

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 4339G/6019E
As of December 31, 2020

Subject: Advice Letter Submittal of Pacific Gas and Electric Company's Third-Party Solicitations Contract Changes to Programs resulting from its Local Multi-Sector Request for Proposal ("RFP")

Division Assigned: Energy

Date Filed: 12-04-2020

Date to Calendar: 12-09-2020

Authorizing Documents: D1801004

Disposition:	Accepted
Effective Date:	12-31-2020

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

(415)973-4587

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov

December 4, 2020

Advice 4339-G/6019-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Advice Letter Submittal of Pacific Gas and Electric Company's Third-Party Solicitations Contract Changes to Programs resulting from its Local Multi-Sector Request for Proposal ("RFP")

Purpose

Pacific Gas and Electric Company (PG&E) is submitting this Advice Letter to the California Public Utilities Commission (CPUC or Commission), following direction in the non-standard disposition of PG&E's third-party advice letters for its local multi-sector solicitation (4278-G/5888-E, 4281-G/5891-E, 4282-G/5892-E, 4285-G/5895-E, 4284-G/5894-E, 4283-G/5893-E, 4280-G/5890-E, and 4879-G/5889-E).

In compliance with Decision (D.) 18-01-004, PG&E hereby requests the CPUC grant approval of the updated language in Section 18.8 of the new Energy Efficiency ("EE") Program Implementation Agreements ("PIA" or "Contract"), as directed in the CPUC's non-standard disposition. These Contracts result from PG&E's Local Multi-Sector Request for Proposal ("RFP") solicitation for local resource EE customer programs and will contribute towards meeting PG&E's 25 percent third-party outsourcing compliance requirement.

Background

Decision (D.) 15-10-028, establishes the Rolling Portfolio process for regular review and revision of the EE program administrators' (PA) portfolios. D.16-08-019 defines the terms and the requirements for the utility PAs to administer statewide and third-party programs.

Under the framework of the rolling portfolio, the Commission adopted D.18-01-004 for procurement of EE programs through a solicitation process. D.18-01-044 directs the investor-owned utilities ("IOUs"), to meet specific third-party outsourcing targets by certain dates in order to transition to a majority third-party-implemented portfolio by 2023. Specifically, D. 18-01-004 and D. 18-05-041 ordered the IOUs to have at least 25 percent of their 2020 program budgets under contract for programs designed and

implemented by third-party providers by December 19, 2019,¹ at least 40 percent by December 31, 2020, and at least 60 percent by December 31, 2022. Per D.18-01-004, the IOUs are required to submit a Tier 2 advice letter for each EE third-party contract that is valued at \$5 million or more and/or with a term longer than three years.

PG&E submitted eight Tier 2 advice letters in July 2020,² to meet the requirement for CPUC approval of EE third-party contracts. The non-standard disposition granted approval of those eight EE third-party contracts, “with the exception of the proposition within Section 18.8(a) that gives precedence to Section 9: Dispute Resolution over Section 10: CPUC Non-Modifiable Dispute Resolution Process. Precedence must be given to the CPUC Standard Terms and Conditions defined in decision D.18-10-008, the decision that addresses third-party contract terms and conditions.”³ PG&E was directed to revise the eight third-party contracts and re-submit them in a Tier 2 advice letter by December 4, 2020.

This Advice Letter is being submitted to meet the requirements of the non-standard disposition, and includes attachments providing documentation of the completed contract changes, as requested by the CPUC. The six attachments⁴ to this Advice Letter correspond to the EE third-party programs, as follows:

Table 1. Program Contracts by Third-Party Vendor

Third-Party Vendor	Program Name	Corresponding AL #
Cascade	Industrial Systems Optimization Program (ISOP)	Advice 4280-G/5890-E
CLEAResult	Business Energy Performance (BEP) Program	Advice 4279-G/5889-E
TRC/Lockheed	Agriculture Energy Savings Action Plan (AESAP)	Advice 4278-G/5888-E
	Multifamily Energy Savings Program (MESP)	Advice 4285-G/5895-E
kW Engineering	CoolSave; Grocery Comprehensive Retrofit & Commissioning (GCRx)	Advice 4281-G/5891-E
	Smart Labs	Advice 4282-G/5892-E
Willdan	Government & K-12 Comprehensive Program	Advice 4283-G/5893-E
AESC	RAPIDS Wastewater Treatment Optimization Program	Advice 4284-G/5894-E

¹ D. 18-05-041 OP (4). PG&E was granted an extension to June 30, 2020.

