



DRAFT

Contract Change Order

This is Change Order ("CO") No. 1 to Contract No. 4600017278 dated 07/19/06 between the below-named Contractor ("Contractor"), City of San Jose, 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: City of San Jose This Contract Change Order consists of 5 page(s).
(including attachment pages)

Contractor's Address: 200 East Santa Clara St, 10th Floor
San Jose, CA 95110

Project Name: Implementing Silicon Valley Energy Watch

Job Location: Various locations within Pacific Gas and Electric Company service territory

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

1. Extend the contract completion date from 06/30/2009 to the earlier of:
 - a. 12/31/2009, or
 - b. three (3) months after the effective date of a final decision on 2009-2011 energy efficiency programs, or
 - c. the last day of the month a new 2009-2011 contract is executed, or
 - d. termination by either party in accordance with contract termination terms.

Note: If terminated in accordance to 4.1, 4.2, or 4.3, Contractor shall complete all administrative tasks and invoicing no later than three (3) months following termination.

2. Add new budget for administrative costs (hereafter referenced as "Bridge Funding")f or a new Contract Budget not to exceed (NTE) value of \$657,464.00 (the cumulative PG&E payments for Authorized Work under the original contract, \$553,250 plus the Bridge Funding Budget of \$104,214). Contractor is authorized to spend an amount NTE \$23,500 a month during the Bridge Funding Period. Any unspent funds in a single month may not be spent in future months. Partner's monthly authorized budget may be supplemented on a case-by-base basis with prior written authorization from the PG&E Program Manager in the event that there are large projects that exceed the program's monthly budget or that the Contractor can produce significant additional savings with additional funds.

Note: No unspent funds from the 2006-2008 program cycle shall carry over into the Bridge Funding Period except such funds as are necessary to prepare final project reports for projects completed prior to December 31, 2008, final program reports and final invoices, as authorized by the PG&E Program Manager.

3. Amend Specific Conditions 3783 (attachment II of original contract) as outlined in Attachment 1 (Attachment 1)
4. Replace existing payment schedule (schedule E) in its entirety with schedule E1 (Attachment 2)

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

Attachment No. 1: Revisions to Specific Conditions
Attachment No. 2: Schedule E1

PRICING CHANGES:	Previous Total Contract Value:	\$553,250.00
	Addition or Deduction:	\$104,214.00
	Revised Total Contract Value:	\$657, 464.00

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: City of San Jose	
Signature		Signature	
Name	[enter Name]	Name	
Title	[enter Title]	Title	
Date		Date	

APPROVED AS TO FORM



ADMINISTRATION			
PG&E Negotiator	[enter Name]	Contractor Representative	
Phone	[enter #]	Phone	
Email:	[enter Address]	Email:	
Accounting Reference	[enter Account # or Delete]		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<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 1 – REVISION TO SPECIFIC CONDITIONS
BETWEEN THE CITY OF SAN JOSÉ AND PG&E**

Cover Page

Change from Roy Lee to Kerynn Gianotti

Section 5.1 (Page 8) – Attachment II of Specific Conditions is amended to read as follows:

The term of this Contract shall commence on the first date that occurs after the Contract is executed by both PG&E and the Implementer and shall terminate on **December 31, 2009**.

Section 7.1.2 (Page 8) – Attachment II of Specific Conditions is amended to read as follows:

Implementer shall develop separate PMPs for each calendar year beginning with execution of the contract in 2006, and for each of the calendar years 2007, 2008, and 2009, commencing on January 1st and concluding December 31st. The PMP shall describe how the Implementer plans to complete all Work for each month of each calendar year.

