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GENERAL CONDITIONS

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Each of the following documents is attached hereto and incorporated herein:

EXHIBIT 1	PG&E Supplier Diversity Policy
EXHIBIT 1A	List of Subcontractors and Disbursement Record
EXHIBIT 2	Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns
EXHIBIT 3	Injury and Illness Prevention Program Compliance Certificate
EXHIBIT 4	PG&E Drug and Alcohol Abuse and Testing Policies
EXHIBIT 5	PG&E Contractor Document Retention and Production Requirements
EXHIBIT 5A	Document and Data List
EXHIBIT A	Escalated Complaints / Safety Incidents
EXHIBIT B	Confidentiality and Data Security
EXHIBIT C	Non-Disclosure and Use of Information Agreement
EXHIBIT D	Customer Satisfaction
EXHIBIT E	Background Check

1.0 DEFINITIONS

"Bidder": The entity submitting a bid Proposal to PG&E to perform Work under this Contract or a CWA.

"Change Order": A revision or modification to the Contract reflected on a PG&E Field Order form or a PG&E Change Order form.

"Contractor": The entity or entities entering into this Contract with PG&E to perform the Work.

"Contract": This executed master service agreement between PG&E and Contractor, including the cover page signed by each Party, each CWA, the Specific Conditions and these General Conditions, together with any and all attachments and exhibits, all of which together shall constitute the Contract.

"Customer": PG&E's utility customers, both residential and commercial.

"CWA": Contract Work Authorization. If specified in the Specific Conditions of this Contract, Work may be assigned to Contractor through CWAs which are signed by both PG&E and the Contractor. The terms and conditions of this Contract shall apply independently to each CWA executed by both Parties.

"Day": Unless otherwise specified, reference to a "day" means a calendar day.

"Party" or "Parties": In the singular, PG&E or Contractor, and in the plural, both PG&E and Contractor.

"PG&E": Pacific Gas and Electric Company, a California corporation.

"Proposal": Bidder's firm bid quotation and package to perform Work under this Contract or a CWA.

"Subcontract": An agreement between Contractor and Subcontractor or between Subcontractors at any level for a portion of the Work under this Contract.

"Subcontractor": Party or parties entering into a Subcontract with Contractor or another Subcontractor to perform a portion of the Work covered by the Contract.

"Work" or "Services": All services (including but not limited to professional, engineering, analytical and other consulting services), labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Contract.

2.0 PERFORMANCE OF THE WORK

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

2.2 NO GUARANTEE OF WORK: THIS IS NOT AN EXCLUSIVE CONTRACT. THIS CONTRACT DOES NOT GUARANTEE THE CONTRACTOR ANY WORK NOR IS THERE ANY GUARANTEE AS TO ANY VOLUME OR DURATION OF WORK. PG&E EXPRESSLY RESERVES ALL ITS RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO CONTRACT WITH THIRD PARTIES FOR THE PERFORMANCE OF WORK OF THE TYPE CONTEMPLATED BY THIS CONTRACT; THE RIGHT TO REQUEST PROPOSALS FROM OTHERS WITH OR WITHOUT REQUESTING PROPOSALS FROM CONTRACTOR AND THE UNRESTRICTED RIGHT TO PERFORM THE WORK WITH PG&E'S OWN EMPLOYEES.

- 2.3 PRIOR WORK: Services performed by Contractor pursuant to PG&E's authorization, but before the execution of this Contract, shall be considered as having been performed subject to the provisions of this Contract.
- 2.4 ADDITIONAL WORK OR CHANGES IN WORK
- 2.4.1 PROCEDURE FOR ADDITIONAL WORK: BEFORE PROCEEDING WITH ANY WORK INVOLVING POSSIBLE CLAIMS FOR EXTRA COMPENSATION NOT SPECIFIED IN THE CONTRACT, CONTRACTOR SHALL SUBMIT IN WRITING A DETAILED ESTIMATE OF THE COST FOR SUCH WORK. For each identifiable task, key milestone and deliverable, Contractor shall state: (a) description of work to be performed, including extensions and changes; (b) estimated cost; and (c) expected completion date.
- 2.4.2 APPROVAL NEEDED FOR ADDITIONAL WORK: Contractor shall not proceed with any such additional work prior to receiving written authorization or a Change Order issued to Contractor by PG&E. CONTRACTOR AGREES THAT ALL COSTS FOR ANY SUCH MODIFICATION OR CHANGE THAT IS PERFORMED BY CONTRACTOR WITHOUT PG&E'S PRIOR WRITTEN APPROVAL SHALL BE AT CONTRACTOR'S SOLE RISK AND EXPENSE.
- 2.4.3 PG&E CHANGES TO WORK: PG&E reserves the right to make such changes in Work, specifications, or level of effort, as may be necessary or desirable, and any difference in Contract price resulting from such changes shall be approved in writing by PG&E before the Work is begun.
- 2.5 REPLACEMENT OF PERSONNEL
- 2.5.1 BY CONTRACTOR: Contractor acknowledges the removal, replacement, or reassignment of the individuals initially assigned by Contractor to perform the Work may result in serious harm and costs to PG&E. Contractor will make reasonable efforts to maintain continuity in its staffing and will provide PG&E prompt notice if any such changes are made. Contractor agrees not to remove, replace or reassign such individuals without the approval of PG&E, whose approval shall not be unreasonably withheld or delayed. Consultant agrees not to charge PG&E for the time to familiarize replacement personnel with the Work.
- 2.5.2 BY PG&E: Contractor shall employ personnel qualified to perform the Work. If PG&E finds Contractor's employee to be unsatisfactory, Contractor shall replace that employee within 24 hours of notification. For the avoidance of doubt, this provision addresses only the assignment of personnel to PG&E jobs; it does not require the Contractor to terminate the employment of any employee replaced under this section, nor does PG&E endorse or approve, either expressly or impliedly, Contractor's termination of any such employee.
- 2.6 IMPORTANCE OF SAFETY: Contractor recognizes and agrees safety is of paramount importance in the performance of the Work. Contractor is solely responsible for performing the Work in a safe manner. Contractor shall plan and conduct the Work, and shall require all Subcontractors to perform their Work, in accordance with Contractor's safety program and with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. Contractor further agrees to provide necessary training to its employees and Subcontractors about the foregoing safety and health rules and standards. If PG&E at any time observe Contractor, or any of its Subcontractors, perform the Work in an unsafe manner, or in a manner that may, if continued, become unsafe, then PG&E shall have the right (but not the obligation) to require Contractor to stop the Work affected by the unsafe practice until Contractor has taken corrective action so the Work performance has been rendered safe.
- 2.7 LAWFUL DISPOSAL OF SAMPLED AND OTHER WASTE: If the Work requires Contractor to perform hazardous waste site investigations, the following shall apply:

- 2.7.1 PG&E will be responsible for disposal of onsite samples. Charges for disposal of samples taken offsite for testing are included in the Contractor's proposed rates.
- 2.7.2 Contractor shall lawfully dispose of all test samples after completion of the required tests, along with any residue or byproducts of the testing process. Contractor shall comply with all federal, state and local laws, rules, regulations, and/or ordinances applicable to the services to be performed, including but not limited to, to the extent applicable, the Code of Federal Regulations, Title 40, Part 260 et seq., and the California Health and Safety Code, Section 25, 100 et seq., and the Title 22, California Code of Regulations, Section 66,000 et seq.

2.8 WARRANTY

- 2.8.1. GENERAL WARRANTY: Contractor warrants to PG&E the Work shall be performed with the degree of skill and care required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional and industry standards prevailing at the time the Work is performed. This is to ensure the Work is correct and appropriate for the purposes contemplated herein and related specifications. Contractor shall use appropriate numbers of personnel with suitable training, education, experience and skill to perform the Work in accordance with the Contract requirements.
 - 2.8.2 WORKMANSHIP. If applicable and In addition to the warranties implied in fact or in law, Contractor warrants the equipment, material and parts furnished by Contractor, whether or not manufactured by Contractor, shall be of the kind and quality described in the Contract, free of defects in workmanship, material, design, and title, shall be of good and merchantable quality, and shall be fit for its intended purpose. Contractor shall repair or replace at its expense any part of the Work that develops defects due to faulty material or workmanship within a period of one year after being placed in operation by PG&E. Contractor shall at its expense repair or replace other work or equipment damaged as the result of the defects, or as a result of the repairing, and hold PG&E harmless from repair expenses. Acceptance or payment of the Work by PG&E shall relieve Contractor from liability under the indemnity or any guarantees contained in or implied by this Contract.
- 2.9 SAFETY AND CUSTOMER SATISFACTION: Contractor shall comply with the requirements of Exhibit A, Escalated Complaints/Safety Incidents and Exhibit D, Customer Satisfaction, attached hereto and incorporated herein.

3.0 BILLING AND PAYMENT

- 3.1 LUMP SUM WORK: The following provisions shall apply to all Work performed on a lump sum basis.
 - 3.1.1 INVOICE SUBMITTAL INSTRUCTIONS: Contractor shall submit a monthly invoice to PG&E for compensation earned in the preceding calendar month. Contractor shall submit invoices to PG&E in accordance with the requirements of this Section and with the instructions printed in the Contract or Contract Change Order. The Contractor shall include the Contract number and, if applicable, the Contract Work Authorization number, on the invoice.
 - 3.1.2 INVOICE DEFICIENCIES: If PG&E determine Contractor's invoice does not meet the invoicing requirements, PG&E will notify Contractor of the deficiencies or return the invoice to Contractor with noted deficiencies. Contractor shall provide such documents or information correcting such deficiencies, or for invoices returned to Contractor and resubmit a corrected invoice.
 - 3.1.3 PG&E PAYMENT: PG&E will pay Contractor monthly for Work performed on a lump sum basis, in the full amount of the cost of the Work performed less any negotiated percentage withholding, computed in accordance with the terms of the

Contract, and satisfactorily completed during each month. PG&E reserves the right to discount payment(s) to Contractor by 2% of the invoice total amount for payment(s) made to Contractor within 15 days; or payable to Contractor within 45 days. All payments will be made, subject to PG&E approval after receipt of a correct invoice. Payment of the balance of the amount will occur at the end of the Contract after all Work is satisfactorily completed.

