

TABLE OF CONTENTS

GENERAL CONDITIONS

	<u>PAGE</u>
1.0 DEFINITIONS.....	GC-1
2.0 PERFORMANCE OF THE WORK.....	GC-1
3.0 BILLING AND PAYMENT	GC-3
4.0 INTELLECTUAL PROPERTY	GC-6
5.0 CONFIDENTIALITY AND USE OF PG&E PROPERTY	GC-7
6.0 INDEMNIFICATION, WITHHOLDING AND LIMITATION OF LIABILITY	GC-10
7.0 INSURANCE REQUIREMENTS	GC-11
8.0 FORCE MAJEURE, CANCELLATION AND TERMINATION OF CONTRACT	GC-12
9.0 REQUIREMENTS AND POLICIES	GC-14
10.0 GENERAL PROVISIONS.....	GC-17

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

EXHIBIT 1	PG&E Supplier Diversity Policy
EXHIBIT 1A	List of Subcontractors/Subsuppliers 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
Appendix A:	Non-Disclosure Certificate

1.0 DEFINITIONS

- 1.1 "Change Order": A revision or modification to the Contract reflected on a PG&E Field Order form or a PG&E Change Order form.
- 1.2 "Consultant" or "Contractor": The entity or entities entering into this Contract with PG&E to perform the Work.
- 1.3 "Contract": This executed master service agreement between PG&E and Consultant, 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.
- 1.4 "CWA": Contract Work Authorization. If specified in the Specific Conditions of this Contract, Work may be assigned to Consultant through CWAs which are signed by both PG&E and the Consultant. The terms and conditions of this Contract shall apply independently to each CWA executed by both Parties.
- 1.5 "Day": Unless otherwise specified, reference to a "day" means a calendar day.
- 1.6 "Party" or "Parties": In the singular, PG&E or Consultant, and in the plural, both PG&E and Consultant.
- 1.7 "PG&E": Pacific Gas and Electric Company, a California corporation.
- 1.8 "Subcontract": An agreement between Consultant and Subcontractor or between Subcontractors at any level for a portion of the Work under this Contract.
- 1.9 "Subcontractor": Party or parties entering into a Subcontract with Consultant or another Subcontractor to perform a portion of the Work covered by the Contract.
- 1.10 "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 Consultant under this Contract.

2.0 PERFORMANCE OF THE WORK

- 2.1 INDEPENDENT CONTRACTOR: In assuming and performing the obligations of this Contract, Consultant is an independent contractor and shall not be eligible for any benefits which PG&E may provide its employees, except as expressly provided for in this Contract. All persons, if any, hired by Consultant shall be employees or Subcontractors of Consultant 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 CONSULTANT 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 CONSULTANT AND THE UNRESTRICTED RIGHT TO PERFORM THE WORK WITH PG&E'S OWN EMPLOYEES.
- 2.3 PRIOR WORK: Services performed by Consultant 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, CONSULTANT SHALL SUBMIT IN WRITING

TO PG&E A DETAILED ESTIMATE OF THE COST FOR SUCH WORK.

Consultant shall provide PG&E with a detailed breakdown and estimated cost of such anticipated contract work, including extensions and Change Orders, as follows. For each identifiable task, key milestone and deliverable, Consultant shall state: (a) description of work to be performed; (b) estimated cost; and (c) expected completion date.

2.4.2 APPROVAL NEEDED FOR ADDITIONAL WORK: Consultant shall not proceed with any such additional work prior to receiving written authorization or a Change Order issued to Consultant by PG&E. CONSULTANT AGREES THAT ALL COSTS FOR ANY SUCH MODIFICATION OR CHANGE THAT IS PERFORMED BY CONSULTANT WITHOUT PG&E'S PRIOR WRITTEN APPROVAL SHALL BE AT CONSULTANT'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 CONSULTANT: Consultant acknowledges that the removal, replacement, or reassignment of the individuals who are initially assigned by Consultant to perform services under this Contract may result in serious harm and costs to PG&E. Consultant will make reasonable efforts to maintain continuity in its staffing and will provide PG&E with ample notification if any such changes are made. Consultant 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 spent in familiarizing replacement personnel with the Work.

2.5.2 BY PG&E: Consultant shall employ personnel qualified to perform the Work. If PG&E finds Consultant's employee to be unsatisfactory, Consultant 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 Consultant to terminate the employment of any employee replaced under this section, nor does PG&E endorse or approve, either expressly or impliedly, Consultant's termination of any such employee.

