

- First
 Second
 Third

Amendment to Standard City of San José Consultant Agreement
(Non-Capital Projects)

Consultant's Name: Frontier Energy, Inc.

(Standard Agreement AC No. 666140-002)

This Amendment is made and entered into this 9th day of June, 2022. The City and Consultant amend the above-reference agreement as set forth herein.

-
1. Capitalized words in this Amendment have the same meaning as in the Agreement.
 2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
 3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
 4. **Agreement Term:** Subsection 2.1 is amended to extend the expiration date from September 30, 2022 to May 31, 2023.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$120,000 to \$200,000.
 6. **Agreement Section(s):** Section 11 is amended and Section 22 is added to read as set forth in Attachment A of the Amendment.
 7. **Scope of Basic Services – Exhibit A:** The original First Revised Second Revised Exhibit A is amended to read as set forth in the attached First Second Third Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. **Compensation – Exhibit B:** The original First Revised Second Revised Exhibit B is amended to read as set forth in the attached First Second Third Revised Exhibit B, which is incorporated by reference into this Amendment.
 9. **Additional Services:** The Consultant is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
 10. **Non-Disclosure Agreement – Exhibit E:** Exhibit E, which is incorporated by reference into this Amendment, is added to the Agreement.
-

This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

Consultant

By

Lori Mitchell
Lori Mitchell (Jun 9, 2022 17:01 PDT)

Name: Lori Mitchell **Date**
Title: Director, Community Energy Department

By

Jean Krausse
Jean Krausse (Jun 9, 2022 09:29 CDT)

Name: Jean Krausse **Date**
Title: Vice President, Frontier Energy, Inc.

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

(Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

Approved as to Form:

Lynne Lampros

Name: Lynne Lampros **Date**
Sr. Deputy City Attorney

First

Attachment A

Second

Agreement Provision Amendment(s)

Third

(Non-Capital Project)

This Attachment A is an attachment to the First Second Third amendment to Agreement.

The Sections set forth in the original Agreement, or in any previous amendment to the original Agreement, are amended as follows:

Section 11, entitled "INDEMNIFICATION," is amended to read as follows:

- 11.1 Obligation:** The Consultant shall defend, indemnify, and hold harmless the City and its officers, employees and agents against all claims, losses, damages, injuries, expenses or liabilities that – directly or indirectly, or in whole or in part - arise out of, pertain to, or relate to any of the following:
- The Consultant’s negligent performance of all or any part of the Basic Services and any Additional Services; or
 - Any negligent act or omission, recklessness, or willful misconduct of the Consultant, any of its Subcontractors, anyone directly or indirectly employed by either the Consultant or any of its Subcontractors, or anyone that they control; or
 - Any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person(s) caused by the City’s use of any services, deliverables or other items provided by the Consultant pursuant to the requirements of this Agreement; or
 - Any violation of Consultant’s confidentiality obligations or Consultant’s use of confidential data for Consultant’s personal gain; or
 - Any breach of this Agreement.
- 11.2 Limitation on Obligation:** The obligation in Subsection 11.1 above shall not apply to the extent that any claim, loss, damage, injury, expense or liability results from the sole negligence or willful misconduct of the City or its officers, employees or agents.
- 11.3 Duty to Defend:** The Consultant’s obligation in Subsection 11.1 above applies to the maximum extent allowed by law and includes defending the City, its officers, employees and agents as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City’s written request, the Consultant, at its own expense, shall defend any suit or action that is subject to the obligation in Subsection 11.1 above.
- 11.4 Insurance:** The City’s acceptance of any insurance in accordance with Section 12 does not relieve the Consultant from its obligations under this Section 11. The Consultant’s obligations under this Section 11 apply whether or not the insurance required by the Agreement covers any damages or claims for damages.
- 11.5 Survival:** The Consultant’s obligations under this Section 11 survive the expiration or earlier termination of the Agreement.

A new Section 22, entitled "USE OF CONFIDENTIAL INFORMATION AND CONFIDENTIALITY," is added as follows:

22. USE OF CONFIDENTIAL INFORMATION AND CONFIDENTIALITY

22.1 Confidential Information: Consultant will receive and have access to San José Clean Energy ("SJCE") customer lists, PG&E customer data, SJCE usage data and other proprietary or personal customer information. All customer information and SJCE proprietary or operational information, including without limitation, names, addresses, electricity usage information, phone numbers, SJCE data, total load data, and Consultant proprietary information is "Confidential Information" and must be kept confidential and handled in accordance with this Agreement. Consultant recognizes and understands that the City operates in an open and transparent manner under the California Public Records Act. Consultant must clearly identify in writing on the document or material it believes to be proprietary information and state the specific provision in the Public Records Act that provides the exemption as well as the factual basis for claiming the exemption.