Section 7.3.6 (Page 13) – Attachment II of Specific Conditions is amended to read as follows:

Task 3 Deliverables: Implementer shall provide PG&E's Program Manager for review and approval:

- a) Deliverable: Monthly Work Report
Monthly Work Report Due Date: 5th Calendar day of each month for month immediately prior.
- b) Deliverable: A Draft Annual Work Report Outline,
Draft Annual Work Report Outline Due Date: December 14 of each calendar year
- c) Deliverable: A Draft Annual Work Report,
Draft Annual Work Report Due Date: January 14 each year for calendar year immediately prior.
- d) Deliverable: A Completed Annual Work Report
Completed Annual Work Report Due Date: March 31 each year for calendar year immediately prior.
- e) Deliverable: A Draft Final Program Report Outline,
Draft Final Program Report Outline, Due Date: December 14, 2008
- f) Deliverable: A Draft Final Program Report,
Draft Final Program Report Due Date: January 14, 2009
- g) Deliverable: A Completed Final Program Report.
Completed Final Program Report Due Date: February 15, 2009
- (h) Deliverable: Bridge Funding Program Report
Completed Bridge Funding Program Report Due Date: February 15, 2010

Section 7.1.5 (Page 19) – Attachment II of Specific Conditions is amended to read as follows:

Unless this Contract is terminated pursuant to Section 27, Cancellation of Contract, of the General Conditions, Implementer shall complete all administrative activities by no later than **December 31, 2009**, including submission of the Final Report.

Section 8.2 (Page 20) – Attachment II of Specific Conditions is amended to read as follows:
Contract Maximum. The Contract maximum is \$657,464. This maximum amount shall not be exceeded without prior written authorization by PG&E in the form of a Contract Change Order signed by both parties to this Contract. The cumulative total of all costs and expenses incurred under this Contract shall be applied toward the contract maximum stated above.

Section 20.1 (Page 23) – Attachment II of Specific Conditions is amended to read as follows:
Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party. Requests for contract amendments may be sent by e-mail. Notices shall be addressed as follows:

IMPLEMENTER CONTRACT REPRESENTATIVE

Name: City of San Jose-Environmental Services Department
Attention: Mary Tucker
Mailing Address: 200 East Santa Clara St., 10th Floor
Street Address: San Jose, CA 95113-1905
Telephone: 408-975-2581
Fax: 408-292-6213
Email: mary.tucker@sanjoseca.gov

PG&E CONTRACT REPRESENTATIVE

Name: PG&E
Attention: Kerynn Gianotti
Mailing Address: P. O. Box 770000, San Francisco, CA 94177
Street Address: 245 Market Street, N6G, San Francisco, CA 94105
Telephone: 415-973-4476
Fax: 415-972-5333
Email: KXGV@pge.com

ATTACHMENT E – Payment Schedule

Attachment E 1
2006-2008 Silicon Valley Energy Watch – San Jose
PAYMENT SCHEDULE - MARKETING AND OUTREACH
Summary of Deliverables and Compensation Schedule

Deliverable	Description	Deliverable Due Date	Payment (2006-2008)	Payment (2009)	Budget Category	Order Number
7.3.6	Monthly Work Reports	5 th day of each month	\$500 lump sum per report total NTE \$18,000	T&M	Admin	
7.3.6	Annual Work Report	Draft annual report outline: December 14 2006, 2007, and 2008 Draft Final reports: January 14, 2007, 2008, and 2009. Completed Annual Report: March 31, 2007, 2008, & 2009	\$1,000 Lump sum per report NTE \$2,000	T&M	Admin	
7.3.6	Final Program Reports	Draft outline: December 14, 2008 & 2009 Draft Final Report: January 14, 2009 & 2010; Final Report February 15, 2009 & 2010	Lump Sum \$2,500	T&M	Admin	
7.1.12	Program Management Plan	60 days after execution of contract and annually for calendar years 2007, 2008, & 2009	\$2,000-lump sum per each Plan not to exceed \$6,000	T&M	Admin	
7.1.12	Program Marketing Plan	90 days after execution of contract and annually for calendar years 2007, 2008, & 2009	\$2,000 lump sum per each plan not to exceed \$6,000	T&M	Admin	
7.5.8	Marketing, Advertising and Outreach Support and Coordination	Monthly Report by the 5 th of each month	T&M, Total NTE \$ 183,430		Marketing	
7.8.2	Training and Education	Monthly Report by the 5 th of each month	Time and Materials Total NTE \$429,894		Direct Implementation	
7.11	Program Evaluation	Monthly Report by the 5 th of each month	Time and Materials NTE \$9,640		Direct Implementation	
TOTAL BUDGET			\$657,464.00			