² PG&E Advice 4278-G/5888-E, 4285-G/5895-E, 4281-G/5891-E, and 4282-G/5892-E were filed July 29, 2020; PG&E Advice 4280-G/5890-E, 4279-G/5889-E, 4283-G/5893-E, and 4284-G/5894-E were filed July 30, 2020.

³ Non-standard Disposition of PG&E Advice 4278-G/5888-E, 4281-G/5891-E, 4282-G/5892-E, 4285-G/5895-E, 4284-G/5894-E, 4283-G/5893-E, 4280-G/5890-E, and 4279-G/5889-E, p.1.

⁴ Vendors with multiple programs have a single contract with PG&E, as detailed in Table 1.

Conclusion

PG&E hereby submits for approval the requested contract change documentation, in compliance with Decision (D.) 18-01-004 and the CPUC's non-standard disposition of PG&E's third-party advice letters for its local multi-sector solicitation⁵.

Protests

*****Due to the COVID-19 pandemic and the shelter at home orders, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to EDTariffUnit@cpuc.ca.gov and PGETariffs@pge.com*****

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than December 24, 2020, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177

⁵ PG&E Advice 4278-G/5888-E, 4281-G/5891-E, 4282-G/5892-E, 4285-G/5895-E, 4284-G/5894-E, 4283-G/5893-E, 4280-G/5890-E, and 4879-G/5889-E.

Facsimile: (415) 973-3582

E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to General Order (GO) 96-B, Rule 5.2, and OP 2 of D.18-01-004, this advice letter is submitted with a Tier 2 designation. PG&E requests that this Tier 2 advice submittal become effective on regular notice, January 3, 2020 which is 30 calendar days after the date of submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments

cc: R-13-11-005 Service List



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39M)

Utility type:

☒ ELC ☒ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4339-G/6019-E

Tier Designation: 2

Subject of AL: Advice Letter Submittal of Pacific Gas and Electric Company's Third-Party Solicitations Contract Changes to Programs resulting from its Local Multi-Sector Request for Proposal ("RFP")

Keywords (choose from CPUC listing): Compliance

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.18-01-004

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? ☐ Yes ☒ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? ☐ Yes ☒ No

Requested effective date: 1/3/20

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

¹Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Erik Jacobson, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility Name: Pacific Gas and Electric Company
Address: 77 Beale Street, Mail Code B13U
City: San Francisco, CA 94177
State: California Zip: 94177
Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
Email: PGETariffs@pge.com

Name:
Title:
Utility Name:
Address:
City:
State: District of Columbia Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Clear Form

Attachment 1

Cascade Program Contract



Contract Change Order

This is Change Order ("CO") No. 01 to Contract No. C22089 dated June 2, 2020 between the below-named Contractor ("Contractor"), an Oregon corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Contractor's Legal Name: Cascade Energy Inc.

This Contract Change Order consists of 4 page(s).

Contractor's Address: 123 NE 3rd Avenue
Suite 400
Portland, OR 97232

Project Name:

Job Location:

CHANGES: The Parties hereby modify the Contract referenced above as follows:

Contract Change Order 1 shall update the Program Implementation Agreement, Section 18.8(a) Order of Precedence, as further described in the attached Revision to the Program Implementation Agreement (PIA).

ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.

