



ASSOCIATION  
OF BAY AREA  
GOVERNMENTS

Bay Area Metro Center  
375 Beale Street, Suite 700  
San Francisco, CA 94105  
415.820.7900  
www.abag.ca.gov

Month XX, 2025

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Supervisor, Napa County

*Jesse Arreguin, Vice President*  
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*ABAG Housing Committee*  
Councilmember,  
City of East Palo Alto

Name  
Organization  
Address  
City, State, Zip Code + Four

RE: FUNDING AGREEMENT BETWEEN THE BAY AREA REGIONAL ENERGY NETWORK AND [INSERT RECIPIENT NAME] FOR THE DECARBONIZATION SHOWCASE

Dear xx:

This letter and its attachments, effective as of Month xx, 2025, (“Effective Date”) is the agreement (“the Agreement”) between the [insert name of local government] (“Recipient”) and the Association of Bay Area Governments (“ABAG”) (collectively referred to as the “Parties”), on behalf of the Bay Area Regional Energy Network (“BayREN”) for grant funding in connection with participation in BayREN’s Decarbonization Showcase.

WHEREAS, the California Public Utilities Commission (“CPUC”) has approved an 8-year Business Plan for BayREN through 2031, which includes the establishment of and funding for a Decarbonization Showcase (“Program”); and,

WHEREAS, the Decarbonization Showcase is a Program to enroll a small number of public buildings to pilot and demonstrate how buildings can reduce or eliminate carbon emissions and to collect and share real-world data in order to scale these approaches to other facilities by providing grant funds to install equipment in government facilities that facilitate the reduction of carbon emissions (“Project”); and,

WHEREAS, funding for the Program is provided through a Master Service Agreement No. 4400007460 (“MSA”) with Pacific Gas and Electric (“PG&E”), attached hereto as Attachment D and incorporated herein by this reference, ABAG intends to pass through funds to Recipient. As such, Recipient agrees to comply with the PG&E terms and conditions, including those terms updated or amended via any following Change Orders;

and,

WHEREAS, the Decarbonization Showcase budget includes one million dollars (\$1,000,000) in grant funds for local governments and special districts selected to participate in the Program; and,

WHEREAS, the Recipient submitted an application and, after careful evaluation, BayREN has selected the Recipient to participate in the Program; and,

WHEREAS, the services required for the Project cannot be performed satisfactorily by the officers and employees of ABAG; and

WHEREAS, ABAG and the Metropolitan Transportation Commission (MTC) entered into a Contract for Services under which MTC provides administrative and program services to ABAG. Effective July 1, 2017, the staffs of ABAG and MTC were consolidated. MTC staff now serve both the Association of Bay Area Governments and the Metropolitan Transportation Commission. As such, all interactions between ABAG and Recipient contained within this Agreement, shall be conducted by MTC staff on behalf of ABAG.

NOW THEREFORE, the Parties hereto agree as follows:

1. It is agreed that Recipient shall perform all the services specified in Attachment A, Scope of Work, according to the schedule in Attachment B, Project Payment Schedule, both attached hereto and incorporated herein by this reference.
2. ABAG hereby agrees to reimburse Recipient in an amount not to exceed [insert estimated cost up to \$100,000] (“Grant Funds”) to be used for [insert description of work to be funded] (“Project”).
3. Work shall be performed under the direction of Alyssa Dykman, (herein "ABAG Project Manager") who will approve a written work plan prior to your beginning work. The ABAG Project Manager is responsible for communication with Recipient and the administration of this Agreement. MTC’s Executive Director or designated representative may substitute a new ABAG Project Manager by written notice to Recipient.
4. Recipient shall use Grant Funds as set forth in Attachment A, Scope of Work. Any substantive deviation from the Scope of Work during Project implementation may require reevaluation or result in loss of funding. In no event shall Recipient’s Grant Funds or Scope of Work be increased. If substantive changes to the Project are known or anticipated, Recipient shall immediately notify the ABAG Project Manager in writing.
5. Grant Funds are distributed subject to the provisions of this Agreement. ABAG reserves the right to withhold Grant Funds from Recipient, or require refund to ABAG, due to Recipient’s failure to satisfactorily complete the Project, or due to substantive changes to the Project that did not receive prior, written approval by ABAG.
6. Recipient will be compensated for its services in accordance with Attachment B, Project Payment Schedule, attached hereto and incorporated herein by this reference. The maximum amount payable to Recipient, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subcontractors’ costs (including mark-up), travel, equipment, materials and supplies, and expenses shall not exceed [insert estimated cost up to \$100,000] ( “Maximum Payment”). ABAG shall make payments to Recipient in accordance with the provisions described in Attachment B.

