



CALLER FOR PICK-UP TO: Jose
DATE: 11-1-15 BY: Fluete

DOUGLAS T. SLOAN
City Attorney

ITEM FOR APPROVAL
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AND ATTORNEY WORK PRODUCT DOCTRINE
THIS IS NOT A PUBLIC RECORD

Assignment #	A15-1107	C.O. #	
Fund #	25032	PC BU #	
Org #	400801	Resource Type:	
Project ID #		Timekeeping: Y/N	N
Activity ID #		CIP: Y/N	N
Opened Date:	11/19/2015	Desired Completion Date:	11/25/2015
Status Date:	11/19/2015	Hard Deadline Date:	11/25/2015

Assigned To: Brandon M. Collet

TO: Jose Gonzalez
Development & Resource Management Dept. (DARM)
(559) 621-8090
Pick-up Contact (if different):

DOCUMENT: PG&E Contract Work Authorization (CWA) *Review*

Attached material has been:

APPROVED
 NOT APPROVED (Return this sheet with revised document)
 See Comments Below: Staff Report Reviewed: Yes No
(RETURN THIS SHEET WITH REVISED DOCUMENT / RESUBMITTAL)

DOUGLAS T. SLOAN, City Attorney

By: [Signature]

Date: 11/30/15

Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. [insert CWA no. here] Issued under and pursuant to the Blanket Agreement or Master Service Agreement No. [insert MSA] dated MM/DD/YYYY (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 32 pages and all Attachments and Exhibits Indicated herein.

Project Name: Fresno Energy Watch
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 12/31/2017. 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 12/15/2017.

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: \$5,694,000

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

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR:	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

Contract Work Authorization
 CWA No. xxxxxxxxxxxx

ADMINISTRATION	
PG&E Negotiator	Tony Abdulla Contractor Represent
Phone	415-973-6837 Phone
Email	TCA2@pge.com Email
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

LOCAL GOVERNMENT PARTNERSHIP DIRECT INSTALL IMPLEMENTER

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. Key Performance Indicators (KPI) Reporting Data
- ATTACHMENT 9. Program Management Plan Guidance
- ATTACHMENT 10. Customer Program Participation Agreement

Non-Utility Energy Efficiency
Fresno Energy Watch

STATEMENT OF WORK

1. INTRODUCTION

1.1 City of Fresno supports implementation of Fresno Energy Watch Partnership Programs, offering comprehensive energy efficiency services to municipal, small and medium business (SMB), and residential customers. These services may include energy efficiency audits, retrofits, retro-commissioning, rebates, education and training and the development of long-term energy reduction strategies for cities and counties. Other activities may include the support of the California Long-Term Energy Efficiency Strategic Plan, community outreach and integrated marketing efforts and workforce development programs.

2. PROGRAM REQUIREMENTS

2.1 Program Begin and End Dates.

2.1.1 Implementer shall begin Program activities on January 1, 2016.

2.1.2 End Date for Direct Implementation Activities and Incentive Payments. Unless otherwise directed by PG&E's PM, all direct implementation activities, installation services and Implementer payments to Customers, shall be complete by December 31, 2017.

2.1.3 Completion of Committed Projects in 2017. Projects approved by PG&E but not completed on or before November 15, 2017 will require Implementer to act in accordance with a Legacy Policy, provided by the PG&E PM (further outlined in 6.3.1).

2.1.4 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, 2018. If this CWA is terminated prior to then, these items must be submitted to PG&E forty (40) days after the termination date.

3. TASK 1 - DEVELOP PROGRAM MATERIALS AND PROGRAM LAUNCH

3.1 Implementer shall develop Program Management Plan (PMP) for Program activities in the Customer geographic areas served by the Implementer on Attachment 1. The elements of a PMP are outlined in Attachment 9, and may include sections on a program overview, management activities, marketing plan, Strategic Energy Resources plan and a quality assurance and quality control plan.

3.2 Program Policies and Procedures Manual (P&P Manual). Implementer shall develop and submit a P&P Manual for PG&E's review within 30 days of the

execution of this CWA. The P&P Manual shall describe the Program policies, procedures, eligibility and participation requirements (further outlined in Attachment 2). Implementer may adopt the P&P Manual of a coordinating Direct Install Implementer, with PG&E PM permission. Implementer agrees to:

- 3.2.1 Provide details on Program compliance with the statewide policy manuals.
- 3.2.2 To update the P&P Manual when relevant to ensure conformance with current CPUC policy updates.
- 3.2.3 Certify the P&P Manual review has been completed in conjunction with monthly reporting and invoicing.
- 3.2.4 Provide a change history addendum to the P&P Manual documenting the "list of affected pages" with each update.
- 3.3 Attend Program Meetings. Implementer 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.
- 3.4 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.
- 3.5 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. Implementer shall develop and submit to PG&E PM for review and approval an agenda of the Program training events. Implementer shall conduct additional discussions and training on an as-needed basis.
- 3.6 Program Forms. When applicable, Implementer must develop and/or customized the following required Program forms: Contractor Certification of HVAC Permits and License Form Attachment 5 and the Incentive Recipient Certification Form Attachment 6 described in 6.0 - Project Permits and Verification statements.