Attachment A COVID-19 Addendum (1 page)

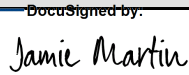
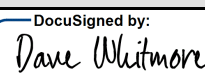
Revision to the Program Implementation Agreement (PIA) (1 Page)

PRICING CHANGES:

Previous Total Contract Value:	\$Total Value of All Authorized CWAs
Addition or Deduction:	\$Total Value of All Authorized CWAs
Revised Total Contract Value:	\$Total Value of All Authorized CWAs

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: CASCADE ENERGY, INC.	
Signature	 DocuSigned by: 6D3EF2C3A0804C3...	Signature	 DocuSigned by: C97770577ADB40F...
Name	Jamie Martin	Name	Dave Whitmore
Title	Chief Procurement Office and Vice President, Sourcing	Title	Vice President, Territories
Date	10/23/2020	Date	10/23/2020



Change Order No. 01

Contract No. C22089

Page 2 of 4

ADMINISTRATION			
PG&E Negotiator	Tony Abdulla	Contractor Representative	Jessi Pike
Phone	628-219-3229	Phone	
Email:	TCA2@pge.com	Email:	jessi.pike@cascadeenergy.com
Accounting Reference	Pereach individual CWA		
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.		<p>The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status.</p> <p>In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com</p>	
Send ORIGINAL Invoice to:		PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760	
Send Invoice COPY to:		As instructed on each individual CWA	

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law



Attachment A
COVID-19 Addendum

COVID-19. The Parties acknowledge that they are entering into this agreement with knowledge of the existing global COVID-19 pandemic. Despite the existence of the pandemic, the Parties currently believe that they can perform their respective obligations under this contract. The Parties recognize that during performance of the contract, the pandemic and associated governmental actions might result in further work restrictions, office closures, restricted hours, shortages of equipment and materials, lockdowns and the like which could temporarily interfere with the Parties' ability to perform their obligations under this contract. If a Party experiences such a delay, it shall provide prompt written notice to the other Party of the fact of delay and of the circumstances delaying performance, and shall continue to keep the other Party updated. The Parties agree to cooperate with each other and to employ reasonable mitigation measures to minimize the delay and its effects, including but not limited to negotiation of reasonable contract change orders if necessary.

Revision to the Program Implementation Agreement (PIA)

Cascade Energy Inc.
MSA C22089 Change Order 1
Page **1** of **4**

The purpose of this change order to the Program Implementation Agreement (Agreement) is to correct a numerical typographical error in the Agreement's Section 18.8(a) Order of Precedence in accordance with the CPUC directive.

The Parties agree in Section 18.8(a) Order of Precedence under the Agreement to delete the referenced #9 pertaining to the paragraph for the Dispute Resolution Process and replace it with #10 correctly reflecting its location in the Agreement.

Attachment 2

CLEAResult Program Contract



Contract Change Order

This is Change Order ("CO") No. 01 to Contract No. C22090 dated June 7, 2020 between the below-named Contractor ("Contractor"), a Texas corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Contractor's Legal Name: CLEARESULT CONSULTING, INC.

This Contract Change Order consists of 4 page(s).

Contractor's Address: 180 Grand Avenue
Suite 850
Oakland, CA 94610

Project Name:

Job Location:

CHANGES: The Parties hereby modify the Contract referenced above as follows:

Contract Change Order 1 shall update the Program Implementation Agreement, Section 18.8(a) Order of Precedence, as further described in the attached Revision to the Program Implementation Agreement (PIA).

ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.

Attachment A COVID-19 Addendum (1 page)


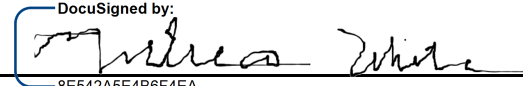
Revision to the Program Implementation Agreement (PIA) (1 Page)

PRICING CHANGES:

Previous Total Contract Value:	\$Total Value of All Authorized CWAs
Addition or Deduction:	\$Total Value of All Authorized CWAs
Revised Total Contract Value:	\$Total Value of All Authorized CWAs

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: CLEARESULT CONSULTING, INC.	
Signature	DocuSigned by: 	Signature	DocuSigned by: 
Name	6D3EF2C3A0804C3... Jamie Martin	Name	8E542A5E4B6F4EA... Andrea White
Title	Chief Procurement Office and Vice President, Sourcing	Title	Vice President
Date	November 2, 2020	Date	November 2, 2020