All invoices shall be submitted electronically via email to ABAG at [acctpay@bayareametro.gov](mailto:acctpay@bayareametro.gov) or in writing and delivered or mailed to ABAG as follows:

Attention: ABAG Accounting Section  
Bay Area Metro Center  
375 Beale Street, Suite 800  
San Francisco, CA 94105

Payment shall be made by ABAG within thirty (30) days of receipt of an acceptable invoice that has been received and approved by the Project Manager or a designated representative. The amount disbursed shall not exceed the amount awarded in this Agreement.

7. To the extent requested by the ABAG Project Manager, Recipient shall submit communications and required documentation, including but not limited to invoices, requests for contract modifications, and information on payments received and made to subconsultants, subconsultant utilization, and if applicable, certified payrolls, to the ABAG Project Manager or his or her designee via one or more web-based systems designated by ABAG to which ABAG will provide Recipient with system access. ABAG may withhold payments of invoices pending receipt of such communications and required documentation via the applicable web-based system.

8. The term of the Agreement shall begin on the Effective Date and conclude on [insert date], unless ABAG extends or terminates this Agreement earlier as provided below.

9. ABAG may terminate the Agreement without cause and for any reason upon three (3) days' prior written notice. If ABAG terminates the Agreement without cause, Recipient will be entitled to payment for costs incurred for incomplete work up to the time of termination, plus reasonable termination costs, not to exceed the maximum amount payable under the Agreement for the incomplete work. If Recipient fails to perform as specified in the Agreement, ABAG may terminate the Agreement for cause by advance 15-day written notice, providing Recipient with the opportunity to cure the default or present an acceptable plan for cure within the 15-day period. At the end of the 15-day period, if the default has not been cured or an acceptable plan of cure presented, ABAG may issue a notice of termination for default, effective immediately, and Recipient will be entitled only to costs incurred for acceptable work performed in accordance with the Agreement, not to exceed the maximum amount payable under the Agreement for such work.

10. Except for invoices submitted by Recipient, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To ABAG:                      Attention: Alyssa Dykman  
Association of Bay Area Governments  
375 Beale Street, Suite 800  
San Francisco, CA 94105  
Email: adykman@bayareametro.gov

To Recipient:                Attention: **Insert Name of Appropriate Person**  
**Recipient's name**  
**Recipient's address**  
**Recipient's address**  
Email: **xx@xx.xx**

11. In performing services under the Agreement, Recipient will be acting as an independent contractor and not as an agent or employee of ABAG. Recipient will have no authority to contract in the name of ABAG, and Recipient will be responsible for its own acts and those of its agents and employees. No employee benefits shall be available to Recipient in connection with the performance of this Agreement. Except for the fees paid to Recipient as provided in the Agreement, ABAG shall not pay salaries, wages, or other compensation to Recipient for performing services hereunder for ABAG. ABAG shall not be liable for compensation or indemnification to Recipient for injury or sickness arising out of performing services hereunder.

12. For any contract for public works entered into as a result of this Agreement between Recipient and any subconsultant for which the total contract value exceeds \$1,000, Recipient shall comply with applicable sections of the California Labor Code and regulations promulgated thereunder (including without limitation, Sections 1720 et seq. and Title 8 of the California Code of Regulations Sections 16000 et seq.) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regard to all applicable work performed under this Agreement. In particular, Recipients's attention is drawn to Labor Code Sections 1771 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). All subconsultants, to the extent the work of such subconsultants under this Agreement is subject to California Labor Code Section 1720 et seq., shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and shall furnish electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement.

13. Recipient agrees to obtain and maintain at its own expense for the duration of the Agreement the types of insurance listed in Attachment C, Insurance Provisions, Part 1, against claims, damages or losses due to injuries to persons or damage to property or other losses arising in connection with the performance of the Agreement, issued by insurers acceptable to ABAG, generally with a Best's Rating of A- or better with a Financial Size Category of VII or better, or an A rating from a comparable rating

service.

