

PG&E Data as defined in Exhibit 5, Confidentiality and Data Security. *In the event of a breach of any provision of (Confidential Information and Data Security, the non-breaching party is immediately relieved of any obligation to provide further Confidential Information and may demand immediate return of all Confidential Information.*

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

The Requirements of Exhibit 5 Confidentiality and PG&E Data and Exhibit 6 Non-disclosure and Use of Information Agreement, attached, are hereby incorporated into the Contract.

Exhibit 1
DIVERSITY AND EQUAL OPPORTUNITY

PG&E'S SUPPLIER DIVERSITY SOURCING POLICY: ABAG MUST COMPLY WITH PG&E'S SUPPLIER DIVERSITY SOURCING 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

ABAG shall provide to each prospective Subcontractor a copy of this Exhibit.

ABAG 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 ABAG's goals for WMDVBE subcontracting of all tiers and setting forth such additional good faith efforts ABAG and Subcontractors will employ to increase the participation of WMDVBE in the performance of the Work.

No later than the 15th of each month, ABAG shall submit its subcontracting spend with women, minority, and service disabled veteran owned suppliers using PG&E's electronic reporting system located at: <https://www.pgesupplierdiversity.com/pge/login.asp>

To establish a user ID, ABAG shall request via email to: supplierdiversityteam@pge.com

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

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.

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

ABAG's supplier diversity subcontracting goal for this Agreement is 0%. The supplier diversity goal shall be reported as ABAG's spend with verified WMDVBE subcontractors on PG&E work under this Agreement).

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

General Conditions

STEP-BY-STEP INSTRUCTIONS

01-0075 (Rev. 10/09)
Page 2 of 2

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 "Y" in the box if the subcontractor is a verified WBE or MBE supplier by the Department of General Services.
- (4) Place a "Y" 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) Indicate 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 WBDVBE subcontractors by the total bid value.

DEFINITIONS AND CODES

WBE Women Business Enterprises: 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 these individuals.

MBE Minority Business Enterprises: 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 these 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-Race

012 Other Groups

013 Small Business Enterprise

014 Service Disabled Veteran Business Enterprise

African American/Persons having origins in any black racial groups of Africa.

Asian Pacific/Persons having origins in Asia or the Indian Subcontinent, including, but not limited to, persons from Japan, China, the Philippines, Vietnam, American Samoa, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Mariana, 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/Latino/Persons of Mexican, Puerto Rican, Cuban, South or Central American, Caribbean, or other Spanish culture or origin.

Americans

Caucasian/Includes all people of European and North African descent.

Multi-Race/Includes persons that are wholly owned and controlled by a combination of minority 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 (a) of the Small Business Act as amended (15 U.S.C. 637 (a)), or by the Secretary of Commerce pursuant to Section 5 of Executive Order 11625.

Small Business/Small business defined pursuant to Section 3 of the Small Business Act (SBA) and relevant regulations pursuant thereto. If unsure, please Enterprise (SBE) Contact your local Small Business Administration office for clarification.

Service/Has the same meaning as defined in subdivision (a) of the Military and Veterans Code and must meet the "Control" and "Operator" criteria.

Disabled/Veteran/An enterprise which is 51 percent owned, or the stock is 51 percent owned, by one or more disabled veterans.

Business

Enterprise (WBE)

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 Agreement:

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.

ABAG hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. ABAG 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 ABAG's compliance with this clause.

As used in this Agreement, 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. ABAG 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. ABAG shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

ABAG 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 5
Confidentiality and Data Security

1. In addition to the requirements set out in Exhibit A Section 10.0 of these General Conditions, Contractor shall comply with the following additional terms of this Exhibit 5 (Confidentiality and Data Security) regarding the handling of Confidential Information and PG&E Data from PG&E or its Customers.
2. Non-disclosure Agreements: Contractor shall have all of its employees, Subcontractors, and Subcontractor employees who will perform Work or services under this Contract sign a non-disclosure agreement in the form attached hereto as Exhibit 6 (Non-disclosure and Use of Information Agreement ("NDA")). Prior to starting said Work or services, Contractor shall promptly furnish the original signed non-disclosure agreements to PG&E.
3. Security Measures: Contractor shall take "Security Measures" with the handling of Confidential Information to ensure that the Confidential Information will not be compromised and shall be kept secure. Security Measures shall mean industry standards and techniques, physical and logical, including but not limited to:
 - a. written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing,
 - b. password protected workstations at Contractor's premises, any premises where Work or services are being performed and any premises of any person who has access to such Confidential Information,
 - c. encryption of Confidential Information, and
 - d. measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Confidential Information including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with the industry requirements of ISO 27001.
4. Compliance and Monitoring: Contractor shall comply with security policies relating to the handling of Confidential Information.
 - a. Prior to PG&E's first transfer of Confidential Information to Contractor, Contractor shall provide PG&E with documentation satisfactory to PG&E that it has undertaken Security Measures.
 - b. Contractor and PG&E agree to meet periodically, if requested by PG&E, to evaluate Contractor's Security Measures and to discuss, in good faith, means by which the Parties can enhance such protection, if necessary.
 - c. Contractor shall update its Security Measures, including procedures, practices, policies and controls so as to keep current with industry standards, including but not limited to NIST and NERC/CIP, as applicable.
 - d. PG&E reserves the right to perform onsite security assessments to verify the implementation and ongoing operation and maintenance of security controls. At least annually, Contractor shall assist PG&E in obtaining a copy of any report that documents Contractor's Security Measures.
 - e. In the event, PG&E determines Contractor has not complied with Security Measures, PG&E shall provide written notice to Contractor describing the deficiencies. Contractor shall then have sixty (60) calendar days to cure. If Contractor has not cured the deficiencies within sixty (60) calendar days, PG&E may cancel this Contract for cause in accordance with Article 40.0 of these General Conditions.
5. PG&E Data: PG&E Data shall mean:
 - a. all data or information provided by or on behalf of PG&E, including, but not limited to, personally identifiable information relating to, of, or concerning, or provided by or on behalf of any Customers,

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

addition, in no event shall Contractor issue or permit to be issues any public statements regarding the security breach involving Confidential Information and/or PG&E Data unless PG&E requests Contractor to do so in writing.

9. Right to Seek Injunction: Contractor agrees that any breach of this Exhibit 5 (Confidentiality and Data Security) would constitute irreparable harm and significant injury to PG&E. Accordingly, and in addition to PG&E's right to seek damages and any other available remedies at law or in equity in accordance with this Contract, Contractor agrees that PG&E will have the right to obtain, from any competent civil court, immediate temporary or preliminary injunctive relief enjoining any breach or threatened breach of this Contract, involving the alleged unauthorized access, disclosure or use of any Confidential Information and/or PG&E Data. Contractor hereby waives any and all objections to the right of such court to grant such relief, including, but not limited to, objections of improper jurisdiction or forum non convenience.
10. CPUC and IOU Disclosure: Notwithstanding anything to the contrary contained herein, but without limiting the general applicability of the foregoing, Contractor understands, agrees and acknowledges as follows.
 - a. PG&E hereby reserves the right in its sole and absolute discretion to disclose any and all terms of this Contract and all exhibits, attachments, and any other documents related thereto to the California Public Utilities Commission (CPUC), and that the CPUC may reproduce, copy, in whole or in part or otherwise disclose the Contract to the public.
 - b. PG&E may be required, or may deem it to be in the best interest of the Program, to disclose to other IOUs certain Program information (excluding any pricing information).
11. Subpoenas: In the event that a court or other governmental authority of competent jurisdiction, including the CPUC, issues an order, subpoena or other lawful process requiring the disclosure by Contractor of the Confidential Information and/or PG&E Data provided by PG&E, Contractor shall notify PG&E immediately upon receipt thereof to facilitate PG&E's efforts to prevent such disclosure, or otherwise preserve the proprietary or confidential nature of the Confidential Information and/or PG&E Data. If PG&E is unsuccessful at preventing the disclosure or otherwise preserving the proprietary or confidential nature of the Confidential Information and/or PG&E Data, or has notified Contractor in writing that it will take no action to prevent disclosure or otherwise preserve the proprietary or confidential nature of such Confidential Information and/or PG&E Data, then Contractor shall not be in violation of this Agreement if it complies with an order of such court or governmental authority to disclose such Confidential Information and/or PG&E Data.

Exhibit 6
Non-disclosure and Use of Information Agreement ("NDA")

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

1. The Recipient acknowledges that in the course of performing services or work for PG&E, the Recipient will be given access to certain Confidential Information, which includes (a) the Customer's account information and information relating to their facilities, equipment, processes, products, specifications, designs, records, data, software programs, Customer identities, marketing plans or manufacturing processes or products, (b) any technical, commercial, financial, or customer information of PG&E obtained by Contractor in connection with this Contract, either during the Term or prior to the Term but in contemplation that Contractor might be providing the Work or services, including, but not limited to a Customer's energy usage and billing data, data, matters and practices concerning technology, ratemaking, personnel, business, marketing or manufacturing processes or products, which may be information owned by PG&E or by a third party and which may be in the custody of PG&E or third party and which constitutes valuable confidential and proprietary information and or trade secrets belonging to PG&E, and/or third parties, (c) any such confidential information of any third party disclosing such confidential information to PG&E or Contractor in the course of such third party's employment, engagement, business, or other relationship with PG&E or its parent, subsidiary, or affiliated companies and (d) PG&E Data as defined in Exhibit 5, Confidentiality and Data Security (collectively, "Confidential Information").
2. In consideration of being made privy to such Confidential Information, and of the contracting for the Recipient's professional services by PG&E, the Recipient hereby shall hold the same in strict confidence, and not disclose it, or otherwise make it available, to any person or third party (including but not limited to any affiliate of PG&E that produces energy or energy-related products or services) without the prior written consent of PG&E. The Recipient agrees that all such Confidential Information:
 - a. Shall be used only for the purpose of providing Work or services for PG&E; and
 - b. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically authorized and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
 - c. Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by Undersigned there from, be returned to PG&E when no longer needed for the performance of Undersigned's Work or services for PG&E.
3. The Recipient hereby agrees that any third parties owning any Confidential Information are express third party beneficiaries of this Agreement.
4. The Recipient hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement by the Recipient or any of its representatives and (b) any breach causes PG&E irreparable harm, that for any violation or threatened violation of any provision of this Agreement, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