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

Deliverable	Draft Due Date	Final Due Date
Policy and Procedures Manual	30 days following contract execution	One week after receipt of PG&E PM comments, Reviewed and updated monthly
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

4. 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.

- 4.1 Implementers 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. Implementer is responsible to determine the Customer meets all Program eligibility criteria and sign required Program Forms.
- 4.2 After the Customer executes the Access Agreement in accordance with the MSA, Implementer shall determine which Program services best serve the Customer and align with the Program goals. Implementer shall keep PG&E assigned representative(s) engaged and informed the status of Program activities. These shall include, but are not limited to:
 - 4.2.1 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.
 - 4.2.2 Energy Audits. A simple energy audit to identifying potential Measures and to determine whether there are opportunities for cost-effective energy efficiency upgrades.
 - 4.2.3 Identify Measures. Based on the audit findings, Implementer shall discuss the cost effective capital investment Measures. Implementer should identify which Measures have the most potential of generating energy savings. Implementer should also discuss other possible benefits of implementing equipment modifications such as water conservation, safety and environmental benefits and productivity improvements.

- 4.2.4 Other Programs. Implementer, PG&E PM, and the Customer field representative shall coordinate to explain other applicable Program offerings and how to receive them with the Customer.
- 4.2.5 Customer Target List. Implementer, 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.

5. TASK 3 - ENROLL CUSTOMERS AND PG&E'S PROJECT APPROVAL

- 5.1 Enroll Customers. Implementer shall enroll qualified Customers in the Program by having them sign a Customer Program Participant Agreement (Attachment 10). Implementer will also assist Customer in obtaining all supporting documentation for PG&E to evaluate and approve Customer's Project. Implementer may provide the Customer other program materials in accordance with the approved P&P Manual and consistent with the Custom Policies and Regional Direct Install Program Policies, as provided by PG&E PM.
- 5.2 Design and/or Technical Assistance. When relevant, Implementer shall provide design and/or technical assistance to identify energy efficiency opportunities and to facilitate Customer's analysis and project implementation.

6. TASK 4 -PROJECT IMPLEMENTATION

- 6.1 Project Permits and Verification Statements
 - 6.1.1 If applicable, implementers that perform services involving the installation or replacement of HVAC units must obtain a Contractor Certification of HVAC Permits and License Form and keep it per the MSA record retention policy. CPUC Decision D.12-05-015 states: a post-installation verification statement is required for all new and replacement HVAC installations to include a space for a contractor certification that appropriate permits have been obtained and include a space for the permit number, permitting agency, contractor name, signature and date. See an example of PG&E's Attachment 5 Contractor Certification of HVAC Permits and License Form that Implementer can customize or develop their own form that is required to be approved by PG&E's PM.
 - 6.1.2 Implementer must abide by all record retention policies as outlined in the Parties MSA, particularly in the case of a rebate or Incentive delivered directly to the customer.
 - 6.1.3 In accordance with Public Utilities Code Section 399.4 (b) (1), recipients of a rebate must certify they have used a licensed contractor, as appropriate, and have complied with applicable permitting requirements for the installation to receive a rebate or incentive (money, products or

services). Implementer shall include space on a post-installation verification forms for recipient certification that appropriate permits have been obtained, if applicable, for any rebates or Incentives offered by PG&E for an energy efficiency improvement or installation of energy efficient components, equipment, or appliances in buildings. Rebates or Incentives shall be provided only: 1) if the recipient of the rebate or Incentive certifies that the improvement or installation has complied with applicable permitting requirements and, 2) if a contractor performed the installation or improvement, that the contractor holds the appropriate license for the work performed. See an example of PG&E's Attachment 6 Incentive Recipient Certification Form that Implementer can customize or develop their own form that is required to be approved by PG&E's PM.

6.2 Energy Efficient Hardware Installation Projects.

- 6.2.1 Project Installation. Implementer shall assist Customer and any installation vendors, to ensure Measures are installed according to the Project timeline. Upon Customer's request, Implementer shall provide assistance, including but not limited to, bids, reviewing purchase orders, and securing financing. As a Project is being installed, Implementer shall provide periodic oversight at the Customer facility to ensure all equipment installation meets the design specification and all other Program requirements are being implemented.
- 6.2.2 Remedy Installation Issues. Implementer may assist in remedying all installation problems promptly. After the Measure is installed, any discrepancies between the installation documentation and the onsite verification shall be documented in the Field Verification Report. If these discrepancies involve a number of units installed or differing efficiency ratings the Project may still qualify for an Incentive, but the final Incentive shall be recalculated using the values of the installation.
- 6.2.3 Improper Installation. Installed equipment not meeting Program standards, improperly installed, or is otherwise not functional, such equipment will be disqualified for an Incentive and Performance Payment, where relevant. Implementer shall provide Customer a written notice explaining these discrepancies and Customer shall have 30 calendar days to resolve any issues and reschedule an inspection. If further inspections of the equipment reveal non-compliance, such equipment will no longer be eligible for an Incentive(s).