14. To the maximum extent permitted by law, Recipient shall indemnify, keep and hold harmless ABAG, MTC, their respective board members, representatives, agents, employees and those entities (if any) identified as additional insureds in Attachment C, Insurance Provisions, (“ABAG Indemnified Parties”) against any and all demands, claims, suits or actions arising out of any of the following:

- A. Any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by Recipient caused by any breach of the Agreement or negligent act or omission or willful misconduct of the Recipient or its officers, employees, subconsultants or agents; or
- B. Any allegation that materials or services provided by Recipient under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

Recipient further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against any of the ABAG Indemnified Parties, Recipient shall, at its expense, satisfy and discharge the same.

The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

15. Recipient agrees to cooperate with ABAG and provide requested information related to the Project, including a minimum of one year of energy usage data from the completion of the Project, related to participation in the Decarbonization Showcase and the Project. Recipient shall cooperate in good faith with ABAG, or its authorized representative, in performing Evaluation, Measurement and Verification (“EM&V”) of the Project. Information accessed for EM&V may include, but is not limited to, onsite verification of Project operation, Program compliance, and Project records. All information collected shall be held confidentially and shall be used by ABAG, or its authorized representative, for Program analysis purposes only. Recipient shall cooperate with ABAG to provide any documentation and assist in analysis and provide access to the Project site at reasonable times, during the construction of the Project and for a period of up to one year from the completion of the Project. During the course of the Project and for four years thereafter from the receipt of the final Grant Funds or until completion of any litigation, claim or audit, whichever is longer, the Recipient agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as ABAG may require. The Recipient agrees to have financial and compliance audits performed as ABAG may require.

16. No member, officer, employee, or agent of ABAG, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, Recipient further covenants that it has made a complete disclosure to ABAG of all facts of which it is aware upon due inquiry bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of ABAG (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by ABAG.

17. Recipient shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to ABAG; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement. Recipient shall not engage the services of any subconsultant or independent contractor on any work related to this Agreement if the subconsultant or independent contractor, or any employee of the subconsultant or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement. If at any time during the term of this Agreement, Recipient becomes aware of an organizational conflict of interest in connection with the work performed hereunder, Recipient shall immediately provide ABAG with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Recipient's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, ABAG becomes aware of an organizational conflict of interest in connection with Recipient's performance of the work hereunder, ABAG shall similarly notify Recipient. In the event a conflict is presented, whether disclosed by Recipient or discovered by ABAG, ABAG will consider the conflict presented and any alternatives proposed and meet with Recipient to determine an appropriate course of action. ABAG's determination as to the manner in which to address the conflict shall be final.

18. Any claim or controversy concerning the interpretation, application, or implementation of this

Agreement between ABAG and Recipient that cannot be resolved through the informal, good faith efforts of the parties may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time. If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. Recipient must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action. The prevailing party in any dispute shall be entitled to payment of its attorneys' fees and costs. This section shall survive the termination or expiration of the Agreement.

19. All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State.

20. Recipient shall comply with applicable sections of the California Public Contract Code and Labor Code and regulations promulgated thereunder (including without limitation, Sections 1720 *et seq.* and Title 8 of the California Code of Regulations Sections 16000 *et seq.*) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to all work performed under this Agreement. In particular, Recipient's attention is drawn to Labor Code Sections 1771 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). Recipient and all subconsultants, to the extent the work of such subconsultants under this Agreement is subject to California Labor Code Section 1720 *et seq.*, shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and shall furnish electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement.

21. Recipient will not assign or subcontract any part of the Agreement without the prior written consent of the ABAG Project Manager, and any attempt to do so will be void and unenforceable.

22. This Agreement constitutes the complete agreement between the parties and supersedes any prior written or oral communications. Any amendment of the Agreement must be in writing, specifically identified as an amendment to the Agreement, and signed by both Recipient and the Executive Director of ABAG, or his designated representative. The ABAG Project Manager is not a designated representative, for purposes of approving an amendment.