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

UNDERSIGNED

CONTRACTOR

By: _____

Company Name: _____

Name: _____

Authorized Agent: _____

Title: _____

Name: _____

Company: _____

Title: _____

Date: _____

Date: _____

PG&E's Specific Conditions

TABLE OF CONTENTS

Section 1.0	INTRODUCTION
Section 2.0	PROGRAM REQUIREMENTS
Section 3.0	SCOPE OF WORK
Section 4.0	PAYMENT TERMS
Section 4A.0	PROGRAM CUSTOM TERMS
Section 5.0	REQUEST FOR DATA
Section 6.0	APPROVAL OF MARKETING MATERIALS AND MEDIA
Section 7.0	SUBSTANTIATION OF CLAIMS USING PG&E'S LOGO
Section 8.0	PG&E PROGRAM MANAGERS
Section 9.0	TIME IS OF THE ESSENCE
Section 10.0	EFFECTIVE DATE
Section 11.0	NO ENDORSEMENT
Section 12.0	NON-EXCLUSIVITY
Section 13.0	NOTICES OR DEMANDS
Section 14.0	CPUC AUTHORITY TO MODIFY/REGULATORY REVIEW
Section 15.0	CONFLICT OF TERMS
Section 16.0	SUPPLIER DIVERSITY PROGRAM POLICY

EXHIBITS TO PG&E's SPECIFIC CONDITIONS:

Exhibit A:	Definitions
Exhibit K:	Authorization To Receive Customer Information or Act on a Customer's Behalf
Exhibit O:	Approval Guidelines for Trademark/Trade Name/Logo Use in Co-Marketing Activities

NOTE: License to Use will not be attached as an Exhibit to this Agreement. This document, if needed, will be prepared after Agreement is executed.

2013-2014 Non-Utility Energy Efficiency Program
San Francisco Bay Area Regional Energy Network (BayREN)

SPECIFIC CONDITIONS

1. INTRODUCTION

- 1.1. On November 15, 2012, the CPUC issued Decision 12-11-015 (D. 12-11-015) approving the investor owned utilities' energy efficiency portfolio applications for the 2013-2014 program cycle. Ordering Paragraph 8 of D. 12-11-015 directs PG&E to enter into a contract, no later than 60 days after the issuance of the decision, with the Association of Bay Area Governments (ABAG) on behalf of the San Francisco Bay Area Regional Energy Network (BayREN) for a maximum of \$26,567,750 to fund the following programs to be available in 2013 and 2014: a) Energy Upgrade California Single Family, b) Energy Upgrade California Multi-Family, c) Single-Family Loan Loss Reserve, d) Multi-Family Capital Advance Program, e) Commercial Property Assessed Clean Energy, f) Pay As You Save Water Efficiency Pilot, and g) Codes and Standards.
- 1.2. PG&E and ABAG, acting on behalf of BayREN, agree to administer this agreement as directed by Decision 12-11-015 (D. 12-11-015) unless otherwise directed by the California Public Utilities Commission (Commission or CPUC) during the term of this Agreement.

2. PROGRAM REQUIREMENTS

2.1. Program Begin and End Dates

- 2.1.1. ABAG may begin Program implementation activities on January 1, 2013.
- 2.1.2. End Date for Direct Implementation Activities and Incentive Payments: Unless this Agreement is terminated pursuant to Article 40 (Cancellation and Termination of Agreement) of the General Conditions all implementation activities, including all installation services and ABAG payments to Customers, shall be completed no later than December 31, 2014.
- 2.1.3. End Date For Administrative Activities: Unless this Agreement is terminated pursuant to Article 40 (Cancellation and Termination of Agreement) of the General Conditions ABAG shall complete all administrative activities by no later than December 31, 2014. The final invoice is due no later than February 15, 2015 and may not include charges for direct implementation or marketing activities conducted after December 31, 2014. Payment of final invoice is contingent upon PG&E receipt of final reconciliation of all unspent program funds, as described in Section 3.8 (Final Program Report).

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

- 2.2.1. If PG&E is required by the CPUC to support BayREN EM&V activities, ABAG shall provide all requested information to PG&E, if any, to assure the timely completion of all EM&V Plan Tasks requiring PG&E and BayREN involvement or cooperation. PG&E shall

not pay incremental costs associated with any CPUC EM&V activities, unless directed by Commission decision or ruling.

- 2.2.2 **Prevention of Double Dipping:** ABAG and PG&E will collaborate to adopt procedures and protocols to carry out the direction in D. 12-11-015 that “MEA and the RENs should coordinate with the utilities in their areas to ensure that customers do not receive duplicate incentive payments for the same energy efficiency measure or project.” These procedures and protocols must be agreed to and adopted prior to PG&E providing any advance incentive payments or reimbursement of incentive payments to ABAG. PG&E will not authorize any reimbursement of any incentive payments to customers that duplicate incentive payments for the same energy efficiency measure or project. The parties acknowledge that the agreed upon procedures and protocols to implement this directive may require the parties to implement the data security provisions in Exhibit 5 of the General Conditions. The parties also acknowledge that they may change procedures and protocols during the term of this agreement. Both parties acknowledge and agree that time is of the essence in arriving at a mutually agreeable, equitable, and cost-effective process. Both parties will work to ensure that no BayREN program shall be delayed as a result of this process.

2.3. Project Permit Certifications

- 2.3.1. In accordance with Article 34.0 of the General Conditions, Compliance With Laws, and CPUC Decision D.12-05-015:

- 2.3.2. **Installation or Improvement of Energy Efficient Measures.** In accordance with Public Utilities Code section 399.4 (b)(1), projects where the applicant receives a rebate or incentive for an energy efficient improvement or installation of component, equipment, or appliances in buildings, the applicant must certify the improvement and installation has complied with applicable permitting requirements. If a contractor performed such installation or improvement, the applicant must certify that the contractor is licensed to perform such work.

- 2.3.3. **Installation or Replacement of Heating, Ventilation and Air Conditioning Units (HVAC).** In accordance with CPUC Decision D. 12-05-015, ABAG agrees it will include and cause BayREN to include on any installation or replacement HVAC Program Participation Agreement or customer application, a contractor certification stating all applicable work permits have been obtained, space for the permit number, and contractor signature.

2.3.3.1 Contractor Certification for HVAC installation or replacement shall include the following:

I certify I am a licensed contractor and am in compliance of the permitting requirements for this HVAC installation or replacement project.

Permit # _____ Agency _____ Date _____

Signature _____ Print Contractor Name _____

3. SCOPE OF WORK

ABAG represents and warrants to PG&E it will perform, or cause to be performed, all the tasks and requirements set forth in this Scope of Work in conformity with the Decision and the Program Implementation Plan (PIP) approved pursuant to the Decision and all applicable Federal, State, Commission and local statutes, regulations and administrative decisions, rulings and guidelines. ABAG acknowledges that PG&E enters into this agreement in reliance on ABAG's representations and warranties, and section 15 of the General Conditions.

3.1. TASK 1 –PROGRAM COORDINATION

3.1.1. ABAG will offer the following BayREN programs in the nine-county Bay Area in 2013 and 2014:

- a. Energy Upgrade California Single Family
- b. Energy Upgrade California Multi-Family
- c. Single Family Loan Loss Reserve
- d. Multi-Family Capital Advance Program (funding reserved pending further decisions on the program design)
- e. Commercial Property Assessed Clean Energy administration and marketing
- f. Pay As You Save Water Efficiency Pilot
- g. Codes and Standards

3.2 TASK 2 – IMPLEMENT ENERGY UPGRADE CALIFORNIA SINGLE FAMILY PROGRAM:

ABAG will implement the single family Energy Upgrade California (EUC) program, including Flex Path incentives; an Audit Incentive Program; a Home Upgrade Advisor Service; and Marketing, Outreach, and Professional Engagement in compliance with the PIP approved pursuant to the Decision. Total budget of all EUC Single Family components is not to exceed (NTE) \$9,000,000.

3.3 TASK 3 – IMPLEMENT ENERGY UPGRADE CALIFORNIA MULTI-FAMILY PROGRAM:

ABAG will implement the Multi-family EUC program in compliance with the PIP approved pursuant to the Decision. Total budget of all EUC Single Family components is NTE \$7,293,750.

3.4 TASK 4 – IMPLEMENT FINANCING PROGRAMS:

3.4.1 TASK 4.1 – IMPLEMENT SINGLE FAMILY LOAN LOSS RESERVE PROGRAM: ABAG

will implement the Single family Loan Loss Reserve Program in compliance with the PIP approved pursuant to the Decision. Budget NTE \$3,825,000 will be held in reserve for this program until such time that the Commission authorizes the program.

3.4.2 TASK 4.2 – IMPLEMENT MULTI-FAMILY CAPITAL ADVANCE PROGRAM: ABAG

will implement the Multi-family Capital Advance Program in compliance with the PIP approved pursuant to the Decision. Budget NTE \$2,000,000 will be held in reserve for this program until such time that the Commission authorizes the program.

