

Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. 2501314930 Issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400010198 dated 12/15/2015 (the "MSA") between the below-named Contractor ("**Contractor**"), and **Pacific Gas and Electric Company ("PG&E")**, a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's City of Fresno, Sustainable
Legal Name: Fresno Division.
Contractor's Address: 2600 Fresno St
Fresno, CA 93721

This CWA consists of 16 pages and all
Attachments and Exhibits Indicated herein.

Project Name: Central Valley Energy Tune Up
Program Job Location: Various PG&E Service Territories

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

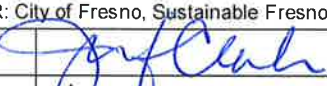
ATTACHMENTS: Each of the following documents is attached to this CWA and is incorporated herein by this reference:

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

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

TOTAL: \$477,000

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

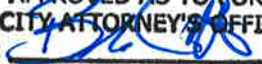
PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: City of Fresno, Sustainable Fresno Division.	
Signature		Signature	
Name	Nathan Floyd	Name	JENNIFER CLARK
Title	Sourcing Supervisor	Title	DIRECTOR D.A.B.M.
Date	3/21/18	Date	3-7-2018

ATTEST:

YVONNE SPENCE, CMC
CITY CLERK

By 
Deputy 3-3-18

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: 
CITY ATTORNEY

Brandon M. Collet

Contract Work Authorization
 CWA No. C 3806

ADMINISTRATION			
PG&E Negotiator	Ana Milena Gergen	Contractor Represent	JOSE GONZALEZ
Phone		Phone	(559) 621-8090
Email	A4g2@pge.com	Email	JOSE.GONZALEZ@FORSNO.GOV
Accounting Reference			
PG&E Work Supervisor:	Steve Newvine	Phone:	209-384-4918
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:	Steve Newvine 3185 M Street Merced, CA 95348	
	For information regarding Invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/actpay .		

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

REGIONAL DIRECT INSTALL PROGRAM SCOPE OF WORK

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

- ATTACHMENT 1. Allowable Measures, Geographic Areas, and Program Customers
- ATTACHMENT 2. Program Policy and Procedures Manual and Quality Assurance and Quality Control Plan Specific Requirements
- ATTACHMENT 3. Intentionally omitted.
- ATTACHMENT 4. Intentionally omitted.
- ATTACHMENT 5. Contractor Certification of HVAC Permits and License Form
- ATTACHMENT 6. Incentive Recipient Certification Form
- ATTACHMENT 7. Itemization of CPUC Budget Allocation
- ATTACHMENT 8. THIS SECTION INTENTIONALLY LEFT BLANK
- ATTACHMENT 9. THIS SECTION INTENTIONALLY LEFT BLANK
- ATTACHMENT10. Customer Program Participation Agreement

Non-Utility Energy Efficiency
Staples Regional Direct Install Programs

STATEMENT OF WORK (SOW)

1. INTRODUCTION

- 2. City of Fresno implements Central Valley Energy Tune Up Program through PG&E's Government and Community Partnerships, offering comprehensive energy efficiency services to small and medium business (SMB), municipal, and residential customers. The primary deliverable will be a minimum of 1,000 home energy tune ups (residential assessments) in homes of customers living in disadvantaged communities. The specific Partnerships served under the residential component of this Contract include Kern County Energy Watch, Fresno Energy Watch, Madera County Energy Watch, North San Joaquin Valley Energy Watch, and Valley Innovative Energy Watch.**

3. PROGRAM REQUIREMENTS

- 3.1 Program Begin and End Dates.

3.1.1 Contractor shall begin Program activities on January 1, 2018.

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

4. TASK 1 - DEVELOP PROGRAM MATERIALS AND PROGRAM LAUNCH

- 4.1 Contractor shall develop Program Management Plan (PMP) for Program activities in the Customer geographic areas served by the Contractor on Attachment 1. The elements of a PMP are outlined in Attachment 4, and may include sections on a program overview, management activities, marketing plan, Strategic Energy Resources plan and a quality assurance and quality control plan.
- 4.2 Attend Program Meetings. Contractor shall attend Program meetings with the PG&E Program Manager and other PG&E staff, as requested, to discuss Program logistics, marketing coordination, evaluation, monitoring and verification coordination, invoicing requirements, scope of work, and any contractual issues.
- 4.3 Program Training. Attend training, workshops, webinars and other training events as requested by PG&E to use PG&E's data reporting systems, update information on regulatory and environmental activities, codes and standards, energy efficiency and demand response products and other information pertinent to Program implementation.