22.2 Nondisclosure and Nonuse of Confidential Information: The Parties agree to protect Confidential Information, using at least the same degree of care that each Party uses to protect its own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. Consultant agrees to use Confidential Information obtained in performing the work under this Agreement for the sole purpose of providing services to the City, SJCE and SJCE customers to the extent necessary to perform under this Agreement. Consultant shall not disclose, publish or disseminate Confidential Information to anyone other than the City and those of its employees and City's authorized contractors who have a need to know in order to perform the Scope of Services in this Agreement and who are bound by a written agreement that prohibits unauthorized disclosure or use of Confidential Information. Consultant will be responsible for any violation of the terms of this Agreement by its employees and Subcontractors. Consultant agrees not to use Confidential Information for any other purpose or for its own or any third party's benefit without the prior written consent of the Director and the customer providing the information in each instance. Consultant may disclose Confidential Information to the extent required by law, provided Consultant gives City and customer notice of such requirement prior to any disclosure and takes reasonable steps to obtain protective treatment of the Confidential Information, unless such notice is otherwise prohibited by law.

With respect to information that Consultant has identified as proprietary information pursuant to Section 22.1, above, and although the California Public Records Act recognizes that certain confidential information may be protected from disclosure (e.g. trade secret information), the City may not be in a position to establish that the information that Consultant submits is a trade secret or otherwise may be excluded from release under the Public Records Act. Prior to any disclosure to a third party of information identified in writing as "Confidential", "Trade Secret" or "Proprietary", the City will provide Consultant notice of the proposed disclosure with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Notice under this Section may be given via electronic mail without the requirement for a written notice of receipt. If Consultant does not seek protection from the court, the Parties agree that the City in its independent discretion may release the document(s) in which case, no liability will attach to the City under this Agreement and the City will not be deemed in default of the mutual confidentiality obligations in this Section 22.

Notwithstanding any limitations in Section 11, above, in the event of a legal challenge relating to the City's withholding of Consultant Confidential Information from release under the Public Records Act, Consultant Agrees to indemnify, defend, protect, and hold the City harmless, with counsel reasonably acceptable to the City, from and against any and all expenses, claims, costs, attorneys' fees, damages, and penalties.

22.3. License to Confidential Information: Except as expressly set forth in this Agreement, no license or other rights to Confidential Information are granted or implied and City retains all of its rights therein.

22.4 No Warranty: All information is provided "AS IS," and without any warranty, whether express or implied, as to its accuracy or completeness.

22.5 Chain of Custody: Consultant will document the electronic receipt of all tangible Confidential Information that is specifically identified or marked as such whether received from the City or PG&E. City acknowledges that all City

employees granted logins to the Customer Information System or any other database created or utilized by Consultant have access to a log of all Confidential Information received throughout the term of this Agreement. City further acknowledges that all City employees granted logins to the Customer Information System have access to a log of all users with access to Confidential Information. This log will include name of user, and time and date of logins during which time a user *may have* accessed Confidential Information.

22.6 Disposition of Confidential Information Upon Termination of Agreement: Upon expiration or termination of this Agreement, Consultant will give City a description of all Confidential Information it has in its possession. City, in its sole discretion will direct Consultant to return or delete, in whole or in part, all Confidential Information under the control of Consultant, without retaining any electronic or tangible copies thereof.

22.7 PG&E Requirements: Consultant must comply with all PG&E Confidentiality requirements respecting PG&E Customer data for all Confidential Information that Consultant receives from PG&E. Consultant shall comply with the Non-Disclosure Agreement set forth in Exhibit E. Exhibit E must be executed by each Consultant employee individually who will utilize the Confidential Information or may have access to the Confidential Information.

22.8 Intentionally Omitted.

22.9 Equitable Relief: Consultant agrees that City will have the right to seek and obtain immediate injunctive relief to enforce confidentiality obligations under this Agreement in addition to any other rights and remedies it may have.

22.10 No Export: Consultant agrees that no Confidential Information, or any portion thereof, will be exported to any country in violation of the United States Export Administration Act and regulations thereunder, or any other applicable export control laws or regulations.

22.11 Exceptions: The obligations imposed by Section 22 herein do not apply, or will cease to apply, to any Confidential Information if or when, but only to the extent that, such Confidential Information:

22.11.1 was known to Consultant prior to the receipt of the Confidential Information; or

22.11.2 was, or becomes through no breach of Consultant's obligations hereunder, known to the public; or

22.11.3 becomes known to Consultant from sources other than the City under circumstances not involving any breach of any confidentiality obligation; or

22.11.4 is independently developed by Consultant, as evidenced by the written records thereof.

22.11.5 is disclosed through legal process as more fully described in 22.2, above.