23. Recipient agrees that ABAG may use and publicize information and visual materials (photos, videos, etc.) related to this Project. Recipient will coordinate in good faith with ABAG on follow-up activities, such as interviews, surveys, outreach coordination, photo or video shoots, requests for



additional information, and the design of educational materials and signage related to the Project. Recipient will work with ABAG to schedule all coordination and activities within a determined and mutually agreed-upon time frame and understand that refusal or failure to collaborate on marketing and outreach may result in termination of the funding.

Please sign this letter in the space provided below to indicate your agreement with these terms and agreements.

Very truly yours,

Andrew B. Fremier  
MTC Executive Director  
Acting pursuant to the Contract for  
Services dated May 30, 2017

Accepted and Agreed to this:

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

\_\_\_\_\_  
insert name and, if known, title

**Attachments:**

- Attachment A: Scope of Work
- Attachment B: Project Payment Schedule
- Attachment C: Insurance Provisions
- Attachment D: PG&E Master Service Agreement

**ATTACHMENT A**  
**SCOPE OF WORK**

**ATTACHMENT B**  
**PROJECT PAYMENT SCHEDULE**

ABAG shall pay Recipient in accordance with the terms described in this Attachment B. ABAG will reimburse Recipient for all expenses deemed reasonable and necessary by ABAG incurred by Recipient in the performance of this Agreement. The amount disbursed shall not exceed the amount awarded in this Agreement. Recipient shall choose between one of the following two options to receive payment.

**CHOOSE 1 OF THE 2 OPTIONS BELOW.**

**OPTION 1: FOR FIRM FIXED PRICE PAYMENT BASED ON RECEIPT OF DELIVERABLES OR ACHIEVEMENT OF PROJECT MILESTONES:**

Recipient shall be paid in accordance with amounts and schedule indicated in the following table upon acceptance by the ABAG Project Manager of proof of deliverable or milestone toward the completion of the work described in Attachment A, Scope of Work.

	DELIVERABLES (#)/ MILESTONES	DUE DATE	AMOUNT DUE
1.			\$5
2.			\$5
3.			\$5
Total Amount Due			\$15.00

Recipient shall submit an invoice identifying the project deliverable or milestone for which payment is sought no later than thirty (30) days after ABAG's acceptance of such deliverable or milestone.

**OPTION 2: FOR PAYMENT BASED ON CONTRACT ISSUANCE AND PROJECT COMPLETION:**

Recipient shall receive funds totaling half the approved agreement amount upon ABAG's receipt of proof of Recipient's entering into an agreement for the completion of services toward the completion of the tasks described in Attachment A, Scope of Work. The remaining funds shall be paid to Recipient upon proof of project completion.

Recipient shall work with ABAG Project Manager to determine the approved agreement type in accordance with Recipient's contracting policies; however, agreement must include the signature of the Recipient's appropriate authority to enter into agreements, as well as the signature of the authorized representative of the Recipient's Contractor.

Proof of project completion for the recipient of final payment shall include a receipt from the Recipient's Contractor that shows proof of final payment, as well as some proof that the project has been successfully completed. Proof of project completion may include photographs, reports, or other documentation as approved by the ABAG Project Manager.

DESCRIPTION	PERCENTAGE	AMOUNT DUE
Proof of Contract Execution	50%	\$7.50
Proof of Project Completion	50%	\$7.50
Total Amount Due		\$15.00

## **ATTACHMENT C** **INSURANCE PROVISIONS**

### **PART 1**

A. Minimum Coverages. The insurance requirements specified in this section shall cover Recipient's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Recipient authorizes to work under this Agreement (hereinafter referred to as "Agents.") Recipient shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

Recipient is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, Recipient shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Recipient's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event Recipient or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that Recipient's insurance be primary without right of contribution from ABAG. Prior to beginning work under this contract, Recipient shall provide ABAG with satisfactory evidence of compliance with the insurance requirements of this section.

