

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking Regarding  
Building Decarbonization.

Rulemaking 19-01-011

**RESPONSE OF THE PUBLIC ADVOCATES OFFICE TO SOUTHERN  
CALIFORNIA GAS COMPANY'S MOTION TO STRIKE  
SIERRA CLUB'S REPLY TO RESPONSES TO MOTION TO DENY PARTY  
STATUS TO CALIFORNIANS FOR BALANCED ENERGY SOLUTIONS OR, IN  
THE ALTERNATIVE TO GRANT MOTION TO COMPEL DISCOVERY**

**(PUBLIC VERSION)**

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July 5, 2019

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## I. INTRODUCTION

Pursuant to Rule 11.1(e) of the California Public Utilities Commission's (Commission) Rules of Practice and Procedure (Rules), the Public Advocates Office at the California Public Utilities Commission (Cal Advocates) submits the following response to Southern California Gas Company's (SoCalGas) *Motion to Strike Sierra Club's Reply to Responses to Motion to Deny Party Status to Californians for Balanced Energy Solutions or, in the Alternative to Grant Motion to Compel Discovery* filed on June 19, 2019 (Motion to Strike).

The Public Advocates Office requests that the Commission:

- Deny SoCalGas' Motion to Strike Sierra's Club's Reply;
- Find that SoCalGas has violated Rule 1.1; and
- Conduct further investigations to determine if SoCalGas' use of ratepayer funds to support Californians for Balanced Energy Solutions (C4BES) is lawful

## II. DISCUSSION

On May 14, 2019, Sierra Club filed a motion to deny party status to C4BES, or in the alternative to grant its motion to compel discovery. On May 23, 2019 the Public Advocates Office issued a data request to SoCalGas regarding its involvement with C4BES. SoCalGas' response to the Public Advocates Office's data request,<sup>1</sup> provides evidence that SoCalGas has been using ratepayer money to found and fund C4BES.

### A. The Commission Should Deny SoCalGas' Motion to Strike

SoCalGas requests that the Commission strike certain statements in Sierra Club's reply pursuant to Rules 1.8(f) or 11.1(f).<sup>2</sup> While SoCalGas alleges that the statements made by Sierra Club and identified in its Motion to Strike are false, improper, and

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<sup>1</sup> SoCalGas Response\_CALPA\_SCG\_051719. Refer to Attachment 1 of this document.

<sup>2</sup> Motion to Strike at pp. 11-12.

irrelevant,<sup>3</sup> SoCalGas does not provide any evidence to support its allegations. Instead, in its Motion to Strike SoCalGas merely states “Sierra Club’s Reply is predicated on a series of suppositions and speculation that, at best, are the result of a wild imagination and, at worst, are intentional fabrications and misstatements.”<sup>4</sup> However, these claims are directly contradicted by SoCalGas’ response to the Public Advocates Offices DR SCG051719.

Rule 1.8(b) requires, in part, that the signer attest that the document is tendered based on the signer’s best knowledge, information, and belief, formed after reasonable inquiry, that the facts are true as stated; and that the document is not tendered for any improper purpose. However, SoCalGas’ response to the Public Advocates Office’s discovery show not only that Sierra Club’s allegations regarding SoCalGas’ use of ratepayer funding to found and support C4BES are truthful, but also that SoCalGas knew or reasonably should have known this when it filed.

SoCalGas’ Motion to Strike should be denied because Sierra Club’s claims are consistent with and verified by SoCalGas’ response to the Public Advocates Offices data requests. Indeed, in light of its responses to DR SCG051719, SoCalGas cannot claim that its Motion to Strike was based on a belief formed after reasonable inquiry, as required by Rule 1.8(b). Indeed, because its Motion to Strike makes claims that are contradicted by its data request responses, consistent with Rule 1.1, the Commission should consider sanctioning SoCalGas and its attorney of record for filing false statements and misleading the Commission..

**B. SoCalGas Violated Rule 1.1**

Pursuant to Rule 1.1:

Any person who signs a pleading or brief, enters an appearance, offers testimony at a hearing, or transacts business with the Commission, by such act represents that he or she is authorized to do so and agrees to comply with the laws of this State; to maintain the respect due to the

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<sup>3</sup> Motion to Strike at pp. 5-14.

<sup>4</sup> Motion to Strike at p. 1.

Commission, members of the Commission and its Administrative Law Judges; and *never to mislead the Commission or its staff by an artifice or false statement of fact or law* [Emphasis Added].

The Public Advocates Office asked SoCalGas whether it used ratepayer funding to support the founding and launch of C4BES; and whether SoCalGas continues to use ratepayer funding to support C4BES.<sup>5</sup> In response to both questions, SoCalGas stated that it did not use ratepayer funds to support the founding or launch of C4BES and has not used ratepayer funds to support C4BES.<sup>6</sup> However, as discussed below, SoCalGas' responses to further discovery indicate that it has a contractual relationship with [REDACTED] and has charged fifty percent of each invoice to ratepayers (Cost Center 2200-2441 in SoCalGas General Rate Case).<sup>7</sup>

In its first amendment to the agreement between SoCalGas and [REDACTED], the scope of work was expanded<sup>8</sup> to include [REDACTED].<sup>2</sup> This first amendment increased the agreement amount by [REDACTED]

<sup>5</sup> The Public Advocates Office data request to SoCalGas, R.19-01-011 May 23,2019.

<sup>6</sup> Refer to SoCalGas responses to question 1 and question 2 in Attachment 1.

<sup>7</sup> Refer to SoCalGas response to question 5 of the Public Advocates Office data request (Attachment 1).

<sup>8</sup> Response of SoCalGas to question 4 a. of the Public Advocates Office data request, "Response 4A\_ Confidential Information." "Vendor Executed Standard Service Agreement," Scope: "[REDACTED]"

[REDACTED]

<sup>2</sup> Response of SoCalGas to question 4 a. of the Public Advocates Office data request, "Response 4A\_ Confidential Information." [REDACTED]

[REDACTED]

effective June 8, 2018.<sup>10</sup> SoCalGas executed two additional amendments to the original agreement with [REDACTED]; the second amendment increased the first amendment by an additional [REDACTED], effective December 17, 2018;<sup>11</sup> and the third amendment increased the [REDACTED] from [REDACTED] (per the first amendment) to [REDACTED] [REDACTED] with a provision to [REDACTED] to [REDACTED] no later than July 1, 2019, and directed [REDACTED] to [REDACTED] [REDACTED] for an additional monthly retainer fee of [REDACTED] and [REDACTED].<sup>12</sup> Given the timing of the additional contract amounts and the scope of work in the second and third amendments,<sup>13</sup> it appears that the additional work is attributable to the work done for and on behalf of C4BES.<sup>14</sup>

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

<sup>10</sup> Response of SoCalGas to question 4 a. of the Public Advocates Office data request, “Response 4A\_Confidential Information.” Vendor Executed Standard Service Agreement.

<sup>11</sup> Response of SoCalGas to question 4 a. of the Public Advocates Office data request, “Response 4A\_Confidential Information.” Amendment 2-SCalGas-Vendor.

<sup>12</sup> Response of SoCalGas to question 4 a. of the Public Advocates Office data request, “Response 4A\_Confidential Information.” Amendment 3-SCalGas-Vendor.

<sup>13</sup> C4BES stated in its Response to Sierra Club’s motion: “The final model of C4BES was eventually formalized in the fall of 2018 in response to continued discussions between key stakeholders, including Dr. Rahn, SoCal Gas, and many others.” On March 2019, C4BES issued a press release to announce its official formation. *C4BES Response to Sierra Club’s Motion to Deny Party Status to C4BES or, in the alternative, to grant motion to compel discovery*, pp.6-7.

<sup>14</sup> While the organization is not named in the first amendment of the agreement between SoCalGas and [REDACTED] the fact that SoCalGas marked this contract amendment as responsive to a question from the Public Advocates Office requesting all contracts and invoices related to the creation or support for C4BES makes clear that the “nonprofit organization” in the amended scope of the agreement is referring

From the period between [REDACTED] [REDACTED] invoiced about [REDACTED] to SoCalGas. SoCalGas' data request response, makes clear that part of these funds was used to implement tasks in support of C4BES.<sup>15</sup> The Public Advocates Office estimates that at least [REDACTED] were charged to ratepayers ([REDACTED]).<sup>16</sup> In addition, [REDACTED] invoices included [REDACTED] [REDACTED]. The Public Advocates Office estimates that at least [REDACTED] of the latter expenses are charged to ratepayers.<sup>17</sup> Thus, for the period between [REDACTED], SoCalGas charged at least [REDACTED] to ratepayers for work performed by [REDACTED] for or on behalf of C4BES.

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to C4BES. See Public Advocates Office-SCG051719, Question 4.

Furthermore, SoCalGas added the additional contract amounts and the scopes of work in the second and third amendments in late 2018, which is the same period when C4BES was formalized as an organization and began to develop its organization infrastructure. See *C4BES Response to Sierra Club's Motion to Deny Party Status to C4BES or, in the alternative, to grant motion to compel discovery*, pp.6-7.

<sup>15</sup> Response of SoCalGas to question 4 a. of the Public Advocates Office data request, "Response 4A\_Confidential Information."

<sup>16</sup> Note that SoCalGas did not provide invoices covering the period from March 2018 to July 2018. Pending further discovery, The Public Advocates Office assumed the following:

- The increase of the [REDACTED] from [REDACTED] to [REDACTED] based on the second amendment to the agreement, is attributed to work done in support of or on behalf of C4BES (total of [REDACTED] covering the period between [REDACTED]);
- The Public Advocates Office assumed that the increase of the [REDACTED] from [REDACTED] [REDACTED] based on the third amendment, is attributed to work done in support of or on behalf of C4BES (total of [REDACTED] covering the period between [REDACTED]);
- Fifty percent of the total amount of the monthly [REDACTED] for the period between [REDACTED] is charged to ratepayers, which is [REDACTED];
- Fifty percent of the total amount of the additional monthly [REDACTED] pertaining to [REDACTED] [REDACTED] for the period between [REDACTED] is charged to ratepayers, which is [REDACTED]; and
- Estimate of total amount in [REDACTED] charged to ratepayers for the period between [REDACTED] [REDACTED].

<sup>17</sup> For the period between [REDACTED], SoCalGas charged 50% of [REDACTED] or [REDACTED] to ratepayers, part of these funds was used in to implement tasks in support of C4BES. From August 1, 2018 to May 1, 2019, [REDACTED] submitted a total of [REDACTED] in expenses. Excluding [REDACTED] which may or may not have been incurred on behalf of C4BES, 99% of these costs [REDACTED] can be attributed to C4BES. If 50% of these expenses were charged to ratepayers, [REDACTED] may have been misattributed from additional expenses alone.

The terms provided in the contractual agreement between [REDACTED] and SoCalGas together with the financial information contained in the [REDACTED] invoices to SoCalGas contradict SoCalGas' claims that it did not use ratepayer funding to support the founding and launch of C4BES. SoCalGas stated that it charged fifty percent of each invoice by [REDACTED] to ratepayers.<sup>18</sup> These invoices show that SoCalGas used a substantial portion of the ratepayer share of contract funding to implement tasks in support of C4BES. Therefore, SoCalGas is in violation of Rule 1.1 by providing false and misleading responses to the Public Advocates Office's DR SCG051719.

**C. SoCalGas' use of Ratepayer Funds to Support C4BES is Inappropriate**

The Commission has previously determined that a utility's use of ratepayer funding is inappropriate for activities related to political advocacy.<sup>19</sup> SoCalGas' response to the Public Advocates Office's discovery indicates that [REDACTED], which is contracted by SoCalGas, provides lobbying services.<sup>20</sup> The Service Agreement between SoCalGas and [REDACTED] includes the following:

[REDACTED]

<sup>18</sup> Refer to SoCalGas response to question 5 of the Public Advocates Office data request (Attachment 1).

<sup>19</sup> See D.12-11-051 at 507– “We are persuaded by TURN that PG&E's limited exclusion of 13% of CCEEB dues for lobbying costs is too narrow, and doesn't account for the other public advocacy activities of CCEEB. We agree that ratepayers should not pay for political advocacy conducted by the CCEEB with which they may not agree. See also D.14-08-032 at p. 541 - “Our disallowance of 100% of the dues is consistent with our treatment of CTA dues in the most recent SCE GRC where we concluded that the organization is “focused on tax policy, not delivery of electrical service,” and advancing policies of tax reduction is inherently political.”

<sup>20</sup> Response of SoCalGas to question 4 a. of the Public Advocates Office data request, “Response 4A\_Confidential Information.” “Response 4A\_Confidential Information.” [REDACTED]



[REDACTED]  
[REDACTED]

The Commission should investigate this matter further to determine the full extent to which SoCalGas used ratepayer funding to pay [REDACTED] [REDACTED] for political lobbying services or any other services that are not required for the delivery of gas services.

### III. CONCLUSION

For the reasons set forth above, the Public Advocates Office requests that the Commission deny SoCalGas' Motion to Strike and adopt the recommendations stated herein.

Respectfully submitted,

/s/ KERRIANN SHEPPARD

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July 5, 2019

**Attachment 1**

SoCalGas' Response to the Public Advocates Office *Data Request Public*  
*Advocates Office SCG051719*



A Sempra Energy utility

This Amendment No. 1 ("Amendment") amends Standard Services Agreement No. 5660052135 ("Agreement"), effective March 13, 2018 (as amended, "Agreement") by and between Southern California Gas Company ("Company") and [REDACTED] ("Contractor"). This Amendment is dated and effective as of 6/8/2018 ("Amendment Effective Date").

Company and Contractor hereby agree as follows:

1. Amendments to Agreement.

1.1. Update to Agreement Term. The expiration date of the Agreement is hereby through December 31, 2018.

1.2. Inclusion of Schedule. The SCOPE outlined in Section 1 of the Agreement, page 1 has been amended and restated and is moved to its own **SCHEDULE D - SCOPE OF WORK** attached to this Amendment No. 1 is made a part of the Agreement.

1.3. The COMPENSATION outlined in Section 4 of the Agreement, page 2 has been amended and restated and is moved to its own **SCHEDULE E - COMPENSATION** attached to this Amendment No. 1 is made a part of the Agreement.





1.4. Update of Schedule. **SCHEDULE B – REIMBURSEMENT POLICY** of this Agreement is deleted in its entirety and replaced with the **Revised SCHEDULE B – REIMBURSABLE EXPENSES** attached to this Amendment No. 1.

1.5. Increase in the Agreement Amount. The dollar amount under the Agreement is hereby increased by [REDACTED] or a new Agreement amount of [REDACTED]

Previous Agreement Amount:	[REDACTED]
Increase to Agreement Amount:	[REDACTED]
Revised Agreement Amount:	[REDACTED]

2. Miscellaneous. Other than as specifically modified above, the Agreement shall remain in full force and effect and is hereby ratified, approved, and confirmed. This Amendment shall be subject to all of the terms and conditions of the Agreement as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction.

**IN WITNESS WHEREOF**, each party has caused this Amendment to be executed by its duly authorized representative as of the Amendment Effective Date.

Southern California Gas Company, a California corporation, by its duly authorized agent, <b>San Diego Gas &amp; Electric Company</b> , a California corporation			
<b>By:</b>		<b>By:</b>	
<b>Name:</b>	Ann Ellis	<b>Name:</b>	
<b>Title:</b>	Contracting Agent II	<b>Title:</b>	President

## **SCHEDULE B - REIMBURSABLE EXPENSES**

All invoices for reimbursable expenses shall include the Agreement Number, an itemized listing supported by copies of the original bills, invoices, expense accounts and other miscellaneous supporting data. All authorized travel either to San Diego/Los Angeles or from San Diego/Los Angeles to other locations shall be approved in writing in advance by Company Representative. Travel time shall NOT be reimbursed except for travel during normal/regular business hours.

1. **Auto Mileage**

Auto mileage shall be reimbursed at the current rate as specified by the United States Internal Revenue Service.

2. **Air Travel**

Airfares shall be reimbursed based on the most direct route at coach class travel rates. Upgrading (coach to a higher class) of airline tickets shall only be reimbursed when approved by Contract Manager, and only when the business schedule requires immediate travel and only higher class accommodations are available. Downgrading (exchange) of airline ticket where Contractor receives financial or personal gain shall NOT permitted. If a trip is postponed, reservations shall be canceled immediately. Contractor shall provide copies of passenger receipts to Company to receive travel expense reimbursement. Travel arrangements shall be made as early as possible (preferably three [3] weeks) to take advantage of advance reservation rates.

3. **Combining Business Travel with Personal Travel**

Contractor may combine personal travel with Company business only if the personal travel does NOT increase the reimbursable cost to Company.

4. **Air Travel Insurance**

Company shall NOT pay for air travel insurance.

5. **Accommodations**

Company shall reimburse hotel room fees at preferred corporate or contract rates. Company may reimburse hotel room fees at the standard rate based on single room occupancy in cases where a corporate or contract rate is NOT available.

6. **Laundry**

Any laundry and dry cleaning charges shall ONLY be paid if Contractor is on travel for Company assignment for a period in excess of six (6) consecutive days.

7. **Entertainment**

Company shall NOT pay for the rental of premium channel movies, use of health club facilities or other forms of entertainment.