2.6 SAFETY PRECAUTIONS AND PROTECTION OF PROPERTY: Consultant shall plan and conduct its Work to safeguard persons and property from injury. Consultant shall direct performance of Work in compliance with reasonable safety and work practices and applicable federal, state and local laws, rules and regulations, including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health. PG&E may designate safety precautions in addition to those in use or proposed by Consultant. PG&E reserves the right to inspect the Work and to halt Work to ensure compliance with reasonable and safe work practices and with applicable federal, state, and local laws, rules and regulations. Neither the requirement that Consultant follow said practices and applicable laws, rules and regulations, and any special instructions given by PG&E nor the adherence thereto by Consultant shall relieve Consultant of the sole responsibility to maintain safe and efficient working conditions.

2.7 LAWFUL DISPOSAL OF SAMPLED AND OTHER WASTE: If the scope of Work under this Contract requires Consultant to perform hazardous waste site investigations, the following provisions 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 Consultant's proposed rates.

- 2.7.2 Consultant shall lawfully dispose of all test samples after completion of the required tests, along with any residue or byproducts of the testing process. Consultant shall comply with all of the existing federal, state and local laws, rules, regulations, and/or ordinances applicable to the services to be performed, including but not limited to, to the extent applicable, the Code of Federal Regulations, Title 40, Part 260 et seq. and the California Health and Safety Code, Section 25, 100 et seq., and the Title 22, California Code of Regulations, Section 66,000 et seq.
- 2.8 WARRANTY: Consultant warrants to PG&E that the Work under this Contract shall be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Work is performed so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Contract and related specifications. Consultant shall use appropriate numbers of personnel with suitable training, education, experience and skill to perform the Work in accordance with the Contract requirements.
- 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: Consultant shall submit a monthly invoice to PG&E for compensation earned in the preceding calendar month. Consultant 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 Consultant shall include the Contract number and, if applicable, the Contract Work Authorization number, on the invoice.
- 3.1.2 INVOICE DEFICIENCIES: Should PG&E determine that Consultant's invoice does not meet the invoicing requirements of this Contract, PG&E will notify Consultant of the deficiencies or return the invoice to Consultant with noted deficiencies. Consultant shall provide to PG&E such documents or information correcting such deficiencies, or for invoices returned to Consultant, Consultant shall resubmit a corrected invoice.
- 3.1.3 PG&E PAYMENT: PG&E will pay Consultant 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 Consultant by 2% of the invoice total amount for payment(s) made to Consultant within 15 days; or payable to Consultant 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 by PG&E within 60 days after completion of the Work. PG&E will not be liable for payment of any late invoices that are received by PG&E beyond the 60 day period.
- 3.1.5 BILLING RATES AND CONFLICTS: Consultant'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 Consultant'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: Consultant 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 Consultant shall include the Contract number and, if applicable, the Contract Work Authorization number, on the invoice.
- 3.2.2 MONTHLY INVOICE: Consultant 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:
- 3.2.2.1 STATUS: Task description, estimated cost to complete, total cost incurred to date, percentage of Work completed and date completed.
- 3.2.2.2 LABOR: Employee name, employee labor classification, employee salary rate, number of hours spent, and billing rate.
- 3.2.2.3 REIMBURSABLE EXPENSES: Unit cost and quantity of each item of expense.
- 3.2.3 BILLING RATES AND CONFLICTS: Consultant'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 Consultant'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.
- 3.2.3.1 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 Consultant's employee is actually compensated. If applicable, Consultant's overhead cost shall not be applied to the premium portion of the overtime cost.
- 3.2.3.2 Individuals other than employees of Consultant (nonemployees) retained by Consultant, such as Subcontractors, outside consultants, or agency personnel, shall not be billed as Consultant's employees and shall be shown separately on the invoice. Such nonemployees working in Consultant's established office under Consultant's direct supervision shall be billed to PG&E at the cost charged to Consultant multiplied by 1.05. All other nonemployees shall be billed at Consultant'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 Consultant. PG&E will not reimburse Consultant for any expenses not so approved.
- 3.2.4.1 Overhead costs are Consultant'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 Consultant's expense.
- 3.2.6 MILEAGE AND USE OF PERSONAL CAR: If Consultant uses its personal car in the performance of Work under the Contract 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, Consultant shall retain them for the term of the audit period.
 - 3.2.7.1 Each invoice shall be assembled such that attached supporting documentation shall be 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: Should PG&E determine that Consultant's invoice does not meet the invoicing requirements of this Contract, PG&E will notify Consultant of the deficiencies or return the invoice to Consultant with noted deficiencies. Consultant shall provide to PG&E such documents or information correcting such deficiencies, or for invoices returned to Consultant, Consultant shall resubmit a corrected invoice.
- 3.2.9 FINAL INVOICE: The final invoice shall be marked "FINAL" and must be received by PG&E within 60 days after completion of the Work. PG&E will not be liable for payment of any late invoices that are received by PG&E beyond the 60 day period.
- 3.2.10 UNIT PRICE BASIS: When invoices include Work performed on a unit price basis, Consultant shall attach to the invoice a list stating the unit price item numbers, unit prices, quantities, dollar amounts and other information as required to identify the Work.
- 3.2.11 PG&E PAYMENT: Payment by PG&E to Consultant 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 Consultant's itemized invoice, PG&E reserves the right to discount payment(s) to Consultant by 2% of the invoice total amount for payment(s) made to Consultant within 15 days; or payable to Consultant 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 GENERAL INVOICE REQUIREMENTS: Invoices submitted by Consultant to PG&E 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. All invoices submitted to and accepted by PG&E's Accounts Payable department by 6:00 PM on a business day are considered received that same day.