In the event of dispute regarding the use of Confidential Information, Consultant will have the obligation to establish that any of the above exceptions apply.

22.12 Survival of this Provision: The confidentiality obligations in this Section 22, including the indemnity obligations, will survive the expiration or early termination of this Agreement.

**Revised EXHIBIT A: SCOPE OF BASIC SERVICES
(Non-Capital Projects)**

The Consultant shall provide services and deliverables as set forth in this **Exhibit A**. The Consultant shall provide all services and deliverables required by this **Exhibit A** to the satisfaction of the Director.

General Description of Project: On January 16, 2014, the California Public Utilities Commission ("CPUC") issued a decision that established the rules for Community Choice Aggregators, such as San Jose Clean Energy, to file advice letters to administer Energy Efficiency Programs for their own customers. San Jose Clean Energy intends to pursue Energy Efficiency programs through the CPUC which will align with Climate Smart San Jose strategy 2.2 by helping to reduce building energy use and reduction greenhouse gas emissions. Consultant will support City in pursuit of Energy Efficiency program administration by determining available funding, designing programs, coordinating key stakeholders, and supporting with application to the CPUC.

Task No. 1: Feasibility Assessment for Energy Efficiency Program Administration

The purpose of this task is to assist San Jose Clean Energy with determining the CPUC program administration options that are best suited to San Jose Clean Energy's programs and customer service goals.

Subtask No. 1.1: Funding Determination

- A. Services:** The Consultant shall evaluate the maximum, and or potential, funding available to San Jose Clean Energy for program administration under the Elect to Administer pathway. The Consultant shall review the calculation performed by San Jose Clean Energy to confirm accuracy and make recommendations to adjust the inputs. The Consultant shall provide a recommendation on the type and scale of cost-effective program(s) based on the available funding.

- B. Deliverable:**
 - 1) Hold one (1) in-person kick off meeting between Frontier Energy and San Jose Clean Energy staff.
 - 2) One (1) written recommendation on feasibility of available funding to meet San Jose Clean Energy program goals. The Consultant will submit their recommendation in either PowerPoint presentation or PDF format sent by email.

- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
 - On or before the following date: _____.
 - On or before 15 Business Days from contract execution.

Subtask No. 1.2: Market Assessment

- A. Services:** The Consultant shall undertake the assessment in two steps: 1. An initial, less detailed market scan and evaluation of Investor Owned Utility programs to inform a gaps analysis; 2. A more detailed data analysis of the specific sectors that will be proposed for program funding. The Consultant will conduct a market assessment, including market characterization and market potential; perform research to inform this assessment consistent with client-provided information and available budget; and Support with data requests to CPUC and PG&E, and analyze data received.
- B. Deliverable:**
- 1) The results of the initial market scan for gap analysis provided to San Jose Clean Energy in either PowerPoint presentation or PDF format sent by email.
 - 2) One (1) written market assessment for incorporation into Elect To Administer documentation provided to San Jose Clean Energy in either PowerPoint presentation or PDF format sent by email.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: _____.
- On or before 30 Business Days from contract execution.

Subtask No. 1.3: Apply to Administer Pathway Summary

- A. Services:** The Consultant shall summarize the steps and resources known or assumed to be required for San Jose Clean Energy to pursue funding for program administration through the CPUC's Apply to Administer pathway. The Consultant shall a) Summarize key differences between the Elect To Administer and Apply To Administer pathways in terms of program and funding opportunities, b) Identify the specific steps required for Apply To Administer submittal and ongoing program administration, highlighting points of difference between the Elect To Administer and Apply To Administer pathways including but not limited to initial filings, annual filings for ongoing program administration, and reporting requirements, and c) Discuss staffing and other resource requirements as known to pursue and secure approval for program administration under the Apply To Administer pathway.
- B. Deliverable:**
- 1) One (1) Apply to Administer Pathway Summary Report provided to the City in either PowerPoint presentation or PDF format sent by email.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: _____.
- On or before 110 Business Days from contract execution.

Task No. 2: Support Elect To Administer Submittal Process

The purpose of this task is to assist San Jose Clean Energy with developing documentation as required for the Elect To Administer pathway, submit required documentation, solicit and respond to stakeholder feedback to submittals as necessary, and work with San Jose Clean Energy to refine submittals based on evolving CPUC requirements and or stakeholder feedback that may be critical to securing CPUC approval of funding.