- 3.4.3 TASK 4.3 – IMPLEMENT COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM: ABAG will implement the Commercial PACE program in compliance with the PIP approved pursuant to the Decision. Budget NTE \$450,000 (\$150,000 for administrative costs and \$300,000 for marketing and outreach).
- 3.5 TASK 5 – IMPLEMENT PAY AS YOU SAVE WATER EFFICIENCY PILOT: ABAG will implement the Pay as You Save (PAYS) in compliance with the PIP approved pursuant to the Decision. Budget NTE \$650,000.
- 3.6 TASK 6 – IMPLEMENT CODES AND STANDARDS PROGRAM: ABAG will implement the Codes and Standards Program in compliance with the PIP approved pursuant to the Decision. Budget NTE \$3,349,000.
- 3.7 TASK 7– PREPARE REPORTS
ABAG shall prepare report(s) on activities undertaken under this agreement as requested or required by the Commission or the staff of the Energy Division of the Commission. If requested by the Commission, ABAG shall submit these reports to PG&E for transmittal to the Commission; otherwise, ABAG shall submit reports directly to the Commission. PG&E's sole responsibilities with respect to the reports is the ministerial duty to receive them, note such receipt for the purpose of paying invoices and transmit such reports to the Commission, PG&E has no responsibility for, or power over, the contents of such report unless otherwise indicated by the Commission.
- 3.8 TASK 8 PREPARE AND SUBMIT INVOICES
- 3.8.1 ABAG shall submit invoices to the PG&E Program Manager through PG&E's web-based electronic payment system or in the format specified by PG&E Program Manager.
- 3.8.2 Monthly invoices must include the following:
- (a) cover page with summary of program activities for which ABAG is invoicing PG&E,
 - (b) billing rates,
 - (c) monthly accruals report
 - (d) any marketing and advertising materials, including text for radio and television advertisements, for which ABAG is requesting payment. Only those materials using the PG&E logo or name will be subject to PG&E pre-approval
- 3.8.3 Invoices for incentives must include the following:
- (a) List of project installations including the customer name and address and the value of the incentive. ABAG may be requested to provide additional information in order to enable ABAG to submit invoice payments through PG&E's web-based electronic payment system.
 - (b) Before PG&E will credit any incentive payments, ABAG shall submit a sample customer application to PG&E Program Manager with project permit certification language. Individual customer applications will not be required by PG&E, and permitting compliance will be assured through ABAG's representations and warranties.
- 3.8.4 PG&E will rely upon ABAG's representations and warranties, and section 15 of the General Conditions to assure that all regulatory, statutory and safety requirements applicable to the BayREN program are satisfied by ABAG, including, but not limited to, the following:

- (a) each incentive payment corresponds to a completed a project,
 - (b) each incentive check recipient is either a PG&E customer and/or a Community Choice Aggregation (CCA) customer, and the incentive is for the same commodity as the efficiency measure that is being funded or a CCA customer,
 - (c) all required inspections have been completed,
 - (d) permitting compliance, with audit rights,
 - (e) Customers were provided with written information about the PG&E ESAP and CARE programs, including how the Customer may participate in the programs, whom they need to contact to participate in ESAP or CARE, eligibility requirements, and written notification that participation in the BayREN program may render them ineligible for either the ESAP or CARE program. PG&E will provide ESAP and CARE collateral to ABAG for BayREN use. Any modifications or references to such collateral required for BayREN purposes must be provided to the PG&E Program Manager in accordance with marketing material approval sections of this Agreement.
- 3.8.5 The final Invoice shall include reconciliation of all unspent program funds. If ABAG or BayREN members possess unspent funding authorized by the Decision by March 31, 2015, including moneys repaid pursuant to financing terms, such funds shall be returned to ratepayers unless otherwise directed by the Commission.
- 3.8.5.1 Cost Allocation Methodology: ABAG shall calculate or allocate costs listed in ABAG's invoices consistent with the budget format and definitions approved by the CPUC.
- 3.8.5.2 Subcontractor Costs/Activities (applicable to Time and Materials invoices): ABAG shall report Subcontractor costs in the format specified by the CPUC and shall be in compliance with Article 5, Billing and Payment of the General Conditions.
- 3.8.5.3 Labor (applicable to Time and Materials invoices): For each of the CPUC reporting categories (Administration, Marketing, Direct Implementation and EM&V if applicable), ABAG shall provide a list of individuals and total hours worked by each individual during the month.
- 3.8.6 Advance Payment of Incentives: Upon execution of this contract, ABAG may submit separate invoices to PG&E for up to 25% of each of the incentive budgets associated with the Single Family Program (including Flex Path Project installations and Single Family Flex Path Audits) and the California Multi-Family Program. Each monthly invoice must include an accounting of incentive payments for each program. When 80% of advanced incentive budget for any program has been expended, ABAG may invoice PG&E for additional advancement of incentives sufficient to replenish the advance held by ABAG for each program to 25% of the incentive budget for such program.
- 3.8.6.1 Prior to adoption of the new EUC Basic Path program, ABAG will certify for each project incentive payment invoiced that the Single Family Flex Path and Multi-family Program and audit project incentives have been paid only to customers in Alameda and Sonoma Counties.
- 3.8.6.1.1 Final Program Report: If PG&E is requested by the Commission to transmit a final report, BayREN ABAG shall include a Final Program Report with the final invoice and no later than February 15, 2015, or as requested by the CPUC. The Final

Program Report shall provide a discussion addressing all sub-topics requested by the Commission.

3.8.6.1.2 Invoicing Schedule

Invoices (Per Project)	Due Date
Monthly Summary and Invoice Template	15th calendar day of the month
Direct Installation and Incentive Invoices	15th calendar day of the month
Accrual Report	15th calendar day of the month
Reports*	
CPUC Reports	As required by CPUC
Final Program Report	As required by CPUC

* Report submittals will be in accordance with Task 7 of this agreement,

4. PAYMENT TERMS

4.1. Payment to ABAG shall be dependent upon ABAG's submittal of complete invoices to the PG&E Program Manager, as described in Task 8 of Section 3 of this Agreement.

4.2. Payment Terms

4.2.1. Refund for CPUC Disallowance

4.2.1.1. If a CPUC decision or ruling disallows any program costs due to a CPUC finding that ABAG acted unreasonably, ABAG shall return the amount due to PG&E within thirty (30) calendar days from the date ABAG receives written notice from PG&E that the payment is owed.

4A. PROGRAM CUSTOM TERMS

4A.1 Program Budget

The aggregate total of PG&E payments for all Work authorized and completed under this Agreement, (the "Agreement Budget"), shall not exceed \$26,567,750. The total payments shall not exceed the following amounts for each payment type without prior written approval from the Commission. The following budgets for the BayREN programs described above have been approved by the Commission. The table below represents the total funding for 2013 and 2014 combined for each program.

Authorized 2013-2014 Budgets for Bay Area Regional Energy Network.

Program	Budget
Single Family (time and materials)	\$4,851,300
Single Family (incentives)	\$4,148,700
Subtotal Single Family	\$9,000,000
Multi-family (time and materials)	\$3,543,750
Multi-family (incentives)	\$3,750,000
Subtotal Multi-family	\$7,293,750
Single-Family Loan Loss Reserve*	\$3,825,000
Multi-Family Capital Advance*	\$2,000,000
Commercial PACE (time and materials)	\$450,000
PAYS Water Efficiency Pilot (time and materials)	\$650,000
Subtotal Financing	\$6,925,000
Codes and Standards (time and materials)	\$3,349,000
Total BayREN Budget	\$26,567,750
*This budget item is reserved but may not be spent without further authorization after the statewide financing consultant proposals are complete and further authorization is granted.	

ABAG understands, acknowledges and agrees that the 2013 – 2014 Program cycle is two (2) years, and the Program budget is the maximum amount of funding allocated to ABAG to implement the BayREN Program. If ABAG depletes BayREN funding prior to the end of the Program cycle, ABAG must either shut down the Program for the remainder of the 2013 – 2014 Program cycle or use alternate funding sources to continue the program outside the terms of this Agreement.

4A.1.1. Time and Materials-Based (T&M) Payments (if applicable)

4A.1.1.1 ABAG shall bill PG&E for that portion of the time-and-materials elements of the Agreement Budget on a time-and-materials, not-to-exceed basis for each of the Tasks and Deliverables indicated as "Time & Materials Payments" in the Table above.

5 REQUEST FOR CUSTOMER OR PROGRAM DATA

- 5.1 PG&E will share Customer-specific information, which includes, but is not limited to, a Customer's name, address, account number, billing information, electricity and gas usage history and program participation history, on a case-by-case basis as resources allow. PG&E may require a Customer-signed Authorization to Receive Customer Information or Act on a Customer's Behalf form, as set forth in Exhibit K, prior to releasing Customer-specific information.
- 5.2 PG&E may share Energy Efficiency program data as routinely reported to the CPUC on an aggregated basis, including energy and demand savings, unit accomplishments, and/or number of program participants, which may be reported by Program, Measure, End Use, and/or other CPUC reporting categories. A request for program information that is not routinely reported to the CPUC will be reviewed on a case-by-case basis and provided only as resources allow. The above does not include any Customer-specific information reported to the CPUC under PU Code 583.
- 5.3 Upon full execution and delivery of the Agreement, if applicable, ABAG shall be required to complete a data transfer approval process and agree to the terms therein to receive any Customer-specific information.

6 APPROVAL OF MARKETING MATERIALS AND MEDIA THAT INCLUDE PG&E NAME, TRADEMARK OR LOGO

- 6.1 ABAG shall submit all Program marketing materials that include the PG&E logo to PG&E Program Manager for review prior to the release of such material, and may not release such materials without first receiving PG&E written approval. ABAG must then abide by the tools and resources provided by PG&E including but not limited to those included in Exhibit O (Approval Guidelines for Trademark/Trade Name/Logo Use in Co-Marketing Activities) and in the PG&E Quick Start Kit. In the event that PG&E determines that ABAG'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 O, or any other deficiencies, ABAG shall not release the marketing materials until any and all the problems are remedied to PG&E's sole and absolute satisfaction.
- 6.2 Media materials, press releases, byline articles, article placements, media advisories, talking points for press conferences or other media events, press packets and other media outreach efforts being used in conjunction with the Programs that use the PG&E logo shall abide by the PG&E brand guidelines as outlined in Exhibit O (Approval Guidelines for Trademark/Trade Name/Logo Use in Co-Marketing Activities) and in the PG&E Quick Start Kit.
- 6.3 ABAG understands, 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)(Intellectual Property Rights), and that the unauthorized disclosure or use (or threatened disclosure or use) of PG&E's name, trademark, trade name, logo and/or Intellectual Property Rights in violation or breach of this Section 8, any of the PG&E brand guidelines as outlined in Exhibit O (Approval Guidelines for Trademark/Trade Name/Logo Use in Co-Marketing Activities) or any other Section of this Agreement (including, without limitation thereto, Section 7), 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 Agreement, 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 Agreement, 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.