- 3.1.4 FINAL INVOICE: The final invoice shall be marked "FINAL" and must be received within 60 days after completion of the Work. PG&E will not be liable for payment of any late invoices received by PG&E beyond the 60 day period.
- 3.1.5 BILLING RATES AND CONFLICTS: Contractor's lump sum price(s) stated in the Contract fee schedule shall not change during the term of this Contract without prior written approval by PG&E. The lump sum price(s) shall be inclusive of all Contractor's overhead costs, administrative and general fees, and profit. To the extent such lump sum price(s), or any invoice or other billing instrument as provided for in this Article 3, "Billing and Payment", contains terms and conditions which are in addition to or in conflict with the terms and conditions in this Contract, whether Specific or General, those terms and conditions in the fee schedule, invoice, or other billing instrument shall be null and void.
- 3.2 TIME AND MATERIALS AND UNIT PRICE WORK: The following provisions shall apply to all Work performed on a time and materials or unit price basis.
 - 3.2.1 INVOICE SUBMITTAL INSTRUCTIONS: Contractor shall submit invoices to PG&E in accordance with the requirements of this Section and with the instructions printed in the Contract or Contract Change Order. The Contractor shall include the Contract number and, if applicable, the Contract Work Authorization number, on the invoice.
 - 3.2.2 MONTHLY INVOICE: Contractor shall submit a monthly invoice to PG&E for review and approval of compensation earned and reimbursable expenses incurred in the preceding calendar month. Each invoice shall be broken down by Contract tasks; for each task the invoice shall include the following information:
 - (i) STATUS: Task description, estimated cost to complete, total cost incurred to date, percentage of Work completed and date completed.
 - (ii) LABOR: Employee name, employee labor classification, employee salary rate, number of hours spent, and billing rate.
 - (iii) REIMBURSABLE EXPENSES: Unit cost and quantity of each item of expense.
 - 3.2.3 BILLING RATES AND CONFLICTS: Contractor's billing rates or fees stated in the Contract fee schedule shall not change during the term of this Contract without prior written approval by PG&E. These billing rates and fees shall be inclusive of all Contractor's overhead costs, administrative and general fees, and profit. To the extent such fee schedule, or any invoice or other billing instrument as provided for in this Article 3, "Billing and Payment", contains terms and conditions which are in addition to or in conflict with the terms and conditions in this Contract, whether Specific or General, those terms and conditions in the fee schedule, invoice, or other billing instrument shall be null and void.
 - (i) Overtime hours shall be billed at straight-time rates, unless otherwise approved by PG&E prior to the use of overtime, and limited to those hours for which Contractor's employee is actually compensated. If applicable, Contractor's overhead cost shall not be applied to the premium portion of the overtime cost.

- (ii) Individuals other than employees of Contractor (nonemployees) retained by Contractor, such as Subcontractors, outside Contractors, or agency personnel, shall not be billed as Contractor's employees and shall be shown separately on the invoice. Such nonemployees working in Contractor's established office under Contractor's direct supervision shall be billed to PG&E at the cost charged to Contractor multiplied by 1.05. All other nonemployees shall be billed at Contractor's actual, direct cost.
- 3.2.4 EXPENSES: All reimbursable expenses shall be reasonable, ordinary, and necessary and shall be billed at cost. All reimbursable expenses other than those listed in this Article shall be authorized in writing by PG&E's authorized representative prior to expenditure by the Contractor. PG&E will not reimburse Contractor for any expenses not so approved.
 - (i) Overhead costs are Contractor's responsibility and will not be reimbursed as expenses. Overhead costs include but are not limited to the following: Miscellaneous costs, such as routine telephone communications, routine copying, electronic mail, facsimile transmissions, computer time and use of in-house technical software.
- 3.2.5 TRAVEL TIME AND COSTS: All air travel costs within or outside of the United States will be reimbursed only on a coach fare basis and all rental car costs will be reimbursed only on a subcompact rate basis. Travel time to and from the Work site shall be at Contractor's expense.
- 3.2.6 MILEAGE AND USE OF PERSONAL CAR: If Contractor uses its personal car to perform Work and such use is included as a reimbursable expense, normal commuting such as trips from home to first business stop and from the last business stop to home represents personal use of car and shall not be reimbursed. All other reimbursable mileage shall be at the current IRS rate.
- 3.2.7 SUPPORTING DOCUMENTATION: For each expense item over \$100, supporting data and documentation shall be furnished with the invoice. Copies of detailed expense reports to support travel costs shall be attached to the invoice. Although travel receipts need not be attached, Contractor shall retain them for the term of the audit period.
 - (i) Each invoice shall be assembled such that attached supporting documentation placed in the order listed in the invoice, and each item of expense chargeable to PG&E shall be highlighted or clearly delineated.
- 3.2.8 INVOICE DEFICIENCIES: If PG&E determines Contractor's invoice does not meet the invoicing requirements, PG&E will notify Contractor of the deficiencies or return the invoice to Contractor with noted deficiencies. Contractor shall provide such documents or information correcting such deficiencies, or for invoices returned to Contractor, Contractor shall resubmit a corrected invoice.
- 3.2.9 FINAL INVOICE: The final invoice shall be marked "FINAL" and must be received within 60 days after completion of the Work. PG&E will not be liable for payment of any late invoices received by PG&E beyond the 60 day period.
- 3.2.10 UNIT PRICE BASIS: Invoices for Work performed on a unit price basis, Contractor shall attach a list stating the unit price item numbers, unit prices, quantities, dollar amounts and other information as required to identify the Work.
- 3.2.11 PG&E PAYMENT: Payment by PG&E to Contractor for Work performed on a time and materials or unit price basis will be monthly, in the full amount due for Work performed less any negotiated percentage withholding, computed in accordance with the terms of the Contract, and satisfactorily completed during each month including reimbursable expenses, if any. After receipt and approval of the Contractor's itemized invoice, PG&E reserves the right to discount

payment(s) to Contractor by 2% of the invoice total amount for payment(s) made to Contractor within 15 days; or payable to Contractor within 45 days. Payment of any remaining balance of the amount due will occur at the end of the Contract after all Work is satisfactorily completed.

3.3 PAYMENT TERMS: PG&E's payment terms are 2% 15 days, net 45 days. After receipt and approval of Contractor's invoice, PG&E reserves the right to discount payments by two percent (2%) of the invoice total amount for payment(s) made within 15 days. Any remaining, uncontested balance shall be payable to Contractor within 45 days. All timelines are calculated from the date a correct invoice is received by PG&E's Accounts Payable department in San Francisco.

3.4 GENERAL INVOICE REQUIREMENTS: Invoices submitted for payment must be in accordance with the service contract order and include the service contract order number. All timelines for payment of invoices run from the date a correct invoice is received by PG&E's Accounts Payable Department and must be submitted and accepted by 6:00 PM on a business day are considered received that same day.

3.4.1 ELECTRONIC INVOICES: Electronic invoices submitted through PG&E's electronic invoicing system and accepted by PG&E's Accounts Payable department **after** 6:00 PM may not be considered received until the next business day.

3.4.2 PAPER INVOICES: Paper invoices must be submitted to PG&E's Accounts Payable department at the following address:

PO Box 7760
San Francisco, CA 94120-7760

INVOICES SUBMITTED TO ANY OTHER OFFICE, LOCATION OR ADDRESS, INCLUDING A LOCAL PG&E OFFICE OR THE DEPARTMENT IN CHARGE OF THE WORK, ARE **NOT** CONSIDERED RECEIVED FOR PAYMENT PURPOSES. The discount and net due date timelines for invoice payment **DO NOT BEGIN** until the receiving location has forwarded a correct invoice to PG&E's Accounts Payable department and received and accepted.

4.0 INTELLECTUAL PROPERTY

4.1 OWNERSHIP OF DELIVERABLES: PG&E shall own all data, reports, information, manuals, computer programs or other written, recorded, photographic or visual materials, or other deliverables including without limitation produced in the performance of this Contract. Contractor shall retain no interest, title or ownership including, but not limited to energy usage data and customer specific information provided by PG&E except as may otherwise be provided in the Contract.

4.2 PROPRIETARY RIGHTS: PG&E shall own all proprietary rights, including, but not limited to, exclusive patent and copyright rights, in and to any and all inventions, software, works of authorship, designs or improvements of equipment, tools or processes, including the items referenced in the Section titled "Ownership of Deliverables" (collectively, the "Developments"), conceived, developed, implemented, or produced by Contractor in the performance of this Contract, and Contractor shall retain no ownership, interest or title in or to them except as otherwise provided herein. Contractor agrees to assign and hereby assigns all its right, title and interest in and to the patents, copyrights and other intellectual property rights in the Developments and hereby agrees to fully cooperate and to do all things reasonably necessary to allow PG&E to claim sole ownership, including the execution of documents deemed necessary by PG&E.

