



**PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA**

SPECIFIC CONDITIONS

FOR

CES (CUSTOMER ENERGY SOLUTIONS)

SERVICES SUPPLIERS

SPECIFIC CONDITIONS FOR CES SERVICES SUPPLIERS

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SPECIFIC CONDITIONS FOR CES SERVICES SUPPLIERS

1.0 INTRODUCTION

In 1996, the California State Assembly Bill 1890 (“AB 1890”) established a funding mechanism for ratepayer-funded energy efficiency programs and charged the California Public Utilities Commission (CPUC) with overseeing the creation of such programs.

Energy efficiency programs are designed to offer technical and financial assistance to commercial, industrial, agricultural and residential customers who install energy-efficient and electric load reduction equipment at their facilities or in their homes.

The CPUC relies on Pacific Gas and Electric Company (PG&E), Southern California Gas, Southern California Edison and San Diego Gas and Electric, all investor owned utility companies (IOUs), to administer energy efficiency programs. One of the main goals of energy efficiency programs is to support energy efficiency measures that are cost effective for customers to help postpone the need for new energy sources, improve environmental quality, and conserve natural resources.

PG&E designs and implements a broad range of energy efficiency programs for commercial, industrial, agricultural and residential customers, and requires support to successfully design and implement these programs. The programs produce long-term energy and demand savings while reducing barriers to customers and providing incentives to implement energy efficient measures. These programs also help to improve building and product design practices and technologies.

2.0 DEFINITIONS

The definition of “Change Order”, “Consultant” or “Contractor”, “Contract”, “Party” or “Parties”, “PG&E”, “Specification”, “Subcontract”, “Subcontractor”, “Work”, as used in the Contract shall be as defined in the General Conditions. The definitions found in the General Conditions are supplemented with the terms defined below:

- 2.1 **Customer:** The PG&E utility customer or customer’s representative.
- 2.2 **PG&E Program Manager:** PG&E’s employee representing PG&E’s interest in connection with the Work and who have ultimate oversight, review and approval over the Work and any expenditures and authorizing invoice payments.
- 2.3 **Implementer:** The entity or entities entering into this Contract with PG&E to perform the Work.

3.0 CONTRACT DOCUMENTS

- 3.1 This Contract consists of General Conditions, and Specific Conditions and their incorporated Exhibits and attachments, referred to as the Master Service Agreement (MSA), which terms and conditions govern all Work performed by Implementer in accordance with any contract work authorization (CWA) executed by the Parties.

- 3.2 The CWA will state a not to exceed (NTE) cap amount for the Work performed, provide a start and completion date and an attached detailed scope of work (SOW). A sample CWA cover sheet is attached as Exhibit A.
- 3.3 The SOW shall include, but not is limited to, the following information:
- description of Work
 - location of Work
 - deliverables and associated due dates and schedule of Work
 - acceptance criteria
 - performance criteria or guarantees
 - consultant responsibilities
 - PG&E's responsibilities
 - industry standard to be followed
 - special qualification for the Consultant employee(s) performing the Work
 - special conditions to be considered
 - special equipment or software required to perform Work
 - pricing and other requirements as appropriate for the Work
 - estimated and fixed costs for labor, materials and other project costs
 - schedule of values breakdown
 - list of any pre-existing intellectual proprietary rights in Consultant materials
- 3.4 Consultant acknowledges PG&E may elect to solicit proposals from others for the same proposed Work. Consultant shall not commence Work until a CWA has been fully executed by both Parties. Consultant's acceptance will be noted by signing a copy of the CWA and returning it to PG&E via approved electronic transmission, facsimile transmission or hard copy. Any Work performed by Consultant prior to an executed CWA by the Parties shall be at Consultant's risk.
- 3.5 CWAs that contain completion dates beyond the Term of the MSA will be subject to the MSA terms.
- 3.6 **IOU Co-Funded CWA:**
- 3.6.1 PG&E may enter into collaborative co-funding agreements with some or all of the other IOUs, pursuant to which PG&E is thereby authorized to contract with Consultant for Work to be performed in support of customer energy efficiency programs impacting the service areas of the other IOUs along with PG&E. In those situations, PG&E would be designated as the lead administrator of the program impacting all the IOUs and thus responsible for entering into contracts with Consultants.
- 3.6.2 On an as-needed basis, PG&E will issue a CWA for Work that is co-funded. PG&E will be the point of contact and coordinate the review and approval of the CWA with the IOUs. As necessary, Consultant shall be allowed to accept input and information from each of the IOUs as

identified in the CWA. Each CWA shall set forth the specific scope of co-funded Work requested by PG&E and the other IOUs.

- 3.6.3 If the Work under a CWA is associated with a Co-funding Agreement, Consultant shall provide each IOU the same level of indemnity coverage and confidentiality it provides to PG&E under this MSA.
- 3.6.4 All confidential information separately provided by each IOU for the Consultant's use and performance of services under the CWA and this Contract shall remain the confidential property of the IOU providing the confidential information and Consultant shall not share that information with the other IOUs. Consultant shall ensure that each IOU's confidential information is maintained in a separate file and labeled as "CONFIDENTIAL". At the completion of the Work under the CWA, or upon request of the IOU, the Consultant shall return to that IOU, and only to that IOU, the confidential information provided by that IOU.
- 3.6.5 When performing Work pursuant to a co-funding agreement, Consultant shall include ownership and disclaimer language, provided by the PG&E PM, in all publications which includes, but is not limited to, reports, studies, intended for public distribution and/or regulatory filings. All publications will be jointly owned by PG&E and the other IOUs.