Change Order No. 01
 Contract No. C22090
 Page 2 of 4

ADMINISTRATION			
PG&E Negotiator	Tony Abdulla	Contractor Representative	Joanne O'Neill
Phone	628-219-3229	Phone	
Email:	TCA2@pge.com	Email:	joanne.oneill@clearesult.com
Accounting Reference			
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com		
	Send ORIGINAL Invoice to:	PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760	
	Send Invoice COPY to:		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law



Attachment A
COVID-19 Addendum

COVID-19. The Parties acknowledge that they are entering into this agreement with knowledge of the existing global COVID-19 pandemic. Despite the existence of the pandemic, the Parties currently believe that they can perform their respective obligations under this contract. The Parties recognize that during performance of the contract, the pandemic and associated governmental actions might result in further work restrictions, office closures, restricted hours, shortages of equipment and materials, lockdowns and the like which could temporarily interfere with the Parties' ability to perform their obligations under this contract. If a Party experiences such a delay, it shall provide prompt written notice to the other Party of the fact of delay and of the circumstances delaying performance, and shall continue to keep the other Party updated. The Parties agree to cooperate with each other and to employ reasonable mitigation measures to minimize the delay and its effects, including but not limited to negotiation of reasonable contract change orders if necessary.

Revision to the Program Implementation Agreement (PIA)
CLEARRESULT CONSULTING, Inc.
MSA C22090 Change Order 1
Page 1 of 4

The purpose of this change order to the Program Implementation Agreement (Agreement) is to correct a numerical typographical error in the Agreement's Section 18.8(a) Order of Precedence in accordance with the CPUC directive.

The Parties agree in Section 18.8(a) Order of Precedence under the Agreement to delete the referenced #9 pertaining to the paragraph for the Dispute Resolution Process and replace it with #10 correctly reflecting its location in the Agreement.

Certificate of Completion

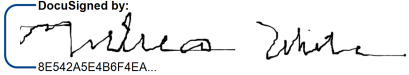
Envelope Id: 3357202C75894C7B8F2F855312120B25	Status: Completed
Subject: CW2334624 - CO1 MSA C22090 CLEAResult Consulting.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Anthony Abdulla
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	77 Beale Street
	San Francisco, CA 94105
	TCA2@pge.com
	IP Address: 216.109.110.11

Record Tracking

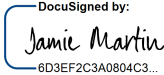
Status: Original	Holder: Anthony Abdulla	Location: DocuSign
10/29/2020 12:03:57 PM	TCA2@pge.com	

Signer Events

Signer Events	Signature	Timestamp
Joanne O'Neill	Completed	Sent: 10/29/2020 12:05:50 PM
Joanne.oneill@clearesult.com		Viewed: 10/29/2020 12:26:24 PM
Director of Programs		Signed: 10/29/2020 12:27:19 PM
CLEAResult Consulting Inc.	Using IP Address: 146.112.55.95	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 1/10/2018 3:07:47 PM		
ID: 4d2ffff5-6e4b-4a17-9493-3da3d1e13199		

Andrea White		Sent: 10/29/2020 12:27:20 PM
Andrea.White@clearesult.com		Viewed: 10/30/2020 8:30:47 AM
Vice President		Signed: 11/2/2020 12:15:23 PM
CLEAResult		
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	
	Using IP Address: 146.112.43.181	

Electronic Record and Signature Disclosure:
Accepted: 5/13/2020 10:13:59 AM
ID: f5840010-641e-462b-b73d-8a5850cf62de

Jamie Martin		Sent: 11/2/2020 12:15:25 PM
J2Dz@pge.com		Viewed: 11/2/2020 2:08:20 PM
Chief Procurement Office and Vice President,		Signed: 11/2/2020 2:08:30 PM
Sourcing		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 131.89.195.90	

Electronic Record and Signature Disclosure:
Accepted: 11/2/2020 2:08:20 PM
ID: 9ec3bd15-226a-40d4-b994-0be69a272e2b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/29/2020 12:05:50 PM
Certified Delivered	Security Checked	11/2/2020 2:08:20 PM
Signing Complete	Security Checked	11/2/2020 2:08:30 PM
Completed	Security Checked	11/2/2020 2:08:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, PG&E (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact PG&E:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: pcpc@pge.com

To advise PG&E of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at pcpc@pge.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from PG&E

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to pcpc@pge.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with PG&E

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to pcpc@pge.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify PG&E as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by PG&E during the course of my relationship with you.