- 3.3.1 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.
- 3.3.2 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 the invoice has been 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 produced in the performance of this Contract. Consultant shall retain no ownership, interest, or title in them 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 Consultant in the performance of this Contract, and Consultant shall retain no ownership, interest or title in or to them except as otherwise provided in this Contract. Consultant 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 Consultant retains any preexisting rights in any materials furnished hereunder, including Developments, Consultant 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 Consultant 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 Consultant 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 in this Contract. 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 Consultant, or for processes or methods employed by Consultant in performing the services, shall be included in the Contract price.
- 4.6 INFRINGEMENT PROTECTION: See Article 6, Indemnification, Withholding and Limitation of Liability.
- 4.7 DELIVERY AND RETENTION OF RECORDS: To the extent PG&E does not otherwise specifically request delivery of records or results, Consultant 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 Consultant 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.
- 4.8 PUBLIC RELEASE OF RESULTS: Consultant 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. Consultant 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.
- 4.9 THIRD PARTY LICENSES: Consultant 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 Consultant under this Contract.
- 4.10 PUBLIC TESTIMONY: It is further agreed between the Parties that, if requested by PG&E, Consultant 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 CONSULTANT'S USE OF PG&E PROPERTY: All records, reports, computer programs, written procedures and similar materials, documents or data, including without limitation energy usage data, employee data and customer-specific information, in whatever form, provided by PG&E for Consultant's use in the performance of Work under this Contract shall remain the confidential property of PG&E and shall be returned to PG&E immediately upon completion of Consultant's use for the performance of the Work or earlier upon the request of PG&E. In the alternative, Consultant may destroy such information, provided an officer of Consultant certifies the destruction in writing to PG&E.
- 5.2 NO PUBLICITY: Consultant 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 Consultant in Consultant'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 that the Parties have entered into this Contract does not constitute, nor does it imply in any way, an endorsement of Consultant by PG&E, and Consultant will not state or imply that PG&E endorses, recommends, or vouches for Consultant in any form of written, verbal, or electronic advertisement, communication, or any other business development effort.
- 5.3 CONFIDENTIALITY
- 5.3.1 In the course of performing the Work under this Contract, Consultant may have access to confidential commercial or personal information ("Confidential Information") including or concerning, but not limited to, customer specific

information or data, customer energy usage information or data, or information or data concerning California residents, technological, ratemaking, legislative and personnel matters and practices of PG&E, its parent company, subsidiaries, affiliates, or members of the public. Consultant agrees not to disclose any 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. "Customer specific information or data" means customer-related information and data that is subject to the California Public Utilities Commission or other rules, regulations and orders regarding customer privacy pursuant to law, including, without limitation, California Public Utilities Code Section 8380 et seq.