4.0 SITE ACCESS AGREEMENT TO WORK ON CUSTOMER FACILITIES

- 4.1 Prior to performing any Work or to evaluate energy performance effectiveness of Customer's processes, monitor equipment, perform inspections or otherwise required to come unto the Customer's premises, Implementer shall obtain a signed Access Agreement from the land owner or tenant, with the land owners permission, prior to entering premises. An Access Agreement form is attached as Exhibit B.
- 4.2 **Facility Types:** The types of facilities that may be covered by Work performed by Consultant can include, but is not limited to, the following:
 - 4.2.1 **Commercial:** hospital, municipal, office building/bank, computer center, supermarket, university/college/schools, retail/merchandising, restaurant, laboratory, hotel/motel, prisons/detention facility, warehouses, military bases, miscellaneous (churches, assembly halls, etc.)
 - 4.2.2 **Industrial/Agricultural:** assembly/light industrial, lumber, pulp and paper, glass, stone/clay, steel, petroleum extraction, oil refining, chemical, potable water and wastewater treatment, electronics/high tech, plastics/rubber, food processing, milling, cotton ginning, biotechnology/pharmaceutical, winery, refrigerated warehouses.
 - 4.2.3 **Residential:** production and custom homes, multi-unit dwellings, manufactured housing.

5.0 WORK CATEGORIES

Below are the categories of Work for which future CWA's may be requested. Implementer is required to fill out the capabilities chart for PG&E to determine the type of Work Implementer is capable of performing on the Capabilities Chart attached as Exhibit C. The Work performed will only benefit Customers in the PG&E Service Territory as outlined on Exhibit D. Guidelines and examples of the tasks to perform and implement the Work in these categories are attached as the Scope of Work Guideline on Exhibit E.

- 5.1 **Customer Energy Efficiency Programs (CEE):** CEE programs and strategies encourage the adoption of energy efficiency measures and technologies by owners and occupants of new and existing residential, commercial, agricultural and industrial facilities. Energy efficiency programs also encourage the use of new design tools and specifications by equipment manufacturers, vendors and designers.

Specific programs include:

- Deemed Rebates
- Customized Retrofit Incentives
- Customized New Construction Incentives
- Energy Audits
- Emerging Technologies
- Customer Products
- Education (Energy Centers)
- Codes and Standards
- Building Operator Certification
- School Resources

- 5.2 **Demand Response:** The Demand Response (DR) program offers services and rebates coupled with rate and tariff programs to provide electric Customers with attractive options for reducing load when needed by PG&E to provide:

- Emergency electric demand reduction to avoid involuntary interruption of electric service (black outs).
- Reduce costs of added electrical energy use.
- Reduce costs of added capacity for Customers.

The DR program provides audits, incentives, rate options and other programs to fit the Customer's needs and goals.

- 5.3 **Self-Generation:** The self-generation programs at PG&E help support customers as they consider installing renewable energy systems at their home or business. There are many different options available to meet a Customer's energy needs and determine which option is best. A variety of considerations are considered, such as costs, feasibility and the Customer's goal for pursuing renewable energy. PG&E helps support its Customers by offering the following incentive programs: California Solar Initiative (CSI), Low Income Solar Programs, New Solar Homes

Partnership and the Self-Generation Incentive Program (SGIP). PG&E also supports our Customers by offering Solar and Customer Generation Education Opportunities as well as Marketing and Outreach efforts.

- 5.4 **Other CPUC Supported Energy Savings Programs:** Other CPUC supported Work that involves energy savings, which may include, but is not limited to, water conservation, electric vehicles, workforce, education and training (WE&T), zero net energy, and other scope of work supporting Customer energy solutions.

6.0 FEE SCHEDULE

Contractor's billing rates or fees, as set forth in the Fee Schedule and Capabilities Chart in Exhibit C, shall not change during the term of this Contract without prior written approval by PG&E.

7.0 ENERGY EFFICIENCY PROGRAM REQUIREMENTS

In addition to the terms and conditions in this MSA and future CWA's for Energy Efficiency Programs and Projects, Implementer agrees to review and comply with the following Statewide Program policy manuals found and updated on these sites:

- Customized retrofit (CR):
<http://www.pge.com/en/mybusiness/save/rebates/ief/index.page>
- Retro-commissioning (RCX):
<http://www.pge.com/en/mybusiness/save/rebates/retrocommissioning/index.page>
- Customized new construction (CNC) & Savings by design (SBD):
<http://www.pge.com/en/mybusiness/save/rebates/inc/index.page>
- Energy Efficiency Policy Manual: <http://www.cpuc.ca.gov/nr/rdonlyres/7e3a4773-6d35-4d21-a7a2-9895c1e04a01/0/eepolicymanualv5forpdf.pdf>

PG&E may in its sole discretion, determine on a case-by-case basis, which types of Projects constitute New Construction or Retrofit Projects for the purposes of the Program.

8.0 INSPECTIONS REQUIREMENTS

PG&E and CPUC may, but have no obligation to, inspect any Project installations at no charge to the Implementer. Implementer shall ensure that PG&E and CPUC have authorized access, as set forth in the Access Agreement in Exhibit B, to each Customer site(s). Implementer shall comply with CPUC requirements if a Project is selected for ex-ante review and agree to follow the CPUC consultant's directions and instructions.

- 8.1 Inspections that reveal any discrepancies between the reported Measures and actual Measures, Implementer will have fifteen (15) calendar days to revise and resubmit all necessary information to PG&E's PM. Implementer will be solely responsible for obtaining from the Customer a refund of any overpayment of Incentives for projects inspected within the first 90 days after the incentive check has been issued or as directed by PG&E's PM. Implementer must report the status of Customer refunds and deduct the refunded amounts from the following month's expenditures as reported in Implementer's monthly report.