4.3 USE AND REPRODUCTION RIGHTS: If and to the extent that Contractor retains any preexisting rights in any materials furnished hereunder, including Developments, Contractor hereby grants to PG&E the irrevocable, perpetual, non-exclusive, worldwide,

royalty free right and license to (i) make, use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and derivative works thereof in connection with PG&E's business and (ii) authorize others to do any or all of the foregoing in connection with PG&E's business. Any claims of Contractor to proprietary rights in materials furnished hereunder must be expressly set forth in this Contract or shall have been previously disclosed to PG&E in writing.

- 4.4 COPYRIGHT REGISTRATION: Notice of PG&E copyright ownership shall be placed by Contractor on all reports, information or instructional manuals, computer programs or other written, recorded, photographic or visual materials or other deliverables to which PG&E has the right of such ownership as provided herein. Such notice shall be placed on the materials in a manner and location as to give reasonable notice of the claim of copyright, and shall consist of the copyright symbol or the word "Copyright" followed by the year in which the material is produced and the words "Pacific Gas and Electric Company". Application for copyright registration shall be the responsibility of PG&E.
- 4.5 ROYALTIES AND LICENSE FEES: Royalties, license fees or other charges for patents, copyrights and other intellectual property for designs, processes, technology, published or unpublished data, information or technical materials including, but not limited to, manuals, computer programs, or other deliverables furnished by Contractor, or for processes or methods employed by Contractor in performing the services, shall be included in the Contract price.
- 4.6 DELIVERY AND RETENTION OF RECORDS: To the extent PG&E does not otherwise specifically request delivery of records or results, Contractor agrees to retain all records and results of Work performed under this Contract for a period of not less than three years from the end of the Contract term. At PG&E's request Contractor will deliver a copy of any or all original field notes, investigative notes, tests, photographs, records, calculations, summaries, reports, and records produced and collected in the course of the Work performed under this Contract.
- 4.7 PUBLIC RELEASE OF RESULTS: Contractor agrees not to release any results of the Work without first providing PG&E with the material sought to be released and a description of the publication for PG&E's prior approval. Contractor further agrees that no release shall present any material findings not reasonably inferable from the data. Any public release shall acknowledge PG&E's sponsorship of the Work.
- 4.8 THIRD PARTY LICENSES: Contractor represents and warrants that it shall comply (and ensure that its personnel and subcontractors comply) with all third party licenses, terms of use, policies and procedures that apply to or otherwise govern access to and/or use of any third party materials made available by PG&E to Contractor under this Contract.
- 4.9 PUBLIC TESTIMONY: Contractor agrees, if requested by PG&E, Contractor shall provide testimony before any federal, state or local court, regulatory body or any other public agency to substantiate any Work performed or data, reports, or materials supplied to PG&E. Reasonable fees for such testimony will be negotiated at that time.
- 5.0 CONFIDENTIALITY AND USE OF PG&E PROPERTY
- 5.1 CONTRACTOR'S USE OF PG&E PROPERTY: All records, reports, computer programs, written procedures and similar materials, documents or data, in whatever form, provided by PG&E for Contractor's use to perform Work shall remain PG&E's confidential information and property be returned to PG&E immediately upon completion of Contractor's use for the performance of the Work or earlier upon PG&E's request. Alternatively, Contractor may destroy such information, provided an officer of Contractor certifies the destruction in writing to PG&E.
- 5.2 NO PUBLICITY: Contractor shall not include PG&E's name, any reference to this Contract, or any reference to PG&E's purchase or use of any products or services provided by Contractor in Contractor's published customer list or in other publicity or

advertisement, including internet, without the prior written consent of an officer of PG&E. The fact the Parties have entered into this Contract does not constitute, nor imply in any way, an endorsement of Contractor by PG&E, and Contractor will not state or imply that PG&E endorses, recommends, or vouches for Contractor in any form of written, verbal, or electronic advertisement, communication, or any other business development effort.

5.3 CONFIDENTIALITY:

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

- (i) the Customer's account information and information relating to their facilities, equipment, processes, products, specifications, designs, records, data, software programs, Customer identities, marketing plans or manufacturing processes or products,
- (ii) any technical, commercial, financial, or Customer information of PG&E obtained by Contractor in connection with this Contract, either during the Term or prior to the Term but in contemplation that Contractor might be providing the Work or services, including, but not limited to a Customer's energy usage and billing data, data, matters and practices concerning technology, ratemaking, personnel, business, marketing or manufacturing processes or products, which may be information owned by PG&E or by a third party and which may be in the custody of PG&E or third party and which constitutes valuable confidential and proprietary information and/or trade secrets belonging to PG&E, and/or third parties,
- (iii) any such confidential information of any third party disclosing such confidential information to PG&E or Contractor in the course of such third party's employment, engagement, business, or other relationship with PG&E or its parent, subsidiary, or affiliated companies, and
- (iv) PG&E Data as defined in Exhibit B, Confidentiality and Data Security.

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

5.3.3 The Requirements of Exhibit B, Confidentiality and Data Security, and Exhibit C, Non-Disclosure and Use of Information Agreement, attached, are hereby incorporated into the Contract. Contractor shall ensure that each of its employees and Subcontractors who will receive Confidential Information under this Contract first executes a copy of Exhibit C.

6.0 INDEMNIFICATION, WITHHOLDING AND LIMITATION OF LIABILITY

6.1 INDEMNIFICATION

6.1.1 Contractor shall indemnify, hold harmless and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Contractor; (ii) injury to property or other interests of PG&E, Contractor, or any third party; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) a breach of its confidentiality obligations under Article 5.0; so long as such injury, violation, or strict liability (as set forth in (i) - (v) above) arises

from or is in any way connected with Contractor's performance of, or failure to perform, this Contract, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the sole negligence or willful misconduct of PG&E, its officers, managers, or employees.

- 6.1.2 Contractor acknowledges that any claims, demands, losses, damages, costs, expenses, and liability that arise from or are in any way connected with the release or spill of any legally designated hazardous material or waste and arise from or is in any way connected with the Work performed under this Contract, are expressly within the scope of this indemnity. Likewise, the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability or the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.
- 6.1.3 Contractor shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Contractor shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract.
- 6.2 TAX WITHHOLDING: Contractor represents and warrants that it will withhold all taxes, if any, which are required to be withheld under applicable law with respect to payments to persons hired by Contractor who perform services for PG&E. Contractor shall indemnify and hold PG&E harmless, on an after-tax basis, for any liability incurred by PG&E as a result of Contractor's failure to institute any such required withholding.
- 6.3 INFRINGEMENT PROTECTION: Contractor represents to PG&E that the material to be prepared under this Contract will not infringe upon the copyright, patent or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Contractor agrees to indemnify and hold PG&E, its parent company, subsidiaries and/or affiliates, harmless from and against any and all liabilities, costs and damages arising out of any such infringement, and from any suit, demand or claim made against PG&E, its parent company, subsidiaries and/or affiliates, alleging any such infringement or violation. In addition to the foregoing, if there is such a suit, demand or claim, Contractor agrees, as soon as possible, to either procure for PG&E the right to continue using the material, replace the material with non-infringing material or modify it so it becomes non-infringing; provided, however that the replaced or modified material shall be equal to that contracted for hereunder and satisfactory to PG&E. Contractor further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim, and pay any reasonable attorney's fees incurred by PG&E in defense against such suit.
- 6.4 LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PG&E SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND REGARDLESS OF WHETHER OR NOT PG&E HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR UNRECOVERED OVERHEAD AND, UNLESS EXPRESSLY AUTHORIZED IN ADVANCE IN WRITING AND SPECIFICALLY ASSUMED BY PG&E, COMMITMENTS TO THIRD PARTIES, SUCH AS SUBCONTRACTS, RENTAL OR LEASE AGREEMENT(S), AND PERSONAL SERVICES CONTRACTS.

7.0 INSURANCE REQUIREMENTS

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

7.1 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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

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

7.2 COMMERCIAL GENERAL LIABILITY

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

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

7.2.3 Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of or connected with the Work performed by or for the Contractor. (ISO Form CG2010 or equivalent is preferred). If the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Contractor are additional insureds under a blanket endorsement."; b) Be endorsed to specify that the Contractor's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

7.3 BUSINESS AUTO

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

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

7.4 PROFESSIONAL LIABILITY INSURANCE

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

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

7.5 ADDITIONAL INSURANCE REQUIREMENTS

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

7.5.2 Should any of the above described policies be cancelled before the expiration date thereof, the insurer shall deliver notification to PG&E in accordance with the policy provisions.

7.5.3 Certificates of insurance and endorsements shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and

endorsements on its behalf and must be submitted by e-mail or fax only to the following address:

Certificate Holder: Pacific Gas and Electric Company
c/o EXIGIS LLC
E-mail: support@exigis.com
Fax: 646-755-3327

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

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

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

8.0 FORCE MAJEURE, CANCELLATION AND TERMINATION OF CONTRACT

8.1 FORCE MAJEURE: Neither PG&E nor Contractor shall be considered in default in the performance of its obligations under this Contract, except obligations to make payments hereunder for Work previously performed, to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and without the fault or negligence, of the affected Party. If either Party claims that performance of its obligations was prevented or delayed by any such cause, that Party shall promptly notify the other Party in writing and describe the circumstances preventing or delaying performance. The Party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to remove the obstacles which preclude performance.