- 5.3.2 Consultant agrees that it shall use and shall require its directors, officers, employees, agents, consultants, contractors, or advisors to use the Confidential Information solely for the purposes of performing services under this Contract. Consultant shall comply with all applicable laws and regulations relating to the protection of customer-specific information and data, including California Public Utilities Code Section 8380, et seq. and the "Rules Regarding Privacy and Security Protections for Energy Usage Data" adopted by the California Public Utilities Commission. Only Consultant and its directors, officers, employees, agents, consultants, contractors, or advisors who have a direct need to access such Confidential Information in the course of performing services under this Contract shall have access to Confidential Information. Consultant shall not: (i) use the Confidential Information for its or its directors', officers', employees', agents', consultants', contractors', or advisors' own benefit other than for the limited purposes set forth in this Contract, or (ii) disclose the Confidential Information to any person or third party, including any employee, agent, consultant, contractor or affiliate that produces or provides energy or energy related products or services.
- 5.3.3 Except as otherwise provided herein, Consultant will keep confidential and not disclose, the Confidential Information to any third party. No director, officer, employee, agent, consultant, contractor, or advisor shall inspect, participate in discussions regarding, or otherwise be granted access to, Confidential Information unless and until they have first completed and executed, at PG&E's sole discretion, a Non-Disclosure Certificate, attached hereto as Appendix A, and delivered the original, signed Non-Disclosure Certificate to PG&E.
- 5.3.4 Consultant shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information as provided in Section 5.4, SECURITY, below, to protect any personal or confidential information from unauthorized access, destruction, use, modification, or disclosure, and to prohibit the use of the Confidential Information for a secondary commercial purpose without PG&E's consent.
- 5.4 SECURITY. "Security" means the industry standards and techniques, both physical and logical, to ensure that the Confidential Information will not be compromised and shall be kept secure. Security shall include without limitation: a formal information security policy; a disaster recovery policy; password protected workstations at Consultant's premises and the premises of Representatives who access such Confidential Information; a policy on third-party assurance auditing; a policy on penetration testing; and encryption of Confidential Information as specified in subsection 5.4.4, below. Consultant represents and warrants that it shall comply with the terms of this Agreement and the security policies described in this Contract, subject to the following:
- 5.4.1 Prior to PG&E's first transfer of Confidential Information to Consultant, Consultant will comply with industry standard security requirements, including without limitation: a formal information security policy; a disaster recovery policy;

password protected workstations at Consultant; a policy on third-party assurance auditing; a policy on penetration testing; and provide PG&E with documentation of such compliance satisfactory to PG&E.

- 5.4.2 PG&E and Consultant agree to meet periodically, if requested by PG&E to evaluate Consultant's security measures and to discuss, in good faith, means by which PG&E and Consultant can enhance such protection, if necessary.
- 5.4.3 Within one month from the execution date of this Contract, Consultant shall have implemented security procedures in accordance with the terms and conditions of this Contract. In the event PG&E determines Consultant has not complied with Security measures, PG&E shall provide written notice to Consultant describing the deficiencies. Consultant shall then have 60 days to cure. If Consultant has not cured the deficiencies within 60 days, PG&E may terminate this Agreement for cause without penalty or liability to Consultant.
- 5.4.4 Consultant shall implement prior to the delivery of Confidential Information and maintain during the term of this Contract security procedures, practices and controls commensurate to assure that Confidential Information is only accessed by Consultant and its Representatives, and PG&E and its affiliates, and its authorized users, and to safeguard against its unauthorized access, destruction, use, alteration or disclosure of any such data and information. Security controls and safeguards shall include, without limitation, 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. In addition, Consultant shall update its security procedures, practices, policies and controls so as to keep current with industry standards, including but not limited to NIST and NERC/CIP, as applicable. Any data center used by or on behalf of Consultant to collect, receive and/or store Confidential Information shall be data centers that satisfy the standards for a Tier 3 data center facility as specified in the TIA-942 standard published by the Telecommunications Industry Association. Consultant shall immediately report any unauthorized access or disclosure of Confidential Information to PG&E and shall take all reasonable measures within its control to immediately stop the access or disclosure, prevent recurrences and return to PG&E any copies and remove Confidential Information. 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, Consultant shall assist PG&E in obtaining a copy of the then-current SAS 70 Type II Report from the owner of the collocation facility where the Confidential Information is saved and/or stored (at no cost to PG&E) as well as a copy of any other report that documents Consultant's Security requirements set forth herein.
- 5.4.5 Security Breach. Consultant further covenants and agrees that, if Consultant or its Subcontractors discover that Consultant or any Subcontractor has, directly or indirectly, caused a breach of Security relating to any Confidential Information, Consultant shall: (a) immediately notify PG&E, in writing, and provide PG&E a brief summary of the issue, facts and status of Consultant's investigation; (b) the potential number of individuals affected by the Incident; (c) the Confidential Information that may be implicated by the Security Breach; (d) any other information pertinent to PG&E's understanding of the Security breach and the exposure or potential exposure of Confidential Information; (e) investigate such breach or such potential breach, (f) inform PG&E, in writing, of the results of such investigation, and (g) assist PG&E (at Consultant's cost and expense) in maintaining the confidentiality of such Confidential Information. Consultant agrees to provide, at Consultant's sole cost and expense, appropriate data security monitoring services for all potentially affected individuals for one year,