8. **Meals**

Meals shall be reimbursed on an actual cost basis up to a maximum of [REDACTED] per day of travel. Itemized receipts are required and shall be submitted for all meals in the form of a credit card receipt or cash register tape. Company shall NOT pay for alcoholic beverages. In lieu of itemizing meal expenses and submitting receipts, Contractor may claim a standard [REDACTED] per diem for the duration of the business travel.

9. **Telephone Usage**

Contractor shall submit support documentation regarding all telephone calls charged to Company. The support documentation shall include the name of the party being called and the purpose of the call. Company shall NOT pay for additional business calls unless directly related to this Agreement. Personal telephone calls shall NOT be reimbursed.

10. **Ground Transportation**

Public transportation shall be utilized whenever possible, however if necessary, rental car expenses shall be reimbursed for authorized travel only. Cab fare (on a shared basis whenever possible) is reimbursable. Receipts shall be required to document all ground transportation charges.

11. **Car Rental**

If authorized, Company shall reimburse reasonable car rental charges including gas actually purchased for authorized travel ONLY. Contractor shall be required to rent at an economy car level classification or equivalent, unless the size or purpose of the group using the vehicle dictates a larger size in accordance with the following table:

<b>Travelers</b>	<b>Classification</b>
1-2	Economy/Compact
3	Medium/Intermediate
4-5	Full Size/Standard
6-8	Van

Contractor shall fuel rental cars prior to rental return as rental companies normally add a large surcharge to refueling services.

12. **Parking**

Contractor shall be reimbursed at cost for reasonable parking expenses incurred in the performance of Services while on Company business.

13. **Tolls and Fees**

Contractor shall be reimbursed at cost for reasonable transportation-related toll and fees incurred in the performance of Services while on Company business.

14. **Baggage Handling**

Contractor shall be reimbursed for baggage handling service fees at standard reasonable rates.

15. **Other Business Expenses**

Any business supplies, equipment rental, reprographics and facsimile expenses shall be reimbursed at cost when traveling on Company business.

16. **Non-Allowable Expenses**

Company shall NOT provide any reimbursement for travel expenses for family members, personal items, charitable contributions, or for any other type of reimbursable.

## **SCHEDULE D – SCOPE OF WORK**

Contractor shall provide the following Services but not limited to the following:

Consulting, including but not limited to responding to calls for assistance concerning whatever matter Company has chosen to help develop general or specific strategies and tactics, proposed solutions, or acquiring political and policy intelligence. This includes assisting the Company with public affairs planning and messaging whether focused on customers, communities, governments, shareholders, or the media.

For the date period of May 1, 2018 – December 31, 2018 Supplier shall work with the natural gas and renewable natural gas Company users (industry, agriculture, residential) to develop a broad-based nonprofit organization dedicated to (a) education opinion leaders and the public about the salient contributions of natural gas and renewable natural gas to California's economic sustainability and environmental protection especially in efforts to ameliorate climate change; (b) educating these audiences about California's need for balanced energy policies that promote affordability and preserve choices for households and businesses.

The tasks outlined below shall connect with these goals:

- Identifying the legal and administrative steps required to establish the organization.
- Reviewing available public opinion research and developing the organization's messages and themes.
- Developing a website, related social media, and other collateral materials highlighting those messages and providing a portal for recruitment of supporters.
- Identifying and confirming participation from an inaugural board of directors numbering at least twelve (12).
- Developing the rollout strategy to introduce the organization to the public and media.
- Developing and executing the initial organizational announcement (e.g. press conference).
- Identifying resources needed for ongoing management of the organization.



## **SCHEDULE E – COMPENSATION**

1. Contractor shall invoice Company a monthly fee of [REDACTED] This monthly fee includes all time, labor, profit, overhead, and ordinary out-of-pocket expenses, including such items as document production, photocopying, communications, and local transportation.
2. Contractor will be reimbursed by Company for expenses incurred for non-local transportation and other non-local activities, *but only if* Contractor has received written authorization from Company Representative to incur such expenses in advance of incurring them and written confirmation that such expenses will be reimbursed by Company. See **SCHEDULE B – REIMBURSABLE EXPENSES** attached herein.
3. Contractor will be reimbursed by Company for any extraordinary or unusual expenses incurred in connection with performing the Services, *but only if* Contractor has received written authorization from Company Representative to incur such expenses in advance of incurring them and written confirmation that such expenses will be reimbursed by Company.
4. Contractor shall notify Company in writing when the costs incurred under this Agreement equal ninety percent (90%) of [REDACTED] Company will not be required to pay Contractor for the Services in excess of the Not-To-Exceed (“NTE”) amount unless and until, at Company’s sole option, Company elects in writing to increase the NTE amount.

Agreement: 5660052135

**AMENDMENT NO. 2**

This Amendment No. 2 ("Amendment") amends 5660052135 ("Agreement"), effective March 13, 2018 (as amended, "Agreement") by and between Southern California Gas Company ("Company") and [REDACTED] ("Contractor"). This Amendment is dated and effective as of 12/17/2018 ("Amendment Effective Date").

Company and Contractor hereby agree as follows:

1. **Amendments to Agreement.**

1.1. **Update to Agreement Term.** The expiration date of the Agreement is hereby through December 31, 2019.

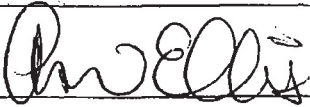
1.2. **Update to Schedule:** SCHEDULE E – COMPENSATION of this Agreement has been revised and replaced with **SCHEDULE E1 - COMPENSATION** attached to this Amendment No. 2 and is made a part of the Agreement.

1.3. **Increase in the Agreement Amount.** The NTE amount under the Agreement is hereby increased by [REDACTED] or a new NTE amount of [REDACTED]

Previous Agreement Amount:	[REDACTED]
Increase to Agreement Amount:	[REDACTED]
Revised Agreement Amount:	[REDACTED]

2. **Miscellaneous.** Other than as specifically modified above, the Agreement shall remain in full force and effect and is hereby ratified, approved, and confirmed. This Amendment shall be subject to all of the terms and conditions of the Agreement as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction.

**IN WITNESS WHEREOF**, each party has caused this Amendment to be executed by its duly authorized representative as of the Amendment Effective Date.

Southern California Gas Company, a California corporation, by its duly authorized agent, <b>San Diego Gas &amp; Electric Company</b> , a California corporation		[REDACTED]	
By:		By:	[REDACTED]
Name:	Ann Ellis	Name:	[REDACTED]
Title:	Contracting Agent II	Title:	President

## SCHEDULE E1 – COMPENSATION

1. Contractor shall invoice Company a monthly fee of [REDACTED] his monthly fee includes all time, labor, profit, overhead, and ordinary out-of-pocket expenses, including such items as document production, photocopying, communications, and local transportation.
2. Contractor will be reimbursed by Company for expenses incurred for non-local transportation and other non-local activities, *but only if* Contractor has received written authorization from Company Representative to incur such expenses in advance of incurring them and written confirmation that such expenses will be reimbursed by Company. See **SCHEDULE B – REIMBURSABLE EXPENSES** attached within Amendment No. 1.
3. Contractor will be reimbursed by Company for any extraordinary or unusual expenses incurred in connection with performing the Services, *but only if* Contractor has received written authorization from Company Representative to incur such expenses in advance of incurring them and written confirmation that such expenses will be reimbursed by Company.
4. Contractor shall notify Company in writing when the costs incurred under this Agreement equal ninety percent (90%) of [REDACTED] Company will not be required to pay Contractor for the Services in excess of the Not-To-Exceed (“NTE”) amount unless and until, at Company’s sole option, Company elects in writing to increase the NTE amount.

Agreement: 5660052135

### SCHEDULE E1 – COMPENSATION

1. Contractor shall invoice Company a monthly retainer fee as detailed below. This monthly fee includes all time, labor, profit, overhead, and ordinary out-of-pocket expenses, including such items as document production, photocopying, communications, and local transportation.
  - 1.1. Due to the “ramp-up” period, which require intense and extra consulting efforts, the retainer fee is Not-To-Exceed (“NTE”) [REDACTED] per month. This fee excludes reimbursable expenses and shall adhere to Schedule B – Reimbursable Expense guidelines attached within Amendment No. 1.
  - 1.2. Effective as of the Amendment Effective Date, Contractor shall subcontract with Imprint Communications for an additional monthly retainer fee of [REDACTED]. This fee is billed to Contractor as pass through to Company. This fee excludes reimbursable expenses and shall adhere to Schedule B - Reimbursable Expense guidelines attached within Amendment No. 1.
  - 1.3. No later than July 1, 2019 through the expiration date, Contractor’s monthly retainer fee shall return to [REDACTED].
2. Contractor will be reimbursed by Company for expenses incurred for non-local transportation and other non-local activities, but only if Contractor has received written authorization from Company Representative to incur such expenses in advance of incurring them and written confirmation that such expenses will be reimbursed by Company. See SCHEDULE B – REIMBURSABLE EXPENSES attached within Amendment No. 1.
3. Contractor will be reimbursed by Company for any extraordinary or unusual expenses incurred in connection with performing the Services, but only if Contractor has received written authorization from Company Representative to incur such expenses in advance of incurring them and written confirmation that such expenses will be reimbursed by Company.
4. Contractor shall notify Company in writing when the costs incurred under this Agreement equal ninety percent (90%) of [REDACTED]. Company will not be required to pay Contractor for the Services in excess of the Not-To-Exceed (“NTE”) amount unless and until, at Company’s sole option, Company elects in writing to increase the NTE amount.

This Amendment No. 3 ("Amendment") amends Agreement No. 5660052135, effective March 13, 2018 (as amended, "Agreement") by and between Southern California Gas Company ("Company") and [REDACTED] ("Contractor"). This Amendment is dated and effective as of January 1, 2019 ("Amendment Effective Date").

Company and Contractor hereby agree as follows:

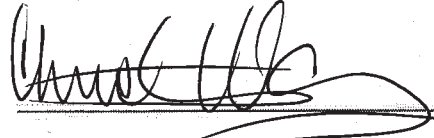
1. Amendments to Agreement.

1.1. Update to Schedule: SCHEDULE E1 - COMPENSATION of this Agreement has been revised and replaced with SCHEDULE E1 - COMPENSATION attached to this Amendment and is made a part of the Agreement.

2. Miscellaneous. Other than as specifically modified above, the Agreement shall remain in full force and effect and is hereby ratified, approved, and confirmed. This Amendment shall be subject to all of the terms and conditions of the Agreement as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction.

**IN WITNESS WHEREOF**, each party has caused this Amendment to be executed by its duly authorized representative as of the Amendment Effective Date.

Southern California Gas Company, a [REDACTED] California corporation, by its duly authorized agent, **San Diego Gas & Electric Company**, a California corporation

By:   
Name: Christine Wong  
Title: Contracting Agent

By: [REDACTED]  
Name: [REDACTED]  
Title: PRESIDENT

**QUESTIONS ON C4BES**  
**SOUTHERN CALIFORNIA GAS COMPANY**  
**(DATA REQUEST CALPA-SCG-051719)**  
**Date Received: May 23, 2019**  
**Date Submitted: June 14, 2019**

---

**QUESTION 1:**

Did SoCalGas use any ratepayer funding to support the founding and launch of Californians for Balanced Energy Solutions (C4BES)? If yes,

- a. Please give a full accounting of all ratepayer funding sources.
- b. Please give a full accounting of how any ratepayer funds were used.

**RESPONSE 1:**

Ratepayer funds have not been used to support the founding or launch of Californians for Balanced Energy Solutions (C4BES).

**QUESTIONS ON C4BES**  
**SOUTHERN CALIFORNIA GAS COMPANY**  
**(DATA REQUEST CALPA-SCG-051719)**  
**Date Received: May 23, 2019**  
**Date Submitted: June 14, 2019**

---

**QUESTION 2:**

Does SoCalGas continue to use any ratepayer funding to support C4BES? If yes,  
a. Please give a full accounting of all ratepayer funding sources.  
b. Please give a full accounting of how any ratepayer funds were used.

**RESPONSE 2:**

Ratepayer funds are not used to support C4BES.

**QUESTIONS ON C4BES**  
**SOUTHERN CALIFORNIA GAS COMPANY**  
**(DATA REQUEST CALPA-SCG-051719)**  
**Date Received: May 23, 2019**  
**Date Submitted: June 14, 2019**

---

**QUESTION 3:**

Please provide accounting of all SoCalGas staff who spent work hours on the founding, launch, and continued activities of C4BES.

- a. List all names of SoCalGas staff who spent work hours on C4BES activities.
- b. Provide an estimate of the number of hours spent on C4BES activities by each staff member listed in Question 3b.
- c. Provide the funding source(s) for all staff time, including specification of ratepayer or shareholder funding and the account the time was booked to (balancing account, shareholder account, GRC line item, etc.).

**RESPONSE 3:**

a. George Minter, Regional Vice President, External Affairs and Environmental Strategy; Ken Chawkins, Public Policy Manager.

b. For purposes of this response, "C4BES-related activities" refers to the "founding, launch, and continued activities of C4BES," as queried in the question. From August 1, 2018 – December 31, 2018, George Minter spent approximately 2.5% of his time on C4BES-related activities, and Ken Chawkins spent approximately 10% of his time on C4BES-related activities. In 2019, through the date of this response, George Minter spent approximately 3 hours on C4BES-related activities, and Ken Chawkins spent approximately 10% of his time on C4BES-related activities.

c. The above-described time is shareholder funded (i.e., it is booked to a distinct invoice/order (I/O) that is not ratepayer funded).



**QUESTIONS ON C4BES**  
**SOUTHERN CALIFORNIA GAS COMPANY**  
**(DATA REQUEST CALPA-SCG-051719)**  
**Date Received: May 23, 2019**  
**Date Submitted: June 14, 2019**

---

**QUESTION 4:**

Please provide all invoices and contracts to which SoCal Gas is a party for work which relates to the creation or support of C4BES. These include, but are not limited to contracts and invoices related to:

- a. Retention of [REDACTED] in developing C4BES objectives and talking points.
- b. Compensation provided to C4BES board member Matt Rahn.

**RESPONSE 4:**

---

The attachments include Confidential and Protected Material pursuant to PUC Section 583, GO 66-D, D.17-09-023, and the accompanying declaration.

- a. SoCalGas does not have a direct contractual relationship with [REDACTED] pertaining to C4BES. SoCalGas has a contractual relationship with [REDACTED] [REDACTED] contracts with [REDACTED]. See the folder "Response 4A\_Confidential Information" for responsive invoices through May 31, 2019 and underlying contract, as amended from time to time. [REDACTED] has performed and continues to perform routine services for SoCalGas outside of those performed with respect to C4BES. To account for all the work done on behalf of C4BES, fifty-percent of each invoice is booked to the invoice/order referenced in the response to Question 3.c above, i.e., fifty-percent of each responsive invoice is not ratepayer funded.
- b. Matt Rahn volunteers his time as C4BES' Chair. Neither Rahn nor the organizations with which he is affiliated have received any funding from SoCalGas as compensation for his work with C4BES.

**QUESTIONS ON C4BES**  
**SOUTHERN CALIFORNIA GAS COMPANY**  
**(DATA REQUEST CALPA-SCG-051719)**  
**Date Received: May 23, 2019**  
**Date Submitted: June 14, 2019**

---

**QUESTION 5:**

For each invoice and contract provided in response to Question 5, identify:

- a. Whether ratepayer or shareholder funded (and proportions if necessary)
- b. The funding source used (e.g. GRC funds, specific balancing accounts, etc.).

**RESPONSE 5:**

SoCalGas interprets the question to refer to the documents and responses provided in response to Question 4 (rather than Question 5). With the following understanding, SoCalGas responds as follows:

- a. As noted in response to Question 4 above, the invoices provided reflect both routine work done for SoCalGas as well as some work done on behalf of C4BES. As such, in order to fully account for the work done for C4BES, fifty-percent of each invoice is funded by shareholders as described in response to Question 3.c. The remaining fifty-percent of each invoice is funded as described in response to Question 5.b.
- b. The ratepayer-funded portion of each invoice is billed to the internal Cost Center 2200-2441 in SoCalGas' General Rate Case.



Mr. Ken Chawkins, Invoice Contact  
Southern California Gas Company  
AP\_Invoices\_SCG@semprautilities.com

August 1, 2018  
Invoice No.: 5874



**INVOICE FOR PROFESSIONAL SERVICES RENDERED**

**RE: Environmental Public Affairs Agreement Number 5660052135**

STRATEGIC  
COMMUNICATORS

Fees for Services Through July 31, 2018

- CORPORATE
- GOVERNMENT
- POLITICAL
- NONPROFIT

Current Fee per Agreement



Expenses Incurred



Past Due Fees and  
Expenses



**Total Fees and Expenses Due**



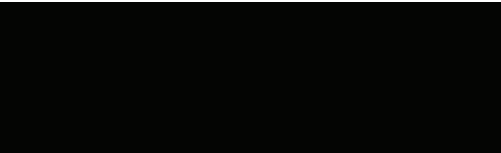
CURRENT FEE PER AGREEMENT



	<u>Amount</u>
Maximum fee per Agreement	[REDACTED]
Previous balance	[REDACTED]
<u>Accounts receivable transactions</u>	
7/24/2018 Payment - Thank You. Check No. 1824267	[REDACTED]
7/24/2018 Credit	[REDACTED]
Total payments and adjustments	[REDACTED]
Total Fees and Expenses Due	[REDACTED]

Attached is the revised invoice removing the expense.