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

3.2.1 Task 1 - Schedule of Deliverables

Deliverable	Draft Due Date	Final Due Date
Program Management Plan	30 calendar days following contract execution	Two weeks after receipt of PG&E PM comments
Marketing Materials	Ongoing	Two weeks after receipt of PG&E PM comments
Training Materials	45 days following contract execution	One week after receipt of PG&E PM comments

5. TASK 2 - SOLICIT CUSTOMER PARTICIPATION IN THE PROGRAM

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

- 5.1 Contractor shall evaluate potential Customers to ensure energy efficiency opportunities are identified and the Customer has the eligibility and intent to meet the Program requirements to achieve long-term energy savings. Contractor is responsible to determine the Customer meets all Program eligibility criteria and sign required Program Forms.
- 5.2 Contractor shall determine which Program services best serve the Customer and align with the Program goals. Contractor shall keep PG&E assigned representative(s) and Regional Direct Install Implementer engaged and informed the status of Program activities. These shall include, but are not limited to:
- 5.2.1 Initial Walkthrough / Facility Assessment. A facility walkthrough to discuss the facility operation and equipment to understand the systems to be evaluated for efficiency opportunities. Systems may include, but are not limited to, air conditioning, process cooling and refrigeration equipment, compressed air systems, ventilation and fan systems, pumping systems, lighting, and associated controls and control systems.
- 5.2.2 Energy Audits. A simple energy audit to identifying potential cost-effective energy savings opportunities. Other Programs. Contractor, PG&E PM, and the Customer field representative shall coordinate to explain other applicable Program offerings and how to receive them with the Customer.

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

6. TASK 3 - REFER CUSTOMERS TO DIRECT INSTALL IMPLEMENTERS

- 6.1 Refer Customers. Contractor shall refer qualified Customers to authorized direct install implementers through PG&E's Energy Insight software tool. Design and/or Technical Assistance. When relevant, Contractor shall provide design and/or technical assistance to identify energy efficiency opportunities and to facilitate Customer's analysis and project implementation.

7. TASK 4 - PROGRAM BUDGET AND REPORTING

7.1 Program Budget, CPUC Budget Allocations

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

BUDGET EXAMPLE –Actual format may change

Administration \$147,000
Marketing \$80,000
Implementation \$220,000
SER \$30,000

- 7.1.2 CPUC Budget Allocation. Contractor may be required to provide an annual Program budget allocation in the CPUC-specified categories which includes Administration, Marketing and Direct Implementation Non-Incentive Costs and Direct Implementation Non-Incentive Costs: Strategic

Energy Resources as itemized on Attachment 2. Contractor will notify PG&E if at any time during the year there is significant change that may impact this CPUC Budget Allocation.

8. TASK 5 - PROGRAM REPORTS AND INVOICE REQUIREMENTS

- 8.1 Monthly Progress Report documenting Program accomplishments, savings and budget tracking, Project installations performed in the preceding calendar month, Customer Feedback Survey results and Customer Service log. Contractor will work with PG&E PM on the format and content of the Monthly Progress Report but may include the following:
 - Program performance
 - Customer Feedback Survey Results
 - Customer Service Log
- 8.2 Monthly Program Accruals. Contractor will provide PG&E with a monthly forecast of expenditures and Accruals. This accrual determines the estimated monthly expenditure Contractor seeks to spend during the Program. PG&E relies upon the representations in the accrual to enter into this CWA. The Contractor and PG&E PM will revisit the accruals on a monthly basis to ensure that any changes in program delivery are reflected. Material changes in this accrual will impact PG&E's decision to terminate the CWA, impact the Budget allocations.
- 8.3 Monthly Invoice(s) totals are required to be broken down by CPUC budget allocation categories. The invoice shall show the monthly, year to date, and percentage of the total budget allocation as set forth in Attachment 2.
- 8.4 Project Pipeline Report. Contractor shall provide monthly Project Pipeline Reports if applicable.
- 8.5 Monthly Key Performance Indicators (KPI) Reporting. Data will be collected monthly and reviewed together with the PG&E PM on a quarterly basis. Final KPIs, including annual energy savings goals, will be documented in the PMP.
- 8.6 Ad Hoc Reports and Additional Data. PG&E may require Contractor to provide other reports or documentation ("Ad Hoc Reports"). Additional information may be required by the CPUC.
- 8.7 CPUC Regulatory Reporting. Contractor shall comply with all CPUC regulatory reporting requirements. PG&E may request such data be provided in a format suitable for submittal to the CPUC.
- 8.8 Monthly Direct Costs/Activities (applicable to Time and Materials invoices). Contractor shall provide a list of individuals and total hours worked by each individual per month.