- 8.2 **Inspection Failure (Deemed and Direct Install Program Only):** If more than 10% of the Project installations fail within an invoice period, PG&E at its sole discretion will: a) increase the percentage of inspections and charge Implementer r these additional inspections by deducting the cost from Implementer's Performance Based Payments, or b) apply the inspection fail rate across the entire installation set from which the sample was drawn, and pay the Implementer's Performance-Based Payments based on the percentage of installations remaining.

9.0 EVALUATION, MEASUREMENT & VERIFICATION REQUIREMENTS

Implementer shall comply with and timely cooperate with all CPUC directives, activities and requests regarding the Program and Project evaluation, measurement and verification (EM&V). PG&E shall not pay incremental costs associated with such CPUC requests.

- 9.1 For EM&V efforts or any financial or operational audit, Implementers shall make available to PG&E upon demand, full program descriptions, and detailed descriptions of data tracking systems, baseline conditions, and detailed participant data including financial assistance amounts. For EM&V reporting, Implementer shall use definitions of terms supplied by PG&E (including, without limitation definitions of residential, non-residential, retrofit, and new construction).
- 9.2 During the course of Work being performed, PG&E may identify new energy savings estimates, net-to-gross ratios, effective useful lives, or other values that may alter Program Energy Savings. Implementer shall use modified values upon PG&E's written request, provided PG&E modifies Implementer's Program budget and/or overall Program Energy Savings consistent with the requested change. PG&E will determine any budget increases in its sole discretion. Any and all compliance obligations relating to emissions of greenhouse gases or avoidance of emissions of greenhouse gases relating to the implementation shall remain with the entity or entities responsible for such compliance.

10.0 DEMAND SIDE MANAGEMENT (DSM) INTEGRATION

- 10.1 Implementer shall coordinate and integrate its efforts with other Energy Efficiency programs in PG&E's Service Territory that include, but are not limited to programs implemented by PG&E, other third parties, and local government partnerships, and programs targeting low-income Customers. Implementer agrees the purpose of such coordination and integration is to enhance consistency in program offerings, where applicable, and to minimize duplicative administrative and marketing costs.
- 10.2 Implementer shall not market to or provide program services to any local government or municipal facilities without the prior written approval of the PG&E PM. Nor during the performance of the authorized Work, Implementer shall not create market barriers or lost opportunities for other program implementers. If PG&E notifies Implementer that their program might create such results, Implementer agrees it will work with PG&E to eliminate this from happening.

- 10.2.1 **Coordinate With Other PG&E Programs:** Implementer shall work with PG&E to provide a comprehensive, integrated solutions plan to maximize resource efficiency by promoting other PG&E programs applicable to Implementer's targeted Customer segment. Implementer shall promote DSM coordination and comply with these requirements.
- 10.2.2 **Coordinate With PG&E Emerging Technology Program:** If PG&E identifies Emerging Technologies that may be appropriate to incorporate into Implementer's Program, Implementer shall work with PG&E to obtain approval to incorporate those measures. Implementer shall update all appropriate Program materials to include this program. .
- 10.2.3 **Coordinate With Low-Income Programs:** This Section applies only to authorized Work relating to Measures and Customers included in PG&E's ESA program. Such coordination is required because low-income Customers who participate in non-Low-Income programs in some cases may lose their eligibility for future participation in separately-funded Low-Income programs. Low-Income Customers should not pay for Measures and services for which they are eligible at no cost through existing Low-Income program offerings.
- 10.2.3.1 Implementers whose authorized Work includes Measures also included in PG&E's ESA program shall inform their Customers about the ESA and California Alternate Rates for Energy ("CARE") programs, including eligibility requirements. Implementer shall confirm whether Customers understand their potential eligibility as ESA or CARE-eligible and provide Customers with written information about the ESA and CARE programs, before promoting any program or Measure with a cost to any such Customers.

11.0 INCENTIVE PAYMENTS AND PROGRAM FUNDS .

- 11.1 **No Double Dipping (Not Applicable to Information-Only Programs).** Implementer shall develop a plan to prevent Double Dipping as part of the Program. The plan shall apply to Program Measures also offered through any of PG&E's other rebate programs, including upstream rebate programs. An upstream rebate program shall mean any program in which PG&E pays an Incentive to a product retailer or distributor to buy-down the cost of the product to the end-use Customer. Implementer shall comply with all requirements to prevent Double Dipping.
- 11.1.1 Implementer shall not: (a) provide an Incentive to a Customer who has received or is receiving any compensation for participating in any of PG&E's other rebate programs or (b) make any payment to a Subcontractor who has received or is receiving any compensation for providing the same product or service either through another CPUC

funded program, or through any other funding source unless Implementer obtains the prior written approval from the PG&E PM.

- 11.2 **Program Funds Limited to Service Territory.** Implementer shall ensure that Program funds shall only be allocated as follows: 1) The program funds must directly benefit the Customers in the PG&E Service Territory, as set forth on Exhibit D. from which the funds were collected 2) Natural gas Measures, and related audit activities, may be financed with only authorized funds, and 3) Electric Measures, and related audit activities, may be financed with only authorized funds.
- 11.2.1 Continue payments to the Implementer at the same rate(s) and in accordance with the payment formulae applied in program cycle; or
- 11.2.2 Pay the Implementer at the rates and amount(s) as provided for the period for each Project, less any Project payments previously paid to Implementer, which PG&E may deduct or offset in its sole discretion.
- 11.3 **Incentive May Not Exceed Project Cost:** Implementer understands that incentives paid shall not exceed the total Project cost.

12.0 AVAILABILITY OF FUNDING FOR PROGRAMS AND INCENTIVES

In the event the funding for Programs is reduced, used up or otherwise not available, based upon any directive made by the CPUC, this MSA will be modified accordingly and be effective upon receipt of PG&E's verbal notice. PG&E will follow-up with written notice and shall not be obligated to pay costs not already incurred by Consultant as of the date Consultant received verbal notification.