Thanks,  
Joy

  
Office manager  

**From:**   
**Sent:** Thursday, August 9, 2018 10:16 AM  
**To:**   
**Subject:** Attached image

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

Email Content Generated by COLLECTOR

From: [REDACTED]

To: "AP Invoices - SCG" <AP\_Invoices\_SCG@semprautilities.com>; "Chawkins, Ken D" <KChawkins@semprautilities.com>

Sent: Thursday, August 9, 2018

Subject: [EXTERNAL] [REDACTED] Invoice 5874 - NON PO



Mr. Ken Chawkins, Invoice Contact  
Southern California Gas Company  
AP\_Invoices\_SCG@semprautilities.com

September 1, 2018  
Invoice No.: 5906



**INVOICE FOR PROFESSIONAL SERVICES RENDERED**

**RE: Environmental Public Affairs Agreement Number 5660052135**

STRATEGIC  
COMMUNICATORS

Fees for Services Through August 31, 2018

- CORPORATE
- GOVERNMENT
- POLITICAL
- NONPROFIT

Current Fee per Agreement



Expenses Incurred



Past Due Fees and  
Expenses



**Total Fees and Expenses Due**



CURRENT FEE PER AGREEMENT

Maximum fee per Agreement

Amount

[Redacted]

Previous balance

[Redacted]

Total Fees and Expenses Due

[Redacted]



Attached is our September 1<sup>st</sup> invoice for August work.

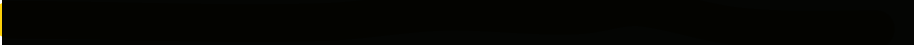
Thanks,  
Joy

  
Office Manager

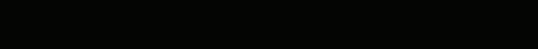






**From:** 

**Sent:** Thursday, September 6, 2018 11:17 AM

**To:** 

**Subject:** Attached image

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

Email Content Generated by COLLECTOR

From:

[REDACTED]

To: "AP Invoices - SCG" <AP\_Invoices\_SCG@semprautilities.com>

Sent: Thursday, September 6, 2018

Subject: [EXTERNAL] [REDACTED] Invoice 5906 - Non PO



Mr. Ken Chawkins, Invoice Contact  
Southern California Gas Company  
AP\_Invoices\_SCG@semprautilities.com

October 1, 2018  
Invoice No.: 5948



**INVOICE FOR PROFESSIONAL SERVICES RENDERED**

**RE: Environmental Public Affairs Agreement Number 5660052135**

STRATEGIC  
COMMUNICATORS

Fees for Services Through September 30, 2018

- CORPORATE
- GOVERNMENT
- POLITICAL
- NONPROFIT

Current Fee per Agreement



Expenses Incurred



Past Due Fees and  
Expenses



**Total Fees and Expenses Due**



CURRENT FEE PER AGREEMENT

Amount



---

EXPENSES INCURRED

Imprenta Communications Group (web development)



Total Expenses Incurred



Total Fees and Expenses Due



Maximum fee per Agreement

Previous balance



Accounts receivable transactions

9/26/2018 Payment - Thank You. Check No. 1839583



9/26/2018 Credit: Invoice 5906

Total payments and adjustments



Total Fees and Expenses Due



**From:** [Redacted]  
**Sent:** Wednesday, September 05, 2018 9:56 AM  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** CABES website Budget Tracker

Hi Jorge,

Please find the time sheet below and where we are with the website development budget so far. Let us know if you have any questions. Thank you!

**Imprenta hours**

June: 5 hours

July: 32 hours

August: 12 hours

· Total so far: 49 hours

· Total fee so far [Redacted]

Thanks!

[Redacted] Account Manager

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*2015 Fastest Growing Company in America™*



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9/27/18 CK 11867



Attached is our October 1<sup>st</sup> invoice for September work.

Thanks,  
Joy

  
Office Manager  
  




**From:** 

**Sent:** Wednesday, October 3, 2018 10:08 AM

**To:** 

**Subject:** Attached image

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

Email Content Generated by COLLECTOR

From [REDACTED]  
To: "AP Invoices - SCG" <AP\_Invoices\_SCG@semprautilities.com>  
Sent: Wednesday, October 3, 2018  
Subject: [EXTERNAL] [REDACTED] invoice 5948 - Non PO





Mr. Ken Chawkins, Invoice Contact  
Southern California Gas Company  
AP\_Invoices\_SCG@semprautilities.com

November 1, 2018  
Invoice No.: 5987



**INVOICE FOR PROFESSIONAL SERVICES RENDERED**

**RE: Environmental Public Affairs Agreement Number 5660052135**

STRATEGIC  
COMMUNICATORS

Fees for Services Through October 31, 2018

- \* CORPORATE
- \* GOVERNMENT
- \* POLITICAL
- \* NONPROFIT

Current Fee per Agreement



Expenses Incurred



Past Due Fees and  
Expenses



**Total Fees and Expenses Due**



CURRENT FEE PER AGREEMENT

Amount



---

EXPENSES INCURRED

Imprenta Communications Group



Total Expenses Incurred



Total Fees and Expenses Due



Maximum fee per Agreement

Previous balance



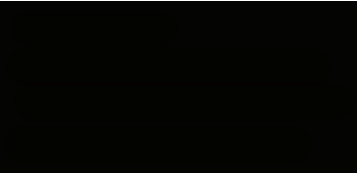
Total Fees and Expenses Due





# INVOICE

**BILL TO**



**INVOICE #** 3237  
**DATE** 09/07/2018  
**DUE DATE** 09/07/2018  
**TERMS** Due on receipt

**SERVICE DATE**  
September 2018

**DATE**  
09/07/2018

**ACTIVITY**  
**Services**  
Californians for Balanced Energy Solutions  
Website Development [REDACTED]  
Domain registration [REDACTED]

**AMOUNT**



Please make check payable to:



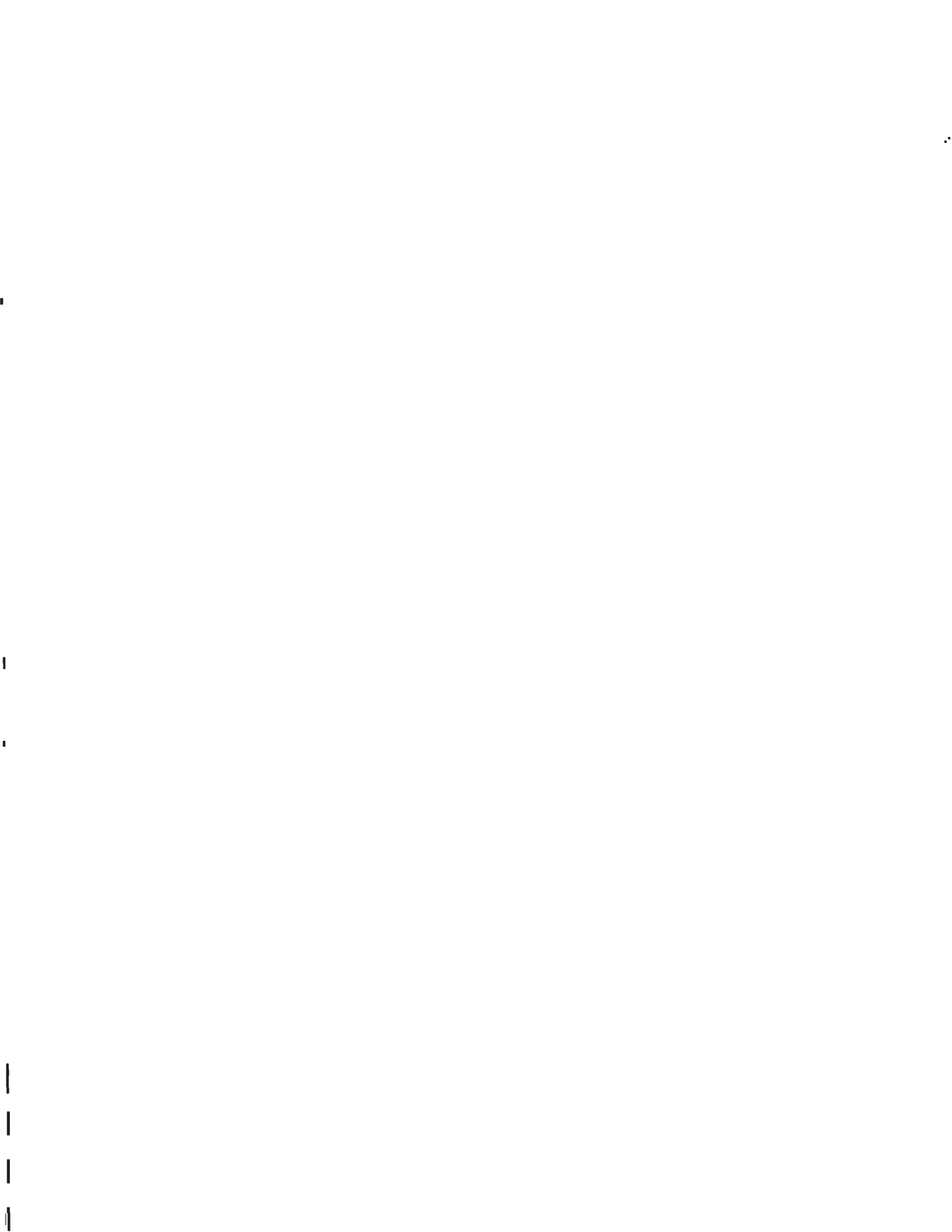
**BALANCE DUE**



Remainder



Billed on Oct. 1  
invoice 5948

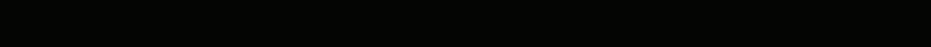



Attached is our November 1<sup>st</sup> invoice for October work.

Thanks,  
Joy

  
Office Manager  
  




**From:**   
**Sent:** Thursday, November 8, 2018 4:30 PM  
**To:**   
**Subject:** Attached image

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

Email Content Generated by COLLECTOR

From:

[REDACTED]

To: "AP Invoices - SCG" <AP\_Invoices\_SCG@semprautilities.com>

Sent: Thursday, November 8, 2018

Subject: [EXTERNAL] [REDACTED] Invoice 5987 - Non PO



Mr. Ken Chawkins, Invoice Contact  
Southern California Gas Company  
AP\_Invoices\_SCG@semprautilities.com

December 1, 2018  
Invoice No.: 6016



**INVOICE FOR PROFESSIONAL SERVICES RENDERED**

**RE: Environmental Public Affairs Agreement Number 5660052135**

STRATEGIC  
COMMUNICATORS

Fees for Services Through November 30, 2018

- CORPORATE
- GOVERNMENT
- POLITICAL
- NONPROFIT

Current Fee per Agreement



Expenses Incurred



Past Due Fees and  
Expenses



**Total Fees and Expenses Due**



CURRENT FEE PER AGREEMENT

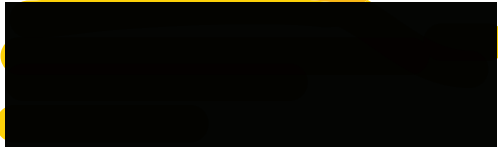
	<u>Amount</u>
Maximum fee per Agreement	[REDACTED]
Previous balance	[REDACTED]
<u>Accounts receivable transactions</u>	
12/3/2018 Payment - Thank You. Check No. 1857601	[REDACTED]
Total payments and adjustments	[REDACTED]
Total Fees and Expenses Due	[REDACTED]



Attached is our December 1<sup>st</sup> invoice for November work.

Thanks,  
Joy

Office Manager



**From:** [Redacted]

**Sent:** Friday, December 7, 2018 11:22 AM

**To:** [Redacted]

**Subject:** Attached Image

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

Email Content Generated by COLLECTOR

From: [REDACTED]

To: "AP Invoices - SCG" <AP\_Invoices\_SCG@semprautilities.com>

Sent: Friday, December 7, 2018

Subject: [EXTERNAL] [REDACTED]



Mr. Ken Chawkins, Invoice Contact  
Southern California Gas Company  
AP\_Invoices\_SCG@semprautilities.com

January 1, 2019  
Invoice No.: 6057



**INVOICE FOR PROFESSIONAL SERVICES RENDERED**

**RE: Environmental Public Affairs Agreement Number 5660052135**

STRATEGIC  
COMMUNICATORS

Fees for Services Through December 31, 2018

- CORPORATE
- GOVERNMENT
- POLITICAL
- NONPROFIT

Current Fee per Agreement 

Expenses Incurred 

Past Due Fees and Expenses 

**Total Fees and Expenses Due** 



CURRENT FEE PER AGREEMENT

	<u>Amount</u>
Maximum fee per Agreement	[REDACTED]
Previous balance	[REDACTED]
Total Fees and Expenses Due	[REDACTED]

Attached is our January 1<sup>st</sup> invoice for December work.

Thanks,  
Joy

[Redacted]

Office Manager

[Redacted]

[Redacted]



**From:** [Redacted]

**Sent:** Monday, January 7, 2019 4:51 PM

**To:** [Redacted]

**Subject:** Attached Image

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

Email Content Generated by COLLECTOR

From: [REDACTED]  
To: "AP Invoices - SCG" <AP\_Invoices\_SCG@semprautilities.com>  
Sent: Monday, January 7, 2019  
Subject: [EXTERNAL] [REDACTED] invoice 6057 - NON PO



Mr. Ken Chawkins, Invoice Contact  
Southern California Gas Company  
AP\_Invoices\_SCG@semprautilities.com

February 1, 2019  
Invoice No.: 6094



**INVOICE FOR PROFESSIONAL SERVICES RENDERED**

**RE: Environmental Public Affairs Agreement Number 5660052135**

STRATEGIC  
COMMUNICATORS

Fees for Services Through January 31, 2019

- \* CORPORATE
- \* GOVERNMENT
- \* POLITICAL
- \* NONPROFIT

Current Fee per Agreement



Expenses Incurred



Past Due Fees and  
Expenses



**Total Fees and Expenses Due**



CURRENT FEE PER AGREEMENT

Amount

---

EXPENSES INCURRED

[REDACTED] monthly retainer [REDACTED] costs [REDACTED]

Total Expenses Incurred [REDACTED]

Total Fees and Expenses Due [REDACTED]

Maximum fee per Agreement

Previous balance [REDACTED]

Accounts receivable transactions

1/9/2019 Payment - Thank You. Check No. 1867331 [REDACTED]

1/22/2019 Payment - Thank You. Check No. 255988 [REDACTED]

1/25/2019 Payment - Thank You. Check No. 1875309 [REDACTED]

Total payments and adjustments [REDACTED]

Total Fees and Expenses Due [REDACTED]

---

---



Attached is our February 1<sup>st</sup> invoice for January work. You were overpaid.

Thanks,  
Joy

[REDACTED]  
Office Manager



**From:** [REDACTED]  
**Sent:** Thursday, February 7, 2019 5:15 PM  
**To:** [REDACTED]  
**Subject:** Attached Image

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

Email Content Generated by COLLECTOR

From: [REDACTED]  
To: "AP Invoices - SCG" <AP\_Invoices\_SCG@semprautilities.com>  
Sent: Thursday, February 7, 2019  
Subject: [EXTERNAL] [REDACTED] invoice 6094 - Non PO



March 1, 2019  
Invoice 6134

Mr. Ken Chawkins  
Invoice Contact  
Souther California Gas Compnay  
AP\_Invoices\_SCG@semprautilities.com



STRATEGIC  
COMMUNICATORS

- ▶ CORPORATE
- ▶ GOVERNMENT
- ▶ POLITICAL
- ▶ NONPROFIT

**INVOICE FOR PROFESSIONAL SERVICES RENDERED**

**Re: Environmental Public Affairs Agreement Number 5660052135**

**Fees for Services Through February 28th, 2019**

Provide strategic communications consulting and implementation regarding Californians for Balanced Energy Solutions including outreach and media planning; message development; staffing for first board meeting.

Total Current Fee Per Agreement \$

Expenses Incurred: Imprenta Communications Group \$

**Total Fees and Expenses Due** \$



Attached is our March 1<sup>st</sup> invoice for February work. You have a previous balance of [REDACTED] from the February 1<sup>st</sup> invoice. Per instructions, I have not shown the past due on this invoice.