Subtask No. 2.1: Program Ideation and Program Design

A. Services: The Consultant shall work collaboratively with San Jose Clean Energy to understand how their program goals align with Market Assessment and San Jose Clean Energy customer priorities. This will start with two (2) interactive and collaborative in-person work sessions with San Jose Clean Energy to focus, hone, and refine the proposed sectors, strategies, and goals for its programs. The Consultant shall a) Facilitate discussion with San Jose Clean Energy on potential program designs, b) Review existing San Jose Energy Watch and San Jose Clean Energy program participation, c) Identify high opportunity energy savings potential and targets by building type and demographic/customer segments using the California Potential and Goals Study, the California Energy Commission's Residential Appliance Saturation Study and associated Database, the American Community Survey, the Construction Industry Research Board, and other primary and secondary sources and reports, d) Review customer outreach and engagement channels, as well as consider existing project and program opportunities that can be leveraged, and e) Develop and get San Jose Clean Energy feedback on 2-3 high level program design concepts.

B. Deliverable:

- 1) Three to four program design work sessions to develop initial program and portfolio strategy.
- 2) Two to three (2-3) high level program design concepts, including discussion of target customers, eligible measures, energy savings potential and energy savings platform/approach, and alignment/coordination with other active programs provided to the City in either PowerPoint presentation or PDF format sent by email.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

On or before the following date: _____.

On or before 80 Business Days from contract execution.

Subtask No. 2.2: Stakeholder Coordination

A. Services: The purpose of this task is to assist San Jose Clean Energy with developing documentation as required for the ETA pathway, submit required documentation, solicit and respond to stakeholder feedback to submittals as necessary, and work with San Jose Clean Energy to refine submittals based on evolving CPUC requirements and/or stakeholder feedback that may be critical to securing CPUC approval of funding. The Consultant shall a) collaborate with San Jose Clean Energy to inform coordination with regulatory parties and stakeholders, b) socialize the proposed program designs with Energy Division staffers and regulatory stakeholders, c) support responses to comments and protest from stakeholders and intervenors, d) prepare draft presentations for use in stakeholder meetings, including presentations to San Jose Clean Energy staff, stakeholders, and boards.

B. Deliverable:

- 1) Stakeholder coordination support including agenda development and summary notes consistent with available budget provided to San Jose Clean Energy in either a Word document or PDF format sent by email.
- 2) Up to two (2) draft presentations summarizing proposed program designs and associated San Jose Clean Energy program and customer service goals for Energy Efficiency program administration provided to San Jose Clean Energy in either PowerPoint presentation or PDF format sent by email.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: _____.
- On or before 185 Business Days from contract execution. City and Consultant may adjust this in writing if City determines sufficient stakeholder feedback has not been received by this date.

Subtask No. 2.3: Cost Effectiveness and Technical Support

A. Services: Based on proposed program concepts the Consultant shall a) research energy efficiency measures relevant to proposed program designs, and b) prepare cost-effectiveness calculations and estimated savings impacts in line with California Public Utilities Commission targets and requirements.

B. Deliverable:

- 1) Up to six (6) iterations of Cost Effectiveness Tool inputs and outputs, including resulting Total Resource Cost and other cost-effectiveness calculations, for review and comment, provided to San Jose Clean Energy in either Excel or PowerPoint presentation.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: _____.
- On or before 120 Business Days from contract execution. City and Consultant may adjust this in writing if City determines sufficient stakeholder feedback has not been received by this date.

Subtask No. 2.4: Support for Tier 3 Advice Letter Creation

A. Services: The Consultant shall collaborate with San Jose Clean Energy to author the program plan and respond to criteria of Public Utility Code 381.1 (e)-(f). This includes a) assist with review of San Jose Clean Energy Drafted Advice Letter b) describe proposed programs with appropriate detail, c) Integrate findings as necessary from Market Assessment and Cost-Effectiveness tasks and d) support development of: program budgets; strategic framework, initial goals and intervention strategies, and detailed sector strategies and narratives.

B. Deliverable:

- 1) One (1) program plan and Advice Letter content necessary for Elect To Administer submittal provided to San Jose Clean Energy in either a Word document or email.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

On or before the following date: _____.

On or before 100 Business Days from contract execution. City and Consultant may adjust this in writing if City determines applicable CPUC guidance on requirements for the ETA Pathway necessitate a later due date.

Subtask No. 2.5: CPUC Energy Division Support

A. Services: The Consultant shall do the following key services and products for regulatory proceeding support with the CPUC: a) support San Jose Clean Energy's discussion and negotiate comments and revisions on Elect To Administer submittals with CPUC staff, b) track, research, and analyze regulatory and legislative proceedings, c) provide guidance on regulatory proceedings including drafting comments, responses, and addressing protests, d) develop and implement reporting protocols and schedules; coordinate and oversee reporting activities with program implementers, and e) support San Jose Clean Energy staff with inputs to regulatory filing protocol.