13.0 POTENTIAL CONFLICT OF INTEREST

Implementer agrees not to engage in Work or make a bid that will create a conflict of interest with other CPUC Third Party Programs, Local & Statewide Government Partnership Programs, EM&V and other CPUC funded programs. If in doubt, Consultant shall assume there is a conflict and promptly disclose the nature of work it performs to PG&E for determination.

14.0 TAX MATTERS

Implementer is solely responsible for the preparation, issuance, and any filing obligations required by the Internal Revenue Service ("IRS") which include, but may not be limited to, Form 1099 (or any equivalent or successor form) to report all non-employee compensation paid to Customers which may be in the form of Incentives or Rebates.

15.0 SUBCONTRACTORS

Assignment of any part of the Work shall be in accordance with the terms and conditions of this MSA. Consultant shall submit a list of all proposed Subcontractor(s) and the duties they will perform for PG&E's PM review and consideration. If a conflict should arise between instructions provided by PG&E, subcontractors and others, Implementer agrees to stop Work and notify PG&E within 24 hours to clarify conflicting instructions.

16.0 PUBLICATION OF CUSTOMER INFORMATION

In addition to the Confidentiality and data security provisions in the General Conditions of this MSA, Implementer may not publish, transfer, use, transmit electronically, put in any reports or produce any marketing and promotional materials, or otherwise that may contain any Customer-specific or personal identifying information.

- 16.1 Such information may include, but is not limited to, Customer's name, address, energy usage data, trademark, trade name, logo, or any other Customer Confidential Information without first obtaining: Customer's prior review and written approval of the information to be published, transferred, used, transmitted electronically, put in any reports or produce any marketing and promotional materials and must be submitted to PG&E PM's for approval.

17.0 APPROVAL OF MARKETING MATERIALS AND MEDIA

Implementer shall submit all Program marketing materials to PG&E's PM to review prior to the release of such material. Implementer agrees to follow the rules provided in Exhibit F (Approval for Trademark/Trade Name/Logo Use in Co-Marketing Activities). Implementer agrees not to release any marketing materials that contain false, fraudulent, misleading, or inaccurate statements or claims not adequately substantiated.

- 17.1 Implementer shall prominently disclose to all prospective Program participants orally and on any writing marketing and promotional materials, that Customers are not obligated to purchase any full-fee service or other service in excess of the amount as funded through this Program. The text of the disclosure must be in both English and Spanish and any other languages as PG&E determines as follows:

“California consumers are not obligated to purchase any full fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the California Public Utilities Commission (CPUC.)” Spanish Translation:

“Los consumidores en California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este Programa. Este Programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC.)”

18.0 CLAIMS SUBSTANTIATION

Implementer represents it will adequately substantiate all claims made about the Work in accordance with the laws and to insure none of its claims are false, misleading or inaccurate. Implementer shall substantiate marketing or technological claims made in all Program Marketing Materials. Claims include, but are not limited to, statements about the energy efficiency, safety, reliability, or performance of a piece of equipment or category of energy efficiency measures. All claims must be approved by PG&E's PM. If PG&E's PM determines the claim, evidence or supporting data fails to substantiate the claim, PG&E in its sole discretion may require the claim be re-stated or eliminated altogether.

18.1 For any used photography or quotes, Implementer must obtain the owner, author, or the individual's prior written approval for any such use. In these instances, Implementer will reach out to PG&E to contact the PG&E marketing team.

19.0 LOCAL HIRING

Implementer shall make all reasonable efforts to promote the creation of local green jobs by locally hiring individuals or subcontracting with local entities that will be performing the services in accordance with this Agreement.

20.0 CPUC AUTHORITY TO MODIFY/REGULATORY REVIEW

This MSA shall 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 MSA. Upon such occurrence, PG&E may modify or terminate this MSA per the General Conditions.

21.0 CONFLICT OF TERMS

Where a conflict in the Specific Conditions and the General Conditions exists, the Specific Conditions shall control. Where a conflict between the Specific Conditions, General Conditions and any applicable laws, rules, regulation, or order exists said law, rule, regulation, order or code shall control. Implementer shall immediately notify PG&E of any conflicts or potential conflicts arise described in or by this Section.



Exhibit A 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)]

<u>CWA TERM:</u>	This CWA is effective upon signature by both parties and expires on [enter Date]. Time is of the essence.
<u>CWA COMPLETION:</u>	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: Not to Exceed value [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	

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

ADMINISTRATION			
PG&E Negotiator	[enter Name]	Contractor Representative	
Phone	[enter #]	Phone	
Email	[enter Address]	Email	
Accounting Reference	[enter Account # if known or Delete]		
PG&E Work Supervisor:	[enter Name]	Phone:	[enter #]
INVOICE INSTRUCTION S: 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]	

	<p>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.</p> <p>*Note: Contractors using the XIGN System do not need to mail a copy of the invoice to PG&E.</p>
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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

EXHIBIT B

ACCESS AGREEMENT

PG&E CWA NO. _____

This Access Agreement (Agreement) is between Implementer and _____ who is the lawful tenant or owner (Owner) of the location at _____ (Premises). The purpose of this Agreement is for the Owner to provide access and permission to go on the Premises to implement a project. This project involves (*monitoring equipment, installing equipment, field study, collection of data or energy usage data – describe where, what, and how the equipment will be installed; and what the equipment will perform* _____), (Project). The Project should be complete by _____.(Term).