Thanks,  
JOy

[REDACTED]  
Office Manager  
[REDACTED]  
[REDACTED]



**From:** [REDACTED]  
**Sent:** Thursday, March 14, 2019, 2:21 PM  
**To:** [REDACTED]  
**Subject:** Attached Image

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

Email Content Generated by COLLECTOR

From: [REDACTED]

To: "AP Invoices - SCG" <AP\_Invoices\_SCG@semprautilities.com>; "Chawkins, Ken D" <KChawkins@semprautilities.com>

Sent: Thursday, March 14, 2019

Subject: [EXTERNAL] [REDACTED] invoice 6134 Non PO



Mr. Ken Chawkins, Invoice Contact  
Southern California Gas Company  
AP\_Invoices\_SCG@semprautilities.com

April 1, 2019  
Invoice No.: 6168



**INVOICE FOR PROFESSIONAL SERVICES RENDERED**

**RE: Environmental Public Affairs Agreement Number 5660052135**

STRATEGIC  
COMMUNICATORS

Fees for Services Through March 31, 2019

- \* CORPORATE
- \* GOVERNMENT
- \* POLITICAL
- \* NONPROFIT

Current Fee per Agreement



Expenses Incurred



Past Due Fees and  
Expenses



**Total Fees and Expenses Due**



CURRENT FEE PER AGREEMENT

Amount

[REDACTED]

---

EXPENSES INCURRED

Imprenta Communications Group

[REDACTED]

Total Expenses Incurred

[REDACTED]

Total Fees and Expenses Due

[REDACTED]

Maximum fee per Agreement

Previous balance

[REDACTED]

Accounts receivable transactions

4/2/2019 Payment - Thank You. Check No. 1908553

[REDACTED]

4/2/2019 Credit

Total payments and adjustments

[REDACTED]

Total Fees and Expenses Due

[REDACTED]



PUBLIC AFFAIRS | CAMPAIGNS | ETHNIC MARKETING

# Invoice

## BILL TO



**INVOICE #** 3408

**DATE** 03/14/2019

**DUE DATE** 03/14/2019

**TERMS** Due on receipt

## SERVICE DATE

February 2019

DATE

ACTIVITY

AMOUNT

02/28/2019

### Services

#### Monthly Activity Summary:

- C4BES website and social media check-in meetings
- C4BES website revisions
- C4EBS email revisions
- Board meeting (test runs and actual meeting)
- Email system setup (mailing list & internal domain-specific emails)



02/28/2019

### Expenses

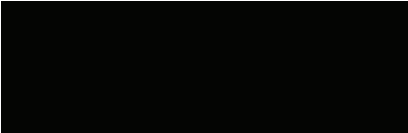
#### Other Direct Costs:

- Production site hosting: [Redacted]
- 6 domain-specific email account [Redacted]

Total expenses [Redacted]



Please make check payable to:



**BALANCE DUE**







Attached is our April 1<sup>st</sup> invoice for March work.

We received a payment on April 2<sup>nd</sup> for the March 1<sup>st</sup> invoice 6134. The payment of [REDACTED] included a [REDACTED] per the Agreement, but the discount should only apply to the [REDACTED] amount, not the out-of-pocket expenses – in this case [REDACTED] for [REDACTED]. Going forward, if you are paying within the 15-day period and are applying a discount, it should be on the [REDACTED].

There is also a past due amount of [REDACTED] from the February 1<sup>st</sup> invoice 6094.

Thanks.

Have a nice weekend,  
Joy

[REDACTED]  
Office manager



**From:** [REDACTED]  
**Sent:** Friday, April 5, 2019 3:24 PM  
**To:** [REDACTED]  
**Subject:** Attached Image

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

Email Content Generated by COLLECTOR

From:

[REDACTED]

To: "AP Invoices - SCG" <AP\_Invoices\_SCG@semprautilities.com>

Sent: Friday, April 5, 2019

Subject: [EXTERNAL] [REDACTED] [invoice 6168 - Non PO



May 1, 2019  
Invoice 6205

Mr. Ken Chawkins  
Invoice Contact  
Southern California Gas Company  
AP\_Invoices\_SCG@semprautilities.com



STRATEGIC  
COMMUNICATORS

- ▶ CORPORATE
- ▶ GOVERNMENT
- ▶ POLITICAL
- ▶ NONPROFIT

**INVOICE FOR PROFESSIONAL SERVICES RENDERED**

**Re: Environmental Public Affairs Agreement Number 5660052135**

**Fees for Services Through April 30th, 2019**

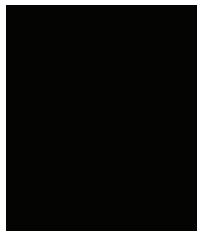
Provide strategic communications consulting and implementation regarding Californians for Balanced Energy Solutions, including outreach, media planning and message development.

Total Current Fee Per Agreement \$

Expenses Incurred: \$

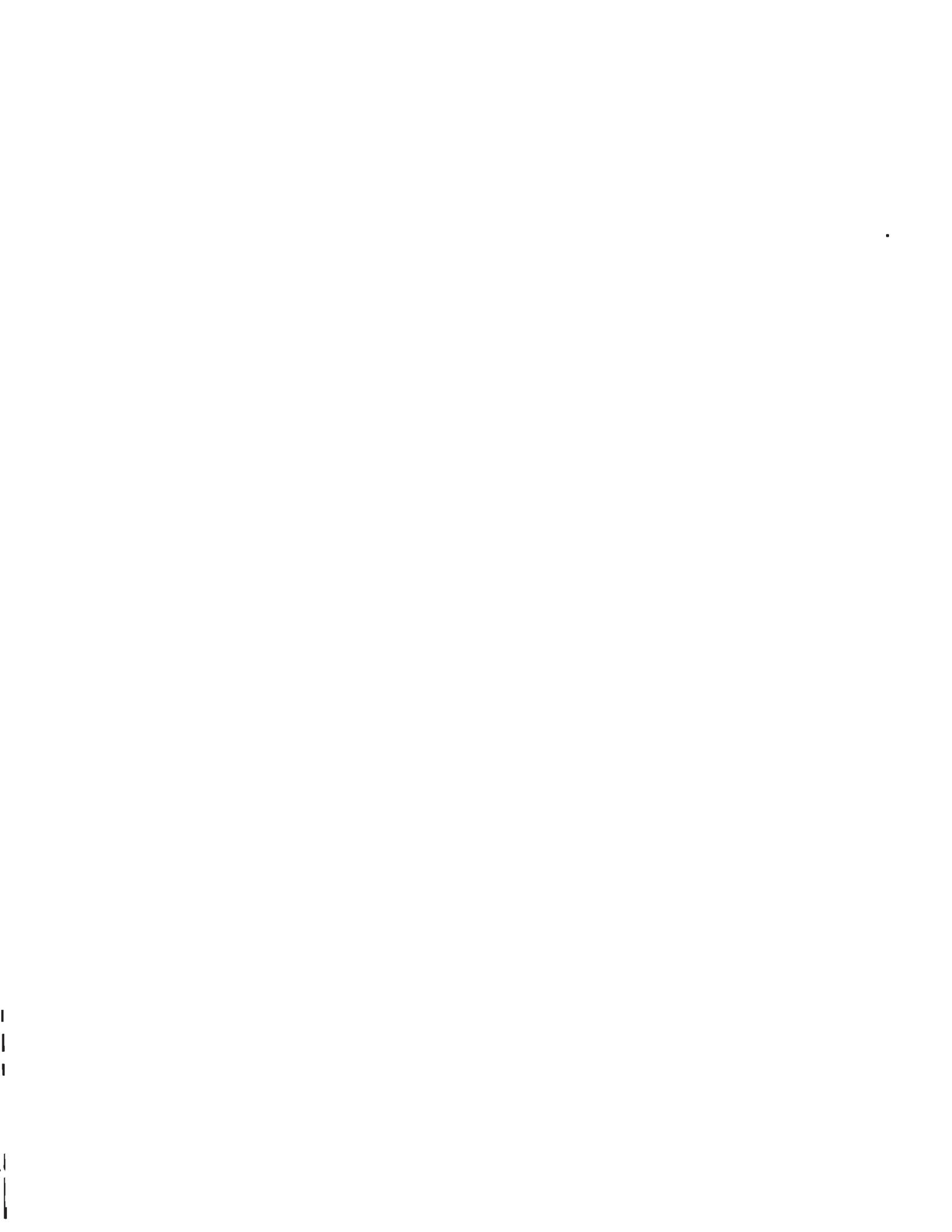


Airfare: JM 4/24, to/fm Burbank/SFO  
Parking: JM, 4/24, Burbank Airport  
Transportation to/fm SF airport  
Postage: Oxnard meeting card  
Hyphen8tion Studios: print design

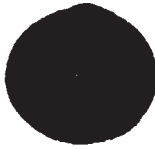
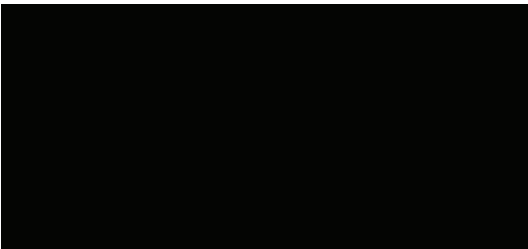


**Total Fees and Expenses Due** \$





Social Gas



# Invoice

**BILL TO**



**INVOICE #** 3420

**DATE** 04/04/2019

**DUE DATE** 04/04/2019

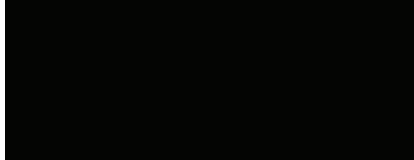
**TERMS** Due on receipt

**SERVICE DATE**

March 2019

DATE	ACTIVITY	AMOUNT
03/31/2019	<p><b>Services</b></p> <p>Monthly Activity Summary:</p> <ul style="list-style-type: none"> <li>• C4BES website revisions &amp; updates</li> <li>• C4BES social media content / asset production &amp; revisions</li> <li>• Social media paid promotional memo</li> <li>• Social media target following list research</li> <li>• Social media promotion</li> <li>• Weekly report</li> <li>• Client calls</li> <li>• Business card development</li> <li>• Letterhead update</li> <li>• Chinese BBQ join letter translation</li> </ul>	
03/31/2019	<p><b>Expenses</b></p> <p>Other Direct Costs:</p> <ul style="list-style-type: none"> <li>• Production site hosting </li> <li>• 6 domain-specific email accounts </li> </ul> <p>Total expenses: </p>	

Please make check payable to:



**BALANCE DUE**



5/3/19 CK 12226

# Receipt for confirmation number AXPGW3

**UNITED**


A STAR ALLIANCE MEMBER

**Confirmation: AXPGW3**
[Check-In >](#)

Issue Date: April 23, 2019

Traveler:

**eTicket Number**  
 0162449874604

**Frequent Flyer**
**Seats**  
 11B/24C

**FLIGHT INFORMATION**

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Wed, 24APR19	UA5655	S	BURBANK, CA (BUR) <b>9:45 AM</b>	SAN FRANCISCO, CA (SFO) <b>11:20 AM</b>	ERJ 175	
Flight operated by SKYWEST AIRLINES doing business as UNITED EXPRESS.						
Wed, 24APR19	UA1885	V	SAN FRANCISCO, CA (SFO) <b>8:40 PM</b>	BURBANK, CA (BUR) <b>9:55 PM</b>	A-319	

**FARE INFORMATION**
**Fare Breakdown**

Airfare:

 U.S. Transportation Tax:  
 September 11th Security Fee:  
 U.S. Flight Segment Tax:  
 U.S. Passenger Facility Charge:  
 Per Person Total:

**Form of Payment:**

 VISA  
 Last Four Digits

**eTicket Total:**

The airfare you paid on this itinerary totals

**The taxes, fees, and surcharges paid total:**

Fare Rules:

Additional charges may apply for changes in addition to any fare rules listed.

NONREF/OVALUAFTDPT/CHGFEE

Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

 Additional  
 Charges:

 Tue., Apr. 23, 2019/Visa 6070 was charged 19 USD for the / EDD 01629253156053  
 USD for: Preferred Zone Assignment

**Important Information about MileagePlus Earning**

- Accruals vary based on the terms and conditions of the traveler's frequent flyer program, the traveler's frequent flyer status and the itinerary selected. United MileagePlus® mileage accrual is subject to the rules of the MileagePlus program
- Once travel has started, accruals will no longer display. You can view your MileagePlus account for posted accrual
- You can earn up to 75,000 award miles per ticket. The 75,000 award miles cap may be applied to your posted flight activity in an order different than shown
- PQD are a Premier status requirement for members in the U.S. only.
- Accrual is only displayed for MileagePlus members who choose to accrue to their MileagePlus account.

**eTicket Reminders**

PAPA WIA

**Hollywood Burbank Airport**

Thank you for using Hollywood Burbank Airport  
Valet

Please call 818-840-8840 if you have any  
questions or comments

RRN: 920231-20190424215705

Ticket: **920231**

Spot: **7092**

Tranact: 0000001050128

License/State: 7L BG443 CA

Color: Gray

Make/Mod: Mercedes Benz

Garage Loc: Main Garage

Request Loc: Main Location

Arrival Date: 04/24/2019 08:23:35

Trans Date: 04/24/2019 21:57:15

Customer: [REDACTED]

Cashier: Sue

Park Chrg: [REDACTED]

NEW RATE

**Ttl Charge:** [REDACTED]

Chip Read

Customer: [REDACTED]

Last 4: [REDACTED]

Approval: 013781

Yellow Card Srvs  
Yellow Cab Coop  
San Francisco  
415-839-4600

Start Time:  
04/24/19 11:09

End Time:  
4/24/19 11:34

Vehicle: 1488

Driver: 1488

Trans: 1109714

Card: VISA [REDACTED]

Approval: 029510

Fare: [REDACTED]

Extras: [REDACTED]

Tip: [REDACTED]

Total: [REDACTED]

For Service Call  
415-333-3333

\* COMPANY AND/OR PRODUCT NAMES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS

**From:** Lyft Ride Receipt <[no-reply@lyftmail.com](mailto:no-reply@lyftmail.com)>

**Date:** April 24, 2019 at 2:58:39 PM PDT

**To:** [jim@jamci.com](mailto:jim@jamci.com)

**Subject:** Your ride with Firuz on April 24



**Thanks for riding with Firuz!**

April 24, 2019 at 2:32 PM

**Ride Details**

Lyft fare (13.62mi, 25m 6s)

Tip

VISA Visa [REDACTED]





# Invoice



Date	Invoice No.
04/25/19	10639

Bill To:

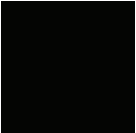
Ship To
USPS- Santa Barbara SCF

P.O. Number	Terms	Rep	Ship Date	Ship Via	FOB	Project
M11282	Due on receipt		05/06/19	Truck	Los Angeles,	

Item	Description	Quantity	Price Each	Amount
Postage	Standard postage			
	4/24/19 Ch 12207			

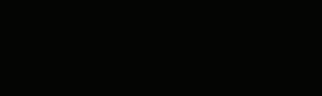
Californians for Balanced Energy Solutions Oxnard Meeting Card	Total	
--	-------	--

69368



Invoice

BILL TO



United States

MC19-001

05/03/2019

Due on receipt

05/03/2019

PROJECT NAME

C4BES quarter ad

ACTIVITY	AMOUNT
<b>Print:Design</b> Design + layout of ad - initial - 2 designs - up to 4 revision rounds - quarter page (exact size TBD) - single sided (4/0 color) - print-ready file formatting + delivery	
<b>Print:Design</b> Reformat of ad - additional - up to 4 revision rounds - quarter page (exact size TBD) - must use same content as initial - single sided (4/0 color) - print-ready file formatting + delivery	
<b>Print:Design</b> Design + layout of ad - second - 1 design - up to 4 revision rounds - quarter page (exact size TBD) - single sided (4/0 color) - print-ready file formatting + delivery	

Please make checks payable to Hyphen6tion Studios, LLC 2480 Riviera Dr., Chula Vista, California 91915

All copy must be provided by client. All imagery must be provided by client. All final artwork must be provided by client. Invoices unpaid for 30 days will incur a late charge of 10% after 90 days.



Attached is our May 1<sup>st</sup> invoice for April work.

Thanks,  
Joy

[Redacted]

Office manager

[Redacted]

[Redacted]



**From:** [Redacted]

**Sent:** Thursday, May 9, 2019 3:35 PM

**To:** [Redacted]

**Subject:** Attached image

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

Email Content Generated by COLLECTOR

From:

[REDACTED]

To: "AP Invoices - SCG" <AP\_Invoices\_SCG@semprautilities.com>

Sent: Thursday, May 9, 2019

Subject: [EXTERNAL] [REDACTED] Invoice 6205 -- Non-PO

Agreement: 5660052135



## Southern California Gas Company Standard Services Agreement

<b>PROJECT:</b>	Public Affairs Consulting	
		MAIL ORIGINAL INVOICE TO
<b>CONTRACTOR:</b>	[REDACTED]	Southern California Gas Company Accounts Payable P. O. BOX 30777 Los Angeles, CA

This Standard Services Agreement ("Agreement") is made effective as of March 13, 2018 between Southern California Gas Company ("Company") and [REDACTED] ("Contractor").

The Parties hereby agree as follows:

**1. SCOPE**

Contractor shall perform, at its own proper cost and expense, in the most substantial and skillful manner, to the satisfaction of Company, the following generally described services ("Services");

Consulting, including but not limited to responding to calls for assistance concerning whatever matter company has chosen to help develop general or specific strategies and tactics, proposed solutions, or acquiring political and policy intelligence. This includes assisting the Company with public affairs planning and messaging whether focused on customers, communities, governments, shareholders, or the media.

**2. PROJECT LOCATION**

Various Locations

**3. AUTHORIZED REPRESENTATIVES**

Company designates the individual or individuals named below as Company Representatives for all matters relating to the performance of the Services. The actions taken by the Company Representatives shall be deemed acts of the Company. Company may at any time upon written notice to Contractor change the designated Company Representative.