8.2 CANCELLATION FOR CAUSE:

8.2.1 PG&E may, at its option, cancel or suspend this Contract or any one or more CWAs for cause including, but not limited to, the following situations: (a) the failure, refusal or inability of the Contractor to perform the Work in accordance with this Contract for any reason (except as specified in the section titled "Force Majeure"); or (b) Contractor has become insolvent, has failed to pay its bills, or has had checks for payment of its bills returned from suppliers and Subcontractors due to insufficient funds; or (c) a legal action is placed against Contractor which, in PG&E's opinion, may interfere with the performance of the Work; or (d) in PG&E's opinion, the Work will not be completed in the specified time and PG&E has requested Contractor to take steps necessary to accomplish the required progress and completion, and Contractor has failed to do so.

8.2.2 PG&E will be the sole judge whether Contractor is substantially performing Work and services in accordance with this Contract. Contractor shall be liable for additional costs to PG&E arising from cancellation.

8.2.3 In the event of such cancellation, PG&E shall pay Contractor for services satisfactorily performed prior to the date of cancellation. In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the Work. Before PG&E will release final payment, Contractor shall deliver to PG&E any reports, drawings or other documents prepared for PG&E prior to the effective date of such cancellation. Contractor shall not enter into any agreements, commitments or Subcontracts which would incur significant cancellation costs without prior written approval of PG&E. Such written approval is a condition precedent to the payment of any cancellation charges by PG&E.

8.2.4 LABOR DISPUTE: In the event of a labor dispute or strike by Contractor's or its Subcontractors' employees which threatens the progress or cost of Work, or PG&E's labor relations, or which disrupts PG&E's operations, or results in a

secondary boycott at PG&E's facilities, PG&E reserves the right to restrict and/or require the additional hiring of Contractor's employees, to suspend or discontinue the Work of the Contractor or any Subcontractor, or cancel the Contract for cause. This paragraph shall be applicable whether or not any Contractor or Subcontractor is directly involved in a labor dispute.

- 8.3 TERMINATION FOR PG&E'S REASONS: PG&E may suspend or terminate the Contract or any one or more CWAs, without cause and upon written notice to Contractor. Contractor thereupon shall take whatever action with respect to performance of the Work as will tend to minimize its claim against PG&E, if any. In the event of termination, PG&E shall be liable to Contractor only for the compensation earned on the Work performed to the date of termination, plus costs reasonably incurred by Contractor in terminating its operation. Contractor shall not be entitled to any payment for lost or anticipated profits or overhead on uncompleted portions of the Work. Any reports, drawings or other documents prepared for PG&E prior to the effective date of such termination shall be delivered to PG&E by Contractor prior to PG&E's release of its final payment to Contractor.
- 8.4 CWA TERM AND TERMINATION: The cancellation and termination provisions in this Section shall apply to individual CWAs. If PG&E cancels or terminates the Work under a particular CWA or if a particular CWA expires, the remainder of this Contract shall not be affected. In addition, if the term of any one or more CWAs continues beyond the termination date of this Contract, the terms and conditions of this Contract shall continue to apply to those CWAs until final completion and acceptance of the Work.
- 8.5 ASSISTANCE AND COOPERATION: Commencing upon expiration, or upon notice to Contractor of cancellation or termination of a CWA or this Contract, and continuing for so long as PG&E may reasonably request, Contractor will provide reasonable assistance requested by PG&E to facilitate the orderly transfer of the Work and subject matter of the CWA or Contract, respectively, as directed by PG&E. To the extent that compensation for such assistance is not already provided for by the CWA or Contract, PG&E and Contractor will negotiate reasonable compensation not to exceed Contractor's then-current, standard hourly rates for similar work.
- 9.0 REQUIREMENTS AND POLICIES
- 9.1 PG&E'S SUPPLIER DIVERSITY POLICY: It is PG&E's policy that Women, Minority, and Disabled Veteran Business Enterprises (WMDVBEs) and Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBEs) shall have the maximum practicable opportunity to participate in providing the goods and services purchased by PG&E.
- 9.1.1 For all Contracts, Contractor agrees to comply, and to require all Subcontractors and sub-Subcontractors to comply, with PG&E's Supplier Diversity Policy, as set forth in Exhibit 1 hereto. Contractor shall provide a copy of Exhibit 1 to each prospective Subcontractor.
- 9.1.2 In addition, for Contracts exceeding \$500,000 (or \$1 million for construction contracts), Contractor must comply with the Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, as described in Exhibit 2 hereto. The Subcontracting Plan for these Contracts must include provisions for implementing the requirements of Exhibit 2.
- (i) Exception: Small Business and Small Disadvantaged Business Subcontracting Plans are not required for small business contractors, personal service contracts, contracts that will be performed entirely outside of the United States and its territories, or modifications to existing Contracts which have no potential for Subcontracting.
- 9.1.3 For all Contracts, Contractor shall act in accordance with the Subcontracting Plan in the performance of the Work and in the award of all Subcontracts.

9.1.4 Each Bidder's Proposal must describe how Bidder will comply with the mandatory requirements of Exhibit 1 if awarded the Work. PG&E will evaluate each Proposal using a formula of weighted and defined criteria that includes the strength of the Bidder's proposed compliance with PG&E's Supplier Diversity Policy. The requirements of Exhibit 1 and the successful Bidder's response will be incorporated into the Contract.

9.2 FEDERAL POLICY

9.2.1 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION REGULATIONS POLICY: During the performance of this Contract and to the extent they may be applicable, Contractor agrees to comply with all laws, orders, and regulations included by summary or reference in the following paragraphs

- Executive Order 11246, 41 CFR Part 60-1.4: Equal Opportunity Clause.
- Executive Order 11246, 41 CFR Part 60-1.8: Nonsegregated Facilities.
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-250.5.a: Equal Opportunity Clause.
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-300.5.a: Equal Opportunity Clause.
- Section 503 of the Rehabilitation Act of 1973, 41 CFR Part 60-741.5.a: Equal Opportunity Clause.

9.2.2 EXECUTIVE ORDER 13496 – EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. To the extent applicable, the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A are hereby incorporated by reference into this Contract.

9.3 SUPPLIER CODE OF CONDUCT: CONTRACTOR, ITS SUBCONTRACTORS AND THEIR SUPPLIERS AT ALL TIERS, SHALL COMPLY WITH PG&E'S SUPPLIER CODE OF CONDUCT IN THE AWARD AND PERFORMANCE OF ALL CONTRACTS AND SUBCONTRACTS. The Supplier Code of Conduct requires that Contractor and each of its Subcontractors demonstrate a strong commitment to compliance, ethics, sustainability and supplier diversity as a foundation to successful business. Contractor must complete its Work for PG&E in full compliance with the Supplier Code of Conduct, as it may be modified from time to time. Contractor shall access, read and comply with PG&E's Supplier Code of Conduct and shall make it available to its Subcontractors and suppliers. The Supplier Code of Conduct is available at PG&E's website, www.pge.com, at the following link:
http://www.pge.com/includes/docs/pdfs/b2b/purchasing/contractor_consultant_and_supplier_code.pdf

9.4 INJURY AND ILLNESS PREVENTION PROGRAM: In the performance of the Work under this Contract, Contractor acknowledges that it has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. Contractor shall ensure that any Subcontractor hired by Contractor to perform any portion of the Work under this Contract shall also have an effective Injury and Illness Prevention Program. The person with the authority and responsibility for implementing and administering Contractor's Injury and Illness and Prevention Program shall execute the Compliance Certificate attached as Exhibit 3.

9.5 PG&E DRUG AND ALCOHOL POLICY: PG&E is committed to maintain and promote job safety and health for all workers at its facilities. In addition, PG&E is determined to protect its employees, customers, and the general public while they are on PG&E property from any harm caused by illegal drug and alcohol use by non-PG&E personnel. To accomplish these objectives, PG&E has established a drug and alcohol policy for

access to PG&E facilities by its Contractor and Subcontractor personnel. If any personnel of Contractor or its approved Subcontractors perform any Work or services at PG&E offices and/or other PG&E facilities, then Contractor shall comply with PG&E's Drug and Alcohol Abuse and Testing Policies, attached as Exhibit 4 to these General Conditions.

9.6 DOCUMENT RETENTION AND PRODUCTION REQUIREMENTS: PG&E is committed to maintain documents and records so as to satisfy applicable legal, contractual and regulatory requirements as well as PG&E's on-going business needs; to enable appropriate records management, provide appropriate retrieval and achieve the proper level of security and privacy. In furtherance of this commitment, Contractor agrees to comply with the requirements of Exhibits 5 and 5A, attached to these General Conditions.

9.7 AVAILABILITY OF INFORMATION

9.7.1 ACCESS: PG&E's duly authorized representatives shall have, during the term of the Contract and for three years thereafter, access at all reasonable times to all of the Contractor's and its Subcontractors' personnel, accounts and records of all description, including but not limited to computer files, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the Work, reimbursable costs, amounts claimed by the Contractor, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes including any and all records of the Contractor for the purpose of verifying compliance with the Conflict of Interest/Business Ethics provision in this Contract.

9.7.2 ACCOUNTING: The Contractor's and its Subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Contract and the basis for charges or allocations to the Contract.

9.7.3 TIME PERIOD: The Contractor and its Subcontractors shall preserve all such accounts and records for a period of three years after the term of the Contract. PG&E's duly authorized representatives shall have the right to reproduce any such accounts and records.

9.7.4 ADJUSTMENTS: Contractor shall promptly adjust any inaccuracy in the billings. Adjustments shall accrue interest, compounded monthly, at a rate equal to the prime rate charged by the Bank of America, NT&SA, San Francisco, California, at the beginning of each month, from the date of payment of the invoice being adjusted to the date that the adjustment is paid.