subject to PG&E's prior approval.

- 5.4.6 Notification. If, and only if requested in advance and in writing by PG&E, Consultant will notify the potentially affected individuals regarding such Incident 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 Consultant issue or permit to be issued any public statements regarding a Security breach involving Confidential Information unless and until PG&E instructs Consultant to do so in writing.

6.0 INDEMNIFICATION, WITHHOLDING AND LIMITATION OF LIABILITY

6.1 INDEMNIFICATION

- 6.1.1 Consultant 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 Consultant; (ii) injury to property or other interests of PG&E, Consultant, 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 Consultant'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 Consultant 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 Consultant 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. Consultant 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: Consultant 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 Consultant who perform services for PG&E. Consultant shall indemnify and hold PG&E harmless, on an after-tax basis, for any liability incurred by PG&E as a result of Consultant's failure to institute any such required withholding.

- 6.3 INFRINGEMENT PROTECTION: Consultant 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. Consultant 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, Consultant 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. Consultant 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: Consultant shall maintain the following insurance coverage. Consultant 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 Consultant 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 Consultant. (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 Consultant are additional insureds under a blanket endorsement."; b) Be endorsed to specify that the Consultant'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 Consultant'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, Consultant shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Consultant.
 - 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 PG&E uses a third party vendor, Exigis, to confirm and collect insurance documents. Certificates of insurance and endorsements shall be signed and submitted by a person authorized by 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, Consultant shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Consultant.
- 8.0 FORCE MAJEURE, CANCELLATION AND TERMINATION OF CONTRACT
 - 8.1 FORCE MAJEURE: Neither PG&E nor Consultant 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 Consultant to perform the Work in accordance with this Contract for any reason (except as specified in the section titled "Force Majeure"); or (b) Consultant 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 Consultant 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 Consultant to take steps necessary to accomplish the required progress and completion, and Consultant has failed to do so.
- 8.2.2 PG&E will be the sole judge whether Consultant is substantially performing Work and services in accordance with this Contract. Consultant 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 Consultant 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, Consultant shall deliver to PG&E any reports, drawings or other documents prepared for PG&E prior to the effective date of such cancellation. Consultant 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 Consultant'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 Consultant's employees, to suspend or discontinue the Work of the Consultant or any Subcontractor, or cancel the Contract for cause. This paragraph shall be applicable whether or not any Consultant 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 Consultant. Consultant 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 Consultant only for the compensation earned on the Work performed to the date of termination, plus costs reasonably incurred by Consultant in terminating its operation. Consultant 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 Consultant prior to PG&E's release of its final payment to Consultant.
- 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 Consultant of cancellation or termination of a CWA or this Contract, and continuing for so long as PG&E may reasonably request, Consultant 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 Consultant will negotiate reasonable compensation not to exceed Consultant'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) shall have the maximum practicable opportunity to participate in providing the products and services it purchases.

9.1.1 For all Contracts, the Consultant 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. The Consultant shall provide to each prospective Subcontractor a copy of Exhibit 1.

9.1.2 In addition, for Contracts exceeding \$500,000 (or \$1 million for construction contracts), the Consultant 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 terms prescribed in Exhibit 2.

9.1.2.1 Small Business, and Small Disadvantaged Business Subcontracting Plans are not required for small business contractors, personal service contracts, contracts that will be performed entirely outside of the United States and its territories, or modifications to existing contracts which do not contain subcontracting potential.