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

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

Task 5 Invoicing and Reporting Schedule of Deliverables

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

9. **PROJECT COMPLETION AND PROGRAM PAYMENT TERMS**

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

9.2 Budget Adjustments/Measure Disallowance/Termination.

9.2.1 PG&E reserves the right to: (a) reduce or increase the Budget and its associated savings, (b) shift program funds, or (c) cancel or terminate the CWA.

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

9.2.3 If PG&E reduces funding, terminates the CWA, or the Program is discontinued, Contractor shall provide a Project(s) status report.

10. **RAMP-DOWN PROGRAM**

- 10.1 Program Ramp-Down. Unless otherwise agreed, Contractor shall provide a plan to ramp down the Program (Ramp Down Plan) by December 1, 2018. The Ramp-Down Plan must take into consideration that all Projects should be complete and paid by December 15, 2018.
- 10.2 Program Shut-Down Notification. Contractor shall develop for PG&E PM approval a shut-down notification as part of the Ramp Down Plan. The notification shall be sent to Customers no later than 14 days after notification to Contractor to ramp down the Program. Contractor shall develop the Notification to be approved by the PG&E PM. The Notification will provide Program shut down information, identify a specified representative for warranty issues and to contact PG&E to pursue other PG&E energy efficiency programs.
- 10.3 If Program funding is no longer available, Contractor must immediately notify Customers in writing the Program is being shut down.
- 10.4 Ramp-Down Schedule of Deliverables.

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

11. **NOTICES**

- 11.1 Contractor designates Jose Gonzales, Fresno City Hall, 2600 Fresno Street, Fresno, CA 93721, 209-621-7000, jose.gonzalez@fresno.gov as Contractor's Contract Representative for all matters relating to this CWA.
- 11.2 PG&E designates <Steve Newvine, Senior Program Manager , 3185 M St., Merced, CA 95340, 209-384-4918, sxns@pge.com as PG&E's PM for all matters relating to CWA.
- 11.3 The Parties may modify their designated contact representatives at any time by providing the other Party with a written update notification with the new contact information.

12. CPUC AUTHORITY

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

Attachment 1

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

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

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

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

Eligible Customers:

Contractor may serve the following Customers:

- Public sector customers, including but not limited to cities, counties, special districts, wastewater treatment facilities (NAICS 22132x) and K-12 public schools.
- Any exceptions to this list of eligible customers must be approved in writing by the PG&E PM.

Eligible Geographic Area:

Contractor may serve the above eligible customers in the following counties within PG&E's service territory: Kings, Tulare, Kern, Madera, Stanislaus, Fresno, San Joaquin, and Merced

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

Excluded Customers

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

1. Small and Medium Businesses (SMB) - including non-profit organizations. SMB customers are defined as non-residential customers with an annual maximum peak demand of less than 200 kW.
2. Colleges – Customers in the college market sector (NAICS 6113xx) including private schools.
3. Supermarkets and Groceries – Contractor will only address neighborhood, privately owned supermarkets and grocery stores (NAICS 445xxx) up to a Maximum Demand of 200 kW who do not have existing multiplex refrigeration systems and do not have more than 10 stores total located within PG&E's service area. For customers in this segment whose refrigeration equipment includes multiplex systems, no services will be offered.
4. Furniture and Retail Stores – Customers in the furniture store market sector (NAICS 4232xx, 442xxx) and retail sector with Maximum Demand greater than 200 kW or that have more than 10 stores total located within PG&E's service area.

5. Wineries – Customers in the winery market sector (NAICS 31213x), unless the customer meets the following three conditions:
 - a. The customer must have a demand of 200 kW or less within the past 12 months.
 - b. The savings opportunities are lighting and refrigeration measures only. If there are other technologies that the customer is interested in, the customer should be referred to the PG&E WIES Program.
 - c. The customer is not currently being served by WIES, per PG&E PM confirmation.
6. Tribal Casinos – Customers in the tribal casino market sector (NAICS 7132xx and 72112x) except for non-Casino related tribal facilities (e.g., small business on reservation can be served by Regional Direct Install)
7. Dairies – Customers in the dairy market sector (NAICS 11212x, 3115xx).
8. Medical Facilities - Customers in the medical facilities market sector include nursing homes, medical office buildings and hospitals on an E19 rate schedule or that are part of one of the larger health organizations e.g., Kaiser, VA, Sutter and Catholic Healthcare West.
9. Common Area of Mobile Home Parks.

Attachment 2

Itemization of CPUC Budget Allocation

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



Attachment 3

Key Performance Indicators (KPI) Reporting Data



KPI Implementer
Data Entry_1020201!

Sample Input Template

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

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

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

Attachment 4

Program Management Plan Guidance

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

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

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