9.7.5 SUBCONTRACTORS: The Contractor shall include the necessary provisions in its Subcontracts to ensure that its Subcontractors comply with this section.

9.8 CONFLICT OF INTEREST AND BUSINESS ETHICS

9.8.1 REASONABLE CARE: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PG&E's interest.

9.8.2 OTHER EMPLOYMENT: During the term of this Contract, Contractor or its employees will not accept any employment or engage in any work which creates a conflict of interest with PG&E or in any way compromises the Work to be performed under this Contract.

9.8.3 GIFTS: Contractor or its employees shall not offer or cause to be offered gifts, entertainment, payments, loans and/or other services, benefits or considerations

- of more than a nominal value to PG&E's employees, their families, vendors, Subcontractors and other third parties.
- 9.8.4 ACCURATE DOCUMENTATION: All financial statements, reports, billings, and other documents rendered shall properly reflect the facts about all activities and transactions handled for the account of PG&E.
- 9.8.5 NOTIFICATION: The Contractor shall immediately notify PG&E of any and all violations of this clause upon becoming aware of such violation.
- 9.9 WORK ON PG&E OR PG&E CUSTOMER PROPERTY:
- 9.9.1 CRIMINAL BACKGROUND CHECKS: Contractor shall comply with the requirements of Exhibit E, Background Check, attached hereto and incorporated herein.
- 9.9.2 FITNESS FOR DUTY: Contractor shall ensure that its Personnel granted Access report to work fit for duty. Personnel with Access may not consume alcohol while on duty and/or be under the influence of drugs that impair their ability to work safely. PG&E expects each supplier to have policies in place that requires their employees report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under medication that creates drowsiness. As a federal contractor, PG&E does not recognize nor allow work to be completed under the influence of marijuana, whether or not is it used for medical reasons.
- 9.9.3 ELIGIBILITY FOR PG&E WORK: When assigning any Personnel to perform Work requiring Access, Contractor shall submit each person's full name and the last four digits of their social security number to PG&E at the following e-mail address: RecruitingOperations@pge.com. PG&E reserves the right to decline to accept any proposed Personnel, in which case Contractor shall promptly propose a replacement.
- 9.10 NERC REQUIREMENTS: Pursuant to a directive from the North American Electric Reliability Corporation (NERC), all employees and contractors with unescorted access to facilities and functions that PG&E deems critical to the support of the electricity infrastructure ("Critical Facilities") shall undergo employment background screening and training prior to being granted access to these PG&E facilities. PG&E has included in the category of those with "unescorted access" all Contractor and Subcontractor personnel ("Individual") working within PG&E Critical Facilities. The following requirements apply to any Work subject to the NERC requirements:
- 9.10.1 The background screening program for each Individual includes each of the following: (i) Social Security Number verification; (ii) County Criminal Check (up to three counties where the applicant /employee has lived in the past seven years); and (iii) "Global Watch" (check of 19 Federal and International Terrorist Watch lists).
- 9.10.2 The NERC directive also requires that the Contractor or Subcontractor administer to each Individual with access to Critical Facilities an initial and annual PG&E web-based training session. This training program will also be provided in CD and hard copy format.
- 9.10.3 Following conclusion of an acceptable background check and certified completion of the above training courses, the Contractor shall provide PG&E's Corporate Security Department with a completion confirmation for each Individual. PG&E will issue each Individual a keycard to access the designated PG&E facility to which they are assigned. PG&E will deny access to Critical Facilities to any Individual who has not passed clearance.

10.0 GENERAL PROVISIONS

10.1 AMENDMENTS, SUBCONTRACTS AND ASSIGNMENTS

10.1.1 AMENDMENT: No provision of the Contract will be deemed amended or waived by PG&E without prior written approval in the form of a signed Contract Change Order. No oral statement will modify or otherwise affect the terms and conditions set forth herein.

10.1.2 SUBCONTRACTS: Contractor shall not enter into Subcontracts and no Subcontractor shall be permitted to perform Work without the prior written approval of PG&E. PG&E's approval of any Subcontract shall not relieve Contractor of its obligations to PG&E under this Contract. Contractor's obligations under this Contract shall apply to any Subcontract, and Contractor shall be responsible to PG&E for any damages to PG&E arising out of Subcontracts not in accordance with this Contract. Nothing in the Contract or any subcontract shall create any direct contractual relations between a Subcontractor and PG&E.

10.1.3 ASSIGNMENT: PG&E may assign its rights or delegate its duties under this Contract, directly or indirectly, by operation of law or otherwise, without the Contractor's prior approval or written consent, provided PG&E remains obligated to pay for services rendered up to the effective date of such assignment. Contractor may not assign its rights or delegate its duties under this Contract, directly or indirectly, by operation of law or otherwise without PG&E's prior written consent, except that Contractor may assign to Contractor's corporate affiliate in which Contractor holds a majority interest, provided that the Contractor and the affiliate remain obligated under this Contract. A Party shall not unreasonably withhold, condition or delay its consent. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. Any purported assignment of rights or delegation of duties in violation of this section is void.

10.2 COMPLIANCE WITH LAWS: Contractor shall comply with all applicable federal, state and local laws, rules and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the Work called for in this Contract. Contractor shall comply with all environmental and endangered species requirements and shall conduct its operations in a manner that complies with applicable programs and permits. To the extent Contractor's work is subject to PG&E-specific environmental permits or programs, PG&E will provide Contractor with such permit or program requirements. Unless prohibited by law, Contractor shall hold PG&E harmless from any liability, fine or penalty incurred as a result of Contractor's failure to comply with applicable legal and regulatory requirements.

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

10.4 CHOICE OF LAWS: This Contract shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any controversy or claim arising out of or in any way relating to this Contract which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or if jurisdiction over the action cannot be obtained in a California State Court, in a Federal Court of competent jurisdiction situated in the State of California.

10.5 DISPUTE RESOLUTION

10.5.1 EXECUTIVE NEGOTIATIONS: The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiations between a vice president of PG&E or his or her designated representative and an executive of similar authority of Contractor. Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Within 20 days after delivery of such notice, the executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute.

10.5.2 MEDIATION: If the matter has not been resolved within 30 days of the first meeting of the executives, either Party may at any time thereafter request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with experience mediating complex commercial disputes. If the matter has not been resolved with 60 days after the request for mediation, then either Party may initiate litigation.

10.5.3 Except as otherwise expressly provided in this Contract, each Party shall continue to perform its obligations under this Contract pending final resolution of any dispute arising out of or relating to this Contract.

10.5.4 CONFIDENTIALITY OF DISPUTE RESOLUTION PROCESS: All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

10.5.5 PRELIMINARY INJUNCTION: Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

10.6 HAZARDOUS MATERIALS: The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." PG&E uses chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-PG&E-owned facilities and locations. Accordingly, in performing the Work or services contemplated under this Contract, Contractor, its employee, agents, and Subcontractors may be exposed to chemicals on the Governor's list. Contractor is responsible for notifying its employees, agents, and Subcontractors that Work performed hereunder may result in exposures to chemicals on the Governor's list.

10.7 NON-WAIVER: The waiver by either Party of any breach of any term, covenant or condition contained in this Contract, or any default in the performance of any obligations under this Contract, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

10.8 CAPTIONS AND HEADINGS: Section, paragraph, and other headings contained in this Contract are for reference purposes only and are in no way intended to describe, interpret, define, amplify, or limit the scope, extent or intent of this Contract or any provision.

10.9 ENFORCEABILITY: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction or arbitrator/mediator, PG&E and Contractor shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions,

of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.

- 10.10 INTEGRATION: This Contract constitutes the entire agreement and understanding between the Parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between Contractor and PG&E, whether oral or written, and has been induced by no representations, statements or agreements other than those expressed herein. Neither Contractor nor PG&E shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.
- 10.11 SURVIVAL: The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

EXHIBIT 1

PG&E'S SUPPLIER DIVERSITY POLICY

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

1. Contractor shall provide a copy of this Exhibit 1 to each prospective Subcontractor.
2. Women and Minority-owned Business Enterprises (WMBEs) must be verified pursuant to the procedures prescribed in Section 2 of CPUC General Order 156. Disabled Veteran-owned Business Enterprises (DVBEs) must be verified pursuant to the procedures prescribed by the Department of General Services. LGBTBEs must be verified pursuant to the procedures prescribed by The National Gay & Lesbian Chamber of Commerce®.
3. Contractor shall provide a separate, signed prime supplier plan (Exhibit 1A – List of Subcontractors and Disbursement Plan) consisting of a specific list of Subcontractors that will participate in the performance of the Work. Contractor shall also provide a statement setting forth (i) the Contractor's goals for WMDVBE and LGBTBE Subcontracting of all tiers and (ii) a description of the additional good faith efforts the Contractor and Subcontractors will employ to increase the participation of WMDVBE and LGBTBEs in the performance of the Work.
4. No later than the 10th of each month, Contractor shall submit its Subcontracting spend with WMDVBE- and LGBTBE-owned suppliers using PG&E's electronic reporting system located at the following address: <https://cvmas10.cvmsolutions.com/pge/default.asp>
 - a. To establish a User ID, Contractor shall submit a request via email to the following e-mail address: PVB1@pge.com.
5. In addition, for Contracts exceeding \$500,000 (or \$1 million for construction contracts), the Contractor must comply with the Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, as described in Exhibit 2. The Prime Supplier Plan for these Contracts must include provisions for implementing the terms of this Exhibit 1.
 - a. Small Business and Small Disadvantaged Business Prime Supplier Plans are not required for small business contractors, personal service contracts, contracts that will be performed entirely outside of the United States and its territories, or modifications to existing contracts which do not contain Subcontracting potential.
 - b. For all PG&E contracts, the Contractor shall act in accordance with the Prime Supplier Plan in the performance of the Work and in the award of all Subcontracts.
6. The **Supplier Diversity Subcontracting Goal** for this Contract (including any Contract Work Authorizations) is %. Contractor shall report its supplier diversity goal as Contractor's spend with verified WMDVBE and LGBTBE Subcontractors on PG&E Work under this Contract.