6.3 Legacy Program Projects.

- 6.3.1 Implementer must identify all Legacy Projects and receive PG&E's PM written approval for all Legacy Project payments for Projects that were identified and/or some Project analysis completed by Implementer or another party before the effective date of this CWA.

7. TASK 5 - PROGRAM BUDGET AND REPORTING

7.1 Program Budget, CPUC Budget Allocations

7.1.1 Program Budget. The aggregate total of PG&E payments for all Work approved under this CWA shall be the Program budget (Budget). The Budget is the maximum amount of funding allocated for this Program. If Implementer depletes funding prior to the Term, Implementer must shut down the Program. The total Budget payments are:

	2016	2017	Total	% Target Allocation
Administration	\$133,000	\$133,000	\$266,000	5%
Marketing	\$80,000	\$80,000	\$160,000	3%
Direct Implementation (Non-Incentive)	\$2,484,000	\$2,484,000	\$4,968,000	87%
Strategic Energy Resources (SER)	\$150,000	\$150,000	\$300,000	5%
Total Contract Budget	\$2,847,000	\$2,847,000	\$5,694,000	100%

7.1.2 CPUC Budget Allocation. Implementer 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 7. Implementer will notify PG&E if at any time during the year there is significant change that may impact this CPUC Budget Allocation.

8. TASK 6 - PROGRAM REPORTS AND INVOICE REQUIREMENTS

8.1 Monthly Progress Report documenting Program accomplishments, savings and budget tracking, Project installations performed in the preceding calendar month, Customer Feedback Survey results and Customer Service log. Implementer 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 Forecast and Accruals. Implementer will provide PG&E with a monthly Program forecast and accrual that may include, but is not limited to, the below elements. This forecast/accrual determines the energy savings Implementer seeks to achieve during the Program. PG&E relies upon the representations in the

forecast to enter into this CWA. The Implementer and PG&E PM will revisit the forecast/accruals on a monthly basis to ensure that any changes in program delivery are reflected. Material changes in this forecast/accrual will impact PG&E's decision to terminate the CWA, impact the payment of Customer Incentives and Budget allocations.

- Gross Energy Savings (kW, kWh, Therms)
 - Forecasted Expenditures and Accruals
 - Committed and Installed Projects
- 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 7. The monthly invoice will also detail the monthly amounts paid to Customer Incentives. PG&E may request proof of cancelled Incentive check.
- 8.4 Project Pipeline Report. Implementer shall provide monthly Project Pipeline Reports if applicable.
- 8.5 Monthly Key Performance Indicators (KPI) Reporting Data. Implementer shall report cumulative monthly data around quarterly forecasted energy savings and forecasted Incentive and Non-incentive spend in a format similar to that in Attachment 8, per approval by PG&E PM. 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 Implementer to provide other reports or documentation ("Ad Hoc Reports"). Additional information may be required by the CPUC.
- 8.7 CPUC Regulatory Reporting. Implementer 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). Implementer shall provide a list of individuals and total hours worked by each individual per month.
- 8.9 Annual Forecast. Implementer shall provide an annual updated forecast for administrative, marketing, direct implementation non-incentive and Customer Incentive costs consistent with the CPUC Budget Allocation budget format specified in this CWA.
- 8.10 Implementer shall deliver a Final Program Report upon Program completion and shall include, but is not limited to, the following topics:
- Program Overview

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

Task 6 Invoicing and Reporting Schedule of Deliverables

Deliverable (Per Project)	Due Date
Monthly Progress Report	15th calendar day of the month
Monthly Invoice with breakdown of administration, marketing, direct implementation costs and actual monthly Customer Incentive payments	15th calendar day of the month
Monthly Forecast and Accrual Report	15th calendar day of the month
Pipeline Report	20th calendar day of the month
Annual Forecast	Per PM request
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 Project Completion Package. Prior to final Project payments, Implementer must collect all supporting documents for each Project that may include, but is not limited to, the signed Custom Program Application, purchase and installation invoices, Field Report, manufacturer specification sheets, final savings and Incentive calculations based on post-installation information, a summary of Implementer and Customer's decision to install the Measures, a copy of Customer Incentive check, and any other documentation required and requested by PG&E to support the calculations. These items will be made available to the PG&E PM upon request and consistent with the Custom Policies and Regional Direct Install Program Policies.
- 9.2 Program Incentives. Program incentives are based upon installation, engineering review, and at times, verification and inspection of the Project actual energy savings, not estimated calculations. Implementer is required to revise the calculations accordingly to enable the PG&E PM to review and approve.
- 9.2.1 Projects for which Calculated Measures are installed. PG&E will reimburse Implementer for Customer Incentives paid for Installed and Verified projects. In no case will Incentive payments exceed the Project

cost. If PG&E revises Incentive rates for PG&E Regional DI Programs, Implementer shall revise Program Incentive rates to maintain consistency.