The parties agree as follows:

- 1. Authority.** Owner certifies it has the authority to enter into this Agreement and grant Implementer access to the Premises. If Tenant, defined as Owner above, represents Tenant has the property owner's permission to enter into this Agreement.
- 2. Notification of Change of Ownership or Occupancy.** Owner intends to maintain the ownership or tenancy of the premises during the Term of the Project. However, in the event it becomes necessary, during the Term Owner sells or rents the Premises to a party not a signatory to this Agreement, the Owner agrees to explain the nature of the Project to all prospective buyers or tenants to continue participation in the Project. Otherwise, this Agreement will be terminated.
- 3. Access.** Owner agrees to provide access to the Premises to Implementer, its subcontractors, Pacific Gas and Electric Company (PG&E), and the California Public Utilities Commission to visit, inspect and carry out the work of this Project. Owner also agrees to direct its employees and contractors to cooperate with the implementation of this Project. Implementer will coordinate coming to the Premises during business hours and at times to minimize any disruptions or inconvenience. Upon completion of the Project, Implementer will leave the Premises in substantially the same condition prior to the Project.
- 4. Equipment Ownership.** If equipment is installed, Owner shall have no ownership, interest or title in the equipment, unless otherwise purchased by the Owner.
- 5. Confidentiality.** The parties agree not to use their names or PG&E, identifying characteristics or photographs for any advertising, sales promotion or publicity without prior the Party's written approval.
- 6. Project Funding.** Implementer is receiving funds from PG&E for this Project, but Parties agree that PG&E is not liable for any loses or damages, including incidental, consequential, indirect, lost profits or special damages, arising from this Agreement.
- 7. Costs.** Unless otherwise agreed, Implementer will bear the actual Project costs. .

8. **Termination.** Either Party can terminate this Agreement at any time and for any reason. Upon termination, Implementer shall be granted access to the Premises to remove any of its equipment or other property. The Project not being complete at termination will result in the Project incentives being forfeited. The Confidentiality, Release of Liability and Ownership of Information provisions shall survive the Termination of this Agreement.
9. **Ownership of Information.** Implementer may provide the Owner with information about its findings regarding this Project. PG&E shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, or other written, recorded, photographic or visual materials (Information) produced and collected regarding the Project. Owner shall not publish or otherwise distribute any information obtained during the Term without PG&E's prior written consent.
10. **Release of Liability.** PG&E is not a party to this Agreement. Owner and Implementer agree to waive all claims arising out of or related to this Agreement and the Project against PG&E.. In no event shall PG&E be liable for any incidental, consequential, indirect, or special damages arising from this Agreement or the Project.
11. **Negligence.** In the implementation of the Project, Owner and Implementer assumes the responsibility for the negligence of their respective employees, contractors, subcontractors and agents and for the claims of third parties resulting from such negligence.
12. **No Obligation:** Owner is not obligated to purchase any full fee service or other service not funded by the program Project. Funding is done by California utility ratepayers under the auspices of the CPUC. *Los consumidores en California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).*
13. **Availability of Funds:** The Project program funds are available on a first-come, first served basis until depleted.
14. **General.** This Agreement is binding upon the successors and transferees of the Parties. This Agreement shall be construed in accordance with the laws of the State of California.
15. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.

AGREED AND ACCEPTED:

IMPLEMENTER

OWNER

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Phone: _____

Date: _____

Phone: _____

Date: _____

EXHIBIT C

FEE SCHEDULE AND CAPABILITIES CHART

Labor Classification	Billing Rates (\$/Hr)	“Percent of Work” Estimated to Be Done Per Labor Classification
Program Manager	\$90.00	
Engineer/Q-A Inspector	\$62.00	
Senior Account Clerk/Scheduler	\$39.00	

Labor Classifications

Engineering

Engineer Manager: This professional typically has at least 10 years of work experience and an advanced engineering degree. This professional has recognized standing in a specialized engineering field. They plan and direct the activities of a group of engineers developing complex engineering projects. This position often calls for the derivation and application of new or unique approaches. Also possess extensive knowledge of a specialized engineering field. Provides technical guidance and leadership to subordinate engineers.

Engineer Section Head, under the direction of the Engineer Manager, plans and administers work on departmental projects, ensuring maximum productivity and cost-efficiency. Monitors and evaluates progress and results, and determines improvements that may be needed in operating procedures or ultimate objectives. This position usually requires at least eight years of experience and an advanced degree in an engineering specialization.

Engineer Project Leader: This professional typically has 5 to 8 years of work experience and an advanced specialized engineering degree. This professional works under the direction of the Engineer Section Head, provides technical direction to department engineers. Plans and coordinates larger-scale engineering projects or several medium or small projects while acting as a technical specialist for a specific section. Maintains a thorough knowledge of new developments and technology. Monitors projects and recommends changes to improve operating efficiency.

Engineer: This professional typically has over 2 years of work experience and an engineering degree. This professional schedules and coordinates major segments of complex projects to meet cost and time objectives. Reviews design and documentation to ensure compliance with design criteria and standards. Conducts feasibility studies, determines manpower and cost estimates, and develops engineering criteria. Performs analyses to develop design options or recommendations for structures, systems and components.

Engineer III. Typically requires over five years of experience and an advanced degree.

Engineer II. Typically requires two to five years of experience and an advanced degree.

Engineer I Typically an entry-level position with less than two years of experience after receiving an engineering degree.

Architecture

Architect IV oversees and plans all architectural aspects of construction projects. Responsible for final specifications, approval of ordered materials, and overall guidance on objectives and concepts. May also supervise and evaluate work of subordinate architects and technicians. Requires a bachelor's degree in architecture, an Architect license, and at least 4 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of complex tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager.