7 SUBSTANTIATION OF CLAIMS USING PG&E'S LOGO

- 7.1 For any Program Materials with the PG&E logo, ABAG 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, any California or federal statute or regulation and any local ordinances, if applicable. ABAG shall substantiate marketing or technological claims made in all Program Marketing Materials that use the PG&E logo. 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.
- 7.2 For all Program Marketing Materials with the PG&E logo, ABAG shall identify all claims, and shall have written evidence and data to substantiate the claim. ABAG 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 ABAG has submitted to PG&E fails to substantiate the claim, then ABAG shall either provide additional evidence or data, that, in PG&E's sole and absolute discretion, is adequate to substantiate the claim, or redraft or eliminate the claim so that the data and evidence, in PG&E's sole and absolute discretion, adequately supports the claims made.
- 7.3 For all Program Marketing Materials with the PG&E logo, ABAG 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. ABAG shall provide such information to the PG&E Program Manager upon the submittal of the Program Marketing Material for PG&E review and approval.

8 PG&E PROGRAM MANAGERS

- 8.1 ABAG hereby designates Gerald L. Lahr as BayREN's Agreement Representative for all matters relating to performance of the authorized Work under this Agreement.
- 8.2 PG&E hereby designates Lynne Galal as PG&E's PG&E Program Manager for all matters relating to performance of the authorized Work pursuant to this Agreement.
- 8.3 ABAG and/or PG&E may change BayREN Agreement Representative or PG&E Program Manager at any time by providing written notice of the change to the other parties as set forth in Section 16 of this Agreement.

9 TIME IS OF THE ESSENCE

- 9.1 The parties hereby acknowledge that time is of the essence in performing the duties under this Agreement.

10 CONDITION PRECEDENT TO EFFECTIVE DATE; EFFECTIVE DATE

- 10.1 Condition Precedent. A condition precedent to the effective date of this Agreement is a final and non-appealable order from the CPUC that approves, with terms and conditions acceptable to PG&E as determined by PG&E in its sole and absolute discretion, PG&E's 2013-2014 Energy Efficiency Portfolio Application in compliance with D. 12-05-15. Upon satisfaction of the condition precedent, the effective date of this Agreement shall be January 1, 2013.

11 NO ENDORSEMENT

- 11.1 ABAG shall not indicate that PG&E has or will endorse ABAG nor the BayREN Program 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 Agreement.

12 NON-EXCLUSIVITY

- 12.1 THE PARTIES AGREE THAT THIS CONTRACT DOES NOT ESTABLISH AN EXCLUSIVE CONTRACT BETWEEN PG&E AND PARTNER. 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, PROVIDED THAT PG&E SHALL EXERCISE ALL SUCH RIGHTS IN COMPLIANCE WITH THE DECISION.

13 NOTICES OR DEMANDS

- 13.1 Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile or any nationally recognized overnight courier, 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:

AGREEMENT REPRESENTATIVE

Name: Association of Bay Area Governments
Attention: Gerald L. Lahr
Mailing Address: P. O. Box 2050, Oakland, CA 94604-2050
Street Address: 101 8th Street, Oakland, CA
Telephone: (510) 464-7908
Fax: (510) 433-5508
Email: JerryL@abag.ca.gov

PG&E PROGRAM MANAGER

Name: Pacific Gas and Electric Company
Attention: Lynne Galal
Mailing Address: P.O. Box 770000, Mail Code: N6G, San Francisco, CA 94177
Street Address: 245 Market Street, Mail Code: N6G, San Francisco, CA 94105
Telephone: 415-973-0040
Fax: 415-973-4961
Email: L1G7@pge.com

- 13.2 Notices shall be deemed received by the respective party's 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.

14 CPUC AUTHORITY TO MODIFY/REGULATORY REVIEW

- 14.1 This Agreement 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 Agreement within the confines of its jurisdiction.
- 14.2 Upon the occurrence of any event or action as described in Section 14.1 of the Specific Conditions PG&E may (but shall have no obligation to) modify, amend, or terminate this Agreement, in accordance with Article 24.0 of the General Conditions (Cancellation and Termination of Agreement).

15 CONFLICT OF TERMS

- 15.1 In the event of any conflict in the Specific Conditions stated herein and PG&E's 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.
- 15.2 ABAG shall immediately notify PG&E Program Manager of any conflicts or potential conflicts described in or covered by this Section.

16 SUPPLIER DIVERSITY PROGRAM POLICY

- 16.1 ABAG is encouraged to read and comply with the requirements of PG&E's Supplier Diversity Program Policy contained in Article 31.0 (Supplier Diversity and Equal Opportunity) of the General Conditions and Exhibit 1 to the General Conditions.
- 16.2 CPUC General Order 156 promotes the purchase of goods and services from women, minority and/or disabled veteran-owned and controlled business enterprises (WMDVBEs).
- 16.3 There are no specific WMDVBE goals that have been established for ABAG to meet in this Contract. However, PG&E encourages ABAG to work with WMDVBEs.
- 16.4 ABAG is encouraged to submit to PG&E, in writing, a subcontracting and/or supplier plan in accordance with the requirements of Exhibit 1 to the General Conditions.
- 16.5 In addition to the subcontracting plan, ABAG is encouraged to provide to PG&E a list of verified WMDVBE's that it expects to do business with during the term of this Contract and should submit this information on Exhibit 1-A

Exhibit A: Definitions

DEFINITIONS

The definition of “Change Order”, “Consultant” or “Contractor”, “Agreement”, “Party” or “Parties”, “PG&E”, “Specification”, “Subcontract”, “Subcontractor”, “Work”, as used in the Agreement 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. Definitions are provided for information only and may not be used to limit ABAG’s implementation of the Scope of Work or PG&E’s payment of invoices:

1. **Audit or Energy Audit** – An objective and structured assessment of existing energy consuming systems within a Customer’s place of business, for the sole purpose of identifying no-cost/low-cost facility or Customer operational improvements and Measure investments which can save energy and/or reduce energy demand.
2. **Audit Report** – The written report given to the Customer to inform Customer of Program audit findings for Customer facilities, including recommended measures and related projected savings.
3. **Average Demand (“kW”)** – The average kW consumed during a twelve (12)-month period for a given Customer service agreement which has been, and is, billed on a demand meter.
4. **BayREN**: the unincorporated association of the following regional and public entities: Association of Bay Area Governments, City and County of San Francisco, Alameda County Waste Management Authority (StopWaste.org), County of Contra Costa, County of Marin, County of Napa, County of San Mateo, County of Santa Clara, City of Suisun City (on behalf of Solano County) and Sonoma County Regional Climate Protection Authority, or their successor agencies of any one of them and as approved by the CPUC pursuant to D1211015. (Collectively, ‘Members’ or generically, ‘Member’)
5. **Commitment** – To constitute a commitment that would trigger payment requires the following elements: 1) A signed agreement between ABAG and the Customer that describes the Project/Measures to be installed at the Customer premise(s), including estimated energy savings and Incentive payments; 2) signature by ABAG and the Customer with the authority to commit funds and resources to complete the Project; and 3) the timeframe for the following Project milestones: a) at least 50% of equipment (by cost) is ordered, and b) date that Project will be installed and operational.
6. **Cost-Effectiveness** – The indicator of the relative performance or economic attractiveness of any energy efficient investment or practice when compared to the costs of energy produced and delivered in the absence of such an investment.
7. **CPUC or Commission** – The California Public Utilities Commission.
8. **Customer** – A residence or business receiving electric and/or gas distribution service from PG&E.

9. Demand Response (“DR”) – Activities or equipment that induce(s) 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.
10. Demand Side Management – The reduction of energy usage through installation of energy efficiency measures and other strategies.
11. Direct Install – Programs that provide for the direct installation of hardware through contractors with zero cost to Customers. Hybrids of this approach exist in the market (see Direct Install-Hybrid).
12. Direct Install-Hybrid – Programs that provide for the direct installation of hardware through contractors with partial or full installed first-cost assistance but which include a creative financing plan, including, but not limited to a Customer co-payment or shared savings element.
13. Distributed Generation (“DG”) – Small-scale electric generating technologies installed at or near an end-user’s location. May also be referred to as “distributed energy resources” or “distributed resources.”
14. Double-Dipping – Occurs when a Customer takes advantage of multiple California Public Purpose Program -funded or non-allowable financial Incentives offered by multiple programs for undertaking only one activity.
15. End Use – The purpose for which energy is used (e.g. heating, cooling, lighting). Alternatively, a class of energy use that an energy efficiency program is concentrating efforts upon. Typically categorized by equipment purpose, equipment energy use intensity, and/or building type.
16. 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.
17. Energy Efficiency Measure, Measure, or EBM – 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 Agreement, solar water heating is an eligible Energy Efficiency Measure, provided that it passes the Dual Test of Cost Effectiveness on a stand-alone basis.
18. Energy Efficiency Measure, Deemed – Measures for which savings, cost, and incentives are deemed/prescribed (fixed in advance) and applied to all customers installing the measure; savings and cost are based on Database for Energy Efficiency Resources (DEER) data and/or other deemed values supported by engineering based, approved work papers. Hybrid designation used for allowing varying incentive levels for a single measure code.