STEP-BY-STEP INSTRUCTIONS

Complete column numbers 1-10 and return this form with your bid proposal. .

- (1) Include the complete name of the subcontractor.
- (2) Indicate the Subcontractor's minority code (see definitions and codes below).
- (3) Place a "✓" in the box if the Subcontractor is a **verified** WMBE, DVBE, or LGBT supplier by the applicable certification agency (see above).
- (4) Place a "NV" in the box if the Subcontractor is **not verified by the applicable certification agency (see above)**.
- (5) Include the address, city, state and zip of the Subcontractor.
- (6) Describe the work that the Subcontractor will be performing.
- (7) Indicated the estimated amount to be paid to each Subcontractor for the duration of the contract.
- (8) Indicate the estimated total amount to be paid to all **verified** Subcontractors for the duration of the contract.
- (9) Indicate the proposed bid value.
- (10) Indicate the percentage of the bid value to be paid to all verified Subcontractors. Divide the estimated dollars to be paid to all **verified** WMBE and LGBT Subcontractors by the total bid value.

DEFINITIONS AND CODES

WBE Women Business Enterprise: A business enterprise that is at least 51 percent owned by a woman or women, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more of those individuals

MBE Minority Business Enterprise: A business enterprise that is at least 51 percent owned by a minority group or groups, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minority-group individuals, and whose management and daily business operations are controlled by one or more of those individuals.

DVBE The same meaning as defined in subdivision (g) of the Military and Veterans Code and must meet the "Control" criteria. An enterprise which is 51 percent owned by a California Service Disabled, or the stock is 51 percent owned, by one or more disabled veterans, and whose management and daily operations are controlled by one or more of those individuals

LGBT A business enterprise that is at least 51 percent owned by a Lesbian, Gay, Bisexual, Transgender Enterprise (LGBT), or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more LGBTBE and whose management and daily business operations are controlled by one or more of those individuals.

Minority Codes:

001 African American Male	002 African American Female	003 Asian Pacific American Male	004 Asian Pacific Female
005 Native American Male	006 Native American Female	007 Hispanic American Male	008 Hispanic American Female
009 Caucasian Male	010 Caucasian Female	011 Multi-Status/Other Male	012 Multi-Status/Other Female
013 Small Business Enterprise	014 Service Disabled Business Enterprise	015 Do Not Use	016 Handicapped
017 Gay, Lesbian, Bisexual Transgender – Male		018 Gay, Lesbian, Bisexual Transgender - Female	

African Americans Persons having origin in any black racial group of Africa

Asian Pacific Americans Persons having origins in Asia or the Indian Subcontinent, including, but not limited to, persons from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, India, Pakistan, and Bangladesh.

Native American Persons having origin in any of the original peoples of North America or the Hawaiian Islands, in particular, American Indians, Eskimos, Aleuts, and Native Hawaiians

Hispanic Americans Persons of Mexican, Puerto Rican, Cuban, South or Central American, Caribbean, or other Spanish culture or origin

Caucasian Includes all people of European and North African descent

Multi-Status An enterprise that is wholly owned and controlled by a combination of minorities or women but whose majority ownership (at least 51%) is not vested with any one of these individuals.

Other Groups Groups whose members are found to be socially and economically disadvantaged by the Small Business Administration pursuant to Section 8 (d) of the Small Business Act as amended (15 U.S.C. 637 (d)), or by the Secretary of Commerce pursuant to Section 5 of Executive Order 11625.

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

EXHIBIT 2

POLICY REGARDING UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

The following policy of the United States shall be adhered to in the performance of this Contract:

- a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal Agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.
- b) Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of Contractor's compliance with this clause.
- c) As used in this Contract, the term "small business concern" shall mean a small business as defined in Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirement of 13 CFR Part 124. Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act. Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.
- d) Contractor acting in good faith may rely on written representations by its subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.¹

¹ Notwithstanding this provision of the federal statute, all WMDVBE subcontractors must be verified pursuant to the procedures prescribed in Section 2 of CPUC General Order 156, as such procedures may be amended periodically.

EXHIBIT 3

INJURY AND ILLNESS PREVENTION PROGRAM Compliance Certificate

The undersigned is an authorized representative of _____
(Contractor) and hereby certifies to PG&E as follows:

1. Contractor has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code, and any Subcontractor hired by Contractor to perform any portion of the Work under this Contract has an effective Injury and Illness Prevention Program; and
2. The undersigned is the person with the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

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

By: _____

Name: _____

Title: _____

Date Signed: _____

EXHIBIT 4

PG&E DRUG AND ALCOHOL ABUSE AND TESTING POLICIES

I. PG&E POLICY

- 1.0 Preface: PG&E is committed to maintain and promote job safety and health for all workers at its facilities. In addition, PG&E is determined to protect its employees, customers, and the general public while they are on PG&E property from any harm caused by illegal drug and alcohol use by non-PG&E personnel. To accomplish these objectives, PG&E has established the following drug and alcohol policy for access to PG&E facilities by its Contractor and Subcontractor personnel.
- 2.0 Coverage: This policy applies to the personnel of all PG&E Contractors and Subcontractors performing any work or services at PG&E offices and/or any other PG&E facilities.
- 3.0 Policy: PG&E may deny access to, or remove from, its facilities the personnel of any Contractor or Subcontractor, who PG&E has reasonable grounds to believe has:
- 3.1 Engaged in alcohol abuse or illegal drug activity which in any way impairs PG&E's ability to maintain safe work facilities, to protect the health and well-being of PG&E employees, customers, and the general public, and to promote the public's confidence in PG&E's service and operations; or
- 3.2 Been found guilty, pled guilty, or pled nolo contendere to a charge of sale or distribution of any illegal drug or controlled substance as defined under Federal or California law within the past five years, unless the criminal record was later expunged or sealed by a court order.
- 4.0 PROHIBITED ACTIVITIES: The following activities are prohibited at all facilities owned or leased by PG&E:
- 4.1 Possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances as defined under Federal or California law;
- 4.2 Possessing, furnishing, selling, offering, or using alcoholic beverage, or being under the influence of alcohol.
- 5.0 ACTIONS: Where reasonable cause exists that paragraph 4 of this policy has been violated, the Contractor or Subcontractor must inform the PG&E representative responsible for the Contract. The Contractor or Subcontractor is also expected to take any or all of the following actions to the fullest extent they are permitted under governing collective bargaining agreements and/or its applicable security and human resources policies.
- 5.1 Search the individual, his or her vehicle, locker, storage area, and personal effects;
- 5.2 Require the individual to undergo a medical examination to determine their fitness for duty. Such examination shall include obtaining a urine and/or blood specimen for drug or alcohol analysis unless the examining physician deems such tests to be inappropriate;
- 5.3 Take any other appropriate action to determine if there has been a violation of paragraph 4. Refusal to comply with a request made under this paragraph shall be grounds for denying access to, or immediate removal from, any PG&E facility.
- 6.0 PERMISSION TO RE-ENTER: Any individual who has been denied access to, or removed from, PG&E facilities or violating this policy may obtain permission to enter or reenter provided the individual establishes, to the satisfaction of his or her employer and PG&E, that the previous activity which formed the basis for denying access or removal has been corrected and his or her future conduct will conform with this policy. PG&E retains the right of final approval for the entry or reentry of any individual previously denied access to or removed from PG&E facilities.

II. U.S. DEPARTMENT OF TRANSPORTATION REGULATIONS FOR DRUG AND ALCOHOL TESTING OF COMMERCIAL MOTOR VEHICLE DRIVERS AND OF NATURAL GAS PIPELINE WORKERS

- 1.0 Contractor agrees that, to the extent it may be applicable to this Contract, Contractor shall comply with the U.S. Department of Transportation's (DOT) regulations for (i) commercial motor vehicle drivers, 49 CFR 382, Controlled Substances and Alcohol Use and Testing and (ii) work on gas, hazardous liquid and carbon dioxide pipelines, and liquefied natural gas pipelines, 49 CFR Parts 192, 193 or 195, Control of Drug Use in Natural Gas, Liquefied Natural Gas and Hazardous Pipeline Operations. Contractor shall establish and maintain a drug and alcohol testing program for its employees consistent with 49 CFR Part 40, Procedures for Transportation Workplace Drug Testing Programs and 49 CFR 199, Drug and Alcohol Testing, as applicable. Contractor shall ensure that any Subcontractor hired by Contractor to perform any portion of the Work under this Contract that is regulated by 49 CFR 192, 193, 195 or 382 shall also have a drug and alcohol testing program that complies with applicable DOT requirements.
- 2.0 PG&E's duly authorized representatives, the CPUC, DOT and appropriate agencies shall have, during the term of the Contract and for two years thereafter, access at all reasonable times to Contractor's drug and alcohol testing program records for the purpose of monitoring compliance with DOT regulations. Contractor shall ensure that any Subcontractor hired by Contractor to perform any portion of the Work regulated by 49 CFR Part 192, 193, 195 or 382 under this Contract shall also provide access to its drug and alcohol testing program records to PG&E's authorized representatives, the CPUC, DOT and appropriate agencies for the purpose of monitoring compliance with DOT regulations. Failure to comply with this requirement may, at PG&E's option, result in cancellation or termination of existing contracts and the loss of opportunity to bid on future contracts.