- 9.2.2 Calculation of Incentive Payments. Customer Incentive payments shall be based on the actual installed and verified Measure calculations. For deemed Measures, savings and Incentives are can be calculated using a deemed per-unit amount times the number of units installed for each Measure type, or a hybrid approach where the savings are based on work paper values but the incentive is variable, with PG&E PM permission. For custom Measures, savings are calculated using established engineering calculations and input values particular to the installation facility.
- 9.2.3 Incentive Payments. PG&E will make Incentive payments to the Implementer, but reserves the right to make these payments directly to the Customer. Implementer is responsible for notifying and paying the Customer the Incentive if the payment is not made directly to the Customer.
- 9.3 Time and Materials-Based (T&M) Payments (if applicable). Implementer 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.
- 9.4 Performance Based Payments. These payments involve the total Program energy savings and peak demand reduction goals for the Program. PG&E will pay actual savings resulting from Projects, not forecasted. PG&E shall pay that portion of the Budget on a \$/gross kWh, \$/gross therm, or \$/Measure basis and does not include Customer Incentive and Rebates. Performance-Based Payment Adjustments. PG&E shall recalculate and adjust the amount of any Project payment if the Installed and Verified energy and demand savings differs from the estimated energy and demand savings used to calculate the Project Commitment Payment. PG&E quality assurance review may result in a payment adjustment.
- 9.5 Other Performance Based payments. Implementer shall obtain PG&E PM's written approval for all performance payment rates paid on a non-energy per-unit basis (e.g. per Measure, per foot) and for any other such changes.
- 9.6 Legacy Project Payment Terms. Projects committed or planned, but not installed, shall be governed under these terms, unless otherwise agreed to in writing.
- 9.7 Customer Incentive Payments and Direct Installation Reimbursements. The "Gross Participant Cost", is a Customer co-payment which should not be billed to PG&E which PG&E will not pay.
- 9.8 Budget Adjustments/Measure Disallowance/Termination.

- 9.8.1 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.
- 9.8.2 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. Implementer shall make these modifications upon notice from PG&E accordingly.
- 9.8.3 If PG&E reduces funding, terminates the CWA, or the Program is discontinued, Implementer shall provide a Project(s) status report.

10. RAMP-DOWN PROGRAM

- 10.1 Program Ramp-Down. Unless otherwise agreed, Implementer shall provide a plan to ramp down the Program (Ramp Down Plan) by December 1, 2017. The Ramp-Down Plan must take into consideration that all Projects should be complete and Incentives paid by December 15, 2017.
- 10.2 Program Shut-Down Notification. Implementer 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 Implementer to ramp down the Program. Implementer 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, Implementer 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, 2017, or as requested by PG&E PM
Shut-Down Notification	No later than December 15, 2017, or as requested by PG&E PM

11. NOTICES

- 11.1 Implementer designates <Implementer PM Name, address, phone number, email > as Implementer's Contract Representative for all matters relating to this CWA.
- 11.2 PG&E designates Steve Newvine, 3185 M Street Merced, CA 95348, 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 Implementer may install and the Customers and geographic areas (within the Service Territory). Implementer shall not install any other Measures or serve any other Customers under this Program without the prior written approval of the PG&E PM.

Implementer understands there are other implementers, including PG&E, local governments, other affiliates and similar third party implementers 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 implementers, Implementer 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:

Implementer may serve the following Customers:

- Municipal customers, including but not limited to cities, counties, special districts, and K-12 public schools.
- 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.
- Residential customers (via Moderate Income Direct Install (MIDI) program or other Partnership-funded Residential Programs)

Any exceptions to this list of eligible customers must be approved in writing by the PG&E PM.

Eligible Geographic Area:

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

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

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

1. Lodging – Customers in the Lodging market sector defined here as businesses that offer overnight accommodations (NAICS 72111x, 72119x, 7213xx). PG&E is currently considering opening up a portion of the Lodging market to Regional Direct Install programs. PG&E may issue an update to this exclusion in the future.
2. Colleges – Customers in the college market sector (NAICS 6113xx) including private schools.

3. Supermarkets and Groceries – Implementer 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. Waste Water Treatment Plants -- Customers in the wastewater treatment market sector (NAICS 22132x).
7. 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)
8. Dairies – Customers in the dairy market sector (NAICS 11212x, 3115xx).
9. 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.
10. Common Area of Mobile Home Parks.

Legacy Projects:

As a general rule, projects will receive incentives that correlate to the year in which the project is paid. In the case when a Legacy Policy is allowed, Implementer will get PG&E PM approval on all proposed legacy projects before project installation.