B. Deliverable:

- 1) Reporting protocol and schedule development provided to San Jose Clean Energy either a Word document or PowerPoint presentation sent by email.
- 2) Guidance to prepare for CPUC meetings provided to San Jose Clean Energy in either a Word document or PowerPoint presentation sent by email.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

On or before the following date: _____.

On or before 185 Business Days from contract execution. City and Consultant may adjust this in writing if City determines applicable CPUC guidance on requirements for the ETA Pathway necessitate a later due date.

Subtask No. 2.6: Legislative and Regulatory Guidance

A. Services: The Consultant shall provide SCJE staff with information related to key changes and activities within the CPUC, the CEC, and state legislation that would impact the administration of SCJE's energy efficiency programs. Information will be shared through email and meeting updates, and is proposed to include information such as CPUC energy efficiency proceedings, changes in CPUC reporting protocols, changes to local and state building codes, and new funding announcements aligned with SCJE's communicated energy efficiency program interests.

B. Deliverable:

- 1) Compiled tracking list of referred information on key regulatory and statutory updates released by CPUC, CEC, and the state legislature with the period of performance.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

On or before the following date: _____.

On or before 185 Business Days from contract execution. City and Consultant may adjust this in writing if City determines applicable CPUC guidance on requirements for the ETA Pathway necessitate a later due date.

Task No. 3: Technical Advice on Program Design, Implementation, and Oversight

A. Services:

- Review Scope of Work for Program implementer, program documents in order to become familiar with programs
- Review SJCE 'Elect to Administer' filing and resolutions
- Provide assessment and technical review of data integration points between program data export and CPUC system data import to ensure all data points are being provided for compliance with CPUC resolution
 - When requested, attend meetings with Program Implementer and SJCE staff to help ensure program development complies with CPUC regulations ahead of program launch
- Use technical expertise to provide assessment of CPUC resolution and program design to ensure all performance and compliance metrics are identified and are accounted for in the program design to ensure compliance during implementation of the programs, including demographic targets and cost-effectiveness performance metrics. Activities may include:
 - Contribute industry experience to conversations to help ensure SJCE's program goals are being addressed by Program implementer strategies
 - Respond to questions from SJCE staff related to program design and development
 - Support established SJCE program goals (e.g., reaching Disadvantaged Communities, middle-income customers) in program development process, ensure that proposed strategies from Program Implementer align with these goals
 - Create a progress tracking document to support tracking program activities towards program goals
 - Review and provide feedback for drafted program documents, including but not limited to program manuals, implementation plans from Program implementer
 - After program launch, provide program oversight for initial months of program
 - Hold one-hour meetings scheduled every two weeks to discuss program progress
 - Track program accomplishments against goals using developed progress tracking document
 - Support handoff to staff for reporting and overall program oversight

B. Deliverable:

- A. Create a progress tracking document to support tracking program activities towards program goals
- B. Feedback on drafted program documents, including but not limited to program manuals, implementation plans from Program implementer
- C. Provide summary report/standard operating procedure documenting data integration points between program data export and CPUC system data

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: September 30, 2022
- On or before ____ Business Days from contract execution.

Task No. 4: CPUC Reporting Support

A. Services:

- Coordinate with Program Implementer (with SJCE in copy) to receive monthly data submissions via SFTP.
 - Submissions will come in CEDARS Monthly Report format and CEDARS Quarterly Report format.
- Coordinate with SJCE staff to acquire monthly cost data for inclusion in CEDARS Monthly Reports
- Perform quality control (QC) on monthly data submissions in relation to CEDARS specifications and in relation to ongoing program activities.
- Upload CEDARS monthly reports to CEDARS, notify SJCE staff for approval/confirmation.
- Upload CEDARS Quarterly Reports to CEDARS, notify SJCE staff for approval/confirmation.
- Provide feedback to Program Implementer (with SJCE in copy) for substantive data issues that require correction (project-level data that only the Program Implementer has access to).
- Correct data issues related to CEDARS specification when needed. Provide feedback to Program Implementer (with SJCE in copy) to fix data issues in subsequent submissions.
- Attend Reporting PCG meetings on behalf of SJCE, provide PCG notes to SJCE staff.
- Support true up and annual report.

B. Deliverable:

- 1) CEDARS monthly, quarterly, and annual reports

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: May 31, 2023
- On or before ___ Business Days from contract execution.

Revised Exhibit B: Compensation (Non-Capital Projects)

This revised Exhibit B is an attachment to the First Second Third amendment to the Agreement.