Architect III responsible for work on substantial projects. Selects, evaluates, and implements procedures and techniques used on projects. Also responsible for writing reports and specifications, supervising the preparation of architectural plans, and reviewing completed plans and estimates. Requires a bachelor's degree in architecture and 3-4 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.

Architect II responsible for work on minor projects. Selects, evaluates, and implements procedures and techniques used on projects. Submits reports and specifications as requested. Requires a bachelor's degree in architecture and 2-3 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager.

Architect I writes specifications as assigned, coordinates with manufacturers, and inspects raw materials. Performs design computations, compiles data, and elementary architectural assignments. Also responsible for preparing estimates and architectural plans as requested. May inspect structures in the field. Requires a bachelor's degree in architecture and 1-2 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager.

Other Labor Classifications

Administrative Assistant This professional typically has 1 to 3 years work experience. This professional has the ability to schedule meetings, take notes, process applications, assist with the preparation of invoices and other administrative activities to support client deliverables.

EXHIBIT D



PG&E Service Area

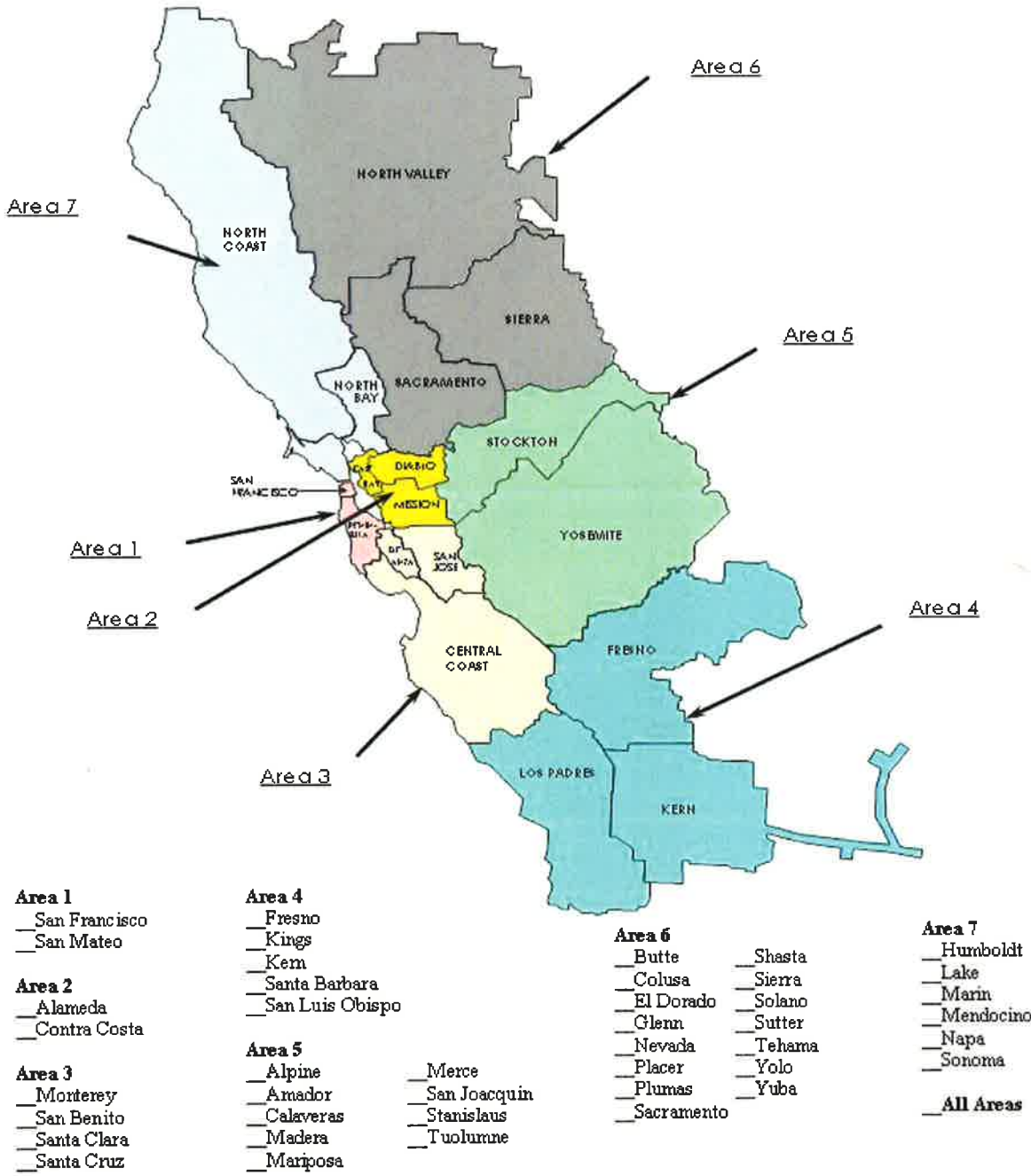


EXHIBIT E: SCOPE OF WORK GUIDELINES

The following are guidelines and tasks that may be included in specific Work requests.