Attachment 3

TRC/Lockheed Program Contract



Contract Change Order

This is Change Order ("CO") No. 01 to Contract No. C22092 dated June 7, 2020 between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Contractor's Legal Name: TRC Solutions, Inc.

This Contract Change Order consists of 4 page(s).

Contractor's Address: 21 Griffin Road North

Windsor, CT 06095-1512

Project Name:

Job Location:

CHANGES: The Parties hereby modify the Contract referenced above as follows:

Contract Change Order 1 shall update the Program Implementation Agreement, Section 18.8(a) Order of Precedence, as further described in the attached Revision to the Program Implementation Agreement (PIA).

ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.

Attachment A COVID-19 Addendum (1 page)

Revision to the Program Implementation Agreement (PIA) (1 Page)

PRICING CHANGES:

Previous Total Contract Value:	\$Total Value of All Authorized CWAs
Addition or Deduction:	\$Total Value of All Authorized CWAs
Revised Total Contract Value:	\$Total Value of All Authorized CWAs

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: TRC SOLUTIONS, INC	
Signature	DocuSigned by: <i>Jamie Martin</i> 6D3EF2C3A0804C3...	Signature	DocuSigned by: <i>Roger D. Flanagan</i> 2C7E404BD00045B...
Name	Jamie Martin	Name	Roger D. Flanagan
Title	Chief Procurement Office and Vice President	Title	Senior Vice President
Date	10/27/2020	Date	10/27/2020



Change Order No. 01
 Contract No. C22092
 Page 2 of 4

ADMINISTRATION			
PG&E Negotiator	Tony Abdulla	Contractor Representative	Roger D. Flanagan
Phone	628-219-3229	Phone	
Email:	TCA2I@pge.com	Email:	rdflanagan@trccompanies.com
Accounting Reference			
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.			
		The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com	
Send ORIGINAL Invoice to:		PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760	
Send Invoice COPY to:			

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law



Attachment A
COVID-19 Addendum

COVID-19. The Parties acknowledge that they are entering into this agreement with knowledge of the existing global COVID-19 pandemic. Despite the existence of the pandemic, the Parties currently believe that they can perform their respective obligations under this contract. The Parties recognize that during performance of the contract, the pandemic and associated governmental actions might result in work restrictions, office closures, restricted hours, shortages of equipment and materials, lockdowns and the like which could temporarily interfere with the Parties' ability to perform their obligations under this contract. If a Party experiences such a delay, it shall provide prompt written notice to the other Party of the fact of delay and of the circumstances delaying performance, and shall continue to keep the other Party updated. The Parties agree to cooperate with each other and to employ reasonable mitigation measures to minimize the delay and its effects, including but not limited to negotiation of reasonable contract change orders if necessary.

Revision to the Program Implementation Agreement (PIA)

TRC Solutions, Inc.

MSA C22090 Change Order 1

Page 1 of 4

The purpose of this change order to the Program Implementation Agreement (Agreement) is to correct a numerical typographical error in the Agreement's Section 18.8(a) Order of Precedence in accordance with the CPUC directive.

The Parties agree in Section 18.8(a) Order of Precedence under the Agreement to delete the referenced #9 pertaining to the paragraph for the Dispute Resolution Process and replace it with #10 correctly reflecting its location in the Agreement.

Attachment 4

kW Engineering Program Contract



Contract Change Order

This is Change Order ("CO") No. 1 to Contract No. C22006 dated 6/3/2020 between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Contractor's Legal Name: Kilowatt Engineering, Inc

This Contract Change Order consists of 4 page(s).

Contractor's Address: 287 17TH Street
Suite 300
Oakland, CA 94612

Project Name: Third-Party Energy Efficiency Smart Labs Program

Job Location: PG&E Territory

CHANGES: The Parties hereby modify the Contract referenced above as follows:

This Contract Change Order No. 1 shall update the Program Implementation Agreement, Section 18.8(a) Order of Precedence, as further described in the attached Revision to the Program Implementation Agreement (PIA).

ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.

Attachment A: COVID-19 Addendum – Page 3

Revision to the Program Implementation Agreement (PIA) – Page 4


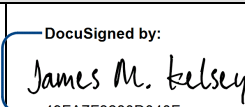
PRICING CHANGES:

Previous Total Contract Value:	\$ Total Value of All Authorized CWAs
Addition or Deduction:	\$ Total Value of All Authorized CWAs
Revised Total Contract Value:	\$ Total Value of All Authorized CWAs

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.

Contractor represents and warrants that it: (1) has not yet started the Work described in this Change Order, or (2) commenced the Work after receiving an approved field authorization (which includes an approved Unifier RFI) for this Work, or (3) has reported commencement of this Work before approval of a field authorization or issuance of this Change Order to the PG&E Supply Chain organization through: https://afporegistration-d457b1be4.dispatcher.us2.hana.ondemand.com/index.html?hc_reset

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: KILOWATT ENGINEERING, INC.	
Signature	DocuSigned by:  7346F902DECD442...	Signature	DocuSigned by:  49FA7F3280D040F...
Name	Adrienne Brown	Name	James M. Kelsey
Title	Portfolio Manager	Title	President
Date	10/21/2020	Date	10/21/2020



ADMINISTRATION			
PG&E Negotiator	Bella Shamoun	Contractor Representative	James M. Kelsey
Phone	415-973-2402	Phone	510-834-6420
Email:	B2Sx@pge.com	Email:	kelsey@kw-engineering.com
Accounting Reference	CW2334086		
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.		The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com	
		Send ORIGINAL Invoice to: PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760	
		Send Invoice COPY to: Mathew Braunwarth MPBb@pge.com	

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law



Attachment A **COVID-19 Addendum**

COVID-19. The Parties acknowledge that they are entering into this agreement with knowledge of the existing global COVID-19 pandemic. Despite the existence of the pandemic, the Parties currently believe that they can perform their respective obligations under this contract. The Parties recognize that during performance of the contract, the pandemic and associated governmental actions might result in further work restrictions, office closures, restricted hours, shortages of equipment and materials, lockdowns and the like which could temporarily interfere with the Parties' ability to perform their obligations under this contract. If a Party experiences such a delay, it shall provide prompt written notice to the other Party of the fact of delay and of the circumstances delaying performance, and shall continue to keep the other Party updated. The Parties agree to cooperate with each other and to employ reasonable mitigation measures to minimize the delay and its effects, including but not limited to negotiation of reasonable contract change orders if necessary.

Revision to the Program Implementation Agreement (PIA)

The purpose of this change order to the Program Implementation Agreement (Agreement) is to correct a numerical typographical error in the Agreement's Section 18.8(a) Order of Precedence in accordance with the CPUC directive.

The Parties agree in Section 18.8(a) Order of Precedence under the Agreement to delete the referenced #9 pertaining to the paragraph for the Dispute Resolution Process and replace it with #10 correctly reflecting its location in the Agreement.

Certificate Of Completion

Envelope Id: 654390F29B1E4BAAAD0EFCB795379AE6	Status: Completed
Subject: CW2334086 - CCO1 MSA C22006 Kilowatt Engineering Inc Final 102120.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Martin Garcia
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	77 Beale Street
	San Francisco, CA 94105
	M9GU@pge.com
	IP Address: 216.109.110.11

Record Tracking

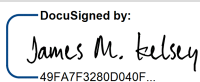
Status: Original	Holder: Martin Garcia	Location: DocuSign
10/21/2020 3:24:31 PM	M9GU@pge.com	

Signer Events

James M. Kelsey
kelsey@kw-engineering.com
President

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

49FA7F3280D040F...