Section 1 – Compensation Table

Part 1 – Compensation for Basic Services				
Column 1	Column 2	Column 3	Column 4	Column 4
Task Nos.	Basis of Compensation	Invoice Period	Compensation	Compensation
1	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$21,800
2	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$88,600
3	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$15,000
4	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$65,000
Part 2 – Reimbursable Expenses				
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:		
		\$		
Part 3 – Subconsultant Costs				
<input checked="" type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are not separately compensable.		<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of compensation for subconsultant costs is:		
		\$		
Part 4 – Additional Services				
<input type="checkbox"/> No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.		<input checked="" type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:		
		\$9,600		
		Maximum Total Compensation (sum of Parts 1 through 4):		
		\$200,000		

Section 2 – Schedule of Rates and Charges

- Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Consultant for any Basic Services on a “time & materials” basis.
- The following is the Schedule of Rates and Charges applicable to this Agreement:

Frontier Energy Rate Table

Category Title	2022	2023
President	\$ 300	\$ 305
Vice President	\$ 295	\$ 300
Sr. Director	\$ 295	\$ 300
Director / Principal Consultant	\$ 275	\$ 280
Sr. Manager / Engineering Manager	\$ 245	\$ 250
Manager	\$ 218	\$ 222
Sr. Engineer / Sr. Program Manager	\$ 198	\$ 202
Engineer / Program Manager	\$ 165	\$ 168
Sr. Program Consultant / Sr. Analyst	\$ 150	\$ 153
Program Consultant / Analyst	\$ 130	\$ 132
Sr. Program Coordinator / Sr. Technician	\$ 110	\$ 112
Program Coordinator / Technician	\$ 95	\$ 97
Program Associate	\$ 79	\$ 81
Administrative	\$ 75	\$ 75

EXHIBIT C: INSURANCE REQUIREMENTS

Consultant, at Consultant's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/ aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, employees, agents and contractors; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Consultant; products and completed operations of Consultant; premises owned, leased or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and contractors.
- b. Consultant's insurance coverage shall be primary insurance as respects City, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents or contractors shall be excess of Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided City, its officers, employees, agents, or contractors.
- d. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. Verification of Coverage

Consultant shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address or any subsequent address as may be directed in writing by the Risk Manager:

City of San Jose – Finance Department
Risk & Insurance
200 East Santa Clara St., 14th Floor
San Jose, CA 95113-1905

G. Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT E: NON-DISCLOSURE AGREEMENT



COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into by and between Pacific Gas and Electric Company ("Utility") and _____ [name] _____, a _____ [describe political entity] _____ ("CCA") as of _____ ("Effective Date"). This Agreement is executed pursuant to California Public Utilities Commission ("CPUC") Order Instituted Rulemaking ("OIR") 03-10-003, California Public Utilities Code ("PU Code") Section 366.2 et seq., and applicable Utility tariffs (as modified hereafter from time to time). As used herein Utility and CCA may each be referred to individually as a "Party" and collectively as "Parties."

The CPUC has determined that CCA may obtain specified confidential customer information from Utility pursuant to Tariff Schedules E-CCAINFO-Information (as modified hereafter from time to time) ("E-CCAINFO") as a community choice aggregator, as defined by PU Code Section 331.1, solely in order to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, et seq. or confidential customer electric and gas consumption data to implement energy efficiency programs pursuant to PU Code section 381.1. The provisions of this Agreement and E-CCAINFO govern the disclosure of Utility's confidential customer information to CCA ("Disclosure Provisions") under Schedules E-CCAINFO and E-CCA.

The Parties hereby mutually agree that:

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of Utility regarding customers of Utility ("Utility Customers") may be disclosed to CCA from time to time in connection herewith as provided by the Disclosure Provisions and solely for the purpose of investigating, pursuing or implementing community choice aggregation pursuant to PU Code Section 366.2, et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1. Such disclosure is subject to the following legal continuing representations and warranties by CCA:
 - (a) CCA represents and warrants that, pursuant to PU Code Section 331.1,
 - (1) it is either (i) a city, county, or other entity as defined in PU Code Section 331.1 whose governing board has elected to combine the loads of its residents, businesses, and municipal facilities in a community wide electricity buyers program or (ii) a city, county, or other entity as defined in PU Code Section 331.1 that intends to actively investigate or pursue delivery of electric service to customers located within the geographic territory of the CCA, and
 - (2) that to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq., or to implement energy efficiency programs pursuant to PU Code section 381.1;



COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

- (b) CCA represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;
 - (c) CCA represents and warrants that the authorized representative(s) executing this Agreement is authorized to execute this Agreement on behalf of the CCA; and
 - (d) CCA confirms its understanding that the information of Utility Customers is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes of investigating, pursuing or implementing Community Choice Aggregation under PU Code Section 366.2 as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1, and that any other use of the information may permit Utility to suspend providing further information hereunder.
 - (e) CCA represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency purposes without the customer's prior consent to that use.
2. The confidential and proprietary information disclosed to CCA in connection herewith may include, without limitation, the following billing information about Utility Customers: Customer-specific information from the current billing periods as well as prior 12 months consisting of: service agreement number, name on agreement, service address with zip code, mailing address with zip code, telephone number, meter number, monthly kWh usage, monthly maximum demand where available, electrical or gas consumption data as defined in PU Code Section 8380, other data detailing electricity or gas needs and patterns of usage, Baseline Zone, CARE participation, End Use Code (Heat Source) Service Voltage, Medical Baseline, Meter Cycle, Bill Cycle, Balanced Payment Plan and other plans, HP Load and Number of Units and monthly rate schedule for all accounts within the CCA's territory. In addition, PG&E will provide the CCA the following additional information regarding customers currently enrolled in its CCA service: current and historical billing information for non-CCA services provided by PG&E or other electric service providers (collectively, "Confidential Information"). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by CCA or its representatives that are derived from or based on Confidential Information disclosed by Utility, regardless of the form of media in which it is prepared, recorded or retained.



COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

3. Except for electric and gas usage information provided to CCA pursuant to this Agreement, Confidential Information does not include information that CCA proves (a) was properly in the possession of CCA at the time of disclosure; (b) is or becomes publicly known through no fault of CCA, its employees or representatives; or (c) was independently developed by CCA, its employees or representatives without access to any Confidential Information.
4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by CCA, or used for any purpose other than to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1 as permitted under this Agreement and the Disclosure Provisions.
5. CCA shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. CCA shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency. Specifically, CCA shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of CCA who have a "need to know" such Confidential Information in the course of their duties with respect to the CCA program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement, provided, however, that, an Energy Service Provider, agent, or any other entity, including entities that provide both direct access (as codified in Assembly Bill No. 1890, Stats. 1996, ch. 854) and community choice aggregation services shall limit their utilization of the information provided to the purposes for which it has been provided and shall not utilize such information, directly or indirectly, in providing other services, including but not limited to Direct Access services, in order to effectuate the obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, CCA shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree in writing to be bound by the terms of this Agreement by signing the "Non-Disclosure Agreement for CCA Employees or Representatives" form attached as Exhibit A hereto. CCA shall provide Utility with copies of the signed Exhibit A forms at Utility request. CCA shall also provide Utility with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith ("Disclosure List"). This Disclosure List shall be updated by CCA on a regular basis, and will be provided to Utility once each quarter at a minimum.



COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

6. CCA shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Utility directly against such employees or representatives for improper disclosure and/or use. In no event shall CCA or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. CCA shall immediately notify Utility in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its employees or representatives. However, nothing in this Agreement shall obligate the Utility to monitor or enforce the CCA's compliance with the terms of this Agreement.
7. CCA shall comply with the consumer protections concerning subsequent disclosure and use that are in Attachment B to CPUC Decision No. 12-08-045.
8. CCA acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Utility and/or Utility Customers, the amount of which may be difficult to assess. Accordingly, CCA hereby confirms that the Utility shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by CCA or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Utility, in law or equity.
9. In addition to all other remedies, CCA shall indemnify and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of CCA and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.
10. If, at any time, CCA ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 et seq., CCA shall promptly return or destroy (with written notice to Utility itemizing the materials destroyed) all Confidential Information then in its possession at the request of Utility. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.
11. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent



COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

may be withheld due to the confidential nature of the information, data and materials covered.

12. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.
13. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.
14. This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)



COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

EXHIBIT A NON-DISCLOSURE AGREEMENT FOR CCA EMPLOYEES OR REPRESENTATIVES

I, _____, declare under penalty of perjury that

(1) I am employed as _____ (title) at _____
_____ (employer and address); and

(2) I have personally reviewed the attached **COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT** relating to disclosure and use of Confidential Information (as defined therein) and I agree to be bound by its provisions.

Signed: _____

Print Name: _____

Dated: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Gallagher Certificate Team	
	PHONE (A/C. No. Ext): 630-773-3800	FAX (A/C. No.): 630-285-4006
E-MAIL ADDRESS: Itasca.certificaterequests@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Charter Oak Fire Insurance Company		25615
INSURER B : Continental Insurance Company		35289
INSURER C : Valley Forge Insurance Company		20508
INSURER D : Transportation Insurance Company		20494
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1689805691 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7018651138	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL-EA EE/AGG \$ \$1M / \$2M
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7018651141	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	7018651155 - AOS 7018651169 - CA Only	5/1/2022 5/1/2022	5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of San Jose, its officers, employees, agents and contractors are shown as Additional Insureds solely with respect to General Liability coverage as evidenced herein on a Primary/Non-Contributory basis and Auto Liability as required by written contract with respect to work performed by the Named Insured. A Waiver of Subrogation in favor of Additional Insureds is included under the General Liability, Auto Liability and Workers Compensation coverages as evidenced herein as required by written contract. 30 Days Notice of Cancellation applies in favor of Certificate Holder as required by written contract.