EXHIBIT 5

PG&E Contractor Document Retention and Production Requirements

1. Contractor agrees to retain all documents and data, whether paper or electronic, created, collected or received for PG&E in the course of performing the Work or furnishing the materials under the Contract, including without limitation, documents, data, plans, drawings, diagrams, investigative notes, field notes, tests, photographs, records, calculations, summaries, and reports; provided that Contractor is not required to retain (i) draft versions of final written documents such as reports, presentations, or other written deliverables and (ii) documents that are inconsequential or ancillary to performance and documentation of the project or its deliverables as follows:
 - a. the documents and data specified in Exhibit 5A to this Contract and/or in individual work authorizations (CWA) under this Contract; or
 - b. all documents and data, whether paper or electronic, created, collected or received for PG&E in the course of performing the Work or furnishing the materials under the Contract.

If neither Section 1(a) or Section 1(b) is checked, Section 1(b) shall apply. If Section 1(a) is checked, but documents and data are not specified in Exhibit 5A, or in a subsequently issued CWA, Section 1(b) shall apply. Collectively, the information shall hereinafter be referred to as "PG&E Contractor Documents."

2. Contractor shall store PG&E Contractor Documents in a secure and organized manner. All PG&E Contractor Documents shall be in legible form, whether paper or electronic. In managing and administering PG&E Contractor Documents, Contractor will comply with the requirements of "The Generally Accepted Recordkeeping Principles[®]" (see www.arma.org), or with modified requirements approved in writing by PG&E.
3. Upon completion of the Work or furnishing of the materials under the Contract, or upon completion of the Work or furnishing of the materials under each CWA under the Contract ("Work Completion Date"), PG&E will specify which of PG&E Contractor Documents must be transmitted by Contractor to PG&E ("PG&E Records"), provided however, unless otherwise agreed by PG&E:
 - a. Contractor shall transmit to PG&E, or provide PG&E access to, PG&E Records on request within forty eight (48) hours or sooner if needed (without limitation) for regulatory, CPUC, safety, audit and/or litigation requirements;
 - b. PG&E may specify that PG&E Records be delivered to PG&E on a regular basis prior to the Work Completion Date;
 - c. With respect to PG&E Contractor Documents not transmitted to PG&E as PG&E Records, Contractor shall retain all such documents for twenty four (24) months after the Work Completion Date ("Post-Termination Retention Period"). During the Post-Termination Retention Period, PG&E Contractor Documents shall be retained by Contractor at no additional cost to PG&E until disposed of in accordance with Section 6 below. To the extent PG&E requests Contractor to retain PG&E Contractor Documents after the Post-Termination Retention Period, the parties will mutually agree on the terms and conditions of such additional retention;
 - d. If PG&E Records are kept in electronic form, the following formats are acceptable for transmission to PG&E: (i) PDF, CAD or TIFF for drawings and diagrams and (ii) PDF for all other documents. If PG&E Records transmitted to PG&E consist of data in a proprietary format, Contractor shall make available to PG&E the proprietary tools or software necessary to access the data including after the transfer of the data to PG&E. This Section 3.d. shall not abrogate Contractor's obligation to produce PG&E Records in an alternative format (e.g., a native format) if set forth elsewhere in the Contract, in which case Contractor shall produce PG&E Records in each of the formats requested.
4. PG&E Contractor Documents shall be treated as confidential and shall not be disclosed to others unless Contractor is required to produce such documents pursuant to legal or regulatory requirements, in which case Contractor shall give PG&E maximum practicable advance notice prior to any production.
5. Contractor shall maintain a system for back-up of electronic PG&E Contractor Documents (e.g., files or databases) so they will be preserved for retrieval in the event that the originals are lost or destroyed.

6. If PG&E directs Contractor to dispose of PG&E Contractor Documents, Contractor shall do so in a confidential and secure manner, whether the format is electronic or paper. Proof of destruction of PG&E Contractor Documents shall be submitted to PG&E upon request.
7. If PG&E provides paper documents to Contractor in order to convert them to digital electronic format, Contractor shall return both the paper documents and the documents converted to digital electronic format to PG&E.
8. Contractor is responsible for ensuring that its Subcontractors regardless of tier comply with the obligations of Contractor where set forth in this Exhibit 5.
9. The terms and conditions of this Exhibit 5, including Exhibit 5A if attached, shall survive the termination of this Contract.

Exhibit 5A

Document and Data List

If Section 1(a) of Exhibit 5 is checked, Contractor agrees that in connection with this Contract or CWA, as applicable, the following PG&E Contractor Documents will be created, received and/or maintained by Contractor:

**[Insert list of all specific PG&E Contractor Documents
required under this Contract (CWA)]**

Exhibit A

Escalated Complaints / Safety Incidents

The safety and well-being of employees (contractor/ PG&E), Customers and the general public are of paramount concern in the Program. Prompt and complete communication between PG&E's Contractor, and/ or its subcontractors is a fundamental part of addressing this concern. This policy and requirements applies to Contractor and is applicable to any and all subcontractor(s) delivering such Program on its behalf.

Contractor/ Subcontractor's Actions & Responsibilities

The Contractor must adhere to all Contract Terms and Conditions related to Safety as identified in Section 2.6, Importance of Safety, and Exhibit 4, PG&E Drug and Alcohol Abuse and Testing Policies of these General Conditions, as well as adhere to the Safety and Performance Standard as defined in the PG&E *Safety & Performance Fundamentals Handbook* and subsequent updated. Contractor will be responsible to immediately notify PGE's program management verbally and in writing of any incident or alleged incident relating to any work or incident of any type that is violates these standards.

Contractor must comply with notification, reporting and corrective actions and timelines as outlined in Notification and Actions Process for any incident or alleged incident where the incident constitutes or may constitute:

- A complaint (verbal or otherwise) by a Customer, employee or member of the general public regarding the misconduct or an inappropriate act by any Contractor employee;
- A violation of [PG&E's Contractor, Consultant and Supplier Code of Conduct](http://www.pge.com/b2b/purchasing/), as available and periodically updated on PGE's website (<http://www.pge.com/b2b/purchasing/>) and any amendments thereto;
- Improper conduct by a Contractor's employee including conduct which reflects or may reflect poorly on the reputation of Contractor and PG&E.
- A serious accident, including but not limited to an accident involving emergency services such as police and fire personnel;
- Actual, suspected or alleged criminal activity;
- A situation which places the safety of any employee, Customer or the general public at risk (with or without injuries); or
- A situation which has the potential to expose the Contractor or PG&E to liability due to the negligence or other legally actionable conduct of a Contractor's employee.

The above list is provided only as a guide and if there is any doubt as to the applicability of this section, Contractor shall include such incident to comply with this policy/procedure.

A contractor's violation of this provision may subject the contractor to penalties or other actions including, but not limited to the loss current contracted work or termination of the contract at PG&E's sole discretion.

For clarity, this Exhibit is in addition to other provisions of the Contract and Program policies (as may be amended from time to time) relating to the conduct of contractor employees.

Contractor Actions & Responsibilities, as applicable:

Upon receipt of any safety violation covered above from any source, Contractor will:

1. Immediately review the issue and
2. Notify PG&E verbally of the violation
3. Determine if the safety violation is a continuing or potential threat to any PG&E Customer, employee or anyone in the general public. Examples:
 - a. If there is a threat, Contractor will immediately stop any work related to the actions involved or related to the safety violation.

- b. If no such threat exists Contractor will quickly review the record, and begin preparing a root cause analysis.
 - c. If immediate corrective actions are apparent these methods will be implemented.
 - d. Contractor will then notify PG&E in writing of the details of the complaint
4. Conduct an investigation in all cases.
- a. In all cases, Contractor will try to discover the root cause of the incident.
 - b. Review its safety database for previous related issue or violations
 - c. Review and suggest corrective actions to be implemented with the PG&E Program Manager, who may engage PG&E's Safety department for assistance.
 - d. Determine how long the employee has worked in the program and any other pertinent information.
5. Present a written report to PG&E
- a. Describe the incident
 - b. Describe the results of Contractor' investigation
 - c. Present recommendations to PG&E for consideration
6. Carry out whatever action is required as a result of these considerations.