A legacy policy was instituted for a limited number of projects initiated in 2015 but paid in 2016. This legacy policy applies to small and medium businesses, non-profits, local governments, and special districts as well as K-12 public schools served by Regional Direct Install Programs. If the conditions outlined in the policy listed below are met, a project will be considered a “legacy” project and PG&E will honor 2015 incentive rates. A final list of PG&E PM approved legacy projects should be included in the PMP. The 2015 Legacy Policy is as follows:

2015 Legacy Policy for Regional Direct Install Programs – SMB Policy

To qualify as a legacy project, all of the following conditions must be met:

- **Proposal Date:** Proposals must have been provided to the customer by 10/30/15 or earlier

- Measures that will be discontinued (sunset) by December 31, 2015 will not be eligible for energy savings or incentives in 2016, irrespective of this legacy policy
- **Commitment Date:** The customer must have a signed commitment no later than 11/15/15
- **Legacy Project List:** Implementers must submit a list of all legacy projects to PG&E by 11/20/15
 - This list should include the customer name, SAID, estimated savings, estimated incentives, and indicate if the project is DMGD compliant [Yes or No]
 - Projects not included in this list will not be eligible
- **Upload Date:** Legacy projects must be completed and uploaded to Energy Insight by 03/01/16

Program Implementers will have the flexibility of determining their own installation deadline to accommodate the time needed to be ready for upload by 03/01/16. Projects paid in 2016 that miss any of the above deadlines will not be eligible for this legacy policy and will default to 2016 incentive levels. PG&E intends to pay all legacy projects by the end of March 2016.

Important Notes:

- Projects paid in 2016 will receive 2016 energy savings values
- Performance payments (where applicable) will be based on 2016 energy savings values
- The deemed-must-go-deemed policy shall be suspended for legacy projects only

End of Year Deadline for VRS

As a reminder, projects to be paid through VRS must be uploaded to the Vendor Rebate System (VRS) no later than December 10, 2015, as previously communicated on September 25, 2015. VRS will no longer be available for rebate processing beginning January 1, 2016. Any projects that will be paid in 2016 must be submitted and processed through Energy Insight.

2015 Legacy Policy in Regional Direct Install Programs - Proposition 39 Projects

PG&E Government and Community Partnerships will allow a Legacy Policy for projects submitted as part of a Prop 39 Energy Expenditure Plan (EEP) to the California Energy Commission (CEC). PG&E realizes that customers require more time to commit to and install projects due to the CEC timeline for reviewing and approving EEPs and the California Department of Education (CDE) timeline for dispersing Prop 39 grant funds. If the incentive levels were to change significantly between the time the EEP is submitted to the CEC and the time the project is implemented, the customer could be required to re-submit an EEP for CEC approval. To avoid this scenario, a project will be considered a "legacy" project, and PG&E will honor the 2015 incentives if the following conditions are met:

- **Proposal Date:** Proposals must have been provided to the customer by 10/30/15 or earlier
 - Measures that will be discontinued (sunset) by December 31, 2015 will not be eligible for energy savings or incentives in 2016, irrespective of this legacy policy
- **Legacy Project List:** Implementers must submit a list of all legacy projects to PG&E by 12/31/15
 - This list should include the customer name, SAID, estimated savings, estimated incentives, and indicate if the project is DMGD compliant [Yes or No]
 - Projects not included in this list will not be eligible
- **EEP Submittal Date:** The customer must have submitted an EEP to the CEC with 2015 incentive rates no later than 3/31/16

- **Upload Date:** Legacy projects must be completed and uploaded to Energy Insight by 1/15/17

Program Implementers will have the flexibility of determining their own installation deadline to accommodate the time needed to be ready for upload by 1/15/17. Any proposed Prop 39 legacy projects that miss any of the above deadlines will not be eligible for this legacy policy and will default to 2016 incentive levels. PG&E intends to pay all Prop 39 legacy projects by early February 2017.

Important Notes:

- Projects paid in 2016 will receive 2016 energy savings values
- Performance payments (where applicable) will be based on 2016 energy savings values
- The deemed-must-go-deemed policy shall be suspended for legacy projects only

End of Year Deadline for VRS

As a reminder, projects to be paid through VRS must be uploaded to the Vendor Rebate System (VRS) no later than December 10, 2015, as previously communicated on September 25, 2015. VRS will no longer be available for rebate processing beginning January 1, 2016. Any projects that will be paid in 2016 must be submitted and processed through Energy Insight.

Attachment 2

**Program Policy and Procedures Manual and
 Quality Assurance and Quality Control Plan Specific Requirements**

Implementer agrees to review and comply with the following Statewide Program policy manuals found and updated on these sites which contain and outline the requirements below:

- 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>

Minimum Requirements	Program P&P	Quality Assurance and Quality Control Plan	Post-Installation Permit Compliance Form
Program Process Must include Implementer and Customer responsibilities, sufficient that Customer can read and understand how to participate in program.	X		
Program Begin & End Dates • Program Begin and End Dates	X		
Customer Eligibility Requirements • Must include that Customer must be a PG&E Customer paying the Public Purpose Program Charge • Per Attachment 9 (Program Limited to Service Territory). • Must be consistent with this Contract or with subsequent modifications approved in writing by the PG&E Program Manager.	X		
Incentive Payment Process • Discuss process and requirements for Incentive payment to Customer. <ul style="list-style-type: none"> ○ Are original receipts needed or is a copy okay? ○ What happens if the Incentive application is rejected? • Is the Customer required to reserve funding prior to Measure installation?	X		
IRS 1099 Reporting procedures ○ Per PPA	X		
Dispute Resolution Procedures • Must apply to both subcontractors and Customers. • Per Parties MSA • Eligible Product Specifications	X	X	
Limited funding First-come, first served, while funding lasts.	X		