19. Energy Efficiency Measure, Hybrid - Measures for which savings is deemed/prescribed (fixed based on DEER and/or Work paper) and applied to all customers installing the measure, but measure costs and incentives are user-defined and vary based on predetermined criteria (e.g. climate zones savings, subcontractor costs, etc.).
20. Evaluation, Measurement, and Verification (EM&V) - Activities which evaluate, monitor, measure, and verify performance or other aspects of energy efficiency programs or their market environment.
21. Field Verification Form – The document used to report findings or verification of Program Measure installations. This Form is required as part of the support documentation for Customer Incentive payments and Installation payments to the PARTNER. As used in this Agreement, Field Verification Forms for Retrocommissioning Projects may also include more detailed information on savings, including monitoring results and post-field verification.
22. Geographic Area: Area defined per D. 12-11-015 in which ABAG can implement the BayREN program includes PG&E service areas in the following jurisdictions of local governments in the San Francisco Bay Area: Alameda County, City and County of San Francisco, County of Contra Costa, County of Marin, County of Napa, County of San Mateo, County of Santa Clara, County of Sonoma, and County of Solano.
23. Green Attributes - Any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Agreement, and its avoided emission of pollutants.
24. Gross Participant Cost - The remaining cost to the Program participant (or co-payment) after incentives or other financial subsidies. The total (gross) measure cost less any incentives or financial subsidies.
25. HVAC – Heating, Ventilation, and Air Conditioning Systems.
26. The term “ABAG shall have the same meaning as Consultant or Contractor, i.e., the party or parties entering into this Agreement with PG&E for the Work.
27. Integrated Audit (IA) – A comprehensive technical assessment of all energy management options and/or energy efficiency opportunities available to a PG&E Customer (e.g., Time-of-use management, Demand Response and Distributed Generation). This information, gathered from the assessment of commercial, industrial and/or agricultural Customers whose electric demand exceeds 200kW, is presented to the Customer as a solution to optimize their energy usage, lower energy cost, reduce their negative environmental impact and improve the environment and economy of California.
28. 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.

29. kW – One kilowatt of electricity.

30. kWh – One kilowatt-hour of electricity.

31. 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.

32. 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.

33. Maximum Demand (kW) – The highest demand (measured in kW), for a given Customer service agreement, over a 12-month period for those Customers who have been, and are, billed on a demand meter.

34. Natural Gas Appliance Testing (NGAT) – Required combustion appliance testing in residences that receive infiltration reduction measures.

35. Net July-Sept Peak Savings (kW) – The sum across all Measures of their average July through September coincident peak reductions. Peak is based on units installed in each year, regardless of the actual quarter of installation. For hourly load shapes, coincident peak is defined as the load during the five highest system load hours in each month. For time-of-use based load shapes, coincident peak is the summer on-peak kW reduction. The value shall also be adjusted for the net-to-gross ratio.

36. 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.

37. Nonresidential – Facilities used for business, commercial, agricultural, institutional, or industrial purposes.

38. PG&E Program Manager – The PG&E-authorized representative responsible for administering this Agreement; monitoring Agreement activities, Deliverables and expenses for PG&E; and authorizing invoices for payment.

39. Program Administrator Cost (“PAC”) Test – The measurement of the net resource benefits from the perspective of all ratepayers by combining the net benefits of the Program to participants and non-participants. The net resource benefits are calculated by subtracting the costs of the Measures/equipment installed and the costs incurred by the program administrator (including any financial Incentives or rebates paid to the participants but not including the costs incurred by the participating Customer) from the costs of the supply-side resources eliminated or deferred.

40. Program Cycle - The time period during which the Program operates.

41. Program Launch – The time period during which the Program is creating all materials required for implementation.
42. Project – The installation of Measures at a Customer facility.
43. Public Purpose Programs – The charge included in utility rates which is used to fund public benefit programs, including, but not limited to energy efficiency programs.
44. Rebate or Incentive – The monetary amount paid to the Customer in order to obtain a specific act, typically the installation of Energy Efficiency equipment.
45. 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.
46. Records – Documents stating or supporting results achieved or providing evidence of activities performed. Records may vary depending on scope of work and Program purpose 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, Quality Assurance and Quality Control inspection data, proof of Incentives paid to Customers, project cost data, final approved program documents (Quality Assurance and Quality Control Plan, P&P Manuals, Program Marketing Materials), Customer forms indicating that Customer has not received other Incentives for the Measure(s) (described in Section 2.13 Prevention of Double Dipping), Audits, analysis, reports, forms, e-mails, timesheets, correspondence, non-disclosure agreements signed by project and program personnel who may have access to confidential Customer information and any other documents demonstrating compliance to the conditions of this Agreement.
47. Regional Energy Network (REN): Per D. 11-12-015, a REN should be composed of multiple local governments or associations of governments covering a large geographic area of the state with similar demographic and/or geographic characteristics, such as the Bay Area, as defined and approved by the Commission.
48. 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.
49. Retro-commissioning or RCx – A systematic process for optimizing an existing building's performance by identifying operational deficiencies and making necessary adjustments to correct the system.
50. 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.
51. Service Territory – The geographical area served by PG&E.

52. 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 Agreement.
53. Total Resource Cost (“TRC”) Test – The measurement of the net resource benefits from the perspective of all ratepayers by combining the net benefits of the program to participants and non-participants. The net resource benefits are calculated by subtracting the costs of the Measures/equipment installed and the costs incurred by the program administrator (including the costs incurred by the participating Customer but not including the costs incurred for financial Incentives or rebates paid to the participants) from the costs of the supply-side resources eliminated or deferred.
54. Vendor Rebate System (VRS) - PG&E’s online system for capturing and tracking energy savings projects and issuing incentive reimbursements.



Pacific Gas and Electric Company
San Francisco, California
U 39

Cancelling

Original

Cel. P.U.C. Sheet No.
Cel. P.U.C. Sheet No.

26268-E

Electric Sample Form No. 79-1095
Authorization to Receive Customer Information or Act Upon a Customer's Behalf

Please Refer to Attached
Sample Form

Advice Letter No: 3016-E-A
Decision No.

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed April 6, 2007
Effective May 6, 2007
Resolution No.

1G1

Authorization to Receive Customer Information or Act on a Customer's Behalf

The Authorization to Receive Customer Information or Act on a Customer's Behalf form permits account holders to specifically delegate certain rights to third parties concerning PG&E account(s). The customer of record may permit a third party to receive information or transaction business on his or her behalf. The customer must specify what information the third party is entitled to receive, what if any act(s) the third party may transact on his/her behalf, and whether the authorization is being provided on a one time basis or on a longer term basis (not to exceed three years).

Energy Service Providers, Core Transport Agents, and Community Choice Aggregators ONLY:

Completed and fully executed forms should be mailed to:

Pacific Gas & Electric Company
ESP Services
Mail Code: N8C
P.O. Box 770000
San Francisco, CA 94177-0001

Faxed to:

415-973-2194

Or, completed forms may be scanned and emailed to our ESP Services email box at:

ESPServicesCISR@pge.com

All Others:

Completed and fully executed forms should be mailed to:

Pacific Gas & Electric Company
Correspondence Management
P.O. Box 997310
Sacramento, CA 95899-7310

Faxed to:

916-375-5102

916-375-5105

916-375-5110

Completed forms may be scanned and emailed to our centralized email box at:

CorrespondenceManag@pge.com

Please keep a copy of the completed authorization form for your records.



Pacific Gas and
Electric Company[®]

**AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION
OR ACT UPON A CUSTOMER'S BEHALF**

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY
(Please Print or Type)

I, _____
NAME TITLE (IF APPLICABLE)
of _____ (Customer) have the following mailing address
NAME OF CUSTOMER OF RECORD
_____, and do hereby appoint
MAILING ADDRESS CITY STATE ZIP
NAME OF THIRD PARTY of MAILING ADDRESS
CITY STATE ZIP

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

1. _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
2. _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
3. _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED -- This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- ☐ 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility¹.
- ☐ 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
- ☐ a. Verification of rate, date of rate change, and related information;
- ☐ b. Contracts and Service Agreements;
- ☐ c. Previous or proposed issuance of adjustments/credits; or
- ☐ d. Other previously issued or unresolved/disputed billing adjustments.
- ☐ 3. Request investigation of my utility bill(s).
- ☐ 4. Request special metering, and the right to access interval usage and other metering data on my account(s).
- ☐ 5. Request rate analysis.
- ☐ 6. Request rate changes.
- ☐ 7. Request and receive verification of balances on my account(s) and discontinuance notices.

¹ The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

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 BASIS: (initial one box only):

*** If 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
Executed this _____ day of _____
MONTH YEAR at _____
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 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
COMPANY
Executed this _____ day of _____
MONTH YEAR



Pacific Gas and Electric Company
San Francisco, California
U 39

Cancelling

Original

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

26269-E

Electric Sample Form No. 79-1096
Authorization to Receive Customer Information or Act Upon a Customer's Behalf
(Spanish)

Please Refer to Attached
Sample Form

Advice Letter No: 3015-E-A
Decision No.

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed April 5, 2007
Effective May 5, 2007
Resolution No. _____

Autorización para recibir información del cliente o actuar en nombre de un cliente

La forma de autorización para recibir información del cliente o actuar en nombre de un cliente permite a los titulares de cuentas delegar en concreto ciertos derechos a terceros de las cuentas de PG & E. El cliente registrado puede permitir a un tercero para recibir información o transacción comercial en su nombre. El cliente debe especificar qué tipo de información que el tercero tiene derecho a recibir, ¿qué pasaría si cualquier acto (s) de la tercera parte puede realizar transacciones en su nombre, y si la autorización se proporciona en una única vez o largo plazo (que no exceda tres años).

Proveedores del servicio de energía, agentes transportistas y agregadores comunitarios
SOLAMENTE:

Los formularios completos deben enviarse por correo a:

Pacific Gas & Electric Company
ESP Servicios
Mail Codigo: N8C
P.O. Box 770000
San Francisco, CA 94177-0001

Por fax a:
415-973-2194

O, los formularios completos pueden ser digitalizados y enviados por correo electrónico al buzón de nuestros servicios ESP al:

ESPServicesCISR@pge.com

Todos los demás:

Los formularios debidamente firmados deberán ser enviados a:

Pacific Gas & Electric Company
Correspondence Management
P.O. Box 997310
Sacramento, CA 95899-7310

Por fax a:

916-375-5102
916-375-5105
916-375-5110

Los formularios completos podrán ser digitalizados y enviados por correo a nuestra dirección de correo electrónico central siguiente:

CorrespondenceManag@pge.com

Por favor, guarde una copia de la forma de autorización para su archivo personal.