Exhibit B
Confidentiality and Data Security

1. In addition to the requirements set out in Section 5.3, Confidentiality, of these General Conditions, Contractor shall comply with the following additional terms of this Exhibit B (Confidentiality and Data Security) regarding the handling of Confidential Information and PG&E Data from PG&E or its Customers.
2. NON-DISCLOSURE AGREEMENTS: Contractor shall have all of its employees, Subcontractors, and Subcontractor employees who will perform Work or services under this Contract sign a non-disclosure agreement in the form attached hereto as Exhibit 7 (Non-disclosure and Use of Information Agreement ["NDA"]). Prior to starting said Work or services, Contractor shall promptly furnish the original signed non-disclosure agreements to PG&E.
3. SECURITY MEASURES: Contractor shall take "Security Measures" with the handling of Confidential Information to ensure that the Confidential Information will not be compromised and shall be kept secure. Security Measures shall mean industry standards and techniques, physical and logical, including but not limited to:
 - a. written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing,
 - b. password protected workstations at Contractor's premises, any premises where Work or services are being performed and any premises of any person who has access to such Confidential Information,
 - c. encryption of Confidential Information, and
 - d. measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Confidential Information including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with the industry requirements of ISO 27001.
4. COMPLIANCE AND MONITORING: Contractor shall comply with security policies relating to the handling of Confidential Information.
 - a. Prior to PG&E's first transfer of Confidential Information to Contractor, Contractor shall provide PG&E with documentation satisfactory to PG&E that it has undertaken Security Measures.
 - b. Contractor and PG&E agree to meet periodically, if requested by PG&E, to evaluate Contractor's Security Measures and to discuss, in good faith, means by which the Parties can enhance such protection, if necessary.
 - c. Contractor shall update its Security Measures, including procedures, practices, policies and controls so as to keep current with industry standards, including but not limited to NIST and NERC/CIP, as applicable.
 - d. PG&E reserves the right to perform onsite security assessments to verify the implementation and ongoing operation and maintenance of security controls. At least annually, Contractor shall assist PG&E in obtaining a copy of any report that documents Contractor's Security Measures.
 - e. In the event, PG&E determines Contractor has not complied with Security Measures, PG&E shall provide written notice to Contractor describing the deficiencies. Contractor shall then have sixty (60) calendar days to cure. If Contractor has not cured the deficiencies within sixty (60) calendar days, PG&E may cancel this Contract for cause in accordance with Section 8.2 of these General Conditions.

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

Data. Contractor agrees to provide, at Contractor's sole cost and expense, appropriate data security monitoring services for all potentially affected persons for one (1) year following the breach or potential breach, subject to PG&E's prior approval.

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

Exhibit C
Non-disclosure and Use of Information Agreement (“NDA”)

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

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

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

UNDERSIGNED

CONTRACTOR

By: _____

Company Name: _____

Name: _____

Authorized Agent: _____

Title: _____

Name: _____

Company _____

Title: _____

Date: _____

Date: _____

Exhibit D Customer Satisfaction

Contractors and/ or its Subcontractors (hereinafter “Contractor”) Actions & Responsibilities:

Contractor shall perform their obligations under the Contract in order to ensure that all PG&E Customers have a positive experience, including but not limited to those who participate in the Program.

1. Contractor shall locate, recruit, train and oversee the personnel and resources required and provide them with materials, training, processes and procedures to assure consistent, high quality and well documented implementation of the Program.
2. Contractor agrees to maintain sufficient staffing levels to cause all Work to be performed within the time frames specified in the Contract and applicable Statement of Work. Contractor shall assign experienced personnel qualified at the appropriate level of expertise required to perform the Work so assigned. Contractor guarantees the performance of Performing Entities (Suppliers, Sub-Suppliers, Contractors, Subcontractor, Consultants, etc.) performing any part of Contractor's obligations hereunder, and any breach of this Contract by Contractor's personnel constitutes a breach by Contractor. All personnel shall be subject to the direction, supervision, and control of Contractor. Contractor agrees that Contractor is solely responsible for any acts or omissions of Performing Entities while performing Work.
3. Contractor shall respect the rights of the general public, and PG&E Customers, at all times. Contractor shall at all times be courteous to all PG&E Customers affected by the Work performed under this Contract as well as all members of the general public. The Contractor shall ensure that the its conduct of the employees is of a professional manner, and shall not allow its employees to smoke, play radios, use profanity, use abusive language, or display gestures which could be interpreted by the PG&E Customer or the general public as offensive or obscene.
4. Conflicts between the general public and PG&E Customers and the Contractor will not be tolerated. If, in the opinion of the PG&E Program Manager, the Contractor or its employees is unsatisfactory or unfit, Contractor's Representative shall remove immediately said employee from performing any Work under this Contract. It is understood that this provision in no way requires the Contractor to terminate the employment of any employee replaced under the terms of this section. Nor, by the terms of this section, does PG&E expressly or impliedly endorse or approve the termination of employment with the Contractor of any employee replaced under the terms of this section.
5. Due to the ongoing relationship between PG&E and its Customer, Contractor shall perform all Work in a timely, conscientious and businesslike fashion with a minimum of delays and disputes. Contractor shall resolve any disputes with Customers in accordance with the provisions of Section 6.0 of the Specific Conditions. TIME IS OF THE ESSENCE UNDER THIS CONTRACT.
6. Cleaning Up: With respect to its operation, Contractor shall maintain all worksites and related structures, equipment, and facilities in a clean, orderly condition during progress of the Work and clean up debris to the reasonable satisfaction of PGE& and Customer. Any unused or leftover materials, garbage and debris shall be promptly removed from Customer's site by Contractor and disposed of at Contractor's expense.
7. Contractor shall abide by all local, state, and federal laws and regulations, including but not limited to Permit and EVA.
8. Contractor shall ensure that an adult (18 years or older), must be present at all times during which the Contractor is on the Customer's premises or in a Customer's Home where a minor is present. The absence of an adult at a Customer's Home shall constitute a Customer "CGI (Cannot Get In)". In such a case, Contractor shall not begin Work. Instead, Contractor shall leave Customer's Home immediately. If an adult is initially present at a Customer's premises but leaves after Contractor has begun Work, Contractor shall cease Work immediately and vacate the premises.

Exhibit E
Background Check

Contractor's Actions and Responsibilities:

1. Contractor shall represent and warrant all employees that may perform any work on the property of a PG&E customer, has undergone the Contractor's background investigation check and is listed in the BACKGROUND INVESTIGATION POLICY Compliance Certificate. Contractor shall submit a BACKGROUND INVESTIGATION POLICY Compliance Certificate for each employee who performs any work on the property of a PG&E customer.
 - a. Contractor represents and warrants that it has a security background check policy which includes, at a minimum, a search using federal, state and municipal databases (e.g., Global Watch Search, National Federal Crime Search, National Crime Database, etc.) to determine if an individual has been convicted of a felony or misdemeanor for any of the following crimes: arson, assault, battery, burglary, driving under the influence, domestic violence, larceny, manslaughter, murder, theft (including but not limited to identity theft), sexual crimes, felony drug conviction, and any crimes against children (the "Background Check").
 - b. Contractor represents and warrants that each Contractor employee that will perform any work on the property of a PG&E customer has successfully passed the Background Check and has not been convicted of any of the felonies or misdemeanors listed in the Background Check within the past seven (7) years OR has been working for the preceding twelve (12) consecutive months in a PG&E Energy Efficiency Program without incident.
 - c. Contractor shall ensure that said Contractor employees shall be in compliance with the Background Check throughout the Contractor's participation during the Term of the PG&E Program and shall submit a BACKGROUND INVESTIGATION POLICY Compliance Certificate, located in the Contractor Handbook/Manual, at the start of each calendar year.
 - d. Notwithstanding anything to the contrary herein, if an individual has been convicted for driving under the influence or a similar offense ("DUI Conviction") during the past three (3) years, the individual may be eligible to perform work on the property of a PG&E customer provided the individual has no more than one (1) DUI Conviction within the last three (3) years.
 - e. Contractor further represents and warrants that it will not assign or permit any individual to perform work on the property of a PG&E customer that has not undergone and passed Contractor's security background check.
 - f. If requested by PG&E or the implementer of the Program, any personnel to be assigned by Contractor to perform work on customer property will, prior to commencing such work, execute the necessary consents and releases to allow a third party agency acting on its own behalf to, without liability to Contractor's personnel, collect and check the criminal background and qualifications of such personnel as permitted by applicable law.
 - g. Warrant that Contractor's leadership (Owner, CEO, President, etc.) have no prior conviction of crimes identified in Section 1.a above as well as any lawsuits or liens filed against the Contractor or its leadership within the previous seven years.
2. If Contractor uses any subcontractors to perform services under the Program, then the Contractor shall require subcontractors to enter into a subcontract by which they agree to comply with all obligations and requirements imposed on Contractor under this Contract, including but not limited to those with respect to safety, confidentiality, insurance, and indemnification. Contractor agrees that Contractor is solely responsible for any acts or omissions of its subcontractors and any breach of this Contract by Contractor's subcontractors constitutes breach by Contractor. Contractor agrees to notify PG&E of subcontractors that will be performing services under the Program.
 - a. Drug and Alcohol Policy. Contractor employee and its subcontractors that perform any work on the property of a PG&E customer is and shall be drug and alcohol-free while performing any work on PG&E customer property.
 - b. Social Security Number Trace. Contractor has verified the identity and work authority of its employees who will perform work under the PG&E Program and all employees are in compliance with the U.S. immigration laws.
 - c. Contractor will provide the following information on their Technicians who will be participating in the program: Name, years of experience, and credentials held.

COMPLIANCE CERTIFICATE

Background Investigation Policy

Compliance Certificate

The undersigned, the _____ (title/position) of _____ (Contractor) hereby certifies to PG&E and Implementer as follows:

1. Contractor has an effective background investigation policy which checks an employee's criminal history as specified in the Contractor Participation Contract.
2. I am the person with the authority and responsibility for implementing and administering the background investigation check on each employee.
3. Each Contractor employee that may perform any work on the property of a PG&E customer has undergone Contractor's background investigation check.
4. The results of the background investigation check indicates that the following employees have not been convicted of any misdemeanors or felonies in the past 7 years as defined in Section 1.a of Exhibit E, Background Check:

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

_____.

Signature

Printed Name

Date