Minimum Requirements	Program P&P	Quality Assurance and Quality Control Plan	Post-Installation Permit Compliance Form
Program Process Must include Implementer and Customer responsibilities, sufficient that Customer can read and understand how to participate in program.	X		
Disclosure and auspices line in both English and Spanish <ul style="list-style-type: none"> • Per Parties MSA 	X		
Access Agreement <ul style="list-style-type: none"> • Per Parties MSA 	X		
Prevention of Double Dipping <ul style="list-style-type: none"> • Per Parties MSA 	X		
<ul style="list-style-type: none"> • Installation Agreement 	X		
Limitation of liability, per Parties MSA <ul style="list-style-type: none"> • Must limit PG&E's liability. Implementers generally also limit their own. 	X		
Installation Standards <ul style="list-style-type: none"> • As applicable 		X	
Installation Schedule <ul style="list-style-type: none"> • As applicable 		X	
Product specifications for eligible measures/hardware <ul style="list-style-type: none"> • Implementer's standards must meet or exceed PG&E's specifications. 		X	
Verification Plan <ul style="list-style-type: none"> • Must describe, at a minimum the percentage of inspections to be conducted, the inspection agent and who will pay inspection costs. 		X	
NGAT (Natural Gas Appliance Testing) <ul style="list-style-type: none"> • Must describe how the Implementer will comply with PG&E NGAT requirements. 		X	
Customer Feedback Survey <ul style="list-style-type: none"> • Must describe surveying process and methodology. • Must address the following topics, at a minimum: Customer's perceived convenience of the Program, notification of other energy efficiency programs available, and Customer's overall satisfaction with the Program providers. 	X		
<ul style="list-style-type: none"> • Any other Q/A procedures relevant to Implementer's Program 		X	
Technical Reports		X	

Minimum Requirements	Program P&P	Quality Assurance and Quality Control Plan	Post-Installation Permit Compliance Form
Program Process Must include Implementer and Customer responsibilities, sufficient that Customer can read and understand how to participate in program.	X		
Disclosure for programs that develop technical reports			
<ul style="list-style-type: none"> Any Other Documents 	X	X	
Insert language, if applicable: THIS INFORMATION MUST BE PROVIDED BY THE CONTRACTOR TO COMPLY WITH CPUC DECISION D.12-05-015 FOR ALL HVAC INSTALLATIONS. I certify I am a licensed contractor and have complied with applicable permitting requirements, as appropriate, for this HVAC installation or replacement. Permit # _____ Agency _____ Signature _____ Date _____ Name (Print) _____			X
Insert language: THIS SECTION MUST BE COMPLETED FOR ALL ENERGY EFFICIENCY PROJECTS FOR WHICH INCENTIVES ARE ISSUED TO COMPLY WITH PUBLIC UTILITIES CCODE SECTION 399.4 (b) (1). <input type="checkbox"/> By checking this box, I certify I have used a licensed contractor, as appropriate, and have complied with applicable permitting requirements for this installation. Signature _____ Date _____ Name (Print) _____ Note: The PG&E Customer must sign this section when an incentive check is issued to the Customer. If the incentive check is issued to the Third Party Implementer or contractor/installer, the Third Party Implementer must provide this certification.			X

Program Policy and Procedures Manual

The Program Policy and Procedures manual shall be developed and delivered to PG&E within 30 days of contract award and updated subject to the following requirements:

- Implementer shall review the P&P manual monthly to ensure conformance with current CPUC policy updates
- Implementer shall certify that the P&P manual review has been completed in conjunction with monthly reporting and invoicing
- Implementer shall provide a change history addendum to the P&P manual documenting the "list of affected pages" with each update.
- Implementer shall provide an electronic copy of the updated manual and change history addendum to the PG&E PM with each update.

Marketing Plan

Implementer shall develop and/or modify all Program forms, marketing materials, brochure's, fact sheets, advertisements, presentations, Web site content, and other materials required to implement and promote the Program for PG&E's review and approval. Implementer shall also participate in all training events required to develop and launch the Program. Marketing Plan shall include, but is not limited to, a description of:

- All Program marketing materials
- Program Marketing objectives, tasks and timelines
- Program Web site structure and content (as applicable)
- Identify PG&E involvement and other resources to promote the Program
- Program Marketing plans to create and use at least one Program marketing piece that uses the PG&E trademark and brand.
- Develop requirements to notify PG&E in writing prior to implementation and coordinate Program marketing activities.