Company Representative: Ken Chawkins

Contractor designates the individual or individuals named below as Contractor Representative for all matters relating to the performance of Services. The actions taken by Contractor Representative shall be deemed acts of Contractor. Contractor Representative or designated superintendent shall be at the jobsite at all times during the Services. Contractor may at any time upon written notice to Company change the designated Contractor Representative.

Contractor Representative: [REDACTED]

**4. COMPENSATION**

Contractor shall be compensated for the Services at the rates set forth in the below rate table in an amount Not-To-Exceed (“NTE”) [REDACTED] per month (Total [REDACTED] for 12 months).

Resource		Rate Per Hour	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	

Contractor shall notify Company in writing when the costs incurred under this Agreement equal ninety percent (90%) of [REDACTED]. Company will not be required to pay Contractor for the Services in excess of the NTE amount unless and until, at Company’s sole option, Company elects in writing to increase the NTE amount.

Contractor will be reimbursed for travel and expenses authorized in writing in advance by Company Representative. Travel and expense will be reimbursed at cost without any overhead or other mark-ups in accordance with Schedule B – Reimbursement Policy.

**5. COMMENCEMENT AND COMPLETION OF SERVICES**

This Agreement shall commence as of January 26, 2018 and shall be in full force and effect through January 15, 2019, unless terminated earlier or extended by Company in accordance with the terms of this Agreement. Contractor agrees to commence and perform the Services in accordance with the requests of Company Representative identified herein. The nature of the Services is such that timely performance is critical to the orderly progress of related work and to the operating schedule of Company.

**6. INVOICING INSTRUCTIONS**

All invoices submitted must reference the Agreement number (5660052135) and the Invoice Contact (Ken Chawkins) and have complete support documentation of all charges incurred, including any data required to calculate fees or variable rate changes, plus support documentation for any authorized reimbursable expenses by category. Contractor may submit invoices via e-mail to:

SCG Accounts Payable: AP\_Invoices\_SCG@semprautilities.com

7. **PAYMENT**

Company shall make payment 2.0% 15 Days Net 60 Days after receipt and approval of an undisputed invoice to the following address:



Company offers additional discounted payment terms to Contractor pursuant to Contractor's enrollment through Ariba's online platform, which is Company's approved third-party payment platform. If Contractor is enrolled in Ariba's online platform as of the Effective Date, such discounted payment terms shall supersede those set forth in this Section during the period that Contractor maintains its enrollment. If Contractor enrolls in the Ariba online platform and selects certain discounted payment terms after the Effective Date, such discounted payment terms shall supersede those set forth in this Section as of the date of Contractor's enrollment in the Ariba online platform until the date that Contractor is no longer enrolled therein.

8. **AUTOMATED CLEARINGHOUSE (ACH) PAYMENT METHOD**

Upon enrollment by Contractor, Company shall make payments as automated clearinghouse transactions. Prior to Contractor's enrollment, Company shall make all payments by check to Contractor's address set forth above.

9. **COMPLETE AGREEMENT**

This Agreement, including all Schedules and other documents attached hereto, which are incorporated herein by reference, constitutes the complete and entire agreement between the parties and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, deletions from, or changes in, any of the provisions hereof, and no understandings, representations or agreements concerning any of the same, which are not expressed herein. **THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE A PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.**

SCHEDULE A - GENERAL TERMS AND CONDITIONS

SCHEDULE B - REIMBURSEMENT POLICY

SCHEDULE C - DBE SUBCONTRACTING GOAL AND REPORTING REQUIREMENTS

**IN WITNESS WHEREOF, the parties have executed this Agreement as of March 13, 2018.**



Southern California Gas Company

By: 

Name: Michael Herrera

Title: Category Management Advisor

By:

Name:

Title:



Senior Consultant

## SCHEDULE A

### Southern California Gas Company GENERAL TERMS AND CONDITIONS

1. **PARTIES.** This Agreement is entered into between Company and Contractor.
2. **CONTRACT FORMATION.** By this Agreement, Company offers to contract with Contractor solely upon the terms and conditions stated herein. Any additional or different terms and conditions proposed by Contractor prior to the execution of this Agreement are not agreed to, and hereby expressly rejected. Any additional or different terms and conditions proposed by Contractor after the Effective Date of this Agreement shall be of no force and effect unless expressly agreed to in writing by Company. Contractor accepts and shall be bound by the terms and conditions of this Agreement upon the earlier of (a) the Effective Date of this Agreement or (b) when it commences performance of the Services. No other form of acceptance shall be binding on Company.
3. **CHANGE ORDERS.** Company may at any time, in writing, direct or authorize Contractor to make changes or modifications to the work within the general scope of this Agreement. All such changes must be agreed upon and duly authorized in writing by both parties prior to Contractor's implementation thereof. Company shall not be required to make any payment for any change or modification which is not authorized in writing.
4. **INVOICING.** If Contractor's invoice price does not match the Agreement price, Company shall pay Contractor the lesser of the amount payable under this Agreement or the invoice. When Contractor is considered to be a retailer under California law, Contractor's invoices shall properly identify California sales or use tax as a sales or use tax, and separately state the amount of such tax and any freight, installation, technical service or other charge which is excludable from such tax.
5. **PERFORMANCE.** Contractor shall, and shall cause its employees, and any agents, suppliers, subcontractors or other individuals or entities performing the Services on behalf of Contractor (each hereinafter, a "Contractor Party") to, perform the Services in accordance with established professional business standards and ethics and in conformity with each and every term of this Agreement. Contractor shall remedy any and all deficiencies in its Services that result from Contractor's or any Contractor Party's failure to adhere to the scope of work.
6. **WARRANTIES.** Contractor expressly represents and warrants that all the Services performed hereunder shall be performed in a good and workmanlike manner, and in compliance with the performance standards, drawings, specifications and any other description of services set forth in the scope of work, and the terms and conditions of this Agreement. Company may reject any Services failing to meet such standards, and require Contractor to promptly repeat, correct or replace such Services, at no charge to Company or, at Company's election, Company may hire a third party to complete the Services at Contractor's expense. Contractor further warrants and agrees that none of the materials to be furnished by Contractor or any Contractor Party in the performance of the Services contain asbestos or asbestos-containing materials, unless feasible alternatives or commercially reasonable replacements do not exist or are not available, and Company has approved of the same in writing.
7. **INSPECTION.** All Services performed by Contractor or any Contractor Party shall be subject to the inspection and approval of Company at all times, but such right of inspection of the Services shall not relieve Contractor of responsibility for the proper performance of the Services, nor shall such inspection waive Company's right to reject the Services at a later date. Contractor shall provide Company access to the facility or facilities where the Services are being performed and sufficient, safe and proper work conditions for such inspection. Contractor shall furnish Company such information concerning its operations and/or the performance of the Services as Company may request.
8. **ADHERENCE TO COMPANY'S RULES.** Contractor shall conduct its operations in strict observation of access routes, entrance gates or doors, parking and temporary storage areas as designated by Company. Under no circumstances shall Contractor or any Contractor Party's personnel, vehicles or equipment enter, move or be stored upon any area not authorized in writing by Company.
9. **COMPANY AND REGULATORY SAFETY AND SECURITY PROCEDURES.**
- 9.1 Contractor shall abide by all Company security procedures, rules and regulations and shall cooperate with Company security personnel whenever on Company's property, whether owned or leased. Contractor shall comply with and observe all applicable regulatory security procedures and requirements, including applicable Federal Energy Regulatory Commission Critical Infrastructure Protection Reliability Standards codified at FERC Order 791 (18 C.F.R. pt. 40).
- 9.2 If Contractor is classified as a Class I Contractor by Company, Contractor shall register with Company's vendor management company, ISNetwork ("ISN"), and shall obtain and maintain during the Term an "Approved" status from ISN.

Company has developed and adopted a manual describing the rules, safe work practices, and procedures that Contractor must follow and comply with when performing Work on behalf of Company or on Company property ("Contractor Safety Manual"). The Contractor Safety Manual is available to view or download on Contractor's ISN Bulletin Board, accessible at <https://www.isnetwork.com/BulletinBoard/asBulletinBoard.aspx>.

No later than ten (10) days after the Effective Date, at least once every year thereafter (no later than December 1 of each such year), and within 30 days of receiving notification of a change to the Contractor Safety Manual, Contractor shall sign the last page of the Contractor Safety Manual stating that Contractor has read and understands the requirements set forth in the Manual, and upload such signed document into ISN. Duplicates are not necessary if Contractor already has a signed and active Contractor Safety Manual acknowledgment on file.

Contractor shall review the Pre-Work Safety Meeting Notification and Acknowledgement provided by Company at the time of contracting (Exhibit B of the Contractor Safety Manual), sign the form and post it on its ISN Bulletin Board prior to commencement of Work.

10. **PROHIBITION ON NON-PUBLIC INFORMATION SHARING.** Contractor understands that the California Public Utilities Commission ("CPUC") and the Federal Energy Regulatory Commission ("FERC") have issued certain Affiliate Rules, including (a) CPUC Decisions ("D.") 06-12-029 and 98-03-073, and (b) FERC Orders 697 (18 C.F.R. Section 35.39(g)) and 717 (18 C.F.R. pt. 358). Contractor and any Contractor Party may be in receipt of or have access to non-public information which is subject to the foregoing rules. In accordance with those rules, Contractor agrees and shall cause each Contractor Party to agree not to disclose or allow access to: (a) any non-public information of San Diego Gas & Electric Company and/or Southern California Gas Company with any entity affiliated with such utilities by virtue of substantial, even if not majority, direct or indirect ownership, other than the ultimate parent company of both such entities, Sempra Energy, Inc. (each, a "Sempra Subsidiary"); (b) any non-public electric or gas marketing, procurement or transmission-related information of any Sempra Subsidiary with any other Sempra Subsidiary; (c) any non-public transmission-related information of any Sempra Subsidiary's transmission operations with persons participating in the performance of the same Sempra Subsidiary's or any other Sempra Subsidiary's electric and/or gas procurement, marketing or other merchant functions; or (d) any gas procurement, marketing or merchant information associated with Southern California Gas Company's merchant function with persons participating in the performance of Southern California Gas Company's and/or San Diego Gas & Electric Company's gas operations function. In addition, per Resolution E-4874 the California Public Utilities Commission prohibits electric corporations with Community Choice Aggregator Codes of Conduct from using their contractors and consultants in a manner that circumvents such Codes of Conduct, and requires Contractor to comply with such Codes of Conduct, as applicable.

10.1. **Training.** Contractor agrees that it or any Contractor Party may be required to complete training regarding the foregoing at Company's sole discretion.

11. **CONTRACTOR.**
- 11.1. It is agreed that Contractor is an independent business separate from Company and shall perform the Services as an independent contractor, and no principal-agent or employer-employee relationship or joint-venture partnership shall be created with Company.
- 11.2. Contractor represents to Company that Contractor and each Contractor Party is properly licensed (including, to the extent required by law to perform or to subcontract the Services, all necessary and appropriate licenses from the California Contractors' State License Board), fully experienced and qualified (including having all necessary authorizations) to perform the class and type of Services as specified in this Agreement, in addition to being properly insured, equipped, organized, staffed, and financed to handle such Services, and shall remain properly licensed, authorized, insured, equipped, organized, staffed and financed to

handle the Services throughout the term of this Agreement. Contractor shall not employ for the Services any person or entity that is unskilled or unlicensed in the work assigned to such person or entity.

11.3. Contractor acknowledges that it is responsible for its debts and obligations. Subject to and without limiting Contractor's obligation to perform as required under this Agreement, Contractor understands and agrees that Company has no authority to direct or control Contractor or any Contractor Party. Contractor shall perform the Services in an orderly and professional manner in accordance with industry standards. Contractor shall use prudent business practices in its relationships with each Contractor Party. Contractor shall not hold itself or its employees out as employees or agents of Company. Subject to the Article entitled "**CONTRACTOR PARTIES**" herein, Contractor acknowledges that it is free to contract with others for similar services. Contractor shall provide and maintain its own business premises, equipment, and supplies at its sole expense.

11.4. Prior to commencing Services and at any time upon request of Company, Contractor will provide a list of its employees and each Contractor Party's employees who will execute the Services. The employee list will disclose any individuals who are former employees of Company or of any direct and indirect parent, affiliate and/or subsidiary of Company. Company has the right to disapprove the use of one or more of such employees who will be executing the Services, and upon such notice of disapproval, Contractor shall immediately cease the use of such individual(s) in executing the Services.

11.5. Regardless of the nature or duration of any assignment with Company, no Contractor Party shall be eligible for or entitled to participate in any of Company's employee benefit plans, programs, policies or practices which may now or in the future be in effect, including any pension, retirement, or 401(k) plan; any profit sharing, stock option, bonus or incentive compensation plan; any life or health insurance plan; any vacation or holiday pay plan; or any separation payment plan. Contractor shall, or shall require that each Contractor Party is contractually obligated to treat individuals performing Services under this Agreement as its employees for the purposes of satisfying the requirements of the Patient Protection and Affordable Care Act of 2010, as amended (the "Affordable Care Act"), including the requirements of Internal Revenue Code section 4980H, Internal Revenue Code section 6056, and the requirements of Sections 18A and 18B of the Fair Labor Standards Act. Furthermore, Contractor shall, or shall require that each Contractor Party is contractually obligated to offer minimum essential coverage that is both affordable and of minimum value to all individuals (and their dependents) performing any part of the Services who are full-time employees in accordance with Internal Revenue Code section 4980H and the regulations issued thereunder, provided that Contractor or any such Contractor Party is a "large employer" subject to section 4980H.

12. **OWNERSHIP OF INTELLECTUAL PROPERTY.**

12.1. Any idea, invention, work of authorship, drawing, design, formula, algorithm, utility, tool, pattern, compilation, program, device, method, technique, process, improvement, enhancement, modification, development or discovery, whether or not patentable, or copyrightable, or entitled to legal protection as a trade secret or otherwise, that Contractor or any Contractor Party may conceive, make, develop, create, reduce to practice, or work on, in whole or in part, in the course of performing the Services (hereinafter, collectively, "Invention") shall be owned by Company and shall be delivered to Company upon completion of the Services. Contractor agrees that any copyrightable invention shall constitute a "work made for hire." Contractor hereby assigns to Company, and shall cause each Contractor Party to assign to Company, without royalty or any further consideration, its entire right, title and interest in and to any such Inventions. At Company's request, Contractor shall execute and cause each Contractor Party to execute an assignment confirming such action upon the completion of any work made for hire.

12.2. Contractor hereby grants to Company, and shall promptly either cause each Contractor Party to grant to Company or shall promptly sublicense to Company, an irrevocable, assignable, nonexclusive royalty-free unrestricted license to use, copy, distribute and make derivatives of any proprietary rights or specialized knowledge of Contractor that are part of any "Work Product" (defined below) furnished by Contractor to Company under this Agreement.

12.3. If requested by Company, Contractor agrees to take all actions necessary, at Company's sole cost and expense, to obtain, maintain or enforce patents, copyrights, trade secrets and other proprietary rights in connection with any Invention, and Contractor agrees that its obligations under this Article shall survive termination or expiration of this Agreement.

12.4. Any and all material and tangibly expressed information prepared, accumulated or developed by Contractor or any Contractor Party, including documents, drawings, designs, calculations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith (hereinafter, collectively "Work Product"), shall become the sole property of Company without any further consideration to be provided therefore when (a) prepared or in process, in connection with the Services and (b) whether or not delivered by Contractor. Contractor shall deliver the Work Product, or any portion thereof, to Company on request, together with any other requested materials and/or equipment furnished to Contractor by Company hereunder, and, in any event, upon termination or expiration of this Agreement.

13. **INDEMNITY.**

13.1. As between Company, and Contractor, Contractor shall be solely responsible for and Contractor shall indemnify, defend and hold Company, and its current and future direct and indirect parent company(ies), subsidiaries, affiliates and their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns (collectively, including Company, the "Indemnitees") harmless for, from and against any and all claims, actions, suits, proceedings (collectively, "Claims"), losses, liabilities, penalties, fines, damages, demands, costs and/or expenses, including all reasonable consulting and attorneys' fees (including fees and disbursements of in-house and outside counsel) of any kind whatsoever (collectively, "Liabilities") resulting from: (a) injuries to or death of any and all individuals, including members of the general public, or any employee, agent, independent contractor or consultant or affiliate of either Company or Contractor, arising out of or connected in any manner with the performance of Services by Contractor or any Contractor Party, (b) damage to, loss, and/or destruction of property, arising out of or connected in any manner with the performance of Services by Contractor or any Contractor Party, (c) Contractor or any Contractor Party's failure to comply with the Article entitled "**COMPLIANCE WITH LAWS**" herein, or (d) other third party Claims and Liabilities of any kind, whether based upon negligence, breach of contract, strict liability or otherwise, arising out of or connected in any manner with Contractor's or a Contractor Party's acts or omissions in breach of this Agreement. This indemnification obligation shall not apply to the extent that injuries, death, loss, damage or destruction is caused by either the willful misconduct of Company or Company's sole negligence.

13.2. Contractor shall indemnify, defend and hold the Indemnitees harmless for, from and against any and all Claims and Liabilities arising from or in connection with: (a) actual or alleged infringement or misappropriation by Contractor or any Contractor Party of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the Services, including any deliverable or related "work product"; and (b) Contractor or any Contractor Party's violation of any third party license to use intellectual property in connection with the Services, including any deliverable or related "work product."