Pacific Gas and
Electric Company

AUTORIZACIÓN PARA RECIBIR INFORMACIÓN DE UN CLIENTE O ACTURA EN REPRESENTACIÓN DE UN CLIENTE

EL PRESENTE ES UN CONTRATO JURIDICAMENTE VINCULANTE. LÉALO DETENIDAMENTE
(Por favor, escríbalo 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 ESTÁ 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 período 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 especifica en el presente, en relación con los servicios públicos suministrados por la Compañía de Servicios Públicos.
- ☐ 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 período 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.

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):

² Si 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 (prefiero 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 divulgar 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
Firmado este día _____ de _____ de _____ on _____
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
COMPañIA
Firmado este día _____ de _____ de _____
MES AÑO

NÚMERO TELEFÓNICO

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

The Pacific Gas and Electric Company (PG&E) name, logo(s) or trademarks (the "Marks") in stylized form are valuable assets and may be used publicly with 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 ABAG or BayREN document, Web site, etc. shall refer to PG&E by its full name, i.e., "Pacific Gas and Electric Company" in its first mention.
- ABAG 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 by this Agreement, ABAG may and agrees to instruct BayREN to make factual statements regarding ABAG's relationship with Pacific Gas and Electric Company, subject to the terms and conditions of the Agreement, the limitations stated in No. 1, above, and the following additional limitation:

- Statement may not indicate that PG&E endorses the ABAG or BayREN's products, services, etc. "Endorsement" means a statement that could be construed as PG&E recommending an BayREN 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:

BayREN brochure or Website 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"

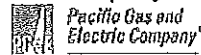
3. Uses That Are Permitted Following Consultation With Law Department

ABAG may and agrees to instruct BayREN to 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 the BayREN'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 ABAG sign a use agreement regarding their use of the PG&E logo. ABAG 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 ABAG during Task 1, Launch Program.

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

ABAG may and agrees to instruct BayREN to 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, Launch 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 the BayREN'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 ABAG sign a use agreement regarding their use of the PG&E logo. ABAG 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.). ABAG 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 partners in Corporate Citizens Supporting Energy Efficiency"



[INSERT LOGOS OF OTHER PARTNERS]

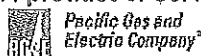
5. Uses That Will Require PG&E Management Review And Discussion (i.e., potentially longer lead time)

- Use of the Pacific Gas and Electric Company logo or PG&E spotlight logo on or with any BayREN 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 BayREN 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:



&

[A THIRD-PARTY TRADEMARK]

Organization	Classification	Not to exceed billing rate per hour
The Association of Bay Area Governments	Executive Director	\$ 315.02
The Association of Bay Area Governments	Deputy Executive Director	\$ 264.16
The Association of Bay Area Governments	Asst. Executive Director	\$ 264.16
The Association of Bay Area Governments	Finance Director	\$ 234.79
The Association of Bay Area Governments	Legal Counsel	\$ 275.25
The Association of Bay Area Governments	Director of Information Technology	\$ 215.25
The Association of Bay Area Governments	Energy Programs Manager	\$ 195.33
The Association of Bay Area Governments	Senior Program Manager	\$ 173.11
The Association of Bay Area Governments	Program Manager	\$ 134.58
The Association of Bay Area Governments	Asst Finance Director	\$ 183.31
The Association of Bay Area Governments	Senior Accountant / Grants Administrator / Program Coordinator	\$ 173.11
The Association of Bay Area Governments	Accountant / Accounting Specialist	\$ 125.90
The Association of Bay Area Governments	Senior Communications Officer	\$ 163.96
The Association of Bay Area Governments	Communications officer	\$ 144.56
The Association of Bay Area Governments	Communications Assistant	\$ 141.35
The Association of Bay Area Governments	Senior Regional Planner	\$ 173.11
The Association of Bay Area Governments	Regional Planner	\$ 147.58
The Association of Bay Area Governments	Computer Technician	\$ 110.27
	Program / System Administrator / Database Administrator	\$ 170.59
The Association of Bay Area Governments	Webmaster	\$ 145.19
The Association of Bay Area Governments	Administrative Secretary/ Customer Service Representative / Receptionist	\$ 120.81
The Association of Bay Area Governments	Legal Assistant	\$ 141.35
The Association of Bay Area Governments	Supply Clerk / Account Clerk / Accounting Assistant	\$ 104.42

*** These are fully loaded rates including salary, benefits and overhead.



Contract Work Authorization (CWA)

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

Contractor's
Legal Name: [enter Name]

Total Number of Pages: [enter #]

Contractor's
Address: [Street Address]
[PO Box]
[City, State Zip Code]

Project Name: [enter Name]

Job Location: [enter Location]

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

[enter Work Summary here]

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:
Attachment 1: Scope of Work, [enter Pages # through #]
[enter Attachment # (Use for additional attachments or Delete)]

CWA TERM: This CWA is effective upon signature by both parties and expires on [enter Date]. Time is of the essence.

**CWA
COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of [enter Date].

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

TOTAL: [enter total dollar amount and appropriate language based on pricing method for Work]

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

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



Contract Work Authorization

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

ADMINISTRATION			
PG&E Negotiator	[enter Name]	Contractor Represent	
Phone	[enter #]	Phone	
Email	[enter Address]	Email	
Accounting Reference	[enter Account # If known or Delete]		
PG&E Work Supervisor:	[enter Name]	Phone: [enter #]	
INVOICE INSTRUCTIONS: Contractor shall send Invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL Invoice to:	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	[Name] [Street Address/Mail Code] [City, State Zip Code]	
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/actpay . *Note: Contractors using the XIGN System do not need to mail a copy of the invoice to PG&E.		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<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	



Contract Change Order

This is Change Order ("CO") No. 2 to Contract No. 4400007460 dated 02/11/2013 between the Association of Bay Area Governments ("ABAG"), a Joint Powers Entity formed pursuant to California Government Code Section 6500 et seq., on behalf of BayREN and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. ABAG shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Legal Name: Association of Bay Area Governments (ABAG)

This Contract Change Order consists of 6 pages and all Attachments and Exhibits Indicated herein.

ABAG's PO Box 2050
Address: Oakland, CA 94604

Project BayREN
Name:
Job Location: Various PG&E Territories

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

This Change Order No. 2 does the following:

Adds Exhibit 7; "ABAG Document Retention and Production Requirements", and Exhibit 7-A, "Document and Data List".

Extends the term date of this MSA from 12/31/2014 until the earlier of 12/31/2025 or when the Commission issues a superseding decision and for a Maximum Contract Amount equal to the 2015 annualized budget approved by the Commission for 2015 and for years after until the earlier of 2025 or when the Commission issues a superseding decision.

Adds the following 2015 Annualized Program Budget to section 4.A.1 of the Specific Conditions as set forth on the Exhibit C "2015 Annualized Program Budget" and is incorporated by reference.

Adds a procedure to further amend the Contract to address the unspent funds from the 2013-2014 cycle that can be accessed by ABAG in 2015.

This Change Order represents full and final consideration for the changes described herein.

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

Attachment: Exhibit 7 "PG&E ABAG Document Retention and Production Requirements"; Exhibit 7-A Document and Data List", pages 1-3

Exhibit C "2015 Annualized Program Budget", page 1

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

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

The parties, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, hereby agree to the terms of this Contract CHANGE ORDER.



PACIFIC GAS AND ELECTRIC COMPANY		Association of Bay Area Governments (ABAG)	
Signature		Signature	
Name	Gun Shim	Name	Ezra Rapport
Title	VP Supply Chain	Title	Executive Director
Date	12/12/14	Date	12/9/14

Change Order No. 2
Contract No. 4400007460

Page 2 of 6

PG&E Negotiator	Tony Abdulla	ABAG Representative	
Phone	415.973.6837	Phone	510-464-7920
Email:	tca2@PGE.COM	Email:	Ezra R @ abag.ca.gov
Accounting Reference			

Distribution Date		
Distribution of Copies	Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	ABAG (Signed Original Copy)
	Work Supervisor	Manager
	Invoice Approver	Supervisor
	V.P.	Sourcing/ Purchasing
	Director	Law

EXHIBIT C
2015 ANNUALIZED PROGRAM BUDGET

4A.1 2015 Program Budget for Bay Area Regional Energy Network Approved in CPUC Decision 13-09-044

The aggregate total of PG&E payments for all Work authorized and completed under this Agreement for 2015 shall not exceed **\$13,189,494.06*****, absent prior written approval from the Commission. The following budgets for the BayREN programs have been approved by the Commission for the 2015 program year.

Program	Program Year 2015
Single Family (T&M)	\$ 2,473,249
Single Family (Incentives)	\$ 2,000,000
Subtotal Single Family	\$ 4,473,249.00*
Multi-family (T&M)	\$ 2,726,600
Multi-family (Incentives)	\$ 3,750,000
Subtotal Multi-family	\$ 6,476,600.00
Commercial PACE (T&M)	\$ 251,505.00
PAYS (T&M)	\$ 361,146.00
Subtotal Financing	\$ 612,651.00
Codes and Standards (T&M)	\$ 1,274,500.00
Subtotal D.14-10-046	\$12,837,000
Multi-family CAP (T&M)	\$ 352,494.06**
Total BayREN Budget	\$ 13,189,494.06***

*Pending further CPUC clarification, this number could be reduced.

** The Multi-family CAP budget shall be reduced by the amount of any additional ABAG invoices for this program in 2014.

*** The total budget shall be modified if directed by the Commission.

The Parties will amend this Agreement in the first quarter of 2015 to indicate the additional amounts of unspent funds remaining from ABAG's approved 2013-2014 budget that will be available to ABAG for Work authorized and completed under this Agreement during 2015 as directed by the CPUC Energy Division and as mutually agreed upon by the Parties.