1. **Program Development and Implementation Support**

- 1.1 Develop programs, protocols and policies
- 1.2 Implement necessary programs and program components
- 1.3 Ensure that all programs developed are in compliance with PG&E's goals and objectives as well as CPUC directives
- 1.4 Produce documentation and reports that outline program delivery procedures and mechanisms
- 1.5 Design, develop and implement training programs and curriculum for PG&E PM's, trade allies, city/county building departments and others as required to support the implementation of programs
- 1.6 Utilize PG&E standard software for program development and implementation including analysis and support
- 1.7 Resolve issues identified by the PG&E PM's during program design, development and implementation
- 1.8 Suggest ongoing enhancements to energy efficiency programs to meet the needs of Customers, PG&E's Rates & Account Services staff
- 1.9 Incorporate PG&E's products and services, industry issues, mission and goals into new and/or existing programs/seminars/presentations
- 1.10 Perform technical development, technical writing, graphics and production support for training curriculum, training materials, presentation materials, and other media used in the promotion and implementation of energy efficiency programs
- 1.11 Recommend and implement strategies for reducing market barriers to increase participation in CEE and other programs
- 1.12 Include qualitative measures and evaluation when applicable to measure results before and after program implementation
- 1.13 Review local, state and national energy code and regulatory policy for purposes of designing, developing and implementing programs

2. **Technical Review**

- 2.1 Review applications for completeness and compliance with program requirements
- 2.2 Analyze energy efficiency equipment and building system energy savings and electric demand reduction

- 2.3 Collect data from or through an authorized building representative including building specifications and plans and outputs of energy management and metering systems
- 2.4 Install monitoring equipment for the purpose of collecting data on end-use equipment at various sites for the purpose of analyzing the performance of the equipment
- 2.5 Provide calculation assistance to customers to develop energy efficiency projects
- 2.6 Determine incremental cost for energy efficiency equipment and building systems compared to standard equipment and building system
- 2.7 Develop calculation protocols for evaluating project funding applications
- 2.8 Complete life cycle economic analysis for energy efficiency measures
- 2.9 Monitor and report specific milestones for successful project completion
- 2.10 Schedule necessary inspections and verify installation of equipment
- 2.11 Review and update program documentation and reporting as necessary and directed by program policies

3. On-site Energy Evaluations (Energy Audits)

- 3.1 Complete energy evaluations, including but not limited to a walk-through of the Customer's facility, evaluation of the efficiency and energy utilization of the customer's processes and equipment, and identification potential energy efficiency retrofit opportunities which qualify for PG&E's energy efficiency programs
- 3.2 Identify potential retrofit measures that reduce Customer's capacity demand (kW) and electric and gas energy usage (kWh and therms), as well as any potential for water conservation and renewable energy source applications
- 3.3 Respond to environmental concerns
- 3.4 Provide calculations, technical analysis and data to support energy and cost saving claims, to substantiate savings with detailed engineering analysis using currently recognized professional methodologies and/or building modeling programs
- 3.5 Complete detailed cost estimates for the implementation of recommended retrofit measure(s)
- 3.6 Calculate simple payback and life cycle financial analysis based on estimated retrofit cost, applicable incentives, estimated energy savings, environmental and operating cost reduction
- 3.7 Collect data from or through an authorized representative of building owner including building specifications and plans and outputs of Energy Management and metering systems

- 3.8 Install monitoring equipment to collect data on end-use equipment at various sites for the purpose of analyzing the performance of the equipment

4. **Quality Assurance**

- 4.1 Complete independent review of program elements and engineering assessments performed by others
- 4.2 Develop quality assurance methods for PG&E program reviews
- 4.3 Complete on-site quality assurance inspections
- 4.4 Perform technical reviews of program content, curriculum, and associated materials
- 4.5 Develop quality assurance tools for use in reviewing/evaluating PG&E training programs
- 4.6 Perform quality assurance studies on existing and/or new programs developed
- 4.7 Utilize evaluation forms to determine level of satisfaction with programs

5. **Feasibility Analysis**

- 5.1 Provide detailed analysis of existing energy consumption and proposed energy savings for a designated system or facility
- 5.2 Identify equipment to be removed or replaced, and new equipment to be installed
- 5.3 Provide specifications for new equipment, including power rating, estimated energy consumption, input/output, power ratio, lighting level, and equipment life
- 5.4 Provide a description of training needed to ensure proper operation and maintenance of Energy Conservation Measures for the Customer's personnel
- 5.5 Research product literature and technical publications related to technology transfer and market transformation programs
- 5.6 Identify customer support required during implementation of the Energy Conservation Project (ECP (e.g. minor changes in operations, etc.))
- 5.7 Identify utility interruptions needed for implementation of each ECP by type (gas, electricity, water, etc.) and the extent and duration of the interruption.
- 5.8 Identify potential adverse environmental effects and environmental compliance documentation requirements
- 5.9 Estimate construction schedule, including significant milestones
- 5.10 Propose method to verify that installed equipment is operating properly
- 5.11 Estimate financial impact from proposed retrofit, including cost savings associated with reduced energy usage, any operation and maintenance savings, as well as any additional annual operation costs

- 5.12 Develop total ECP cost, including unit cost for major components and systems and breakdown of implementation cost
- 5.13 Identify any financial incentives/rebates available and assist Customer in preparation of financial incentive applications
- 5.14 Collect data from or through an authorized representative of building owner including building specifications and plans and outputs of Energy Management and metering systems
- 5.15 Benchmark Statewide and National best practices for purposes of developing high-quality products
- 5.16 Install monitoring equipment to collect data on end-use equipment at various sites for the purpose of analyzing the performance of the equipment

6. Design Assistance

- 6.1 Provide a design review of Customer energy end-use systems (lighting, HVAC, etc.) and provide recommendations
- 6.2 Perform building energy simulation and modeling reflecting PG&E baselines whenever available
- 6.3 Perform analysis of energy and cost savings
- 6.4 Provide recommendations for improving energy efficiency performance of buildings and/or equipment
- 6.5 Perform energy bench-marking
- 6.6 Provide information exchange, issue discussion and collaboration for designers, vendors and energy standards development professionals
- 6.7 Participate in designer/contractor/vendor workshops, design firm focus groups and interdisciplinary design team discussion meetings
- 6.8 Incorporate PG&E's products and services, industry issues, mission and goals
- 6.9 Perform parametric modeling and building energy simulation studies as needed to develop examples
- 6.10 Participate in training design meetings as requested by the PG&E Contract Managers