9.1.3 For all Contracts, the Consultant shall act in accordance with the Subcontracting Plan in the performance of the Work and in the award of all Subcontracts.

9.1.4 All Bidders must describe with their submission how they will comply with the mandatory requirements of Exhibit 1. The requirements of Exhibit 1 and the successful Bidder's response will be incorporated into the Contract.

9.1.5 Each proposal will be evaluated using a formula of weighted and defined criteria including the strength of its proposed compliance with PG&E's Supplier Diversity Policy.

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

9.2.1 Executive Order 11246, 41 CFR Part 60-1.4: Equal Opportunity Clause.

9.2.2 Executive Order 11246, 41 CFR Part 60-1.8: Nonsegregated Facilities.

9.2.3 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-250.5.a: Equal Opportunity Clause.

9.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-300.5.a: Equal Opportunity Clause.

9.2.5 Section 503 of the Rehabilitation Act of 1973, 41 CFR Part 60-741.5.a: Equal Opportunity Clause.

9.3 **SUPPLIER CODE OF CONDUCT: CONSULTANT AND ITS SUBCONTRACTORS AND THEIR SUPPLIERS AT ALL TIERS SHALL COMPLY WITH PG&E'S CONTRACTOR, CONSULTANT AND SUPPLIER CODE OF CONDUCT ("Supplier Code of Conduct") IN THE AWARD OF ALL CONTRACTS AND SUBCONTRACTS.** The Supplier Code of Conduct requires that Consultant and its Subcontractors and suppliers demonstrate a

strong commitment to compliance, ethics, sustainability and supplier diversity as a foundation to successful business. Any Work done for PG&E must be completed in full compliance with the Supplier Code of Conduct, as it may be modified from time to time. Consultant 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, Consultant 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. Consultant shall ensure that any Subcontractor hired by Consultant to perform any portion of the Work under this Contract shall also have an effective Injury and Illness Prevention Program. If the Consultant has any employees in California, even if those employees do not perform Work under this Contract, the attached Compliance Certificate (Exhibit 3) shall be executed by the person with the authority and responsibility for implementing and administering such Injury and Illness and Prevention Program.
- 9.5 **PG&E DRUG AND ALCOHOL ABUSE 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 Consultant and Subcontractor personnel. If any personnel of Consultant or its approved Subcontractors perform any Work or services at PG&E offices and/or other PG&E facilities, then Consultant shall comply with PG&E's Drug and Alcohol Abuse and Testing Policies, attached as Exhibit 4 to these General Conditions.
- 9.6 **CONFLICT OF INTEREST AND BUSINESS ETHICS**
- 9.6.1 **REASONABLE CARE:** Consultant, in its dealings with PG&E under or in connection with the Contract, will act reasonably and in good faith. Consultant shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PG&E's interest.
- 9.6.2 **OTHER EMPLOYMENT:** During the term of this Contract, Consultant 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 performance and completion of Work to be performed under this Contract.
- 9.6.3 **GIFTS:** Consultant 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.
- 9.6.4 **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.
- 9.6.5 **NOTIFICATION:** The Consultant shall notify PG&E of any and all violations of this clause within three business days after such violation is brought to Consultant's attention.
- 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 Consultant'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 Consultant, 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 Consultant for the purpose of verifying compliance with the section concerning CONFLICT OF INTEREST AND BUSINESS ETHICS.

- 9.7.2 ACCOUNTING: The Consultant'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 ADJUSTMENTS: Consultant 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.
- 9.7.4 TIME PERIOD: The Consultant 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
- 9.7.5 SUBCONTRACTORS: The Consultant shall include the necessary provisions in its Subcontracts to ensure that its Subcontractors comply with this Article.