CERTIFICATE HOLDER City of San Jose 200 E. Santa Clara St. San Jose CA 95113	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

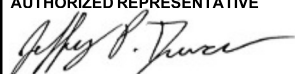
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Gallagher Certificate Team	
	PHONE (A/C No. Ext): 630-773-3800	FAX (A/C, No): 630-285-4006
E-MAIL ADDRESS: Itasca.certificaterequests@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Charter Oak Fire Insurance Company		25615
INSURER B : Continental Insurance Company		35289
INSURER C : Valley Forge Insurance Company		20508
INSURER D : Transportation Insurance Company		20494
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 499756958 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7018651138	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL-EA EMPLOYEE \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7018651141	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7018651172	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7018651155 - AOS 7018651169 - CA Only	5/1/2022 5/1/2022	5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Automobile policy captioned above provides Blanket Waiver of Subrogation coverage via form # CA 04 44 10/13 and Additional Insured via CA 20 01 11/20. The General Liability policy captioned above provides Blanket Additional Insured, Primary & Non-Contributory and Waiver of Subrogation via form # CNA74879XX 01/15. The Workers' Compensation policies captioned above provide Blanket Waivers of Subrogation via Form No(s): G19160-B and WC 00 03 13 04/84
 The City of San Jose, its officials, employees, agents and contractors are shown as additional insured solely with respect to General Liability coverage as evidenced herein on a primary/non-contributory basis and Auto Liability coverage as required by written contract with respect to work performed by the named insured. Waiver of Subrogation in favor of Additional Insureds are included under the General Liability, Auto Liability and Worker's Compensation policies as evidenced herein as required by written contract.

CERTIFICATE HOLDER City of San Jose – Finance Department Risk Management 200 East Santa Clara St., 14th Floor San Jose CA 95113-1905 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

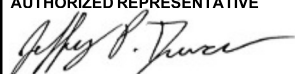
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Gallagher Certificate Team	
	PHONE (A/C. No. Ext): 630-773-3800	FAX (A/C. No.): 630-285-4006
E-MAIL ADDRESS: Itasca.certificaterequests@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Charter Oak Fire Insurance Company		25615
INSURER B : Continental Insurance Company		35289
INSURER C : Valley Forge Insurance Company		20508
INSURER D : Transportation Insurance Company		20494
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 499756958 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7018651138	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL-EA EMPLOYEE \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7018651141	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7018651172	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7018651155 - AOS 7018651169 - CA Only	5/1/2022 5/1/2022	5/1/2023 5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Automobile policy captioned above provides Blanket Waiver of Subrogation coverage via form # CA 04 44 10/13 and Additional Insured via CA 20 01 11/20. The General Liability policy captioned above provides Blanket Additional Insured, Primary & Non-Contributory and Waiver of Subrogation via form # CNA74879XX 01/15. The Workers' Compensation policies captioned above provide Blanket Waivers of Subrogation via Form No(s): G19160-B and WC 00 03 13 04/84
 The City of San Jose, its officials, employees, agents and contractors are shown as additional insured solely with respect to General Liability coverage as evidenced herein on a primary/non-contributory basis and Auto Liability coverage as required by written contract with respect to work performed by the named insured. Waiver of Subrogation in favor of Additional Insureds are included under the General Liability, Auto Liability and Worker's Compensation policies as evidenced herein as required by written contract.

CERTIFICATE HOLDER City of San Jose – Finance Department Risk Management 200 East Santa Clara St., 14th Floor San Jose CA 95113-1905 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 666140-002

Contractor: Frontier Energy, Inc.

Address: 1000 Broadway, Suite 410, Oakland, CA 94607

Phone: _____

Email: _____

Contract Description: Frontier Energy will support City in pursuit of Energy Efficiency program administration by determining available funding, designing programs, coordinating key stakeholders, and supporting with application to the CPUC.

Term Start Date: Upon Execution Term End Date: 05/31/23 Extension: Select one

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____

Agenda Item No.: _____

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: \$120k

Amount of Increase/Decrease: \$80k

Option #: ___ of ___ Option Amount: _____

NTE/Updated Contract Amount: \$200k

Fund/Appropriation: 501/0782

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: Select one

Tax Certificate No.: 0967005323

Expiration Date: 07/15/22

Department: Community Energy

Department Contact: Angela Sato-Anderson x54869

Customer (Finance Only): _____

Notes: Secretary of State #1099297

Department Director Signature: Lori Mitchell /s/ _____ Date

Office of the City Manager Signature: _____ Date