MSA NO. 4400007460

Exhibit 7A

Document and Data List

If Section 1(a) of Exhibit 7 is checked, ABAG agrees that in connection with this Contract or CWA, as applicable, the following ABAG Documents will be created, received and/or maintained by ABAG:

Required Records Include:

1. Final incentive applications
2. Copies of paid invoices
3. Pre and post-installation inspection reports

EXHIBIT 7

ABAG Document Retention and Production Requirements

1. ABAG agrees to retain, or cause to be retained, all documents and data, whether paper or electronic, as set forth on Exhibit 7A ; provided that ABAG is not required to retain (i) draft versions of these written documents (ii) documents that are inconsequential or ancillary to such documentation as follow: :

☐ a. the documents and data specified in Exhibit 7A to this Contract and/or in individual work authorizations (CWA) under this Contract; or

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

If neither Section 1(a) or Section 1(b) is checked, Section 1(b) shall apply. If Section 1(a) is checked, but documents and data are not specified in Exhibit 7A, or in a subsequently issued CWA, Section 1(b) shall apply. Collectively, the information shall hereinafter be referred to as "ABAG Documents."

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

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

a. Such shall transmit to PG&E, or provide PG&E access to, PG&E Records on request within two (2) business days hours or sooner if needed (without limitation) for regulatory, CPUC, safety, audit and/or litigation requirements; PG&E may specify that PG&E Records be delivered to PG&E on a regular basis prior to the Work Completion Date;

b. With respect to ABAG Documents not transmitted to PG&E as PG&E Records, ABAG shall retain, or cause to be retained, all such documents for twenty four (24) months after the Work Completion Date ("Post-Termination Retention Period"). During the Post-Termination Retention Period, ABAG Documents shall be retained by ABAG at no additional cost to PG&E until disposed of in accordance with Section 6 below. To the extent PG&E requests retention of

the ABAG Documents after the Post-Termination Retention Period, the parties will mutually agree on the terms and conditions of such additional retention;

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

4. Any ABAG Documents that are subject to section 10.0 "Confidentiality" of Exhibit A to Contract No. 4400007460 shall be treated as confidential and shall not be disclosed to others unless is required to produce such documents pursuant to legal or regulatory requirements, in which case Contractor shall give PG&E maximum practicable advance notice prior to any production.

5. If applicable, a system for back-up of electronic ABAG Documents (e.g., files or databases) shall be maintained so they will be preserved for retrieval in the event that the originals are lost or destroyed.

6. If PG&E provides paper documents in order to convert them to digital electronic format, such paper documents shall be returned and converted to digital electronic format to PG&E.

7. ABAG is responsible for ensuring that its Subcontractors regardless of tier comply with the obligations of ABAG where set forth in this Exhibit 7.

8. The terms and conditions of this Exhibit 7, including Exhibit 7A if attached, shall survive the termination of this Contract.

ATTACHMENT 1 for 2015
AMENDED FUNDING AND IMPLEMENTATION
AGREEMENT

BAYREN PROGRAMS

SINGLE FAMILY

The Single Family Program will continue to implement the Energy Upgrade California™ Home Upgrade program in the nine Bay Area counties. Services offered through the Single Family program include:

- Marketing and outreach (regional and local)
- Targeted Audit Incentives for completed PG&E Advanced Home Upgrade program
- Home Upgrade Advisor
- Home Upgrade Rebate Program
- Contractor training, mentoring, and outreach

Task	Budget
Administration	\$505,000
Implementation	\$1,236,000
Marketing & Outreach	\$732,249
Incentives	\$2,000,000
TOTAL	\$4,473,249

StopWaste	Contra Costa**	Marin	Napa	San Francisco	San Mateo*	Santa Clara	Solano	Sonoma	ABAG
\$123,707	\$118,834	\$43,629	\$32,035	\$65,458	\$253,259	\$173,209	\$44,605	\$55,513	Internal \$124,000 Contingency: \$199,000 Consultant: \$1,230,000 Incentives: \$2,000,000 Total: \$3,588,000

*Program Lead Link

**Program Rep Link

MULTI FAMILY

The BayREN members will provide services in their jurisdictions to support the BayREN Multifamily program. These tasks include local outreach to recruit property owners, support to the consultant providing technical assistance services to local property owners, assistance with recruiting contractors for trainings, and coordination with the BayREN Multifamily Committee. San Francisco will provide technical assistance to multifamily properties in the City and County of San Francisco.

Task	Budget
Administration	\$381,500
Implementation	\$2,165,600
Marketing & Outreach	\$179,500
Incentives	\$3,750,000
TOTAL Non-Resource	\$6,476,600

StopWaste*	Contra Costa	Marin	Napa	San Francisco	San Mateo	Santa Clara**	Solano	Sonoma	ABAG
\$1,862,100 Incentives: \$3,750,000 Total: \$5,612,100	\$25,000	\$15,000	\$20,000	\$244,000	\$25,000	\$50,000	\$20,000	\$20,000	\$445,500

CODES & STANDARDS

The Codes and Standards program promotes an integrated, measurement-driven management process for enhancing energy code compliance. Members will assist with local trainings, regional forums and compliance assessment.

Task	Budget
Administration	\$181,500
Implementation	\$960,000
Marketing & Outreach	\$133,000
TOTAL Non-Resource	\$1,274,500

StopWaste**	Contra Costa	Marin	Napa	San Francisco	San Mateo	Santa Clara	Solano	Sonoma	ABAG*
\$72,500	\$35,500	\$39,000	\$19,500	\$37,000	\$54,000	\$56,000	\$26,000	\$30,500	Internal: \$250,500 Consultant: \$654,500 Total: \$904,500

FINANCING

Multi-Family Capital Advance†

Task	Budget
Administration	\$150,000
Implementation	\$200,000
Marketing & Outreach	\$150,000
TOTAL Non-Resource	\$500,000

†This Program was approved from 2013-15 so no additional funds have been provided.

StopWaste \$295,000	Contra Costa -	Marin -	Napa -	San Francisco -	San Mateo -	Santa Clara -	Solano -	Sonoma -	ABAG: \$25,000 Consultant: \$205,000
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FINANCING

Commercial PACE

Task	Budget
Administration	\$32,900
Implementation	\$0
Marketing & Outreach	\$218,605
TOTAL Non-Resource	\$251,505

StopWaste	Contra Costa	Marin	Napa	San Francisco*	San Mateo	Santa Clara	Solano	Sonoma	ABAG
\$600	\$600	\$600	\$600	\$18,100	\$600	\$600	\$600	\$600	Admin: \$7,000 Contingency \$215,605 Consultant: \$6,000 Total: \$228,605

FINANCING

Pay as You Save™

Task	Budget
Administration	\$36,110
Implementation	\$255,585
Marketing & Outreach	\$69,451
TOTAL Non-Resource	\$361,146

StopWaste**	Contra Costa	Marin	Napa	San Francisco	San Mateo	Santa Clara	Solano	Sonoma*	ABAG
\$23,100	\$900	\$900	\$900	\$6,700	\$900	\$900	\$900	\$310,446	\$15,500

ATTACHMENT 1A for 2015

**AMENDED FUNDING AND IMPLEMENTATION
AGREEMENT**

ATTACHMENT 1A for 2015

County of San Mateo

Scope of Work

BayREN Single Family Program

Budget NTE: \$253,259

County of San Mateo is the regional lead for the Single Family subprogram, and as such, funds have been allocated for roles that are required of a program lead. The BayREN Counties, including County of San Mateo, will provide services in their jurisdictions to support the BayREN Single Family program. These tasks include local outreach to single family homeowners; contractor recruitment, support and engagement and coordination with the BayREN Single Family Committee and Coordinating Circle. The total budget for County of San Mateo is \$253,259. Tasks below are based on local budget and capacity to deliver services.

I. Admin - Cross Link for County of San Mateo

Purpose: Representing County of San Mateo context within BayREN

Role Accountabilities:

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of San Mateo's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of County of San Mateo's stakeholders
- Communicating with County of San Mateo's stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local Energy Watch/Local Government Partnership and other County of San Mateo's programs.
- Establishing that member has been selected by its county to act on its behalf
- Ensuring that member has expertise and experience in energy-related project management and implementation
- Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
- Developing and reviewing program performance, and program and pilot recommendations

- Reviewing and authorizing program changes
- Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective- building, etc.
- Work with Lead Link to assure deliverables are met for accountability purposes.

II. **Implementation - Single-Family Lead Link**

Purpose: Optimize regional single family program performance

Role Accountabilities:

- Allocating Single Family resources incorporating the input from circle members
- Assigning Single Family roles, monitoring fit for role, providing feedback to enhance fit and removing Partners from roles incorporating the input from circle members
- Assessing and defining priorities and strategies for the Single Family Circle incorporating the input from circle members
- Defining and assigning metrics for the Single Family Circle
- Facilitating Single Family Circle subcommittees to provide groundwork for decisions at the Coordinating Circle, e.g., ME&O strategies and options
- Assuring circulation of best strategies and tactics to all BayREN members (BMPs/tactics)

Single Family Coordination

Purpose: Professional day-to-day program implementation and management, deploying BMPs, and customary standards

Role Accountabilities:

- Hosting Single Family committee meetings and participating in BayREN working groups
- Managing consultant team in concert with ABAG as the contracting party
- Coordinating all program implementation elements with subcontractors and consultants
- Coordinating with BayREN members, ABAG, PG&E, CPUC, and EM&V consultants
- Reporting on Program progress to BayREN members
- Supporting Program Administrator Lead Link with regulatory filings, data requests and reports related to the Program
- Adapting and adjusting program as needed
- Trouble-shooting program challenges
- Representing Program interests and goals as participants in relevant stakeholder groups, committees, and advisory groups
- Managing integration of regional program activities with statewide initiatives related to the Single Family Program
- Coordinating contractor matters, strategies, and actions with the Single Family Program Circle
- Participating in and monitoring all regulatory, legislative, and statewide activities that relate to or impact the Single Family Program

Single Family Accounting

Purpose: Proper handling of utility ratepayer funds

Role Accountabilities:

- Monitoring budget, expenditures, and receivables
- Adhering to utility requirements or guidelines
- Processing property owner rebates and consultant/sub-consultant invoices
- Submitting monthly invoices and reporting
- Developing new budgets and forecasts for Coordinating Circle consideration, as needed

Single Family Technical Assistance

Purpose: Coordinate and manage technical aspects of the Single Family implementation and performance

Role Accountabilities:

- Coordinating technical program changes integration
- Advising and assisting property owners
- Monitoring and ensuring that program meets projected energy savings targets
- Assessing barriers or conditions that impact program performance and energy savings
- Referring property owners (directly or indirectly) to other programs
- Monitoring program software and other tools
- Coordinating and monitoring training for Single Family contractors

III. Marketing and Outreach

Purpose: Support the Single Family program at the county level

Role Accountabilities:

- Provide two local contractor sales and business training events
- Meet one-on-one with potential and Participating contractors to provide program support and information
- Recruitment of specialty and Advanced contractors
- Outreach to contractors through emails and calls
- Coordinate four Homeowner workshops
- Coordinate tabling and outreach at six events
- Purchase digital or print media
- Printing of program collateral
- Coordinate co-op marketing with Participating Contractors
- Coordinate one presentation to community groups
- Maintain and create stakeholder partnerships such as local cities, Energy Watch programs and Community Based Organizations to assist in outreach of the program
- With oversight from the Lead link, implement innovative marketing tactics, perform research tasks and/or participate in related professional development trainings.
- Hosting program information on local website(s)

- Providing Program Lead with local information, contacts and data that support and promote the Program
- Reporting on best and highest performing activities to the Single Family Circle
- Analyzing local program performance to identify gaps and recommendations to Program Lead
- Ensure that a minimum of 20 percent of the marketing allocation is dedicated to both Contractor recruitment and engagement tasks and consumer outreach tasks.

Budget

Task	Budget
Administration	\$50,000
Implementation	140,000
Marketing & Outreach	\$63,259
Total	\$253,259

ATTACHMENT 1B FOR 2015

**AMENDED FUNDING AND IMPLEMENTATION
AGREEMENT**

ATTACHMENT 1B for 2015

County of San Mateo

Scope of Work

BayREN Multifamily Program

Budget NTE: \$25,000

The BayREN Counties will provide services in their jurisdictions to support the BayREN Multifamily program. These tasks include local outreach to recruit property owners, support to the consultant providing technical assistance services to local property owners, assistance with recruiting contractors for trainings, and coordination with the BayREN Multifamily Committee and Coordinating Circle. The total budget for County of San Mateo is \$25,000. Tasks below are assigned based on local budget and capacity to deliver services.

I. Admin – Cross Link

Purpose: Representing County of San Mateo context within BayREN

Role Accountabilities:

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of San Mateo's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of County of San Mateo stakeholders
- Communicating with County of San Mateo's stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local Energy Watch/Local Government Partnership and other County of San Mateo programs.
- Establishing that member has been selected by its county to act on its behalf
- Ensuring that member has expertise and experience in energy-related project management and implementation
- Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes

- Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective- building, etc.

II. Marketing and Outreach

Purpose: Support the multifamily program at the county level

Role Accountabilities:

- Recruiting property owners and contractors through local activities
- Planning, organizing and attending two local outreach events
- Ensuring outreach is done in all jurisdictions within the member county (towns, cities, unincorporated areas, etc.)
- Coordinating with cities within the County, Energy Watch/Local Government Partnership, and other local programs
- Hosting program information on local website(s)
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Reporting on best and highest performing activities to the Multifamily Circle
- Analyzing local program performance to identify gaps and recommendations to Program Lead

Budget

Task	Budget
Administration	\$15,000
Implementation	-
Marketing & Outreach	\$10,000
Total	\$25,000

ATTACHMENT 1C FOR 2015

**AMENDED FUNDING AND IMPLEMENTATION
AGREEMENT**

ATTACHMENT 1C for 2015

County of San Mateo

Scope of Work

BayREN Codes & Standards Program

Budget NTE: \$54,000

The BayREN Counties will provide services in their jurisdictions to support the BayREN Codes and Standards program. These tasks include coordination of follow up activities in PROP visits, marketing of trainings and workshops to cities, support for Regional Forums, support for development of local energy policies, and coordination with the BayREN Codes and Standards Committee and Coordinating Circle. The total budget for County of San Mateo for 2015 is \$54,000. Tasks below are assigned based on local budget and capacity to deliver services.

I. Admin – Cross Link

Purpose: Representing County of San Mateo context within BayREN

Role Accountabilities:

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of San Mateo's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of County of San Mateo stakeholders
- Communicating with County of San Mateo's stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local Energy Watch/Local Government Partnership and other County of San Mateo programs.
- Establishing that member has been selected by its county to act on its behalf
- Ensuring that member has expertise and experience in energy-related project management and implementation
- Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes

Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective- building, etc.

II. Implementation

Purpose: Support the Codes and Standards program at the county level, including in coordination with all other local governments in County of San Mateo.

Role Accountabilities:

- Developing content for one specialty training per specific needs of a jurisdiction within the County
- Developing content for one Forum focused on energy policies, programs, or activities
- Researching, supporting, and advocating for at least two specific energy policies at the local government level
- Providing local coordination and assistance in follow up work and visit for one PROP community
- Coordinating with cities within the County, Energy Watch/Local Government Partnership, and other local programs
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Reporting on best and highest performing activities to the Codes and Standards Circle
- Analyzing local program performance to identify gaps and recommendations to Program Lead

III. Marketing and Outreach

Purpose: Support the Codes and Standards program at the county level, including marketing and outreach to all local governments in County of San Mateo.

Role Accountabilities:

- Providing email, phone and other marketing for each of the six regional forum events
- Recruiting local governments for hosting twenty trainings from the BayREN curriculum or specialty trainings developed in the program

Budget

Task	Budget
Administration	\$3,500
Implementation	\$27,500
Marketing & Outreach	\$23,000
Total	\$54,000

ATTACHMENT 1D FOR 2015

**AMENDED FUNDING AND IMPLEMENTATION
AGREEMENT**

ATTACHMENT 1D for 2015
County of San Mateo
Scope of Work
BayREN Commercial PACE Program
Budget NTE: \$600

The County of San Mateo will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. The total budget is \$600.

Admin – Cross Link

Purpose: Representing County of San Mateo context within BayREN

Role Accountabilities:

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of San Mateo's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of County of San Mateo stakeholders
- Communicating with County of San Mateo's stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local Energy Watch/Local Government Partnership and other County of San Mateo programs.
- Establishing that member has been selected by its county to act on its behalf
- Ensuring that member has expertise and experience in energy-related project management and implementation
- Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes
- Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective- building, etc.

Budget

Task	Budget
Administration	\$600
Implementation	-
Marketing & Outreach	-
Total	\$600

ATTACHMENT 1E FOR 2015

**AMENDED FUNDING AND IMPLEMENTATION
AGREEMENT**

ATTACHMENT 1E for 2015

County of San Mateo

Scope of Work

BayREN PAYST™ Program

Budget NTE: \$900

County of San Mateo will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. The total budget is \$900.

Admin – Cross Link

Purpose: Representing County of San Mateo context within BayREN

Role Accountabilities:

- Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
- Seeking to understand Tensions conveyed by any of County of San Mateo's stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of County of San Mateo stakeholders
- Communicating with County of San Mateo's stakeholders about BayREN programs and activities
- Sharing progress, performance, and strategic data and information with the Coordinating Circle
- Coordinating with local Energy Watch/Local Government Partnership and other County of Contra Costa programs.
- Establishing that member has been selected by its county to act on its behalf
- Ensuring that member has expertise and experience in energy-related project management and implementation
- Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
- Developing and reviewing program performance, and program and pilot recommendations
- Reviewing and authorizing program changes
- Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective- building, etc.

Budget

Task	Budget
Administration	\$900
Implementation	-
Marketing & Outreach	-
Total	\$900

ATTACHMENT 2 for 2015
AMENDED FUNDING AND IMPLEMENTATION
AGREEMENT

ATTACHMENT 2 for 2015
County of San Mateo

The Final Decision, issued on September 19, 2013 in CPUC Proceeding Number A.12-07-001, et. al. disapproved of the BayREN Single Family Loan Loss Reserve subprogram, proposed as part of the BayREN Energy Efficiency Financing Portfolio. Accordingly, the amounts of the revolving loan funds are revised as follows:

Single Family Loan Loss Reserve ¹	\$0
Multi-Family Capital Advance	\$1,500,000

The procedure for drawing down loan funds, as approved by the BayREN Coordinating Committee on October 31, 2013, is:

- The loans are available regionally on a first-come first-served basis. The disbursement of loan funding to projects will be contingent upon their lenders' ability and commitment to contribute at least half of the overall capital to co-finance upgrades. There are a number of program variables that will impact the allocation of the disbursement including: lender receptivity to program participation, average and maximum loan sizes (and therefore the number of loans available out of the 1.5million capital pool), timing and the necessity to leverage the Bay REN Multifamily incentive program to provide the Quality Assurance mechanisms for the loan product, and identifying upgrade project scopes of work that can be installed with-in the budget of the maximum loan amounts provided jointly by BayREN and the participating lender(s).
- Implementers will institute process measures to provide equal opportunity to the entire region by actively targeting participation from lenders and property owners in each of the 9 county jurisdictions.
- Lender participation agreements and loan reservations will be honored through their expiration dates.

¹ The budget for the Single Family Loan Loss Reserve has been amended on Attachment 1, revision 2 in conformity with Decision A.12-07-001. The Scope of Work for services related to Single Family Loan Loss Reserve is deleted from the Implementation Agreement.

ATTACHMENT 3 for 2015
AMENDED FUNDING AND IMPLEMENTATION
AGREEMENT

Attachment 3

Community Program Specialist: \$51.31/hr

Management Analyst I: \$59.95/hr

Management Analyst II: \$59.95/hr

Management Analyst III: \$68.00/hr

Principal Analyst: \$96.64/hr

Intern: \$12/hr