9.8 BACKGROUND CHECK REQUIREMENTS

- 9.8.1 WORK ON PG&E OR PG&E CUSTOMER PROPERTY: The following provisions shall apply to the extent that the Work requires any Consultant or Subcontractor personnel (collectively, "Personnel") to enter the property of PG&E or any PG&E residential or commercial customer (collectively, "Site Access").
 - 9.8.1.1 Eligibility for PG&E Work. Before assigning any Personnel to perform Work requiring Site Access, Consultant shall first 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: HRRecruitmentCoordinators@pge.com. PG&E reserves the right to decline to accept any proposed Personnel, in which case Consultant shall promptly propose a replacement.
 - 9.8.1.2 Drug Screen and Background Investigation. For each of its Personnel who perform Work requiring Site Access, Consultant warrants and represents that at the time of hire (and rehire, if applicable), Consultant has conducted (a) a drug screen and (b) a background investigation, so that no Personnel with Site Access have been convicted of any of the following misdemeanor or felony offenses within the last seven years: arson, assault, battery, burglary, domestic violence, driving under the influence, larceny, manslaughter, murder, theft (including but not limited to identity theft) and any crimes against children. Consultant shall maintain the appropriate records to document compliance with this requirement and make them available to PG&E for audit if requested pursuant to the audit provisions of this Contract.
- 9.8.2 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 Consultant and Subcontractor personnel ("Individual") working within PG&E Critical Facilities. The following requirements apply to any Work subject to the NERC requirements:

9.8.2.1 The background screening program for each Individual includes each of the following: (a) Social Security Number verification; (b) County Criminal Check (up to three counties where the applicant /employee has lived in the past seven years) and (c) "Global Watch" (check of 19 Federal and International Terrorist Watch lists).

9.8.2.2 The NERC directive also requires that the Consultant 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.

9.8.2.3 Following conclusion of an acceptable background check and certified completion of the above training courses, the Consultant 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: Consultant 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 Consultant of its obligations to PG&E under this Contract. Consultant's obligations under this Contract shall apply to any Subcontract, and Consultant 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 Consultant's prior approval or written consent, provided PG&E remains obligated to pay for services rendered up to the effective date of such assignment. Consultant 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 Consultant may assign to Consultant's corporate affiliate in which Consultant holds a majority interest, provided that the Consultant 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: Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including without limitation, the "Rules Regarding

Privacy and Security Protections for Energy Usage Data” adopted by the California Public Utilities Commission in Decision No. 11-07-056, July 28, 2011, 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. Consultant 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 Consultant's work is subject to PG&E-specific environmental permits or programs, PG&E will provide Consultant with such permit or program requirements. Unless prohibited by law, Consultant shall hold PG&E harmless from any liability, fine or penalty incurred as a result of Consultant's failure to comply with applicable legal and regulatory requirements.

- 10.3 REPORTING: In accordance with Section 7912 of the California Public Utilities Code, Consultant agrees to report annually to PG&E the number of California residents employed by Consultant, 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 Consultant. 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, Consultant, its employee, agents, and Subcontractors may be exposed to chemicals on the Governor's list. Consultant 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 Consultant 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 Consultant and PG&E, whether oral or written, and has been induced by no representations, statements or agreements other than those expressed herein. Neither Consultant 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 and availability of information, shall survive such expiration, cancellation or other termination.

PG&E'S SUPPLIER DIVERSITY PURCHASING POLICY

CONTRACTOR AND SUBCONTRACTORS OF ALL TIERS MUST COMPLY WITH PG&E'S SUPPLIER DIVERSITY PURCHASING POLICY IN THE AWARD OF ALL SUBCONTRACTS. This policy requires that Small, Women, Minority, and Disabled Veteran Business Enterprises (WMDVBEs) shall have the maximum practicable opportunity to participate in the performance of Work. ¹

1. Contractor shall provide to each prospective Subcontractor a copy of this Exhibit.
2. Contractor shall provide a separate, signed Prime Supplier Plan consisting of a specific list of Subcontractors that will participate in the performance of the Work and a statement setting forth the Contractor's goals for WMDVBE subcontracting of all tiers and setting forth such additional good faith efforts Contractor and Subcontractors will employ to increase the participation of WMDVBE in the performance of the Work.
3. No later than the 10th of each month, Contractor shall submit its subcontracting spend with women, minority, and service disabled veteran owned suppliers direct payments to their diverse subcontractors using PG&E's electronic reporting system located at: <https://www.pgesupplierdiversity.com/pge/login.asp>
 - a. To establish a user ID, Contractor shall submit a request via email to the following address: supplierdiversityteam@pge.com
4. 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 1A. The Prime Supplier Plan for these contracts must include provisions for implementing the terms prescribed in Exhibit 1A.
 - 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.
5. Contractor's **supplier diversity subcontracting goal** for this Contract is %. Contractor shall report its supplier diversity goal as Contractor's spend with verified WMDVBE Subcontractors on PG&E Work under this Contract.