Quality Assurance and Quality Control Plan (QA/QC Plan)

The Quality Assurance and Quality Control Plan (QA/QC Plan) shall include, but is not limited to:

- Description of product specifications, inspection procedures and requirements, and all other QA procedures regarding the Program.
- A procedure for Customer issues ("Dispute Resolution Plan") starting with Implementer's staff and escalating to the PG&E PM.

Attachment 7

Itemization of CPUC Budget Allocation

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



3P CWA
Attachment 7 - I..

Attachment 8

Key Performance Indicators (KPI) Reporting Data



KPI Implementer
 Data Entry_1020201!

Sample Input Template

Metric Group	Weight: KPIs	Weight: Metric Score	Key Performance Indicator (KPI)	Description and (Detailed Calculation of KPI)	Data Source	Q1'16	
						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 unadjusted savings (kWh, kW, Therm))	Implementer	Actual Savings achieved by subprogram (kWh)	Forecasted Quaterly energy savings (kWh)
						Actual Savings achieved by subprogram (Therm)	Forecasted Quaterly energy savings (Therm)
						Actual Savings achieved by subprogram (kW)	Forecasted Quaterly energy savings (kW)
<i>Notes</i>							

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	Actual # of committed projects	Forecasted # of committed projects
<i>Notes</i>							

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	Actual # of installed projects	Forecasted # of installed projects
<i>Notes</i>							

Attachment 9

Program Management Plan Guidance

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

1. Introduction: Summarize objectives and the major components of the Implementer
 - a. Program Overview
 - b. Goals: List energy saving and non-energy saving goals
 - c. Targeted Customer Segments, Eligibility Requirements
 - d. Program Dates
 - e. Staff and Subcontractor Responsibilities
 - i. Team Org Chart - departments, subcontractors, and reporting structure
 - ii. Key staff names, titles, and responsibilities
 - f. Local Hiring
 - g. Work Scheduling Methodology
 - h. Implementation Timetable (template provided by PG&E)
 - i. Coordination Plan: Indicate how Implementer will coordinate other programs offered by PG&E
 - j. Process for providing Incentives: Discuss process and requirements for incentive payment to customer
 - k. IRS 1099 reporting procedures
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. Single Family and Multifamily Direct Install
 - iii. 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)
- 8. Legacy Projects List

Attachment 10

Customer Program Participation Agreement

As used throughout this document, the term "Party" means Implementer and Customer, collectively the "Parties."

Customer Project Specific Terms and Conditions

1. Project Eligibility and Approval. PG&E in its sole discretion will determine the eligibility and approval of the energy efficiency of Measures at the Customer's site (Project). Eligibility requirements include and are not limited to, 1) Project site must be receive gas and/or electric service from PG&E; 2) Customer must be non-residential; 3) whether Measures to be installed satisfy incentive amounts; 4) inspections of the Project site before and after the installation of Measures; 5) and any additional information or requirements requested by PG&E to implement and approve the Customers Project.
2. Feasibility: If applicable, PG&E's and/or its consultant's may review the design, construction, operation or maintenance of the Project, Measures, Project documentation to determine eligibility, incentives and approval. PG&E's review does not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the Project or its Measures. Implementer is solely responsible for the economic, technical feasibility, operational capability and reliability of the Project and its Measures.
3. Savings: Implementer is implementing the Project on Customer's behalf and is solely responsible for ensuring Project savings are calculated using the appropriate baseline, installed according to Customer's specifications and is delivering the estimated savings. Customer understands Incentives will be paid only for energy savings that exceed California Title 20 and Title 24 standards, or industry standards in the absence of applicable local, state or federal standards.
4. Program Dates: All Incentives and installations must be paid and complete by 12/ /YYYY. Applications must be postmarked by ___/___/YYYY in order for Incentive to be processed and paid.
5. Project Commitment Process: The step-by-step commitment process is: *Note: Implementer please describe per Project* _____

6. Qualifying Equipment: *Note: Implementer please describe per Project* _____

7. Project Operations. Customer is responsible for checking the product/equipment specification to make sure that all requirements are met.
8. New Products. New products ordered, purchased and installed prior to 1/1/YYYY or after 12/15/YYYY do not qualify for an Incentive. Resale products, products leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products do not qualify.
9. Documentation Submittal Requirement: The documentation which must be submitted is: *Implementer please describe per Project* _____

10. Measure or Site Details: Measures eligible to be installed are: **NOTE: Implementer please describe per Project** _____

11. Eligibility: Customer must be an electric or natural gas Customer of PG&E with an active meter serviced by PG&E. Customers throughout PG&E's Service Territory with the following NAICS codes are eligible: **NOTE: Implementer please list:** _____

12. Incentive Payment:

Eligible Measures and associated energy savings are: **NOTE: Implementer please list or include as an attachment** _____

Energy savings calculation methodology, including baseline calculation for calculated Projects and/or minimum efficiency standards as applicable is **NOTE: Implementer please attached or is as follows:** _____

Expected Incentive payment and payment calculation methodology is: **NOTE: Implementer please attached or is as follows:** _____

Customer Project General Terms and Conditions - Note: If Implementer wants to modify the Customer Project General terms and conditions must be approved in writing by the PG&E PM.