13.3. If any Claim is brought against an Indemnitee arising out of or related to this Agreement or the Services, then Contractor shall assume the defense of such Claim with counsel reasonably acceptable to such Indemnitee, unless in the opinion of counsel for such Indemnitee a conflict of interest between such Indemnitee and Contractor may exist with respect to such Claim. If a conflict precludes Contractor from assuming the defense of such Indemnitee, then Contractor shall reimburse such Indemnitee on a monthly basis for such Indemnitee's defense costs through separate counsel of such Indemnitee's choice. If Contractor assumes the defense of such Indemnitee with acceptable counsel, such Indemnitee, at its sole option and expense, may participate in the defense with counsel of such Indemnitee's own choice without relieving Contractor of any of its obligations hereunder.

13.4. Contractor shall, and shall require that all Contractor Parties are contractually obligated to, indemnify, defend and hold Indemnitees harmless from and against all Claims and Liabilities: (a) asserted by or on behalf of any individual performing any Services alleging that, in connection with the Services, he or she is entitled to participate in any Indemnitee's employee benefit plans, programs, policies or practices which may now or in the future be in effect, including any pension, retirement, 401(k), profit sharing, stock option, bonus, incentive compensation, life insurance, health insurance, vacation, holiday, or separation payment plan; and (b) arising out of any assertion by the IRS that an individual performing any Services is a common law employee of any Indemnitee, including any Claims and Liabilities for taxes owed under Internal Revenue Code section 4980H.

13.5. Contractor's obligation to indemnify the Indemnitees under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for Contractor or any Contractor Party under any statutory scheme, including any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

14. **INSURANCE.**

**GENERAL REQUIREMENTS.** Contractor's insurance requirements are set forth as follows, but shall not in any way limit the amount or scope of liability of Contractor under this Agreement. This Article constitutes the minimum insurance and requirements relating thereto.

- 14.1. **EFFECTIVENESS, CERTIFICATES, NOTICE OF CANCELLATION.** On or before the Effective Date of this Agreement, and thereafter during its term, Contractor shall provide Company with original, current certificates of insurance, and renewal certificates of insurance, including applicable endorsements, thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies required under this Article. Contractor shall not commence Services until Contractor has obtained all insurance required by this Article and has provided acceptable certificates of insurance. No insurance policy may be canceled, materially revised, or subject to non-renewal without at least thirty (30) days prior written notice being given to Company, ten (10) days for non-payment of premium. Contractor shall provide Company with renewal certificates of insurance or binders within five (5) business days prior to or after such expiration. Insurance shall be maintained without lapse in coverage during the term of this Agreement. Company shall also be given certified copies of Contractor's policies of insurance, upon request.
- 14.2. **PRIMARY AND NON CONTRIBUTORY.** The required policies, and any of Contractor's policies providing coverage excess of the required policies, shall provide that the coverage is primary for all purposes and Contractor shall not seek any contribution from any insurance or self-insurance maintained by Company.
- 14.3. **RATING.** All required policies of insurance shall be written by companies having an A. M. Best rating of "A -VII" or better, or equivalent.
- 14.4. **DEDUCTIBLE.** Contractor shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.
- 14.5. **Types of insurance required to be provided by Contractor.**
- 14.5.1. **Commercial General Liability.** Contractor shall carry and maintain an "occurrence" form commercial general liability policy or policies, insuring against liability arising from bodily injury, death, property damage, personal and advertising injury, products/completed operations liability, contractual liability covering all operations of Contractor for Services and/or Work performed under this Agreement. The Commercial General Liability insurance policy shall include (a) a severability of interest or cross-liability clause, and (b) additional insured endorsements evidencing ongoing and completed operations endorsements - ISO forms CG2010 and CG2037, or their equivalent. There shall be no wildfire, explosion, collapse or underground exclusion. Such coverage shall be in an amount of not less than \$1,000,000.00 per occurrence. If the policy maintains a policy aggregate, such aggregate shall not be less than \$2,000,000.00.
- 14.5.1.1. **Additional Insured.** Southern California Gas Company and its parent company, and its subsidiaries, affiliates and their respective officers, directors, employees, agents, representatives, successors and assigns shall be named as an additional insured by endorsement or blanket endorsement for the Commercial General Liability Insurance Policy.
- 14.5.1.2. **Waiver of Subrogation.** Each policy of insurance maintained by Contractor for Commercial General Liability shall contain a waiver of subrogation in favor of Southern California Gas Company.
- 14.5.2. **Commercial Automobile Liability.** Contractor shall maintain an automobile liability policy or policies insuring against all risks and liabilities arising from damages because of bodily injury, death, or damage to property, (including loss of use thereof), and occurring in any way related to the use by or on behalf of Contractor, in pursuit of the Work and/or Services, including loading or unloading of any of Contractor's automobiles (including owned, non-owned, leased, rented and/or hired vehicles). Contractor's automobile liability insurance coverage shall contain appropriate no-fault insurance provisions or other endorsements in accordance with applicable laws. Coverage shall be at least as broad as the Insurance Services Office Business Auto Coverage form covering Automobile Liability, code 1 "any auto. Such coverage shall be in an amount of not less than \$1,000,000.00 combined single limit.
- 14.5.3. **Workers Compensation Liability.** In accordance with the laws of the State(s) in which the Services and/or Work shall be performed, Contractor shall maintain in force workers compensation insurance for all of its employees. If applicable, Contractor shall obtain U.S. Longshoremen's and Harbor Workers compensation insurance, separately, or as an endorsement to workers compensation insurance. Contractor shall also maintain Employer's Liability coverage in an amount of not less than \$1,000,000.00 per accident and per employee for disease. In lieu of such insurance, Contractor may maintain a self-insurance program meeting the requirements of the State(s) in which the Services and/or Work shall be performed along with the required Employers' Liability insurance.
- 14.5.3.1. **Waiver of Subrogation.** Each policy of insurance maintained by Contractor for Workers Compensation Liability shall contain a waiver of subrogation in favor of Southern California Gas Company.
- 14.6. **Contractor's Subcontractors.** In accordance with the Article of this Agreement entitled "**CONTRACTOR PARTIES**", Contractor shall accept total responsibility to require all Contractor Parties to carry and maintain coverage with limits not less than those required in this Article. Contractor shall incorporate insurance requirement by reference within any contract executed by Contractor and any Contractor Party, and shall cause each Contractor Party to comply with the terms of this Agreement. Contractor will obtain and verify accuracy in their entirety of certificates of insurance evidencing required coverage prior to permitting any Contractor Party to perform the Services on the property of Company. Contractor will furnish original certificates of insurance with applicable endorsements from every Contractor Party as evidence thereof as Company may reasonably request.
- 14.7. **Reports.** Contractor shall immediately report to Company, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by Contractor or any Contractor Party or Contractor's receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim over \$100,000. Upon completion of the Services, Contractor shall submit to Company a written summary of all such injuries, losses, damage, notices or third party claims and occurrences that might give rise to such claims. Nil reports are required.
15. **Background and Drug Screening.** Provided that Contractor Personnel are performing or will perform Services pursuant to this Agreement, Contractor hereby certifies each such Contractor Personnel successfully passed a pre-employment: (a) background screening, which included a review and verification of such Contractor Personnel's (i) educational background, (ii) employment history for the three (3) year period immediately preceding such Contractor Personnel's date of hire with Contractor or a Contractor Party, as applicable, (iii) valid driver's license and clean driving record, and (iv) court records for such Contractor Personnel's area of residence for the seven (7) years period immediately preceding his or her date of hire with Contractor or a Contractor Party, as applicable, including verification that such Contractor Personnel was not convicted of a felony or other act involving a breach of trust or act of dishonesty; and (b) drug screening, which included the Substance Abuse and Mental Health Administration's five categories of drugs, also known as the "SAMHSA 5". For purposes of this Article, the term "Contractor Personnel" means any Contractor Party requiring, in Company's sole discretion, access to Company network infrastructure remotely or on-site, Company email access, or a badge for identification purposes or otherwise.
- 15.1. **Right to Audit.** Without limiting the generality of the Article entitled "Audit", Company reserves the right to view or inspect Contractor's screening records at any time so long as not to induce a significant business burden on Contractor. Such inspection allows Company's employee representative(s) or Company's contracted representative(s) to conduct a compliance review, audit, or other verification.
- 15.2. **Reporting Error.** If Contractor, while acting in good faith, made an error in certifying the correct pre-employment screening status of any Contractor Personnel pursuant to this article, Contractor shall immediately notify Company upon discovery of the error. Contractor shall then immediately remove such Contractor Personnel from Company's site and provide a qualified replacement at Contractor's sole cost and expense.
17. **SUPPLIER DIVERSITY.** It is the policy of Company to provide maximum opportunities for women, minority and service disabled veteran business enterprises ("DBEs"), to participate in the performance of contracts. Company expects as satisfactory performance to this Agreement, Contractor to utilize DBE Contractor Parties when feasible and to use good faith efforts to set and attain goals in parity with Company goals when contracting for work with Company. Contractor shall submit on a timely basis any documentation required by Company to report Contractor's DBE expenditures in connection with this Agreement.
18. **ASSIGNMENT.** Contractor shall give personal attention to the execution of the Services, and shall not permit this Agreement to be assigned voluntarily, involuntarily or by operation of law. No such written authorization, however, shall be construed as discharging or releasing Contractor in any way from the performance of the Services or the fulfillment of any obligation specified in this Agreement. Contractor shall remain jointly and severally liable with any permitted assignee for any failure to comply fully with all applicable obligations hereunder this Agreement. Company may assign in whole or in part its rights and obligations under this Agreement at any time without the consent of Contractor.
19. **TIME.** Time is expressly agreed to be of the essence in any performance related to this Agreement and each, every and all of the terms, conditions and provisions herein.

20. **GOVERNING LAW.** The formation, interpretation, performance and enforcement of this Agreement, and all Claims relating to or arising out of this Agreement, or the breach thereof, arising under any theory of law, shall be governed by and enforced under the laws of the State of California, without reference to conflicts of laws principles
21. **COMPLIANCE WITH LAWS.** At all times during performance of the Services, Contractor shall, and shall cause each Contractor Party to comply with and observe, all applicable federal, state, regional, municipal and local laws, ordinances, rules, codes, regulations, executive orders, applicable employment, safety and environmental orders and any applicable orders or decrees of administrative agencies, courts or other legally constituted authorities having jurisdiction or authority over Contractor, Company or the Services, as in effect from time to time.
22. **TERMINATION.** Company shall have the right to terminate this Agreement, or any part thereof, at any time for its sole convenience upon two (2) business days' written notice to Contractor. Contractor shall fully justify and document to Company in writing any termination charges claimed by Contractor (which shall not exceed 110% of the reasonable and actual cost already incurred of direct labor, materials and overhead). In no event shall Contractor be entitled to payment for any Services which has not been authorized by Company, or is not yet performed, or any anticipated profits for any Services that have not been authorized or performed. Any payment of termination charges shall occur within thirty (30) days of receipt of Contractor's written submittal of charges and justification to Company's satisfaction. Company shall have the right to review and verify by independent audit, any termination charges claimed by Contractor prior to payment.
23. **LIENS.** Without limiting the generality of any other provisions herein, Contractor shall indemnify, defend, and hold each Indemnitee harmless from and against any mechanic's lien or stop notice claim against Company by Contractor or any Contractor Party pertaining to the Services. If Contractor fails to remove or discharge by bond, payment or otherwise any lien or claim within five (5) business days after Company's written demand to do so, Company may offset the compensation otherwise payable to Contractor under this Agreement or any other agreement in order to pay such lienors directly.
24. **RETENTION.** Company shall have the right to withhold a retention from payments due Contractor. The amount of the retention shall be paid within 45 days after the "date of completion," as defined by California Civil Code Section 8180; provided, however, Company may require Contractor to provide conditional or unconditional lien releases as a condition to release of the retention and such additional amounts due Contractor as necessary until such liens have been satisfied by Contractor. In addition, Company may use the retention to satisfy directly the claim of any lienor.
25. **AUDIT.** Company shall have the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm, who shall have the right to audit and to examine any cost, payment, settlement or other supporting documentation resulting from the Services. Any such audit or examination may be undertaken by Company or its contracted representative(s) at reasonable times during normal business hours and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit(s).
- 25.1 Contractor shall include a clause similar to the one immediately above in its arrangements with each Contractor Party reserving the right to designate Contractor's own employee representative(s), its contracted representative(s) from a certified public accounting firm, and/or representative(s) from Company, who shall have the right to audit and to examine any cost, payment, settlement or other supporting documentation resulting from any item related to the Services.
- 25.2 Contractor shall be notified in writing of any exception taken as a result of an audit of Contractor or a Contractor Party. Contractor shall refund the amount of any exception to Company within ten (10) days. If Contractor fails to make such payment, Contractor shall pay interest on any unpaid portion of such payment, accruing monthly, at a rate equal to the lesser of ten percent (10%) per annum or the maximum lawful rate. Interest shall be computed from the date of written notification of exception(s) to the date Contractor reimburses Company in full for such exception(s). In the event an audit in accordance with this Article discloses an overcharge of five percent (5%) or greater, then Contractor shall reimburse Company for the cost for the performance of such audit.
- 25.3 Company's right to audit shall extend for a period of five (5) years following the date of final payment under this Agreement. Contractor shall and shall require each Contractor Party to retain all necessary records and documentation for the entire length of this audit period.
26. **TAXES.** Contractor assumes exclusive liability for and shall pay before delinquency, all federal, state, regional, municipal or local sales, use, excise and other taxes, charges or contributions imposed on, or with respect to, or measured by (i) the equipment, materials, supplies or labor furnished hereunder, (ii) the wages, salaries or other remunerations paid to individuals employed in connection with, the performance of the Services, or (iii) any failure of Contractor or any Contractor Party to comply with the Affordable Care Act with respect to individuals performing any part of the Services. Contractor shall indemnify, defend and hold each Indemnitee harmless from and against any and all Claims and Liabilities arising by reason of Contractor or any Contractor Party's failure to pay such taxes, charges or contributions.
- 26.1. Without limiting the generality of this Article, Contractor agrees to treat all individuals performing the Services as employees of Contractor for purposes of federal and state income taxes, Social Security and Medicare taxes, unemployment and disability insurance premiums. No exceptions shall be permitted under this Article without a written amendment to this Agreement prior to any individual performing any required Services. Contractor agrees that, at any time during the performance of this Agreement, Company shall have the right to audit Contractor's compliance with this provision in accordance with the Article entitled "AUDIT".
- 26.2. To the extent any portion of the Services are performed in the State of California, either (a) Contractor represents that Contractor is a California resident or registered with the California Secretary of State and shall provide Company with an original and a copy of Form 590, Withholding Exemption Certificate, in accordance with California Revenue and Taxation Code Section 18662 and regulations thereunder; or (b) seven percent (7%) of all compensation payable to Contractor for Services performed in California shall be withheld in accordance with applicable California Franchise Tax Board ("FTB") or successor regulations, unless Company has been notified in writing by FTB that withholding is waived or a lower rate of withholding is authorized.
- 26.3. Contractor and Company shall make commercially reasonable efforts to cooperate with each other to minimize the tax liability of the parties to the extent legally permissible (and with no duty to increase either party's tax liability), including separately stating taxable charges on Contractor's invoices and supplying resale and exemption certificates, if applicable, and any other information as reasonably requested.
- 26.4. Notwithstanding anything to the contrary set forth herein or in any other written or oral understanding or agreement to which the parties are parties to or by which they are bound, the parties acknowledge and agree that: (a) any obligations of confidentiality contained herein and therein do not apply and have not applied from the commencement of discussions between the parties to the tax treatment and tax structure of any transaction related to the Services or any other transactions or arrangements; and (b) each party (and each of its employees, subcontractors, suppliers, representatives, or other agents) may disclose to any and all persons or entities, without limitation of any kind, the tax treatment and tax structure of any transaction and all materials of any kind (including opinions or other tax analyses) that are provided to such party relating to such tax treatment and tax structure, all within the meaning of Treasury Regulations Section 1.6011-4; provided, however, that the foregoing is not intended to affect any privileges that such party is entitled, in its sole discretion, to maintain, including with respect to any confidential communications with its attorney or any confidential communications with a federally authorized tax practitioner under Section 7525 of the Internal Revenue Code.
27. **VALIDITY.** The invalidity, in whole or in part, of any provisions hereof shall not affect the validity of any other provisions hereof.
28. **DISPUTES.** Any dispute that cannot be resolved between Contractor Representative and Company Representative shall be referred to Company Director - Supply Management and an officer of Contractor for resolution. If Company and Contractor cannot reach an agreement within a reasonable period of time, Company and Contractor shall have the right to pursue litigation as provided for herein. In no event shall the litigation of any controversy or the settlement thereof delay the performance of the Services.
- 28.1. In the event of any litigation to enforce or interpret any terms of this Agreement, unless the parties agree in writing otherwise, such action shall be brought in a Superior Court of the State of California located in either the County of San Diego or the County of Los Angeles (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in either the U.S. District Court for the Southern or Central District of California), and the parties hereby submit to the exclusive jurisdiction of said courts.
- 28.2. In any action in litigation to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses (including expert testimony) and reasonable attorneys' fees (including fees and disbursements of in-house and outside counsel) incurred therein by the prevailing party.
29. **CONFIDENTIALITY.** For purposes of this Agreement, the term "Confidential Information" means proprietary information concerning the business, operations and assets of Company, its direct and indirect parent company(ies), subsidiaries and/or affiliates, including the terms and conditions of this Agreement or any related agreement, information or materials prepared in connection with the performance of Services, or any related subsequent agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how,

manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, customer, supplier or personnel names and other information related to customers, suppliers or personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential Information shall not include: (a) information known to Contractor prior to obtaining the same from Company; (b) information in the public domain at the time of disclosure by Contractor; (c) information obtained by Contractor from a third party which did not receive same, directly or indirectly, from Company; (d) information developed independently by Contractor without use of reference to the Confidential Information or (e) information approved for release by express prior written consent of an authorized officer of Company. Contractor shall have the burden of proof in establishing that its use of Company information is permitted by (a), (b), (c), (d) or (e) of this provision.