The insurance listed hereunder shall be considered minimum requirements and any and all insurance proceeds in excess of the requirements shall be made available to ABAG. If the Recipient maintains broader coverage and/or higher limits than the minimum limits shown hereunder, ABAG shall be entitled to the broader coverage and/or higher limits maintained by the Recipient.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of Recipient's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of ABAG. Such Workers Compensation & Employers Liability may be waived, if and only for as long as Recipient is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of Recipient and Recipient's officers, and employees and with limits of liability which shall not be less than \$1,000,000 per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed

operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation or “Waiver of Transfer of Rights of Recovery Against Others to Us” provision included in the policy language or by endorsement in favor of ABAG.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

ABAG and those entities listed in Part 2 of this Attachment C (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. The additional insured endorsements shall be at least as broad as Insurance Service Office (ISO) Form Number CG 20 38 04 13 for ongoing operations and Insurance Service Office (ISO) Form Number CG 20 37 04 13 for completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Recipient’s operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by Recipient and Recipient’s officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. Excess or Umbrella Insurance in the amount of \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to ABAG and having minimum limits of \$1,000,000 per claim. The policy shall provide coverage for all work performed by Recipient and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the Recipient. No contract or agreement between Recipient and any subcontractor/consultant shall relieve Recipient of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by Recipient and any subcontractor/consultant working on behalf of Recipient on the project.

6. Property Insurance. Property Insurance covering Recipient's own business personal property and equipment to be used in performance of this Agreement AND materials or property to be purchased and/or installed on behalf of ABAG (if any). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation or “Transfer of Rights of Recovery Against Others to Us” provision included in the policy language or by endorsement in favor of ABAG.

7. Contractors’ Pollution Liability Insurance. Contractors’ Pollution Liability insurance for bodily injury and property damage coverage for bodily injury and property damage of at least

\$1,000,000 per occurrence or claim and a general aggregate limit of at least \$1,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental discharges; gradual discharges, clean-up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If Recipient disposes of Hazardous Materials under this Agreement, Recipient shall designate the disposal site and provide a certificate of insurance from the disposal facility to ABAG.

Recipient's Business Automobile Liability coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy.

Such policy shall contain a Waiver of Subrogation in favor of ABAG.

ABAG (and those entities listed in Part 2, ADDITIONAL INSURED, of this Attachment C (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Recipient's operations.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to ABAG, generally with a Best's Rating of A- or better with a Financial Size Category of VII or better, or an A rating from a comparable rating service.

C. Self-Insurance. Recipient's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to ABAG.

D. Deductibles and Retentions. Recipient shall be responsible for payment of any deductible or retention on Recipient's policies without right of contribution from ABAG. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that ABAG seeks coverage as an additional insured under any Recipient insurance policy that contains a deductible or self-insured retention, Recipient shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Recipient, subconsultant, subcontractor, or any of their employees, officers or directors, even if Recipient or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, RECIPIENT shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Recipient shall

purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Recipient’s personnel, subcontractors, and equipment have been removed from ABAG’s property, and the work or services have been formally accepted. Recipient must notify ABAG if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, Recipient shall deliver to Ebix, ABAG’s authorized insurance consultant, insurance documentation (including Certificates of Liability Insurance, Evidences of Property Insurance, endorsements, etc.) verifying the aforementioned coverages. Such evidence of insurance shall make reference to all provisions and endorsements referred to above and shall be signed by the authorized representative of the Insurance Company shown on the insurance documentation. **The Project name shall be clearly stated on the face of each Certificate of Liability Insurance and/or Evidence of Property Insurance.**

**Recipient shall submit certificates of insurance to:**

**Association of Bay Area Governments  
Insurance Compliance  
P.O. Box 100085-M8  
Duluth, GA 30096  
or  
Email to MTC@Ebix.com  
or  
Fax to 1-888-617-2309**

ABAG reserves the right to require copies of all required policy declarations pages or insurance policies, including endorsements, required by these specifications, at any time.

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Recipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Recipient pursuant hereto, including, but not limited to, liability assumed pursuant to Section 9 of this Agreement.

## PART 2

The following entities are to be named as Additional Insureds under applicable sections of this Attachment C and as ABAG Indemnified Parties, pursuant to Section 14 of the Agreement.

**Metropolitan Transportation Commission (MTC)**

**Pacific Gas and Electric (PG&E)**

**California Public Utilities Commission (CPUC)**



**ATTACHMENT D**  
**PG&E MASTER SERVICE AGREEMENT NO. 4400007460**

These documents are available at the following link to a Box folder made available by BayREN. Should you have any issues accessing these documents, please contact the ABAG Project Manager via email.

**<https://mtcdrive.app.box.com/s/f8kx73yoi10a718i14via23m9smk9o32>**