7. Technical Analysis

- 7.1 Perform product evaluation and research
- 7.2 Complete engineering assessment of energy use of new or unproven technologies and production processes
- 7.3 Communicate technology development, such as new energy efficiency products or services that are emerging in the marketplace

- 7.4 Develop special technical requirements for equipment and building system eligibility
 - 7.5 Review local, state and national building energy code and regulatory policy
 - 7.6 Recommend improvements and changes to building energy code policy
 - 7.7 Perform parametric modeling and building energy simulation studies
 - 7.8 Perform literature search and analysis
 - 7.9 Perform project management of case study or technology demonstration
 - 7.10 Perform monitoring and field data collection
 - 7.11 Evaluate market effects and market barriers that are preventing certain energy efficiency practices from becoming self-sustaining
 - 7.12 Recommend and implement strategies for reducing market barriers
 - 7.13 Perform market research
 - 7.14 Develop reports detailing the results of training needs assessments/analysis and the recommended actions to be addressed through training interventions
 - 7.15 Perform research and analysis of product literature, manufacturers' specification sheets, and technical publications
 - 7.16 Research, review, assess and report on new/emerging technologies applicable to new and/or existing programs
8. **Training Equipment, Props and Displays**
- 8.1 Make all arrangements needed for the design, fabrication, safe transportation, set-up, dismantling and storage of training props, equipment and displays
 - 8.2 Assist PG&E personnel with portable training capabilities in support of training programs, products and services
9. **Technical fields:** Consultant may provide consulting services in the categories listed below. This list is not all inclusive and other types of technical fields may also be requested.
- 9.1 Lighting: luminaire physics and design, system performance test methods and analysis, controls, energy-efficient lighting design, day-lighting analysis, fenestration design
 - 9.2 Heating, Ventilation and Air Conditioning (HVAC): boilers, furnaces, heating systems, unitary and split systems, built-up systems, evaporative and desiccant cooling systems, thermal energy storage systems, controls (building energy management systems), building envelope, ventilation systems, district heating and cooling, HVAC component design (including chillers, compressors, condensers, evaporators, cooling towers, air- and water-side distribution, ducts and controls)

- 9.3 Building Performance Analysis and Modeling: energy efficient building shell performance, Dept. of Energy building energy analysis tool and other building modeling tool, Low-E glazing and window systems, or window modeling
- 9.4 Thermal Systems: process and DHW (domestic hot water) boilers, heat recovery, combustion, emission controls, VOC (volatile organic compound) fume incineration, boilers, steam systems
- 9.5 Industrial Processes - specific to industries located in PG&E Service Territory.
- 9.6 Refrigeration: compressors, cooling towers and evaporative condensers, refrigerated building shell, refrigeration cases and retail displays, walk-in refrigerators and freezers, design and analysis of major system types (including supermarket and industrial systems), chlorofluorocarbon based systems, ammonia based systems, absorption units, and control systems
- 9.7 Rotating Machinery: electric motors, pumping systems, fans and blowers, air compressors, variable frequency drives, materials conveying, mechanical power transmission
- 9.8 Agricultural Systems: crop irrigation requirements, irrigation system design, irrigation wells and pumping systems
- 9.9 Inspection and Compliance Services: California building codes and standards, conventional and best practice building techniques for new construction, retrofit and remodeling, building and equipment inspection, engineering quality assurance
- 9.10 Environmental Services: indoor air quality analysis, hazardous materials/waste management, environmental compliance/audit, pollution prevention, waste stream minimization, compliance/audit, resource conservation, renewable energy source applications
- 9.11 Heat Rejection: cooling towers, evaporative condensers, air cooled condensers, heat exchanger
- 9.12 Food Service: cooking equipment, ventilation
- 9.13 Energy Management Systems
- 9.14 Demand Response Controls
- 9.15 Other Technical Fields: demand reduction strategies, permanent load shifting technologies, self-generation technologies, distributed resources, residential and multi-family appliances and miscellaneous systems, office technologies, technical publications and other media
- 9.16 Project Management: program development, commercial/industrial/agricultural/residential design and construction, installation and start-up, industrial process improvement, market transformation, all programs or other projects as identified by PG&E PM.

EXHIBIT F: Approval 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 PG&E permission. In order to protect the value of these assets, PG&E must maintain control over the manner in which the Marks are used. PG&E has established the following set of guidelines for properly using the Marks. If these guidelines are not followed, PG&E may terminate your right to use the Marks.

1. General Rules Regarding PG&E Name

- Any Implementer document, Web site, etc. shall refer to PG&E by its full name, “Pacific Gas and Electric Company” in its first mention and then can abbreviate it as “PG&E” and subsequently refer to it as PG&E.

2. Uses That Are Permitted Without Further Authorization

Implementer may make factual statements regarding Implementer’s relationship with PG&E subject to the terms and conditions contained in this MSA, the limitations stated in No. 1, and the following:

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

Example of allowable use:

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

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

3. Uses That Are Permitted Following Consultation With Law Department

Implementer may make factual statements regarding their relationship with PG&E and use the company logo as part of that communication, subject to the limitations in No. 1, and the following additional limitations:

- Statement(s) may not endorse the Implementer’s products, services, etc.
- The PG&E Law Department should review the proposed use and assess the potential exposure to PG&E, and may require Implementer sign a use/license agreement to use of the PG&E logo.

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

Implementers may make factual statements regarding their relationships with PG&E 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 PM 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, and the following additional limitations:

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

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 Review And Discussion (i.e., potentially longer lead time)

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

Examples of uses that will require management review and discussion:

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

A product or service truck bearing the following logos:



& [A THIRD-PARTY TRADEMARK]