29.1. Contractor hereby agrees that it shall use the Confidential Information solely for the purpose of performing Services and not in any way detrimental to Company, its direct and indirect parent company(ies), subsidiaries and/or affiliates. Contractor shall not, and shall not permit its directors, officers or any Contractor Party to use the Confidential Information for their own benefit.

29.2. Contractor agrees to use at least the same degree of care Contractor uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care, to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Contractor shall keep confidential and not disclose the Confidential Information. Contractor shall cause each of its directors, officers, and Contractor Parties to become familiar with, and abide by, the terms of this Agreement.

29.3. Notwithstanding any other provisions of this Article, Contractor may disclose any of the Confidential Information in the event, but only to the extent, that, based upon reasonable advice of counsel, Contractor is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Contractor shall provide Company with prompt written notice of any such requirement so that Company (with Contractor's assistance if requested by Company) may seek a protective order or other appropriate remedy.

29.4. Except in the event Contractor is required to disclose any Confidential Information in accordance with the foregoing provisions, Contractor shall not, without the prior written consent of Company, disclose to any third party the fact that such Confidential Information has been made available to Contractor.

29.5. At any time upon the request of Company, Contractor shall promptly deliver to Company or destroy if so directed by Company (with such destruction to be certified to Company) all documents (and all copies thereof, however stored) furnished to or prepared by Contractor that contain Confidential Information and all other documents in Contractor's possession that contain or that are based on or derived from Confidential Information.

29.6. Notwithstanding the return or destruction of all or any part of the Confidential Information, the confidentiality provisions set forth in this Agreement shall nevertheless remain in full force and effect with respect to specific Confidential Information until the date that is five (5) years after the date of disclosure of such Confidential Information, except as to Geographical Information Systems Data ("GIS Data"), information relating to Company's or its affiliates' substation, compressor station, valve station, and/or pipeline pressure regulating station design (including design documents and drawings, security systems design and operation and similar information constituting critical energy infrastructure information as defined by 18 C.F.R. §388.113(c)(1)) ("CEII"), and Confidential Information about, regarding or attributable to Company's or its affiliates' customers ("Confidential Customer Information"). Such term shall be perpetual for GIS Data, CEII and Confidential Customer Information. Moreover, Contractor represents, warrants, and covenants that security procedures and practices appropriate to the nature of the GIS Data, CEII and Confidential Customer Information involved are in place on the Effective Date of this Agreement and will be used at all times during the term of this Agreement to protect the GIS Data, CEII and Confidential Customer Information from unauthorized access, destruction, use, modification, or disclosure. Without limiting the generality of the foregoing or any other provision of this Agreement, Contractor shall access, collect, store, use, and disclose the Confidential Customer Information under policies, practices and notification requirements no less protective than those under which Company operates.

29.7. The parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Agreement and the obligations of Contractor are specifically enforceable. Accordingly, the parties agree that in the event of a breach or threatened breach of this Agreement by Contractor, Company, its direct and indirect parent company(ies), subsidiaries and/or affiliates, which shall be third party beneficiaries of this Agreement, shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to Company, its direct and indirect parent company(ies), subsidiaries and/or affiliates.

30. **ENVIRONMENTAL TERMS.**

30.1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

30.1.1. "**Hazardous Materials**" means any chemical, substance, material, controlled substance, object, product, by-product, residual, condition, solid, gas or waste or combination thereof, which is hazardous to human health or safety or the environment due to its ignitability, corrosivity, reactivity, toxicity, or other harmful or potentially harmful properties or effects. Hazardous Materials include any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, and substances defined as "hazardous substances," "hazardous material," "hazardous wastes," or "toxic substances" in, under or pursuant to any Environmental Law (as defined below). Hazardous Materials shall also include oil or petroleum and petroleum products, asbestos, and/or any asbestos containing materials, radon, polychlorinated biphenyls (PCBs), urea formaldehyde insulation, lead paints and/or coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which now are, or become in the future, listed, defined or regulated in any manner by any Environmental Law.

30.1.2. "**Environmental Law**" means applicable federal, state, regional, county or local law, regulation, decision of the courts, ordinance, rule, code, order, directive, guideline, permit, or permit conditions which, now or in the future, relate in any way to worker or workplace safety, environmental conditions, environmental quality or policy, or health and safety issues or concerns (including product safety). Environmental Law includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC, §§9601 et seq.), the Resource Conservation and Recovery Act (42 USC, §§6901 et seq.), the Federal Water Pollution Control Act (33 USC §§ 1251 et seq.), the Safe Drinking Water Act (42 USC §§300 et seq.), the Hazardous Materials Transportation Act (49 USC §§ 1801 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code, §§25300 et seq.), the Toxic Substance Control Act (15 USC §§2601, et seq.), the California Hazardous Waste Control Law (California Health & Safety Code, §§25100 et seq.), the Occupational Safety and Health Act (29 USC §§651 et seq.), the Safe Drinking Water and Toxic Enforcement Act (California Health & Safety Code §§25249.5, et seq.), the California Occupational Safety and Health Act (California Labor Code §§6300 et seq.), the Porter-Cologne Water Quality Control Act (California Water Code §§ 13000 et seq.), and applicable regulations or rules promulgated thereunder.

30.1.3. "**Governmental Agency**" shall mean any federal, state regional, municipal or local governmental agency or other public or political body having the jurisdiction, mandate, authority or power to regulate, implement, coordinate, administer or enforce any Environmental Law.

30.2. **Materials and Licenses.** Contractor agrees that all materials and equipment to be supplied or used by Contractor and/or any Contractor Party in the performance of its obligations under this Agreement, including vehicles, loading equipment, and/or containers, shall be in good condition and fit for the use(s) for which they are employed by Contractor or such Contractor Party. Contractor further agrees that none of the materials to be supplied or used by Contractor or a Contractor Party in the performance of its obligations under this Agreement shall contain asbestos or asbestos-containing materials, unless feasible alternatives or commercially reasonable replacements do not exist or are not available. The materials, equipment and Services shall comply with all Environmental Laws as of its delivery and installation and Contractor shall comply with Environmental Laws, including providing any Proposition 65 warnings and Material Safety Data Sheets ("MSDS"). All materials and equipment used in the Services (including any warranty re-installation) shall at all times be maintained, inspected and operated as required by Environmental Laws. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by any Environmental Law or Governmental Agency shall be procured and maintained for such materials and equipment at all times during the use of the same by Contractor and/or any Contractor Party in the performance of any of Contractor's obligations under this Agreement.

- 30.3. **Duty to Comply with Laws.** Contractor specifically agrees that in the performance of its obligations under this Agreement, Contractor shall at all times fully comply with and cause each of its subcontractors, if any, to fully comply with all applicable Environmental Laws. Contractor further agrees that Contractor shall have and cause its subcontractors, if any, to have and keep in effect all licenses, permits, registrations, certificates, training, and approvals required by any Environmental Law or by any Governmental Agency for the Services undertaken by Contractor or its subcontractors, if any, in the performance of Contractor's obligations under this Agreement.
- 30.4. **Indemnification.** Contractor hereby agrees to indemnify, defend and hold the Indemnitees harmless for, from and against any and all Claims and Liabilities, which Indemnitees, or any of them, may incur or suffer by reason of:
- (1) any unauthorized release of a Hazardous Material;
  - (2) any enforcement or compliance proceeding commenced by or in the name of any Governmental Agency because of an alleged, threatened or actual violation of any Environmental Law;
  - (3) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Environmental Law; and/or
  - (4) any other cause of whatsoever nature;
- arising out of or in any way connected with the performance under this Agreement by Contractor or any Contractor Party, except to the extent the same were caused by the willful misconduct or sole negligence of the Indemnitees.
- 30.5. **Release.** In the event of any unauthorized release of a Hazardous Material, Contractor shall perform the following actions:
- (1) Take all reasonable steps necessary to stop and contain said release;
  - (2) Make any report of such release as required under Environmental Law, and;
  - (3) Clean up such release as required by the applicable Governmental Agency and to the satisfaction of Company in the event such release occurs at or on Company or third party property.
- 30.6. **Notification.** Contractor shall immediately notify Company Representative of the following upon the occurrence of any unauthorized release of Hazardous Material in connection with the Services:
- (1) A description of the release;
  - (2) The identification of the Hazardous Material and the volume released;
  - (3) Death of any person;
  - (4) Property damage;
  - (5) Any communication from any Governmental Agency that alleges that Contractor is not acting in compliance with Environmental Law; and/or.
  - (6) Any communication from any Governmental Agency that affects any of Company's contractors' or subcontractors' permits or licenses.
- 30.7. **Reports.** Contractor shall submit within 36 hours of the unauthorized release to Company Representative a written report, in a format required by Company describing in detail any event of any unauthorized release of a Hazardous Material which shall include the following information:
- (1) Name and address of Contractor and any Contractor Party(ies) involved.
  - (2) Name and address of Contractor's commercial and environmental liability insurance carrier.
  - (3) Name and address of any injured or deceased persons, if applicable.
  - (4) Name and address of any property damage, if applicable.
  - (5) A detailed description of the release including the identification of the Hazardous Material, the date and time of the release, the volume released, and the nature of the any environmental contamination.
  - (6) A determination of whether any of Company's personnel, equipment, tools or materials were involved; and
  - (7) A detailed description of all reports made to any Governmental Agency, and a description of the actions taken to respond to the release.
- 30.8. **No Transportation of Company's Hazardous Material.** Contractor shall not (a) transport any Hazardous Material that Company generated for purposes of treatment, storage, recycling and/or disposal; or (b) conduct any treatment, storage, recycling and/or disposal of any Company generated Hazardous Material unless specifically authorized by Company to perform such activities in writing. If Contractor is authorized by Company to perform such activities then the following terms and conditions shall apply:
- 30.8.1. **Authorized Treatment Facility.** Contractor shall not transport any Company-generated Hazardous Material to any treatment, storage, recycling and/or disposal facility (hereinafter called "TSDF") not authorized by Company in writing. Each time Contractor prepares to transport Company-generated Hazardous Material, Contractor shall confirm that the TSDF has procured and maintained in effect all licenses, permits, registrations, certificates or other authorizations required by any Environmental Law or Governmental Agency to lawfully receive, handle, transport, store, treat, recycle, incinerate, dispose of, or otherwise manage or use such Hazardous Material. Contractor shall not transport any Company-generated Hazardous Material to any TSDF which is unable or fails to provide such confirmation and Contractor shall immediately notify Company. Company shall have the right at any time, in Company's sole discretion, to cancel its authorization of any TSDF by written notice to Contractor.
- 30.8.2. **Hazardous Waste Manifest.** Company shall, when required by Environmental Law, provide Contractor with a complete and executed Hazardous Waste Manifest or other shipping documentation for Company-generated Hazardous Material to be transported for treatment, storage, recycling and/or disposal. Contractor's transportation, recycling, treatment, storage, and/or disposal of any such Hazardous Material in accordance with this Agreement shall be documented by Contractor utilizing, among other things, the Hazardous Waste manifest trucking system or other records as required by Environmental Law, copies of which shall be provided to Company within ten (10) days after shipment.
31. **HAZARDOUS MATERIALS.**
- 31.1. **Hazardous Materials and Toxic Chemicals.** Contractor shall provide the following to Company for each material which Contractor furnishes under this Agreement: (a) a completed MSDS for each material which contains a Hazardous Material; and (b) a written statement for each material that is a Mixture or Trade Name Product which contains a toxic chemical subject to the reporting requirements of Section 313 or EPCRA (40 CFR section 372 et seq.) including: (1) the name and associated Chemical Abstract Services Registry number of the toxic chemical; (2) the specific concentration at which each such toxic chemical is present in each such Mixture or Trade Name Product; and (3) the weight of each such toxic chemical in each such Mixture or Trade Name Product. Contractor shall indemnify, defend and hold Indemnitees harmless from and against any and all Claims and Liabilities that Company suffers as a result of Contractor's failure to comply with these requirements.
- 31.2. **Proposition 65.** If any part of the Services would require that a warning pursuant to Proposition 65 (California Health & Safety Code sections 25249.5 et seq.) be provided to exposed individuals, then Contractor shall provide such warning to those individuals, including members of the public, Company's employees, Contractor's employees, and any Contractor Party employees.
32. **USE OF COMPANY EQUIPMENT**  
In the event Company loans Contractor any equipment or other personal property for use under this Agreement, title to said equipment or other personal property shall remain with Company. Notwithstanding the foregoing, Contractor shall be responsible for loss, damage, destruction, theft, maintenance, and repair of said equipment or other personal property while in the possession of Contractor. Prior to use, Contractor shall have inspected said equipment or other personal property and have satisfied Contractor that said equipment or other personal property is in good repair and working condition. Contractor shall only allow qualified personnel to operate said equipment or other personal property. Contractor shall surrender possession of said equipment or other personal property upon demand by Company.
33. **REMEDIES.** Contractor agrees that if: (a) Contractor abandons the Services, (b) Contractor becomes insolvent, however so evidenced, (c) Contractor assigns this Agreement (whether voluntarily, involuntarily or by operation of law), or sublets any part thereof, without the express prior written authorization of Company, (d) Contractor or any Contractor Party, in the sole opinion of Company Representative, violates any of the provisions of this Agreement, (e) Contractor