1. Funding: Implementer is receiving funds from PG&E, under the auspices of the California Public Utilities Commission (CPUC) for this Project, but the Parties agree PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement. PG&E makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or equipment installed pursuant to this Agreement, and expressly disclaims any such representation, warranty or liability.

2. Incidental and Consequential Damages: IMPLEMENTER OR CUSTOMER SHALL NOT BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISING FROM THIS AGREEMENT.

3. Life of Product: Customer understands Incentive payments are based on related energy benefits over the life of the product. Customer agrees if 1) Customer does not provide PG&E with 100% of the related benefits for the life of the product or a period of 5 years, whichever is less, or 2) Customer ceases to be a distribution Customer of PG&E during said time period, Customer shall refund a prorated amount of Incentive payment(s) to PG&E based on the actual period of time for which Customer provided the related energy benefits as an electric Customer of PG&E.

4. Customers with self-generation capabilities: If Customer has existing onsite cogeneration or self-generation, Implementer shall not pay Incentives for energy savings that exceed Customer's annual

energy usage from PG&E. KW, kWh and therm savings are limited to the previous 12 months quantity of kW, kWh, and/or therms purchased from or delivered by the utility on the meter(s), serving the equipment to be installed, for which the utility collects as directed by the CPUC. The previous 12 months are defined as the year prior to the date the Customer signed this Agreement (including usage from Standby Service and less savings associated with pending energy efficiency applications). This policy is subject to change with 30 day written notice to Customer.

5. Incentives. Incentives, energy savings, and installation costs in this Agreement are ESTIMATES only and may vary upon verification and completion of the Project approval process.

6. Incentive may not exceed Project cost: Customer must submit Project invoice(s) which include: vendor name/address/phone, itemized listing of product(s) including quantity, product description(s), manufacturer, model#, and other identifying information as appropriate, Project cost, date invoice paid or payment terms, and installation date.

7. If Tenant: If Customer is a tenant, Customer represents they have obtained the property owner's permission to install the Measure(s) for which Customer is applying for an Incentive payment. Access and Verification Inspection: PG&E requires Project inspections and performance measurements to verify the incentive. These inspections are not to determine any safety issues. Customer will allow, if requested, a representative from PG&E, the CPUC, Implementer, or any authorized subcontractor reasonable access to Facility to verify the installed product.

8. Compliance with Laws: Implementer shall comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to the implementation of this Project.

9. Advertising: Implementer and Customer agree not to use the names or identifying characteristics of the Customer's Facility, Customer's name or Implementers name for published Project reports (except to fulfill reporting requirements to PG&E and/or the CPUC), advertising, sales promotion or other publicity without written approval. No Double-Dipping: Customer understands they cannot receive Incentives for the same product, equipment or service from more than one California investor-owned utility or third party Energy Efficiency program offering Incentives for the same product, equipment, or service funded by the CPUC. This prohibition applies three years prior to and three years after receiving Incentives for the same product, equipment or service.

10. No Obligation: 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 CPUC. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos. Bajo este programa. Este program a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).

11. Availability of Funds: This program is available on a first-come, first served until allocated funds are depleted. This Program may be modified or terminated without notice.

12. CPUC Authority. This CWA and SOW can be modified at anytime 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.

13. Project Permits: After energy-saving measures are installed and operable and before incentive or rebates are paid, recipients of the incentive, the Customer, will be required to provide a written certification after installation that Implementer shall provide and states:

13.1 For all rebates or incentives offered by PG&E for an energy efficiency improvement or installation of energy efficient components, equipment, or appliances, the recipient must certify that appropriate permits have been obtained and, if a contractor performed the installation or improvement, that the contractor holds the appropriate license for the work performed. In the case of HVAC installations and replacements, the permit number, permitting agency, contractor who did the installation must be named and sign and date the certification. In the case of Direct Install measures in which the Implementer or contractor/installer is the recipient of the rebate or incentive, the Implementer shall certify that permitting requirements have been met.

I have read and understand these Terms and Condition and certify the information I have provided to implement this Project is true and correct.

AGREED AND ACCEPTED:

CUSTOMER

Signed: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Date: _____

PG&E Service Agreement ID #c. _____ {Electric}

PG&E Service Agreement ID # _____ {Gas}

Tax Status: (circle one) Corporation Partnership Individual/Sole Proprietor Exempt (Tax exempt, non-profit)

Taxpayer ID #: (circle one and fill in) EIN Federal Tax ID SSN _____

The value of Incentives and direct installations is taxable. Implementer will report Incentives and direct installations greater than \$600 to the IRS on Form 1099, unless you are exempt. Please consult your tax advisor concerning the taxability of Incentives. Customer, not Implementer, is responsible for any taxes imposed as a result of your receipt of Incentives from this Program. 1099 will be issued for the Customer, regardless of who the payee is, because the Customer receives the benefits of the Incentives.