Signature Adoption: Pre-selected Style
Using IP Address: 69.170.25.186

Timestamp

Sent: 10/21/2020 3:26:00 PM
Viewed: 10/21/2020 4:50:12 PM
Signed: 10/21/2020 4:54:01 PM

Electronic Record and Signature Disclosure:
Accepted: 10/21/2020 4:50:12 PM
ID: 1ecd738a-b0ad-4dd2-ae53-3f091e17fabe

Adrienne Brown
AMBZ@pge.com
Portfolio Manager

Pacific Gas & Electric Company
Security Level: Email, Account Authentication
(None)

DocuSigned by:

7315F902DECD412...

Signature Adoption: Pre-selected Style
Using IP Address: 131.89.195.95

Sent: 10/21/2020 4:54:02 PM
Viewed: 10/21/2020 5:37:52 PM
Signed: 10/21/2020 5:38:00 PM

Electronic Record and Signature Disclosure:
Accepted: 10/21/2020 5:37:52 PM
ID: 16cff3a1-59fb-4474-b07e-b011699cfe2f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/21/2020 4:54:02 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	10/21/2020 5:37:52 PM
Signing Complete	Security Checked	10/21/2020 5:38:00 PM
Completed	Security Checked	10/21/2020 5:38:00 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, PG&E (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact PG&E:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: pcpc@pge.com

To advise PG&E of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at pcpc@pge.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from PG&E

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to pcpc@pge.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with PG&E

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to pcpc@pge.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify PG&E as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by PG&E during the course of my relationship with you.

Attachment 5

Willdan Program Contract



Contract Change Order

This is Change Order ("CO") No. 01 to Contract No. C22095 dated June 2, 2020 between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Contractor's Legal Name: Willdan Energy Solutions

This Contract Change Order consists of 4 page(s).

Contractor's Address: 2401 E. Katella Ave., Suite 300
Anaheim, CA 92806

Project Name:

Job Location:

CHANGES: The Parties hereby modify the Contract referenced above as follows:

Contract Change Order 1 shall update the Program Implementation Agreement, Section 18.8(a) Order of Precedence, as further described in the attached Revision to the Program Implementation Agreement (PIA).

ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.

Attachment A COVID-19 Addendum (1 page)

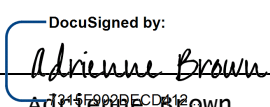
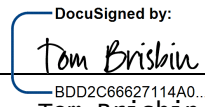
Revision to the Program Implementation Agreement (PIA) (1 Page)

PRICING CHANGES:

Previous Total Contract Value:	\$Total Value of All Authorized CWAs
Addition or Deduction:	\$Total Value of All Authorized CWAs
Revised Total Contract Value:	\$Total Value of All Authorized CWAs

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: Willdan Energy Solutions	
Signature	 DocuSigned by: Adrienne Brown	Signature	 DocuSigned by: Tom Brisbin
Name	Adrienne Brown	Name	Tom Brisbin
Title	Portfolio Manager	Title	Chairman of the Board
Date	10/27/2020	Date	10/27/2020



Change Order No. 01

Contract No. C22095

Page 2 of 2

ADMINISTRATION				
PG&E Negotiator	Paula Paschal	Contractor Representative	Tom Brisbin	
Phone	415-416-8219	Phone	626-893-9448	
Email:	Paula.Paschal@pge.com	Email:	tbrisbin@willdan.com	
Accounting Reference				
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.		The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com		
		Send ORIGINAL Invoice to:	PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760	
		Send Invoice COPY to:		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law



Attachment A
COVID-19 Addendum

COVID-19. The Parties acknowledge that they are entering into this agreement with knowledge of the existing global COVID-19 pandemic. Despite the existence of the pandemic, the Parties currently believe that they can perform their respective obligations under this contract. The Parties recognize that during performance of the contract, the pandemic and associated governmental actions might result in further work restrictions, office closures, restricted hours, shortages of equipment and materials, lockdowns and the like which could temporarily interfere with the Parties' ability to perform their obligations under this contract. If a Party experiences such a delay, it shall provide prompt written notice to the other Party of the fact of delay and of the circumstances delaying performance, and shall continue to keep the other Party updated. The Parties agree to cooperate with each other and to employ reasonable mitigation measures to minimize the delay and its effects, including but not limited to negotiation of reasonable contract change orders if necessary.