- executes this Agreement in bad faith, and/or (f) Contractor, or any Contractor Party, in the sole opinion of the Company Representative, is not performing the Services in accordance with the terms of this Agreement, Company may notify Contractor to discontinue all or any part of the Services, and Contractor shall thereupon discontinue the Services or such parts thereof. Company shall thereupon have the right to continue and complete the Services or any part thereof, by contract or otherwise, and Contractor shall be liable to Company for any and all losses, penalties, fines, excess costs and/or consequential, special, incidental and/or indirect damages arising from Contractor's failure to execute the requirements of this Agreement. The remedies herein shall be inclusive and additional to any other rights or remedies in law or equity of Company, and no action by Company shall constitute a waiver of any such other rights or remedies. If it is determined for any reason by a tribunal of competent jurisdiction that Contractor was not in default, the parties' rights and obligations shall be the same as if notice of termination had been issued pursuant to the Article entitled "TERMINATION."
34. **OFFSET.** Company may, upon written notice to Contractor, set off any amount due from Contractor, whether or not under this Agreement, against any amount due Contractor or claimed to be due by Contractor under this Agreement. In addition, Company may withhold from Contractor any amount sufficient to reimburse Company for any losses, liabilities, penalties, fines, damages, demands, costs and/or expenses for Contractor's actual, alleged or reasonably probable failure, based on factual evidence, to comply with the terms and conditions of this Agreement.
35. **SURVIVAL.** The obligations imposed on Contractor pursuant to each Article of this Agreement, which by its terms contains subject matter which relates to time periods subsequent to the term of this Agreement, including the following Articles: WARRANTY, OWNERSHIP OF INTELLECTUAL PROPERTY, INDEMNITY, DISPUTES, CONFIDENTIALITY, and this SURVIVAL Article, shall survive completion of the Services or termination of the Agreement.
36. **EQUAL OPPORTUNITY.** Company is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
37. **NO PUBLICITY; EX PARTE COMMUNICATIONS.** Contractor shall not, without Company's prior written consent, engage in advertising, promotion or publicity related to this Agreement, or make public use of any Company identification in any circumstances related to this Agreement or otherwise. "Identification" means any corporate name, trade name, trademark, service mark, insignia, symbol, logo or any other product, service or organization designation, or any specification or drawing, owned by Company or its affiliates or any representation thereof. Contractor also acknowledges that Company is subject to ex parte communications rules which apply to its communications with the regulatory bodies having jurisdiction over it, including the CPUC and FERC. Contractor shall not, in the course of or with respect to any regulatory proceeding under which such rules apply, engage in any communication with a government official relating to Company or this Agreement without Company's prior written approval.
38. **EXCUSABLE DELAYS.** Contractor shall notify Company in writing immediately of any delay or anticipated delay in Contractor's performance of this Agreement due to causes or circumstances beyond the reasonable control of Contractor. Notice shall include the reason for and anticipated length of the delay. Company may determine, in its sole judgment, to extend the date of performance for a period equal to the time lost by reason of the delay. Contractor shall not be eligible under any circumstances for additional compensation due to any such extension of time. Any extension of time pursuant to this Article shall be documented by a written amendment to this Agreement signed by the parties. Examples of such possibly excusable delays are natural calamities, strikes and boycotts, war or civil unrest or governmental actions and other events that are commonly deemed force majeure events. None of the foregoing, however, shall require Company to grant any extension of time for completing the Services.
39. **REPORTS.** Contractor shall provide periodic status reports as requested by Company Representative. The status reports shall make periodic comparisons of the Services rendered to date against the scope of work, including any milestones and costs. Such reports shall include an explanation of any significant variations, an identification of any potential or known developments that may impact Company, Contractor or the Services and any corrective actions implemented.
40. **CONTRACTOR PARTIES**
- 40.1 The terms of this Agreement shall be incorporated by reference within any contract executed by Contractor and any Contractor Party, and Contractor shall cause each Contractor Party to comply with the terms of this Agreement. Company reserves the right to disapprove of any Contractor Party, in its sole discretion, for the following reasons: 1) Company deems such Contractor Party unqualified to perform the Work, 2) the Contractor Party has a conflict of interest with Company or any of its parent companies or affiliates, 3) Company determines that the Contractor Party has an unacceptable safety or quality history, record, or number of incidents, or 4) the Contractor Party is unable or unwilling to follow Company's security procedures. In the event Company disapproves of a Contractor Party, Contractor shall promptly remove such Contractor Party from the jobsite and find a replacement Contractor Party to perform the Services. If this Agreement (including any Schedule or other document attached hereto) contains a list of Contractor Parties approved by Company for the performance of some or all of the Services, then Contractor shall not retain any other Contractor Party to perform those specific Services without obtaining the prior written consent of Company.
- 40.2 In all instances where Contractor retains a Contractor Party to perform any portion of the Services, Contractor shall be responsible for the acts and omissions of all such Contractor Parties employed directly or indirectly by Contractor, which shall include holding all necessary licenses and other authorizations to subcontract the Services, Contractor shall be personally responsible for performance of all the Services, whether performed by Contractor or any Contractor Party. This Agreement shall not give rise to any contractual relationship between Company and any Contractor Party. Company shall not undertake any obligation to pay or be responsible for the payment of any sums to any Contractor Party. Upon request of Company, Contractor shall furnish to Company copies of any subcontracts entered into between Contractor and any Contractor Party.
41. **SUSPENSION OF SERVICES.** Company may, at any time, by written notice, require Contractor to stop all, or any portion, of the Services for a period of up to ninety (90) days ("Suspension Period") and any further period to which the parties agree. Upon receipt of notice, Contractor shall immediately cease performance under this Agreement for the entire Suspension Period. Prior to the expiration of the Suspension Period, Company shall either: (a) cancel the Suspension Period; (b) permit the Suspension Period to expire whereupon Contractor shall resume its performance of the Services; or (c) terminate this Agreement pursuant to the provisions of the Article entitled "TERMINATION". If the suspension is canceled or permitted to expire, Contractor shall be granted a corresponding adjustment to all time periods and completion dates. Company shall not be liable for any payments to Contractor for expenses incurred during the Suspension Period.
42. **NO WAIVER.** The failure of Company to insist upon or enforce, in any instance, strict performance by Contractor of any of the terms or conditions of this Agreement, or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its right to assert, or rely upon any such terms or rights on any future occasion. No waiver shall be valid unless stated in a written notice issued pursuant to this Agreement.
43. **NO ORAL MODIFICATIONS.** No modification of any provisions of this Agreement shall be valid unless in writing and signed by duly authorized representatives of the parties. Company Representative is not the duly authorized representative for amendments to this Agreement. Representatives of the parties internally authorized to execute such documents pursuant to its corporate policies shall sign any amendments to this Agreement.
44. **CAPTIONS; INTERPRETATION.** The captions in this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement. The term "including" when used in this Agreement is by way of example only and will not be considered in any way to be in limitation. Whenever this Agreement specifically refers to any law, tariff, or government department or agency, such reference also refers to any successor to such law, tariff or organization. Unless otherwise specified in this Agreement, all days shall be calendar days.
45. **COUNTERPARTS.** This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument.
46. **AUTHORITY.** Each individual executing this Agreement on behalf of the parties represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of his or her party and that this Agreement is binding upon his or her party in accordance with its terms and conditions.
47. **CONSTRUCTION OF AGREEMENT.** The parties have participated in the negotiating and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against a party as the drafting party.
48. **NOTICES.** All notices to be given under this Agreement shall be in writing and either sent by: (a) pre-paid U.S. first-class mail, in which case notice will be deemed delivered as of two (2) business days after mailing; or (b) a nationally recognized pre-paid overnight courier service, in which case notice shall be deemed



delivered as of the date shown on the courier's delivery receipt. All notices shall reference the Agreement number. Notices shall be directed to the address and the authorized representative of the applicable party, each of which is set forth on the front pages of this Agreement.

49 **SEVERAL LIABILITY.** In the event that more than one legal entity acquires goods and/or Services hereunder from Contractor and is a party to this Agreement, compensation payable or other obligations owed by each such entity with respect to any such goods and/or Services shall be exclusively the obligation of the entity that acquires such goods and/or Services. No such entity shall have any liability whatsoever (whether by direct payment, offset or otherwise) in connection with such goods and/or Services acquired by any other such entity. Each such entity is severally and not jointly liable to Contractor hereunder, and each such entity disclaims any and all financial or other responsibility, except with respect to goods and/or Services that are furnished and invoiced to such entity. If Contractor is comprised of more than one entity, all such entities shall be jointly and severally liable for all obligations of Contractor under this Agreement.

## **SCHEDULE B**

### **REIMBURSEMENT POLICY**

All invoices for reimbursable expenses shall include the Agreement Number, an itemized listing supported by copies of the original bills, invoices, expense accounts and other miscellaneous supporting data. All authorized travel either to San Diego/Los Angeles or from San Diego/Los Angeles to other locations shall be approved in writing in advance by Company Representative. Travel time shall NOT be reimbursed.

1. **Auto Mileage**

Auto mileage shall be reimbursed a [REDACTED] er mile, or at the current rate as specified by the United States Internal Revenue Service.

2. **Air Travel**

Airfares shall be reimbursed based on the most direct route at coach class travel rates. Upgrading (coach to a higher class) of airline tickets shall only be reimbursed when approved by Contract Manager, and only when the business schedule requires immediate travel and only higher class accommodations are available. Downgrading (exchange) of airline ticket where Contractor receives financial or personal gain shall NOT permitted. If a trip is postponed, reservations shall be canceled immediately. Contractor shall provide copies of passenger receipts to Company to receive travel expense reimbursement. Travel arrangements shall be made as early as possible (preferably three [3] weeks) to take advantage of advance reservation rates.

3. **Combining Business Travel with Personal Travel**

Contractor may combine personal travel with Company business only if the personal travel does NOT increase the reimbursable cost to Company.

4. **Air Travel Insurance**

Company shall NOT pay for air travel insurance.

5. **Accommodations**

Company shall reimburse hotel room fees at preferred corporate or contract rates. Company may reimburse hotel room fees at the standard rate based on single room occupancy in cases where a corporate or contract rate is NOT available.

6. Laundry

Any laundry and dry cleaning charges shall ONLY be paid if Contractor is on travel for Company assignment for a period in excess of six (6) consecutive days.

7. Entertainment

Company shall NOT pay for the rental of premium channel movies, use of health club facilities or other forms of entertainment.

8. Meals

Meals shall be reimbursed on an actual cost basis up to a maximum of [REDACTED] per day of travel. Itemized receipts are required and shall be submitted for all meals in the form of a credit card receipt or cash register tape. Company shall NOT pay for alcoholic beverages. In lieu of itemizing meal expenses and submitting receipts, Contractor may claim a standard [REDACTED] per diem for the duration of the business travel.

9. Telephone Usage

Contractor shall submit support documentation regarding all telephone calls charged to Company. The support documentation shall include the name of the party being called and the purpose of the call. Company shall NOT pay for additional business calls unless directly related to this Agreement. Personal telephone calls shall NOT be reimbursed.

10. Ground Transportation

Public transportation shall be utilized whenever possible, however if necessary, rental car expenses shall be reimbursed for authorized travel only. Cab fare (on a shared basis whenever possible) is reimbursable. Receipts shall be required to document all ground transportation charges.

11. Car Rental

If authorized, Company shall reimburse reasonable car rental charges including gas actually purchased for authorized travel ONLY. Contractor shall be required to rent at an economy

car level classification or equivalent, unless the size or purpose of the group using the vehicle dictates a larger size in accordance with the following table:

Travelers	Classification
1-2	Economy/Compact
3	Medium/Intermediate
4-5	Full Size/Standard
6-8	Van

Contractor shall fuel rental cars prior to rental return as rental companies normally add a large surcharge to refueling services.

12. **Parking**

Contractor shall be reimbursed at cost for reasonable parking expenses incurred in the performance of Services while on Company business.

13. **Tolls and Fees**

Contractor shall be reimbursed at cost for reasonable transportation-related toll and fees incurred in the performance of Services while on Company business.

14. **Baggage Handling**

Contractor shall be reimbursed for baggage handling service fees at standard reasonable rates.

15. **Other Business Expenses**

Any business supplies, equipment rental, reprographics and facsimile expenses shall be reimbursed at cost when traveling on Company business.

16. **Non-Allowable Expenses**

Company shall NOT provide any reimbursement for travel expenses for family members, personal items, charitable contributions, or for any other type of reimbursable.

## SCHEDULE C

### **DIVERSE BUSINESS ENTERPRISES SUBCONTRACTING GOAL AND REPORTING REQUIREMENTS**

In accordance with **California Public Utilities Commission (“CPUC”) General Order 156**, and Contractor shall submit all documentation required by Company to report its verified Minority, Women, LGBT and Service-Disabled Veteran Business Enterprise (hereinafter, “DBE”) expenditures in support of or subcontracted under this Agreement.

#### **1. SUBCONTRACTING GOAL**

In an effort to meet and exceed Company and CPUC goals, Company has set a goal of **40%** of total Company procurement utilizing DBEs. Company’s goal is achieved by direct contracting with CPUC Clearinghouse certified DBEs and by Contractor’s utilization of certified DBE subcontractors.

As part of Company’s effort toward achieving these goals, Contractor shall make reasonable efforts to utilize DBE subcontractors during the performance of any Work under any contract that may result from this Agreement, to the extent appropriate to the Scope of Work.

In addition to Company’s goal of increasing DBE business opportunities, federal and state regulations call for DBE efforts on all contracts for services of over \$500,000, and construction contracts over \$1 million, or whenever there is an opportunity to subcontract.

By this reference, the attached DBE subcontracting plan (“DBE Goal”) is made a part of this Agreement. If Contractor changes subcontractors for any Work during the term of the Agreement, Contractor shall make reasonable efforts to award subcontracts to certified DBE subcontractors at approximately the same estimated total dollars and percentage value (or higher) as stated in the DBE Goal and in accordance with the terms of the Agreement.

Company strongly encourages Contractor to consistently meet or exceed Contractor’s stated DBE Goal throughout the Term.

Contractor shall confirm that all DBE subcontractors performing Work under this Agreement are certified through the CPUC Supplier Clearinghouse (“Clearinghouse”):

<http://www.cpuc.ca.gov/PUC/SupplierDiversity/clearing.htm>

For Service Disabled Veteran-owned companies, Contractor shall confirm they are certified by the California DGS Office of Small Business & Disabled Veteran Business Enterprise Services (“OSDS”):

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

2. **MONTHLY REPORTING REQUIREMENTS**

Contractor shall also provide Company with reports on payments made to certified DBE subcontractors in accordance with its DBE Goal using the online subcontracting reporting system available at the address listed below. Contractor's logon and password for the online subcontracting portal will be provided when the Agreement is accepted and approved. For questions regarding the online reporting process, email [supplierdiversity@sempra.com](mailto:supplierdiversity@sempra.com).

<http://dbespendreporting.sempra.com/>

During performance of the Work and throughout the term of this Agreement, Contractor shall enter sub-contractor spend into online sub-contracting portal by the seventh of each month.

The DBE subcontract dollars and statistics reported by Contractor will be included in Company's Annual DBE Report to the CPUC filed every March 1st.

Company may perform random audits of Contractor's Subcontract Reports as determined to be necessary in Company's sole discretion.

**SUPPLIER DIVERSITY TEAM WILL REVIEW SUB-CONTRACTING RESULTS ON A MONTHLY BASIS TO VALIDATE EFFORTS ARE BEING MADE TO ACCOMPLISH STATED GOALS.**

3. **DBE DEFINITIONS**

**MINORITY-OWNED BUSINESS ENTERPRISE**

"Minority-owned business enterprise" ("MBE") means (1) a business enterprise (a) that is at least 51% owned by a minority individual or group(s) or (b) if a publicly owned business, at least 51 % of the stock of which is owned by one or more minority groups, and (2) whose management and daily business operations are controlled by one or more of those individuals. The contracting utility shall presume that minority includes, but is not limited to, African Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and other groups, as defined herein.

**Note:** Foreign-owned companies operating in or out of the U.S. are *not* included.

**WOMEN-OWNED BUSINESS ENTERPRISE**

"Women-owned business enterprise" ("WBE") means (1) a business enterprise (a) that is at least 51% owned by a woman or women or (b) if a publicly owned business, at least 51% of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more of those individuals.

**Note:** Foreign-owned companies operating in or out of the U.S. are *not* included.

**SERVICE DISABLED VETERAN-OWNED BUSINESS ENTERPRISE**

“Disabled veteran business enterprise” (“SDVBE”) means (1) a business enterprise that (a) is at least 51 percent owned by one or more disabled veteran individual(s) of the United States Military, Naval, or Air Service with a Service-connected disability of at least 10% who is a resident of the State of California and certified by the California DGS Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS) as a disabled veteran, (b) in the case of a publicly owned business, an enterprise whose stock is at least 51 percent owned by one or more disabled veterans, (c) a subsidiary which is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans, or (d) a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans, (2) the management and control of the daily business operations are by one or more disabled veterans; provided however, the disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business concern, and (3) a sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

**LESBIAN, GAY, BISEXUAL OR TRANSGENDER-OWNED BUSINESS ENTERPRISE**

“LGBT-owned business enterprise” means (1) a business enterprise (a) that is at least 51% owned by a lesbian, gay, bisexual, or transgender person or persons or (b) if a publicly owned business, at least 51 % of the stock of which is owned by one or more lesbian, gay, bisexual, or transgender persons; and (2) whose management and daily business operations are controlled by one or more of those individuals.

**DBE GOAL FORMS**

1. Agreement Title: \_\_\_\_\_

Agreement No: \_\_\_\_\_

Term of Agreement: \_\_\_\_\_

Brief Description of Scope of Contract \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Contact information for person(s) responsible for Contractor's monthly DBE reporting:

Name: \_\_\_\_\_

3) Contractor's DBE Goal:		
Total dollar value of Work/Agreement:	\$	_____
<b>Total dollar and percentage of Work planned with DBEs* (contracting and subcontracting):</b>		
	\$	_____ %
Estimated percentage breakdown:		
MBEs (minorities, male and female)	\$	_____ %
WBEs (non-minority female)	\$	_____ %
SDVBEs (service disabled veteran)	\$	_____ %
LGBT (lesbian, gay, bisexual, transgender)	\$	_____ %
*NOTE: The estimated total dollars will be adjusted using the above percentages for any change in Agreement value.		

**By signing below, Contractor represents and warrants that: a) Contractor shall maintain all necessary documents and records to demonstrate efforts to achieve the above DBE goals, b) Contractor is responsible for identifying, soliciting, and qualifying appropriate certified DBE subcontractors to the extent necessary to meet Contractor's DBE goal, and c) the above information is true and correct to the best of its knowledge.**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



Contractor Name: \_\_\_\_\_

Contact Info (email/phone number): \_\_\_\_\_

Date: \_\_\_\_\_

**SUBCONTRACTOR Information**

*Duplicate this form for EACH DBE Subcontractor.*

**Subcontractor:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Description of Goods or Services to be provided:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name & Title of Owner(s):**

\_\_\_\_\_ ----- M/F  
\_\_\_\_\_ ----- M/F  
\_\_\_\_\_ ----- M/F

<input type="radio"/>	Non-Minority Female
<input type="radio"/>	African American
<input type="radio"/>	Asian/Pacific American
<input type="radio"/>	Hispanic American
<input type="radio"/>	Native American
<input type="radio"/>	Multi-Ethnic
<input type="radio"/>	LGBT
<input type="radio"/>	Other
<input type="radio"/>	Service Disabled Veteran

**Certifications:**

Minority Male or Female or Non-Minority Female or LGBT:

CPUC Utility Supplier Diversity Program

Verification Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Service Disabled Veteran:

California DGS Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS)

Verification Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Subcontractor Identification Assistance:**

If you would like Company to help you identify potential DBEs as subcontractors, please provide the information requested below:

**Services or materials to be provided:**

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**Job location, if applicable:**

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**Job duration, if applicable:**

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**Any other requirements (number of employees, specific types/quantity of equipment, nonstandard insurance, union requirements, etc.):**

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For Questions or Assistance on the Subcontracting Goal, contact:  
Yolanda Padilla – Supplier Diversity Project Manager  
213.244.5627  
[YPadilla@semprautilities.com](mailto:YPadilla@semprautilities.com)