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



List of Subcontractors and Disbursement Record

EXHIBIT 1-A

Prime Contractor/Supplier:			Name of Preparer:		
PG&E Contract Number (if any):			Telephone: ()		
PG&E Project/Product:			E-Mail:		
Contract Duration (Year):	From:	To:	Total Bid Value:		

Name of Subcontractor (1)	WMDVBE Status Code* (2)	V** (3)	NV*** (4)	Address (5)	Description of Work (6)	Estimated Amount to be Paid to Subcontractors (7)
					(8) Estimated Total Amount to be Paid to All Verified WMDVBE Subcontractor(s):	
					(9) Total Bid Value:	
					(10) Estimated Percentage to be Paid to All Verified WMDVBE Subcontractor(s) (a+b):	

* Refer to Instructions/Codes/Definitions on back.

** V = Subcontractor is a verified WMDVBE.

*** NV = Subcontractor is not a verified a verified WMDVBE.

Signature: _____ / Date _____

I hereby verify that the listed information is true and accurate to the best of my knowledge.

The successful bidder(s) will be expected to register and report all monthly subcontracting spending with verified WMDVBE subcontractors at www.pgesupplierdiversity.com for the duration of the contract.

STEP-BY-STEP INSTRUCTIONS

Complete column numbers 1-10 and return this form with your bid proposal (**Please attach copies of diverse Subcontractors certifications with your bid proposal**).

- (1) Include the complete name of the subcontractor.
- (2) Indicate the supplier's minority code (see definitions and codes below).
- (3) Place a "V" in the box if the subcontractor is a **verified** WBE or MBE supplier by the CPUC Clearinghouse or a **verified** DVBE certified by the Department of General Services.
- (4) Place a "NV" in the box if the subcontractor is **not verified**.
- (5) Include the address, city, state and zip of the subcontractor.
- (6) Describe the work that the subcontractor will be performing.
- (7) 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** WMDVBE 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.

Minority Status:	001 African American Male 002 African American Female 003 Asian Pacific American Male 004 Asian Pacific American Female 005 Native American Male 006 Native American Female 007 Hispanic American Male	008 Hispanic American Female 009 Caucasian Male 010 Caucasian Female 011 Multi- Status 012 Other Groups 013 Small Business Enterprise 014 Service Disabled Veteran Business Enterprise
-------------------------	---	---

African Americans Persons having origins in any black racial groups 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 Americans Persons having origin in any of the original peoples of North America or the Hawaiian Islands, in particular, American Indians, Eskimos, Aleuts, and Native Hawaiians.

Hispanic Americans All 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 (SBE) 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.

Service Disabled Veterans Business Enterprise (DVBE) Has the same meaning as defined in subdivision (g) of the Military and Veterans Code and must meet the "Control" and "Operate" criteria. An enterprise which is 51 percent owned, or the stock is 51 percent owned, by one or more disabled veterans.

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.²

**INJURY AND ILLNESS PREVENTION PROGRAM
Compliance Certificate**

The undersigned, the _____ of
(title/position)

_____ (Consultant), hereby certifies to PG&E as follows:
(name of Consultant)

1. That Consultant 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 that any Subcontractor hired by Consultant to perform any portion of the Work under this Contract has an effective Injury and Illness Prevention Program; and
2. That he or she is the person with the authority and responsibility for implementing and administering Consultant's 's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Compliance

Certificate on _____.

Signature

Print Name

**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 Consultant agrees that, to the extent it may be applicable to this Contract, Consultant 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. Consultant 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. Consultant shall ensure that any Subcontractor hired by Consultant 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 Consultant's drug and alcohol testing program records for the purpose of monitoring compliance with DOT regulations. Consultant shall ensure that any Subcontractor hired by Consultant 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.

APPENDIX A

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential Information is provided to me pursuant to the terms and restrictions of the confidentiality provisions of the agreement between Pacific Gas and Electric Company and _____, dated _____, that I have been given a copy of and have read the confidentiality provisions, and that I agree to be bound by all of its terms.

I understand that the contents of the Confidential Information, any notes or other memoranda, or any other form of information that copies or discloses the confidentiality provisions shall not be disclosed to anyone other than in accordance with the confidentiality provisions.

Signed: _____

Print Name: _____

Title: _____

Organization: _____

Date Signed: _____