Revision to the Program Implementation Agreement (PIA)

Willdan Energy Solutions
MSA C22095 Change Order 1
Page **1** of **1**

The purpose of this change order to the Program Implementation Agreement (Agreement) is to correct a numerical typographical error in the Agreement's Section 18.8(a) Order of Precedence in accordance with the CPUC directive.

The Parties agree in Section 18.8(a) Order of Precedence under the Agreement to delete the referenced #9 pertaining to the paragraph for the Dispute Resolution Process and replace it with #10 correctly reflecting its location in the Agreement.

Attachment 6

AESC Program Contract



Contract Change Order

This is Change Order ("CO") No. 01 to Contract No. C22094 dated June 2, 2020 between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Contractor's Legal Name: Alternative Energy Systems Consulting, Inc.

This Contract Change Order consists of 4 page(s).

Contractor's Address: 5927 Balfour Court# 213
Carlsbad, CA 92008

Project Name:

Job Location:

CHANGES: The Parties hereby modify the Contract referenced above as follows:

Contract Change Order 1 shall update the Program Implementation Agreement, Section 18.8(a) Order of Precedence, as further described in the attached Revision to the Program Implementation Agreement (PIA).

ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.

Attachment A COVID-19 Addendum (1 page)

Revision to the Program Implementation Agreement (PIA) (1 Page)

PRICING CHANGES:

Previous Total Contract Value:	\$Total Value of All Authorized CWAs
Addition or Deduction:	\$Total Value of All Authorized CWAs
Revised Total Contract Value:	\$Total Value of All Authorized CWAs

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: Alternative Energy Systems Consulting, Inc	
Signature	 7315E902DECD412...	Signature	 6099FF59A20F433...
Name	Adrienne Brown	Name	Antonio Corradini
Title	Portfolio Manager	Title	CEO
Date	10/23/2020	Date	10/23/2020



Change Order No. 01

Contract No. C22094

Page 2 of 2

ADMINISTRATION				
PG&E Negotiator	Paula Paschal	Contractor Representative	Mary Kruse	
Phone	415-416-8219	Phone	858-354-0201	
Email:	Paula.Paschal@pge.com	Email:	mkruse@aesc-inc.com	
Accounting Reference				
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.		The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com		
		Send ORIGINAL Invoice to:	PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760	
		Send Invoice COPY to:		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law



Attachment A
COVID-19 Addendum

COVID-19. The Parties acknowledge that they are entering into this agreement with knowledge of the existing global COVID-19 pandemic. Despite the existence of the pandemic, the Parties currently believe that they can perform their respective obligations under this contract. The Parties recognize that during performance of the contract, the pandemic and associated governmental actions might result in further work restrictions, office closures, restricted hours, shortages of equipment and materials, lockdowns and the like which could temporarily interfere with the Parties' ability to perform their obligations under this contract. If a Party experiences such a delay, it shall provide prompt written notice to the other Party of the fact of delay and of the circumstances delaying performance, and shall continue to keep the other Party updated. The Parties agree to cooperate with each other and to employ reasonable mitigation measures to minimize the delay and its effects, including but not limited to negotiation of reasonable contract change orders if necessary.

Revision to the Program Implementation Agreement (PIA)
Alternative Energy Systems Consulting, Inc.
MSA C22094 Change Order 1
Page **1** of **1**

The purpose of this change order to the Program Implementation Agreement (Agreement) is to correct a numerical typographical error in the Agreement's Section 18.8(a) Order of Precedence in accordance with the CPUC directive.

The Parties agree in Section 18.8(a) Order of Precedence under the Agreement to delete the referenced #9 pertaining to the paragraph for the Dispute Resolution Process and replace it with #10 correctly reflecting its location in the Agreement.

**PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV**

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Cenergy Power
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell

Downey & Brand
East Bay Community Energy
Ellison Schneider & Harris LLP
Energy Management Service
Engineers and Scientists of California

GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz &
Ritchie
Green Power Institute
Hanna & Morton
ICF
IGS Energy
International Power Technology
Intestate Gas Services, Inc.
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

Office of Ratepayer Advocates
OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Semptra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy