



**CITY OF SEBASTOPOL CITY COUNCIL
AGENDA ITEM REPORT FOR MEETING OF: December 2, 2025**

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To: Honorable Mayor and City Councilmembers
From: Toni Bertolero, Public Works Engineer
Subject: Easement Deed to PG&E for Village Park Conversion Program

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RECOMMENDATION:

That the City Council adopt a resolution approving the Easement Deed to PG&E for Village Park Conversion Program

EXECUTIVE SUMMARY:

In 2024, the City entered into an agreement with PG&E for the conversion of Village Park to transfer the maintenance and operation of gas and electric services within the property site, past the gas and electric master meter, to PG&E. The cost of the conversion, including the installation of individual meters to the spaces, would be borne by PG&E. To proceed with the conversion project at Village Park, PG&E requires an Easement Deed be granted to allow future maintenance repairs performed on the property by PG&E. The Easement Deed is attached to the resolution (Attachment 1).

BACKGROUND AND DISCUSSION:

In 2014, the California Public Utilities Commission (CPUC) offered a Mobilehome Park Utility Upgrade Program to convert and replace existing privately owned master-meter/sub-meter electric and/or gas service with a mobilehome park to direct utility service to each individual mobilehome park space within the park. This decision was made in an effort to enhance both public safety and service reliability for MHP residents. The City owns and leases the operation of Village Park and is therefore responsible for any electrical and gas service maintenance and repairs from the main meter to each individual space. With this conversion, PG&E would be responsible for the maintenance and repairs from the main meter to the individual spaces. In addition, PG&E would assist with all new meter installations and account setup and management for the new gas and electric service customers.

In 2021, the City submitted an application to CPUC to be considered for the conversion program. After being reviewed by CPUC's Safety and Enforcement Division (SED) the application was approved. In 2024, the City entered into a Mobilehome Park Agreement (Attachment 2) for the conversion of Village Park and the conversion cost for the electric and gas services would be borne by PG&E's Conversion Program. The work is scheduled to be performed by Veteran Pipeline Construction tentatively scheduled to start in February 2026. A copy of the construction contract between the contractor and the City (as the Owner) can be found in Attachment 3.

Before the conversion work can proceed, PG&E requires an Easement Deed be granted to PG&E to allow future maintenance and repairs performed on the property by PG&E. A copy of the Easement Deed is attached to the draft Resolution (Attachment 1).

STAFF ANALYSIS:

With this conversion program, it will be PG&E's responsibility to operate and maintain the electric and gas services within the property. This will save the City the time and cost for responding to service requests from the individual Mobilehome park residents.



The construction cost for work related to the utility mobilehome park design/build work to convert Village Park electric and natural gas master-metered service to direct service to each space, will be borne by PG&E's conversion program.

CITY COUNCIL GOALS/PRIORITIES/ AND OR GENERAL PLAN CONSISTENCY:

This agenda item represents the City Council goals/priorities as follows:

- Goal 5 Long Term Financial Sustainability.

This agenda item represents the City Council General Plan Consistency: N/A

FISCAL IMPACT:

There is no fiscal impact with this approval. Cost for the conversion will be borne by the PG&E Mobilehome Park Conversion Program.

COMMUNITY OUTREACH:

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to the scheduled meeting date. The City has also used social media to promote and advertise the City Council Meeting Agenda Items.

As of the writing of this agenda item report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this agenda item report, such comments will be provided to the City Council as supplemental materials before or at the meeting.

RESTATED RECOMMENDATION:

That the City Council adopt a resolution approving the Quitclaim Deed for a Landscape Easement located at 6921 and 6941 Bodega Avenue.

CITY COUNCIL OPTION(S):

City Council could choose not to adopt the Resolution approving the Easement Deed and continue to operate and maintain the electric and gas services on the property.

ATTACHMENTS:

- 1-Resolution and Easement Deed
- 2-Mobilehome Park Utility Conversion Program Agreement with PG&E
- 3-Construction Agreement between City and Veteran Pipeline Construction

APPROVALS:

Department Head Responsible for Agenda Item: Approval Date: 11/17/25

CEQA Determination (Community Development/Planning): Approval Date: 11/17/25

The proposed action is Exempt from CEQA pursuant to §15061(3) under the "common sense" exemption.

Administrative Services (Financial): Approval Date: N/A

Costs authorized in City Approved Budget: ☐ Yes ☐ No ☒ N/A

City Attorney Approval Approval Date: 11/17/25

City Manager Approval: Approval Date: 11/24/25

RESOLUTION NO. ####-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL
APPROVING GRANTING AN EASEMENT DEED TO PG&E ON VILLAGE PARK LOCATED AT 6665 SEBASTOPOL AVENUE

WHEREAS, the City entered into a Mobilehome Park Utility Conversion Program Agreement dated September 25, 2024 where by the City elected to convert the master metered Village Park to direct gas and electric utility service with the cost of the conversion work to be borned by the PG&E Mobile Home Park conversion program; and

WHEREAS, the City entered into an agreement dated October 1, 2024 with Veteran Pipeline Construction for the construction of the conversion work under the terms of the Mobilehome Park Utility Conversion Program Agreement; and

WHEREAS, an easement deed is required by PG&E for the general purposes of constructing and maintaining gas and electric services at Village Park as part of the Mobilehome Park conversion program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol does hereby:

1. Finds and determines that the above recitals are true and correct and incorporated herein by reference.
2. Finds that executing an Easement Deed will allow PG&E to construct and maintain the gas and electric services to Village Park residents is with the City's adopted General Plan.
3. Approves the Easement Deed for Village Park at 6665 Sebastopol Avenue, attached as Exhibit A; and
4. Authorizes the Interim City Manager to execute the Easement Deed, subject to approval as to form by the City Attorney and subject to minor revisions and clarifications of the City Attorney that do not otherwise modify the City's obligations; and
5. Authorizes the Interim City Manager to take any other related actions consistent with the intent of the resolution on behalf of the City.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 2nd day of December 2025.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

VOTE:

Ayes:

Noes:

Abstain:

Absent:

APPROVED:

Mayor Stephen Zollman

ATTEST: _____

Mary Gourley, Interim City Manager/City Clerk, MMC

APPROVED AS TO FORM:

Alex Mog, City Attorney

Attachment: Exhibit A-Quitclaim Deed

Utility Distribution Easement (02/2020)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc _____
 Recording Fee \$ _____
 Document Transfer Tax \$ _____
☐ This is a conveyance where the consideration and
 Value is less than \$100.00 (R&T 11911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens
 & Encumbrances Remaining at Time of Sale
☐ Exempt from the fee per GC 27388.1 (a) (2); This
 document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

 Signature of declarant or agent determining tax

LD# 2407-09-10059

EASEMENT DEED

PM# 35426995E/35426996G

CITY OF SEBASTOPOL, a municipal corporation,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Sebastopol, County of Sonoma, State of California, described as follows:

(APN 004-063-017; 060-060-001)

The two parcels of land one described and designated Parcel Two in the deed from Sebastopol Village Park LLC, a California limited liability company to City of Sebastopol, dated September 19, 2007 and recorded as Document Number 2007105775, Sonoma County Records, and the other conveyed and designated Parcel One in said deed dated September 19, 2007.

The easement area is described as follows:

The strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing No. 35426995 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Utility Distribution Easement (02/2020)

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

CITY OF SEBASTOPOL, a municipal corporation

By

By

Print Name

Print Name

Print Title

Print Title

I hereby certify that a resolution was adopted
on the ____ day of _____, 20____, by
the _____
authorizing the foregoing grant of easement.
By _____

Name & Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____ Notary Public,
personally appeared _____

Insert name

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

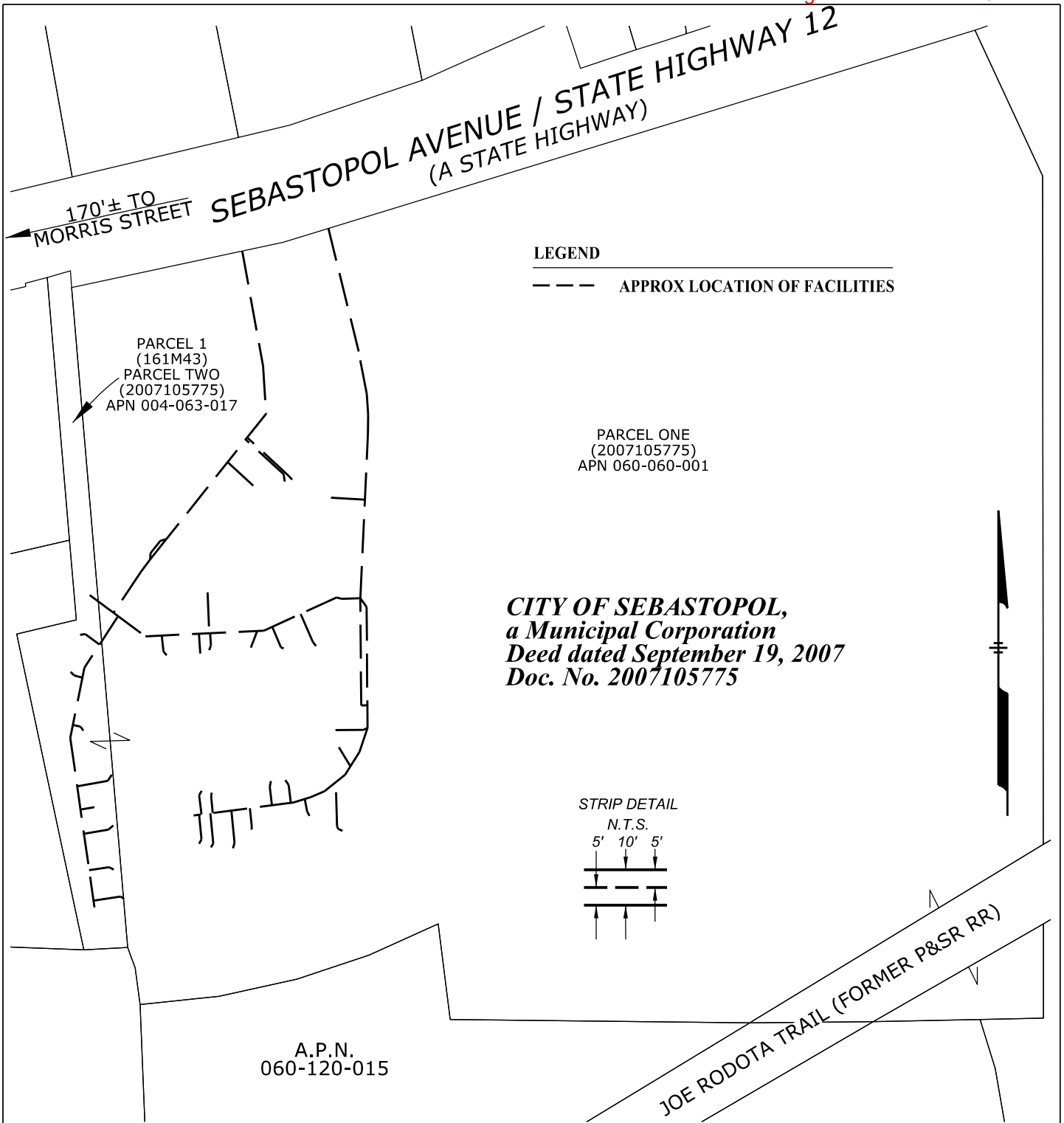
WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other _____



**CITY OF SEBASTOPOL,
a Municipal Corporation
Deed dated September 19, 2007
Doc. No. 2007105775**

**DRAWING FOR GRAPHICAL
REPRESENTATION ONLY**

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant: PARK VILLAGE MOBILE HOME PARK 6665 SEBASTOPOL AVE., SEBASTOPOL				SCALE NONE	DATE 6/30/25
SECTION SE OF SE 35	TOWNSHIP 7N	RANGE 9W	MERIDIAN MDBM	COUNTY OF: SONOMA	CITY OF: SEBASTOPOL
PLAT MAP REFERENCES JJ-2514 161 M 43				F.B.: PG&E	DR.BY: KXJM SONOMA DIVISION
				35426995 AUTHORIZ	35426995 DRAWING NO.
				CH.BY: DAK8	

Utility Distribution Easement (02/2020)

Attach to LD: 2407-09-10059
Area, Region or Location: 7
Land Service Office: Santa Rosa
Line of Business: Electric Distribution (43), Gas Distribution (53)
Business Doc Type: Easements
MTRSQ: 24.07.09.35.22,
FERC License Number: N/A
PG&E Drawing Number: 35426995
Plat No.: JJ-2514
LD of Affected Documents: N/A
LD of Cross Referenced Documents: N/A
Type of interest: Electric Pole Line Easements (3), Electric Underground Easements (4), Gas and Pipeline Easements (5), Utility Easements (86)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35426995
JCN: N/A
County: Sonoma
Utility Notice Number: N/A
851 Approval Application No: N/A ;Decision: N/A
Prepared By: KXJM
Checked By: CWJ6 CJ
Approved By:
Revised by:



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

This Mobilehome Park Utility Conversion Program Agreement ("Agreement") is made and entered into by and between City of Sebastopol ("MHP Owner/Operator"), a Governmental Agency organized and existing under the laws of the state of California, and the Utility, "Pacific Gas and Electric Company" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state of California. MHP Owner/Operator and PG&E may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, PG&E offers a ten-year program under the direction of the California Public Utilities Commission ("CPUC" or "Commission") pursuant to Decision 20-04-004 whereby master-metered Mobilehome Parks ("MHP") may elect to convert to direct utility service, with eligible costs for "To-the-Meter" and "Beyond-the-Meter" work to be borne by PG&E (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered system(s) in its MHP to direct service from PG&E under the MHP Program.

In accordance with the foregoing premises, the Parties agree as follows:

1. General Description of Agreement

- 1.1. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein, incorporated herein by reference, and the requirements of Electric and Gas Rule 28 ("MHP Rules"). This Agreement and the MHP Rules shall govern the conversion of the entire private owned and operated electric and/or natural gas distribution system servicing the MHP to direct PG&E electric and/or gas distribution and service, including all HCD permitted Mobilehome Spaces (MH-Space), eligible common areas, permanent buildings, and/or structures that currently have utility service.

Utility service to be converted to direct PG&E service (check one)

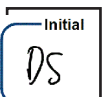
☐ Electric Only ☐ Gas Only ☒ Electric & Gas

If the gas or electric service at the MHP is provided by a different Utility, please provide the name of the Utility who provides the other service.

☐ Electric ☐ Gas Name of Utility: _____

- 1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utilities Commission (CPUC or Commission's) "Form of Intent" and the MHP Application (Form 79-1164), and continue to be bound by the terms set forth in those documents.

† Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.





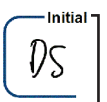
MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

- 1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development or its designed agency, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Space permitted by the California Department of Housing and Community Development or its designed agency, that are designated on the MHP Application that are currently able to receive electric and/or gas service from the existing master-metered system (Legacy System)
- 1.4. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in MHP Rules: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.5. This Agreement Commission conforms to (D.)20-04-004 and has been approved by the CPUC for use between PG&E and the MHP Owner/Operator. The terms and conditions of this Agreement may not be waived, altered, amended or modified, except as authorized by the CPUC. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

2. Representations

- 2.1. Each Party agrees to the terms and conditions of the MHP Program as stated in this Agreement, the MHP Application and MHP Rules. All tariffs associated with this Program may be amended from time to time, subject to CPUC approval.
- 2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for such Party in the execution of this Agreement.
- 2.3. Each Party represents that: (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate entities; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4. Each Party shall (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable regulations, laws, City and County ordinances and recognized professional standards.





MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner Operator will have thirty (30) calendar days to sign and submit the Agreement to PG&E.
- 3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E and the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 10 of this Agreement.

- 3.3. Agreements and documents shall be mailed to:

Mobilehome Park Utility Conversion Program
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10B
San Francisco, CA 94105-1814

4. Contractor selected by the MHP Owner/Operator to Perform "Beyond-the-Meter" Work

- 4.1. MHP Owner/Operator shall select a qualified, licensed contractor to perform the "Beyond-the-Meter" work at the MHP and shall consult and coordinate with PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B, multiple bids (where applicable at least three) from contractors for proposed "Beyond-the-Meter" work during the time frames specified by PG&E.
- 4.2. If PG&E and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform "Beyond-the-Meter" work, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolve the dispute.
- 4.3. The Contractor shall be selected based on the "most cost-effective option". PG&E reserves the right to review the reasonableness of bids for "Beyond-the-Meter" work that are received by the MHP Owner/Operator. PG&E and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).
- 4.4. The MHP Owner/Operator understands and agrees that neither PG&E's consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement by PG&E of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that PG&E makes no guarantee or warranty, either



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

expressed or implied, with respect to the Contractor's work. The MHP Owner/Operator understands and agrees that PG&E will not be liable for any claims related to "Beyond-the-Meter" facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless PG&E and its officers, directors, employees and/or agents from and against any such claims.

5. MHP Owner/Operator Responsibilities

- 5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing Mobilehome Parks and compliance with the MHP's own Rules and Regulations.
- 5.2. Easements
 - 5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules (Rule 15 & 16) and (D.) 20-04-004.
 - 5.2.2. PG&E shall at all times have the right to enter and leave the park for any purpose connected with the furnishing of electric /gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under all applicable PG&E tariffs.
- 5.3. Engineering and Planning – Electric Distribution System
 - 5.3.1. The "Beyond-the-Meter" electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of service equipment. Required permits must be obtained and shall be available for inspection by PG&E.
 - 5.3.2. PG&E will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MH-Space. Any requests for service modifications beyond the 100-ampere electric service or relocations beyond what is being provided by the MHP Program will be handled under PG&E's current Rules and Tariffs.
- 5.4. Engineering and Planning – Gas Distribution System
 - 5.4.1. The "Beyond-the-Meter" gas system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of gas house lines. Required permits must be obtained and shall be available for inspection by the UTILITY.
 - 5.4.2. PG&E will design and install a natural gas service line to deliver sufficient volume at PG&E's standard delivery. Any requests for service modifications



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

beyond the standard delivery or relocations beyond what is being provided by the MHP Program will be handled under PG&E's current Rules and Tariffs.

5.5. Engineering and Planning – General

- 5.5.1. MHP Owner/Operator shall ensure that any proposal for "Beyond-the-Meter" work prepared or received by the MHP Owner/Operator is based on a full knowledge of all conditions that would affect the cost and conduct of the conversion. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to PG&E the physical conditions at the work site, including as applicable, potential cultural sites, potential environmental issues, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels. MHP Owner/Operators who fail to disclose potential issues during the design phase risk removal from the program by PG&E.
- 5.5.2. MHP Owner/Operator will at all times own and is responsible for the "Beyond-the-Meter" utility service facilities.
- 5.5.3. Requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rule and Regulations. PG&E will process such requests under current applicable tariffs. Such requests for "To-the-Meter" services may require a separate service extension contract and shall be done in accordance with the effective service extension tariff. To the extent not covered by separate contract, costs for such requests are shown in Attachments C, D and E, attached hereto and incorporated herein. All costs not covered by the MHP Program must be paid in full to PG&E prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.
 - 5.5.3.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with "To-the-Meter" service modifications that are not covered by the MHP Program that were requested on behalf of the MH-Owner and due to PG&E under the current Rules and Tariffs and forward those payments to the appropriate Utility.
 - 5.5.3.2. "Beyond-the-Meter" service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from PG&E.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

- 5.5.3.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigned and/or re-engineered costs will not be eligible for reimbursement from PG&E and will be the sole responsibility of the requesting party.
- 5.5.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by PG&E and/or the contractor. Temporary facilities may include, but is not limited to, storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from PG&E.
- 5.5.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the park's common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated "Beyond-the-Meter" facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible payment of Utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from PG&E.
- 5.6. Existing Distribution System (Legacy System)
- 5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submeter system ("Legacy System") and continue to provide utility service to the MHP residents until cutover to the new direct PG&E service system. At all times, the Legacy System will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (if required), decommissioning and any environmental remediation.
- 5.6.2. If the MHP has an existing propane gas distribution system, PG&E will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility's existing Distribution and Service Extension Rules (Rule 15 & 16) and would not qualify under the MHP Program.
- 5.7. Permits
- 5.7.1. Except for the routine, ministerial construction permits to be acquired by PG&E pursuant to Section 6 of this Agreement, the acquisition of all other permits that may be necessary will be the responsibility of the MHP Owner/Operator. This includes, but not limited to, the following:



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

- Environmental and governmental agency permits.
- Caltrans permits.
- Railroad permits.
- HCD and/or local City and County building permits for electric and/or gas service work necessary to install new service delivery facilities including, but not limited to, gas house lines, electric meter pedestals, and terminations
- Permits for the abandonment of the Legacy System.

The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond-the-Meter" work to the agency with jurisdictional authority and such permits will be reimbursable under the MHP Program. Permitting costs related to the abandonment of the Legacy System will not be reimbursable under the MHP Program and are the responsibility of the MHP Owner/Operator.

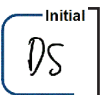
PG&E may assist the MHP Owner/Operator in preparation and submittal of all other permit applications, but construction permits not covered by PG&E will be paid by the MHP Owner/Operator.

5.8. Environmental, Endangered Species and Cultural Resources Review

- 5.8.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues, and the costs associated with those efforts, are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. No utility shall assume any remediation responsibility and utility ratepayers shall bear no costs associated with any required remediation.
- 5.8.2. Any environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. MHP Owner/Operator may be granted additional time by PG&E to resolve environmental, endangered species and cultural resources issues prior to completing the conversion, however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.

5.9. Outreach and Education

- 5.9.1. The MHP Representative will be the liaison for the MHP Owner/Operator and will be responsible for relaying project information to MHP Residents and to PG&E. The MHP Representative shall provide status updates to the MHP Owner/Operator and the MHP Residents from PG&E and provide timely status updates from contractor and MHP Owner/Operator to Utility.





MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

- 5.9.2. All costs associated with the MHP Representative in performing the duties associated with the Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.
- 5.9.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the MHP residents. The MHP Representative shall distribute the information to the residents in a timely manner in accordance to MHP's Rules and Regulations
- 5.9.4. The MHP Owner/Operator must allow PG&E to directly contact the MHP residents during the project regarding the MHP Program, account setup and other utility programs. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement (Attachment A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.
- 5.9.5. The MHP Representative shall ensure that its contractor works with PG&E and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work. Communications will include notices such as temporary outages, detours or street closures. The MHP Representative will also ensure that such notices will remain consistent with PG&E communications and be distributed in a timely manner.
- 5.10. Construction
 - 5.10.1. Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rules.
 - 5.10.2. The MHP Owner/Operator shall work cooperatively with PG&E to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of PG&E's construction materials and equipment during the project.
- 5.11. Cutover / Completion of Conversion
 - 5.11.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.
 - 5.11.2. Cutover cannot occur until PG&E is satisfied that 24 hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway.

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MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.

- 5.11.3. The MHP Owner/Operator is responsible for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after PG&E is ready to cutover all qualifying MH-spaces to direct Utility service.
- 5.11.4. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available perform joint cutover with PG&E for the individual services within the MHP.
- 5.11.5. If requested by the Utility, the MHP Owner/Operator shall have their Contractor purge the gas legacy master-meter system of unpressurized gas to ensure safety of the disconnected gas system.

6. Utility's Responsibilities

6.1. Engineering and Planning

- 6.1.1. PG&E will design and install the new "To-the-Meter" electric and/or gas distribution and service system for the MHP to meet current PG&E design standards and applicable codes, regulations and requirements based on the most economic, convenient and efficient service route.

To the extent possible, PG&E will design and install the new distribution and service system up to the Service Delivery Point on a "like for like" basis to the existing system. For example, an existing 200 ampere overhead electric service will be replaced with a 200 ampere overhead electric service. If both electric and gas are requested to be replaced and electric service is provided overhead, PG&E will have the option to offer underground electric service if it is cost effective to do so. If gas service is located above ground, PG&E will underground the gas service as well as the electric service, if present.

- 6.1.2. PG&E will prepare a preliminary design package for the new electric and/or gas system and prepare all necessary land rights documents.
- 6.1.3. PG&E will consult with the MHP Owner/Operator to identify the location of each electric and/or gas meter and any protection required for the metering service equipment. PG&E will have the final approval of the location of the meter.
- 6.1.4. PG&E will include with the MHP Program additional reasonable services for common use areas at the discretion of the Commission Safety Enforcement Division within the MHP that will be served under commercial rate schedules.
- 6.1.5. PG&E will design and install the "To-the-Meter" facilities to accommodate a service equivalent to the existing service. If the existing electric service is less than 100 amperes, the utility will design and install "To-the-Meter" facilities to accommodate 100 ampere service as part of the MHP Program.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

- 6.1.6. With the exception of the 100 ampere minimum electric service, any requests for service upgrades or relocations beyond what is being provided by the MHP Program will be handled under PG&E's current Rules and Tariffs. Such requests may be made by the MHP Owner or the individual MHP residents, and such upgrades and additional incremental costs will be the sole responsibility of the requesting party.
- 6.1.7. If applicable, PG&E will design and install a natural gas service line at each individual MH-Space to deliver sufficient volume at PG&E's standard delivery.
- 6.1.8. Vacant MH-Spaces will receive a stub to the location of the future "Service Delivery Point" during the MHP Program. When a previously vacant space becomes occupied subsequent to cutover, a line extension contract will be required to extend service per normal line extension rules (Rule 16).

6.2. Permits

- 6.2.1. PG&E will acquire routine, ministerial construction permits, such as encroachment permits necessary for trenching within public rights-of-way.
- 6.2.2. PG&E will review all permits prior to construction. No work will be performed by PG&E or the Contractor under the MHP Program until the MHP's Owner/Operator and/or PG&E obtains the required permits.

6.3. Environmental and Cultural Resources Review

- 6.3.1. PG&E shall conduct a "desktop" environmental, endangered species and cultural resources review of the proposed work at the MHP. If such review indicates any environmental, endangered species and cultural resources issues, PG&E will immediately suspend of work at the MHP. PG&E will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. PG&E assumes no remediation responsibility or liability. Costs for remediation are not eligible for reimbursement from the MHP Program.

6.4. Outreach and Education

- 6.4.1. PG&E will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to MHP residents.
- 6.4.2. During the construction phase, PG&E will work with the MHP Representative to keep the MHP residents informed of the status of the project, including notice of temporary outages, detours or street closures, and other issues related to the project. Information provided by PG&E will include, but is not limited to, "transition kits" for the MHP residents with information about construction work impacts, timing, account setup instructions, utility programs and services such as California Alternate Rate for Energy (CARE), medical assistance program, energy efficiency and demand response opportunities. PG&E will work with the



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.

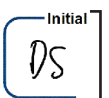
- 6.4.3. PG&E will manage communications with the Commission, California Department of Housing and Community Development (HCD), other utilities, local government, local media, and other parties, as necessary, regarding the MHP Program activities.

6.5. Construction

- 6.5.1. PG&E will install, or select a qualified licensed contractor to install the new "To-the-Meter" electric and/or gas distribution systems that will meet all current electric and/or gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design.
- 6.5.2. PG&E will consult and coordinate conversion activities with other utilities that may also serve the MHP, including municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs.
- 6.5.3. PG&E may commence conversion after compliance with Rule 28, D.3.b. PG&E may elect to wait until the MHP Owner/Operator can demonstrate construction of the "Beyond-the-Meter" facilities have been substantially completed, such facilities have been approved by the governing inspection authority and PG&E receives a copy of any inspection report or verification to begin construction. PG&E may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by PG&E and/or as scheduling and availability permits.
- 6.5.4. PG&E shall not remove the existing legacy system, unless necessary and the system shall be abandoned in place and PG&E shall isolate the new and existing legacy systems. PG&E shall not incur any expenses associated with the removal or retirement of the existing system under the conversion program. Should removal of the legacy distribution system be necessary to complete the conversion to direct utility service from PG&E, such costs may at PG&E's discretion be included in the MHP Program if it is necessary and can be done so efficiently.

6.6. Cutover / Completion of Project

- 6.6.1. PG&E will own, operate, and maintain all "To-the-Meter" electric and/or gas distribution and service systems within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to Rule 15 and Rule 16 and other applicable tariffs.
- 6.6.2. If necessary, PG&E will coordinate with the Contractor to jointly meet to perform joint cutover with PG&E for the individual services within the MHP.





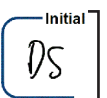
MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

- 6.6.3. PG&E will reimburse the MHP Owner/Operator for all qualifying "Beyond-the-Meter" work as summarized in Attachment C.
- 6.6.4. PG&E or its Contractor shall purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected system.

7. Safety

- 7.1. IMPORTANCE OF SAFETY: The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program and Parties are responsible for performing the work in a safe manner. Parties shall plan and conduct the work, and shall require all contractors and subcontractors to abide by all safety requirements incorporated herein and to perform their portion of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should PG&E at any time observe the contractor, or any of its subcontractors, performing the work in an unsafe manner, or in a manner that may, if continued, become unsafe, then PG&E shall have the right (but not the obligation) to require the MHP Owner/Operator to stop contractor's work affected by the unsafe practice until contractor has taken corrective action so that the work performance has been rendered safe.
- 7.2. Regulations and Conduct of Work: MHP Owner/Operator shall assure that its contractor plans and conducts the work to safeguard persons and property from injury. MHP Owner/Operator shall direct the performance of the work by its contractor in compliance with reasonable safety and work practices and with all applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health, including the wearing of "hard hats" at the worksite if applicable. Work in areas adjacent to electrically energized facilities and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. PG&E may designate safety precautions in addition to those in use or proposed by contractor. PG&E reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions.
- 7.3. Additional Precautions: Upon PG&E's request, the MHP Owner/Operator shall require its contractor to provide certain safeguards not in use but considered necessary and if contractor fails to comply with the request within a reasonable time, PG&E may provide the safeguards at MHP Owner/Operator's expense. Failure to





MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

comply with safety precautions required by PG&E may result in termination of the Agreement for cause.

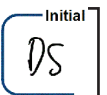
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to PG&E, MHP Owner/Operator, contractors, subcontractors, MHP residents, and/or the general public. Upon notice, the responsible party shall investigate the potential safety hazard, and if necessary, take actions to remedy the situation.
- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life safety and services to the MHP and MHP residents.

8. Delay and Suspension of Work

- 8.1. Suspension of Work by PG&E: PG&E reserves the right to suspend the work under the MHP Utility Conversion Program to serve the needs of the greater public.
- 8.2. Notification of Delays: MHP Owner/Operator shall cause contractor to promptly notify PG&E in writing of any impending cause for delay that may affect PG&E's schedule. If possible, PG&E will coordinate and assist contractor in reducing the delay.
- 8.3. Delays by MHP Owner/Operator: No additional compensation or other concessions will be allowed to the MHP Owner/Operator for expenses resulting from delays for which MHP Owner/Operator is responsible. If, in PG&E's opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator's expense, to assure completion on schedule.

9. Termination

- 9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.
 - 9.1.1. PG&E may cancel or suspend this Agreement for, but not limited to, the following situations:
 - 9.1.1.1. The failure, refusal or inability of the MHP Owner/Operator to perform the work in accordance with this Agreement for any reason (except for those reasons that are beyond MHP Owner/Operator's control) after receiving notice from PG&E and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at PG&E's option, safety or security violations may result in immediate termination; or
 - 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate its responsibilities under this Agreement within six (6) months of the execution of this Agreement; or





MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

- 9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from PG&E within twelve (12) months of the execution of this Agreement; or
- 9.1.1.4. A legal action is placed against the MHP Owner/Operator which, in PG&E's opinion, may interfere with the performance of the conversion.
- 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
 - 9.1.2.1. Reimburse PG&E for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MH-Space or common area. PG&E's costs may include, but is not limited to, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work; and
 - 9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct PG&E service of an individual MH-Space; and
 - 9.1.2.3. Repay in full to PG&E any reimbursements paid to the MHP Owner/Operator for partial work completed by its contractor.
- 9.1.3. In the event of termination, PG&E shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct PG&E service which are of benefit to PG&E. In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination.
- 9.1.4. Cancelled MHP Agreement may, at the Utilities option, result in the removal the MHP from the MHP Program and the selection of the next MHP that is on the waiting list for the MHP Program.
- 9.1.5. MHP Owner/Operator shall be liable for additional costs to PG&E arising from termination. PG&E may terminate this Agreement, suspend work and/or the MHP Program if directed to do so by the CPUC. Liability of incomplete projects will be determined by the CPUC.

10. **Costs Covered by the MHP Program and Reimbursement to MHP Owner/Operator**

- 10.1. All costs incurred by PG&E to provide "To-the-Meter" facilities for a typical utility service for each qualifying MH-Space will be covered under the MHP Program.
- 10.2. Requests for service entrance relocations, rearrangements and upgrades are not covered under the MHP Program.



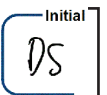
MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

- 10.3. Additional reasonable services at the discretion of the Commission Safety and Enforcement Division for common use areas within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Utility Conversion Program and will not provide "Beyond-the-Meter" reimbursements for these common area services. PG&E will not provide the service panel.
- 10.4. PG&E will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the MHP Program" amount listed on Attachment C, without prior written approval from PG&E. PG&E will review all invoices received for the "Beyond-the-Meter" work by the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The MHP Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.
- 10.5. As soon as practicable and after any jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to PG&E for "Beyond-the-Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Space compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond-the-Meter" work will be paid to the MHP Owner/Operator after the final cutover has been completed and the entire MHP has been converted to direct PG&E service.
- 10.6. Invoices shall include a listing of MH-Spaces that completed the service conversion, and an itemized list and costs for equipment, materials, and labor for "Beyond-the-Meter" facilities that are both covered and not covered by the MHP Program.

11. Nondisclosure

- 11.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include information provided by the MHP Owner/Operator regarding the MHP residents. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential





MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.

- 11.2. Notwithstanding the foregoing, Confidential Information may be disclosed to the CPUC and any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

12. Indemnification

- 12.1. MHP Owner/Operator shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, MHP Owner/Operator, Contractor or Subcontractor; injury to property of PG&E, MHP Owner/Operator, Contractor, Subcontractor, or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with MHP Owner/Operator performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active gross negligence or willful misconduct of PG&E, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless PG&E from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which PG&E shall have no liability. A utility shall have no liability for the MHP master-metered system (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during conversion, and the MHP owner will hold harmless, defend and indemnify PG&E from all causes of action or claims arising from or related to these systems.
- 12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
- 12.3. MHP Owner/Operator shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. MHP Owner/Operator shall pay all costs



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

13. Compliance with Laws and Regulations

- 13.1. During the performance of the Work, MHP Owner/Operator, contractor and its subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.
- 13.2. MHP Owner/Operator shall require any contractor or subcontractor to whom any portion of the work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold PG&E harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and Contractor or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.

14. Governing Law

This Agreement shall be deemed to be a contract made under laws of the State of California and for all purposes shall be construed in accordance with the laws of said state.

15. Entire Agreement

This Agreement consists of, in its entirety, Mobilehome Park Utility Conversion Program Agreement and all attachments hereto, the MHP Application and PG&E's Electric and Gas Rule 28. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

16. Enforceability

If any provision of this Agreement thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

17. Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Agenda Item Number 5

public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

18. Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

Sebastopol Village Park Mobile Home Par

Name of Mobilehome Park

City of Sebastopol

Signed by: *Don Schwartz*
87A2940898C14D0...
Signature

Don Schwartz

Print Name

City Manager

Title

9/25/2024

Date

**PACIFIC GAS AND ELECTRIC
COMPANY**

DocuSigned by: *David Perez*
AF035E6078EB4F9...
Signature

David Perez

Type/Print Name

Manager

Title

9/24/2024

Date

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Agenda Item Number 5

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Attachment A Documents and Declaration

A. Additional Documentation

As described in the Applicability Section of Rule 28 (Section A.1) and Section 1.4 of the Agreement the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park Utility Conversion Program:

1. The MHP Owner/Operator must provide a copy of a valid operating license from the governmental entity with relevant authority; (Required)
2. If the MHP is operated on leased real property, a copy of the land lease agreement must be provided. The land lease agreement must supply proof that the lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities.

As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement. The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Mobilehome Park Utility Conversion Program Agreement.

B. Declaration of Non-Condemnation

In accordance with CPUC Decision (D.) 20-04-004, and subject to the requirements of Gas and Electric Rule 28, all MHP participating in the MHP Utility Conversion Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

I, Don Schwartz, (print name of authorized signatory)
declare under penalty of perjury under the laws of the State of California that I am
authorized to execute this document on behalf of the MHP Owner/Operator and declare that
the Mobilehome Park is not subject to any enforceable condemnation order or to pending
condemnation proceedings.

Sebastopol Village Park Mobile Home Park

Name of Mobilehome Park

City of Sebastopol

Company Name of Owner/Operator

9/25/2024

Date

Signed by:

Don Schwartz

87A2940898C14D0...

Authorized Signature

Don Schwartz

Print Name

City Manager

Title



Agenda Item Number 5

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Attachment B Contractor Selection

MHP Owner/Operator shall select a qualified, licensed contractor to perform "Beyond-the-Meter" work to MH-Spaces and shall consult and coordinate with PG&E on such selection and provide information about the selected contractor below.

Selection of the contractor shall be based on the "most cost-effective option." PG&E reserves the right to review the reasonableness of the bids received by the MHP Owner/Operator to perform the "Beyond-the-Meter" work. PG&E and the Commission encourage consultation and coordination between the Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

If PG&E and the MHP Owner/Operator fail to agree upon the qualifications of the contractor, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

In all instances, the work performed by the contractor must meet PG&E's current standards as specified in the Utility's Electric and/or Gas Service Requirement manual and have approval from applicable governing inspection authority(ies).

- Contractor Name: Veteran Pipeline Construction
 State Contractor License #: 953124A
 Contact Person: Joe Gromacki
 Title: Program Manager
 Address: 2880 Gateway Oaks Dr
 City: Sacramento State California ZIP: 95833
 Day Phone: 707-908-0831
 Cell Phone: 707-908-0831
 Fax: 707-750-5476
 Email Address kgromacki@vpccharge.com
 Total Estimated Cost to Perform all "Beyond-the-Meter"
 work for the MHP (See Attachments C) \$ 228,248



MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment B
Contractor Selection

Agenda Item Number 5

Secondary Contractor (if required)

- Contractor Name: _____
- State Contractor License #: _____
- Contact Person: _____
- Title: _____
- Address: _____
- City: _____ State _____ ZIP: _____
- Day Phone: _____
- Cell Phone: _____
- Fax: _____
- Email Address _____
- Total Estimated Cost to Perform all "Beyond-the-Meter"
work for the MHP (See Attachments C) \$ _____

Initial
DS



Agenda Item Number 5

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Attachment C Estimated Costs for MHP Project

MHP Owner/Operator: City of Sebastopol

Project Name: Sebastopol Village Park Mobile Home Park

Address: 6665 Sebastopol Ave., Sebastopol, CA 95472

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 20-04-004, and subject to the requirements of Gas and Electric Rule 28, PG&E is offering the Mobilehome Park Utility Conversion Program to convert existing privately owned master-meter/sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities ("MHP"), to direct PG&E service for each individual space within MHP.

Utility service to be converted to direct PG&E service (check one)

☐ Electric Only

☐ Gas Only

☒ Electric & Gas

The number of MH-Spaces that will be eligible for conversion to direct PG&E service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of residential MH-Space spaces within the MHP and that are designated on the MHP Application. PG&E will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Any additional common use area meters and services that are not provided by the program will be designed and installed under the guidance of the Service Relocation and Rearrangement section of Gas and Electric Rule 16.

Table C.-1 Illustrate the financially responsible party for the "To-the-Meter" and "Beyond-the-Meter" services under the MHP Program

Table C-1	"To-the-Meter" Facilities and Equipment installed by PG&E Financially Responsible Party			"Beyond-the-Meter" Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Program	MHP Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MH Owner
Service to Individual MH-Spaces	X			X		
Service to Common Use Areas	X				X	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes where the MHP lots are owned by the resident residing on the lot			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space in where the lots are not owned by the resident residing on the lot (leased or rented spaces)		X			X	

Initial
DS



Agenda Item Number 5

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Attachment C Estimated Costs for MHP Project

A. PG&E's Estimated "To-the-Meter" Project Costs Not Covered by the Program
(To be completed by PG&E¹)

Costs Not
Covered by the
MHP Program

Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To-the-Meter" Facilities for the MHP]

\$ 0

Electric System – Includes, but is not limited to, installation of cables, switches, transformers, SmartMeters™, conduits and substructures, and other facilities required to complete the distribution and service line extensions [Service upgrades or rearrangements requested on behalf of the MHP Owner/Operator not covered by the MHP Program].

\$ 0

Gas System – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program].

\$ 0

Other – Includes, but is not limited to, easement estimate, SmartMeter™ network upgrade, and other cost associated with the project.

\$ 0

PG&E's Total Estimated "To-the-Meter" Project Costs Not Covered by the Program

\$

\$ 0

¹ Service Upgrades beyond what is being provided by the program are listed on Attachment C.

Initial
DS



Agenda Item Number 5

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Attachment C Estimated Costs for MHP Project

B. MHP Owner/Operator's "Beyond-the-Meter" Project Costs

(To be completed by the MHP Owner/Operator, Attach Contractor's Job Estimate to Attachment C)

	Cost Covered by the MHP Program	Costs Not Covered by the MHP Program ²
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.	\$ 0	\$ 0
<u>Electric System</u> – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Materials: \$ 0	\$ 0
	Labor: \$ 125,834	\$ 0
<u>Gas System</u> – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials.	Materials: \$ 0	\$ 0
	Labor: \$ 102,414	\$ 0
<u>Other</u> – Includes, but is not limited to, permits as provided by contractor.	\$ 0	\$ 0
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs	\$ 228,248	\$ 0

C. Estimated Cost for MHP Service Conversion Project (A + B)

\$ 228,248	\$ 0
------------	------

D. Number of MH-Spaces

29

E. Average Cost per MH-Space

\$ 7,871	\$ 0
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² Provided breakdown of charges not covered by the program on Attachment C.



MOBILEHOME PARK PILOT SERVICES UTILITY CONVERSION PROGRAM AGREEMENT

Attachment D – Costs That The MHP Resident is Responsible for that is Not Covered Under The MHP

MHP Owner/Operator: City of Sebastopol

Project Name: Sebastopol Village Park Mobile Home Park

Address: 6665 Sebastopol Ave., Sebastopol, CA 95472

Any service modifications and associated costs beyond what is being provided by the MHP Program as described in Gas Rule No. 28 and the Mobilehome Park Utility Conversion Program Agreement will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. Request for additional common use area meters and services that are not provided by the MHP Program, but approved by PG&E, will be designed under the guidance of the Utilities' Rules for Service Relocation and Rearrangement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

The following service modifications have been requested by the MHP Owner and/or the MHP resident(s) (If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.)

N/A

A. Total Amount Due by MHP Owner/Operator for Service Modification and/or services not covered by the Program

1. Amount Due from MHP Owner/Operator to PG&E

• Amount due to PG&E for "To-the-Meter" work not covered by the MHP Program.	\$ <u>0</u>
• Amount due to PG&E for "To-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas	\$ <u>0</u>
Total	\$ <u>0</u>

2. Amount Due from MHP Owner/Operator to the Contractor

• Amount due to the Contractor for "Beyond-the-Meter" Work for common use areas.	\$ <u>0</u>
• Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas	\$ <u>0</u>

Initial
DS

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Attachment D –

Agenda Item Number 5



Costs That The MHP Owner/Operator is Responsible for that is Not Covered Under The MHP Program

3. Total amount due from MHP Owner/Operator for service modifications not covered by the MHP Program \$ 0

Itemized Service Modifications or other services not covered by the MHP Program

(Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

"To-the-Meter" Costs Not Covered By the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost
None			

"Beyond-the-Meter" Costs Not Covered By the MHP Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost
None			

Initial
DS



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Attachment E –

Costs That The MH-Owner is Responsible for that is Not Covered Under The MHP Program

MHP Owner/Operator: City of Sebastopol

Project Name: Sebastopol Village Park Mobile Home Park

Address: 6665 Sebastopol Ave., Sebastopol, CA 95472

Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities, where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rules and Regulations. These modifications, and associated costs, would be the responsibility of the requesting MH resident and will be handled under PG&E's current applicable Tariffs. All other requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program must be made by the MHP Owner/Operator and documented in Attachment D.

The MHP Owner/Operator is responsible to collect any and all fees associated with service modifications that were requested on behalf of the MH residents where the MHP lots are owned by the resident and forward those payments to PG&E with this Agreement.

A. Total Amount Due by MH Residents where the MHP lots are owned by the resident for Service Modification and/or services not covered by the Program

1. Amount Due from MH Residents to PG&E

- Amount due to PG&E for "To-the-Meter" work not covered by the MHP Program.

\$ 0

2. Amount Due from MH Residents to the Contractor

- Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MH Residents.

\$ 0

3. Total Owned by MH Residents for the MHP Program

\$ 0



MOBILEHOME PARK Agenda Item Number
UTILITY CONVERSION PROGRAM
AGREEMENT
Attachment E –

Costs That The MH-Owner is Responsible for that is Not Covered Under The MHP Program

Itemized Service Modifications or other services not covered by the MHP Program

(Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

[illegible][illegible]



Agenda Item Number 5

**MOBILEHOME PARK
UTILITY CONVERSION PROGRAM
AGREEMENT**

**Attachment F –
Consumer Protection Measures for Residents
Participating in the Mobilehome Park Utility
Conversion Program**

The MHP residents are intended third party beneficiaries with respect to the protections contained in the following clause and shall have the sole rights to enforce this clause:

The property owner cannot raise the rent of a unit because of increased value of the unit solely due to infrastructure improvements provided by the MHP Program. Allowable factors for rent increase include, but are not limited to, an increase in property taxes, operation and maintenance cost, and/or amortizing costs of property improvements other than those made by the MHP Program. The owner(s) of the MHP shall provide notice of this protection from rent increases due to participation in the MHP Utility Program in writing to each MHP resident within 3 days of transfer of the MHP infrastructure to the utility following program completion. The notice will include the current contact information for mobilehome resources such as the Mmobilehome Assistance Center and the Mobilehome Residency Law Protection Program at:

Mobilehome Assistance Center (Complaints): (800) 952-8356

MHAssistance@hcd.ca.gov

P.O. Box 278690 Sacramento, CA 95827-8690

Mobilehome Residency Law Protection Program (MRL Complaints): (800) 952-8356

MRLComplaint@hcd.ca.gov

P.O. Box 278690 Sacramento, CA 95827-8690

**VETERAN PIPELINE CONSTRUCTION
PO BOX 340190, SACRAMENTO, CA., 95834, Lic. 953124A
PRIME CONTRACT WITH MOBILE HOME PARK OWNER**

This PRIME CONTRACT (the "Contract"), is entered into on the Effective Date (as hereinafter defined) by and between MHP Owner (as hereinafter defined) and Veteran Pipeline Construction ("Contractor"), in connection with the Work (as hereinafter defined) to be constructed for MHP Owner on the Project Site (as hereinafter defined). Contractor and MHP Owner may be referred to hereinafter as a "Party" or collectively, as the "Parties".

RECITALS

A. Contractor shall perform the Work in compliance with the Contract Documents (as hereinafter defined) and as specifically enumerated in the scope of work set forth in Schedule "A" (the "Work") and incorporated herein by reference. The "Contract Documents" include this Contract and all of the schedules attached hereto, which are incorporated herein by reference.

B. Contractor shall supply all labor, materials, equipment and supervision necessary to complete all the Work described in the attached Schedule "A".

C. MHP Owner shall pay to Contractor, in currently available funds, for the performance of the Work, subject to modifications as provided in the Contract Documents, the Contract Price (as hereinafter defined).

AGREEMENT

NOW, THEREFORE, on the basis of the foregoing facts, understandings and intentions of the Parties, and in consideration of the mutual covenants, Recitals and promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties each agree as follows:

Article 1 - Fundamental Terms and Definitions.

1.1 Fundamental Terms.

"Effective Date"	10/1/2024	
"Property" or "Project Site"	Sebastopol Village Park MHP, 6665 Sebastopol Ave., Sebastopol, CA 95472	
"Project"	The term "Project" shall mean the construction of the Work.	
"MHP Owner"	City of Sebastopol	
"Construction Lender"	N/A	
"Construction Documents"	The term "Construction Documents" shall include this Contract, all schedules attached hereto and the documents listed in <u>Schedule "A"</u> .	
"Start Date"	Forecasted Start Date	
"Contract Price"	BTM Gas Costs Program Covered: \$102,414 BTM Gas Costs Program Not-Covered: \$0 BTM Electric Costs Program Covered: \$125,834 BTM Electric Costs Program Not-Covered: \$0	
"Utility" and/or "Utilities")	Pacific Gas & Electric Co.	
"Deposit"	\$0	
LIST OF SCHEDULES AND DOCUMENTS INCORPORATED INTO THIS CONTRACT.	A	Scope of Work;
	B	Contract Documents;
	C	Payment Schedule, Billing Terms and Progress Payments;
	D	Special Provisions;
	E	Project Schedule;
	F	Limited Warranty;
	G	Notices; and
	H	Mobilehome Park Utility Upgrade Program Agreement by and between MHP Owner and Utility
	I	Permits (As necessary to be signed and attached to final BTM Contract)

MHP OWNER'S ADDRESS FOR NOTICES	PO Box 1776 Sebastopol, CA 95472
CONTRACTOR'S ADDRESS WHERE NOTICES MAY BE MAILED	PO Box 340190, Sacramento CA 95834
APPROXIMATE START DATE	September, 2025
APPROXIMATE COMPLETION DATE	April, 2025

In this Contract, the following definitions shall apply:

1.2 Change Order - A written order signed by Contractor and MHP Owner or MHP Owner's authorized representative, stating their agreement upon all of the following:

- (i) Change in the Work, if any;
- (ii) The amount of adjustment in the Contract Price, if any; and
- (iii) The extent of the adjustment in the Contract Time, if any.

1.3 Subcontractor - Any person, partnership, corporation or limited liability company which has a contract with Contractor to furnish labor, material or equipment as part of the Work.

1.4 Substantial Completion - The point in the progress of the Work when MHP Owner may use the Project for its intended purpose.

1.5 Final Completion - The completion of the Work, including the submission of all final releases, documents and manuals required by the Contract Documents.

1.6 Work - The totality of Contractor's responsibilities, as set forth in the Contract Documents, including, but not limited to, the construction of the Work.

Article 2 - Site Access and Rights-of-Way

2.1 MHP Owner shall provide, no later than the date when needed by Contractor, all necessary access to the Project Site and lands upon which the Work is to be performed, including convenient access to the lands and any other lands and/or facilities designated in the Contract Documents for use by Contractor. Any delay whatsoever in the furnishing of this (these) real property(ies) and/or facility(ies) shall entitle Contractor to an equitable adjustment in the Contract Price and the Contract Time, as provided for in Article 10 (Changes) of this Contract.

2.2 MHP Owner shall provide Contractor with a minimum of twenty-four (24) hours' written notice of cancellation or modification of access to the Project Site. If MHP Owner fails to provide such written notice to Contractor and Contractor is denied access to the Project Site, Contractor shall be entitled to charge MHP Owner a cancellation fee of \$1,000 for each such cancellation.

Article 3 - Site Investigation

3.1 MHP Owner represents and warrants that he/she/it has made known to Contractor, prior to the receipt of Contractor's bid and/or proposal, all information of which MHP Owner is aware, as to all conditions on the Project Site, including, reports of exploratory tests, written opinions of technical advisers, electrical plans and drawings, mechanical plans and drawings, maps, surveys, and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions, and any and all other information which might assist Contractor in properly evaluating the extent and character of the Work that might be required in order to complete the Project. In addition, MHP Owner shall provide all land surveys and baselines necessary for Contractor to locate the principal parts of the Work and perform the Work.

3.2 Contractor shall use its best efforts to promptly notify MHP Owner in writing of:

3.2.1 Subsurface, hidden or latent physical conditions at the Project Site differing from those indicated in the Contract Documents; or

3.2.2 Previously unknown physical or other conditions at

the Project Site and/or in the vicinity of the Work of an unusual nature, differing from those ordinarily encountered and generally recognized as inherent in work of the nature provided for in this Contract.

3.3 Upon receipt of Contractor's written notice pursuant to Section 3.2, MHP Owner, at his/her/its sole cost, shall promptly investigate the subject condition(s) and the conditions of the Project Site described in Section 3.1 of this Contract. If the MHP Owner or MHP Owner's representative finds that the Project Site conditions do materially differ, or involve hazardous waste or toxic pollutants, the MHP Owner or MHP Owner's representative shall, subject to Contractor's agreement with the Utility, cause a decrease or increase in the Contract Price and/or Contract Time required for the performance of the affected part of the Work by issuing a Change Order under the procedures described in this Contract.

3.4 The discovery of any hazardous or toxic materials shall be deemed to be a differing site condition, pursuant to this Article 3. "Hazardous" or "toxic" materials shall include, without limitation, hazardous or toxic material as defined under any federal, state or local law. If hazardous or toxic material is discovered:

3.4.1 Contractor shall immediately (a) give notice to MHP Owner of such discovery; (b) stop that portion of the Work affected by such materials; and (c) take reasonable steps to protect the Work and prevent exposure of persons to such material.

3.4.2 Contractor shall have no obligation to perform any corrective, remedial or removal work that would require the handling of or exposure to hazardous materials.

3.4.3 MHP Owner shall have the sole responsibility for furnishing all written warnings, notices or postings required by federal, state or local law regarding the use or existence of hazardous/toxic or potentially hazardous/toxic materials, including, but not limited to, those required by Proposition 65.

Article 4 - Commencement of Work

4.1 Contractor shall commence construction on the Project on the Start Date. Contractor shall be deemed to have commenced Work under this Contract when Contractor moves equipment onto the Project Site.

Article 5 - Materials, Equipment and Appliances

5.1 Contractor shall provide and pay the costs, including taxes, for all materials, labor, equipment, tools, transportation and other services and facilities necessary for the execution and completion of the Work.

5.2 All materials incorporated into the Work shall be new and both workmanship and materials shall be of good quality.

Article 6 - Permits, Licenses and Regulations

6.1 Permits and licenses of a temporary nature necessary for the prosecution of the Work, if any, shall be obtained by Contractor at MHP Owner's expense and MHP Owner agrees to assist Contractor in obtaining such licenses and permits. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by MHP Owner. To the fullest extent permitted by law, MHP Owner shall indemnify, hold harmless and defend Contractor, its agents, officers and employees from and against any and all claims, demands, actions, causes of action, costs, expenses, losses, liabilities and damages of whatsoever nature arising out of MHP Owner's failure to obtain all necessary permits, licenses and easements necessary for the performance and completion of the Work.

6.2 Contractor shall provide all notices and comply with all laws, ordinances, rules and regulations varying on the performance of the Work, if any. If Contractor observes that the drawings and specifications (if any) are in variance with such laws, ordinances, rules and regulations, Contractor shall promptly notify MHP Owner. Any necessary changes in the Work as a result of such variances shall entitle Contractor to an equitable increase in both the Contract Price and the Contract Time in accordance with Article 10 (Changes) of this Contract.

Article 7 - Inspection of Work

7.1 MHP Owner shall provide sufficient competent personnel to visit and inspect the Project Site during the course of the Work in order to determine whether the Work is being performed in a manner which is consistent with the Contract Documents. Contractor has the right to rely on any representative of MHP Owner as designated to the same extent as if Contractor were relying on MHP Owner directly with respect to any provision of or issue arising out of this Contract.

7.2 Contractor shall make the work accessible at reasonable times for the inspection by the MHP Owner and Mobile Home Owners. Contractor shall coordinate the Project inspections with the California Department of Housing and Community Development ("HCD") and Utility as required by the permit and Contract requirements. The MHP Owner shall be required to sign and accept the work performed by Contractor as complete after the conveyance of the new system included within the scope of Work.

Article 8 - Warranties

8.1 Contractor warrants to MHP Owner that the Work shall be performed in accordance with the Contract and the limited warranty set forth Schedule "F" attached hereto and incorporated herein by this reference.

8.2 Materials, equipment and appliances furnished by Contractor shall be governed by the warranties provided by any manufacturers of the materials, equipment and appliances.

8.3 MHP Owner represents, acknowledges and agrees that the Work is exempt from all obligations and requirements of California Civil Code Sections 896 and 897-945.

Article 9 – Payments; Contract Price; Down Payment

9.1 MHP Owner shall pay to Contractor for the performance of this Contract the Contract Price. The Contract Price may be increased in the event that MHP Owner selects certain options and alternatives set forth in Schedule "A".

9.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of ten percent (10%) *per annum*, but in no event shall such rate exceed the maximum legal rate permitted by law. Payments shall be made in accordance with the Payment Schedule set forth in Schedule "C", if applicable.

9.3 MHP Owner shall execute, acknowledge and record in the manner provided by law a notice of completion of the Project within seventy-two (72) hours after Substantial Completion. MHP Owner hereby appoints Contractor as MHP Owner's agent to sign and record a notice of completion on MHP Owner's behalf if MHP Owner fails to record a notice of completion within seventy-two (72) hours after Substantial Completion. This agency is irrevocable and is coupled with an interest.

9.4 No payments made by MHP Owner to Contractor

shall be subject to any retainage or withholding for any reason.

Article 10 - Changes

10.1 Utility and MHP Owner may add to or subtract from the scope of the Work, or change the Work (each, a "Modification"). MHP Owner shall not be entitled to a reduction of the Contract Price for any reduction in the scope or cost of the Work. Contractor shall be notified of all such Modifications by receipt of additional and/or revised drawings, specifications, exhibits or written orders. Contractor shall be entitled to an equitable increase in the Contract Price and the time for performance of the Work (the "Contract Time") in the event that any modification causes any increase in the Work to be performed by Contractor.

10.2 Whenever an equitable increase in the Contract Price or the Contract Time is required or provided for due to a Modification, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including work site access, weather, fires, floods, strikes, acts of God, natural disasters, or acts of third parties) or if MHP Owner and/or Utility has notified Contractor of a change, pursuant to a written change directive, Contractor shall submit to MHP Owner within a reasonable time a proposed Change Order, which shall include increases in the Contract Price and the Contract Time. MHP Owner's acceptance of any Change Order promulgated by Contractor shall revise the Contract Price upwards in the amount equal to Contractor's fee associated with the Change Order (the "Revised Contract Price").

10.3 Contractor shall not perform changes in the Work in accordance with Sections 10.1 and 10.2 of this Contract until MHP Owner has approved in writing the changes in the Contract Price and the Contract Time. Upon receiving a signed Change Order from MHP Owner and Utility, as applicable, Contractor shall perform the change in substantial compliance with this Contract, as amended by the Change Order.

10.4 Any and all changes in the Work by additions, deletions or revisions required by Utility and/or the inspecting public entity (e.g., state agency, city or county), including the preparation of additional drawings and/or calculations, shall be considered extra work. MHP Owner shall compensate Contractor for such extra work. The Contract Price and Contract Time shall be adjusted equitably in order to compensate Contractor for the cost of and time for carrying out and performing such extra work.

10.5 Any and all extra charges or any increase to the Contract Price resulting from change orders are payable in full before such additional work begins.

Article 11 - Extensions of Time

11.1 The Contract Time shall be adjusted and the Contract Price shall be increased as necessary in order to compensate Contractor for any and all delays in the progress of the Work resulting from the following: (a) modifications in the Work; (b) suspension of the Work (in whole or in part) by MHP Owner and/or Utility; (c) any other act or omission by MHP Owner, MHP Owner's representatives, Utility, any separate contractor employed by MHP Owner, or their employees, agents or representatives, which is contrary to the provisions of this Contract; or (d) any cause which could not have been reasonably foreseen, or which is beyond the reasonable control of Contractor, its Subcontractors or suppliers, and which was not the result of the sole negligence or willful misconduct of Contractor, including, but not limited to, acts of any governmental authority, acts

of a public entity, acts of God, fire, unusual delay in transportation, inclement weather conditions or labor disputes. Contractor shall have the right to stop all Work on the Project until Contractor and MHP Owner have reached agreement as to an equitable increase in the Contract Price and/or Contract Time; provided, however, that MHP Owner shall remain obligated to make payments to Contractor as provided for in this Contract.

Article 12 – Miscellaneous

12.1 Unless otherwise specified, MHP Owner shall provide all water, sewer, gas and electric utilities from the point of entry at MHP Owner’s property line or if metering devices are required to those devices. MHP Owner agrees to provide the electricity that Contractor requires at the Project Site to perform and complete the Work.

12.2 If minor items of corrective or repair Work remain to be accomplished by Contractor after the Project is Substantially Completed, Contractor shall perform the Work expeditiously and MHP Owner shall not withhold any payment pending completion of that Work.

12.3 MHP Owner waives the right to require Contractor to furnish any payment or performance bonds in connection with the performance of any obligations under this Contract.

12.4 Title to all materials incorporated into the Project shall be and remain with Contractor until MHP Owner has made all payments required under this Contract. In the event of MHP Owner’s failure to make such payments, Contractor shall be entitled to retake possession of such materials whether incorporated into the Project by Contractor or his Subcontractors, and regardless of any damage such repossession might entail to the structure or to MHP Owner’s property.

12.5 Asbestos; Hazardous Substances. Contractor’s scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or similar hazardous substances. In the event that Contractor encounters any such products or material in the course of performing the Work, Contractor shall have the right to discontinue the Work and remove its employees from the Project until no such products or material, nor any hazard exists, as the case may require, and the Contractor shall receive an increase in the Contract Time to complete its Work hereunder and an increase in the Contract Price for delays encountered as a result of such situation and correction.

12.6 Marketing. In connection with the marketing and promotion of the services of Contractor, Contractor shall be entitled to photograph and use the likeness of the Work, the building and property upon which the Work is performed. Further, Contractor shall be able to make reference to the location and MHP Owner in any promotional materials or press releases. The Party taking the photographs or videos shall have the full ownership of the intellectual property contained therein and represented thereby.

12.7 Further Acts. Contractor and MHP Owner agree to execute and deliver any further instruments or perform any acts that may become necessary in order to effectuate the purposes of this Contract.

Article 13 - Termination

13.1 If MHP Owner should make an assignment for the benefit of creditors, or file a petition in bankruptcy, or have a petition in bankruptcy filed against it, or have a receiver appointed to administer

its assets, or commit a breach or default under this Contract, including, but not limited to, failure to pay timely payments due to Contractor as provided in this Contract and fail to remedy the same within seven (7) days after notice from Contractor, then Contractor may terminate this Contract. Contractor shall be paid for all Work performed through the effective date of termination and shall be entitled to all damages incurred as a result of such termination.

13.2 Termination for Convenience. Contractor may, in its sole discretion, terminate this Contract for convenience at any time, whether or not MHP Owner is in default, without penalty or obligation, upon giving three (3) days’ advance written notice to MHP Owner or MHP Owner’s representative. In such an event, the Contractor shall be paid its actual costs for the portion of the Work performed to the date of termination, and for all of Contractor’s incurred costs of termination, including demobilization and any termination charges by vendors, subcontractors and/or suppliers, plus twenty percent (20%) of all of Contractor’s actual and incurred costs for overhead and profit.

13.3 If MHP Owner and/or Utility terminate the Mobile Home Park Utility Upgrade Program Agreement by and between MHP Owner and Utility (the “MHP Owner/Utility Agreement”), a copy of which is attached to Schedule “H” and is incorporated herein by reference, Contractor has the right to terminate this Contract without penalty. In the event that Contractor terminates this Contract pursuant to this Section 13.3, such termination shall be deemed to be, and treated as, a termination for convenience pursuant to Section 13.2 of this Contract and Contractor shall be entitled to recover all its costs that are set forth in Section 13.2.

Article 14 - Suspension of Work

14.1 If MHP Owner suspends further performance of all or any portion of the Work by Contractor, Contractor shall be entitled to recover from MHP Owner any and all damages incurred by Contractor, including lost profits and increased overhead expenses, as a result of any suspension and subsequent resumption of the Work, in accordance with Article 10 (Changes) of this Contract.

14.2 Contractor shall have the right to stop Work and keep the Project idle if any payment is not made to Contractor in the manner and time provided under this Contract. Contractor shall not be obligated to perform further until all payments due are received by Contractor. MHP Owner acknowledges and understands that in the event that Contractor is required to suspend Work because of MHP Owner’s failure to make timely payment under the Contract, Contractor will suffer damages in the form of increased costs to resume the Work on the Project, and MHP Owner agrees to reimburse Contractor for all such sums in accordance with Article 10 (Changes) of this Contract. MHP Owner shall remain obligated to pay Contractor for all Work performed through the date of termination, pursuant to Article 9 (Payments) of this Contract.

14.3 Contractor shall have the right to stop Work and keep the Project idle if there is a dispute over payment for extra work, differing site conditions, changes by MHP Owner and/or Utility, and/or if other circumstances beyond Contractor’s control will cause Contractor to suffer substantial financial hardship if Contractor is required to continue the Work.

14.4 Contractor shall be entitled to request MHP Owner to provide Contractor with written proof of MHP Owner’s ability to pay Contractor for any Work to be performed by Contractor at any

time prior to or during the performance of the Work covered by this Contract and MHP Owner agrees to provide said written proof upon request. If MHP Owner fails to provide such written proof upon Contractor's request, Contractor shall have the right to stop Work and keep the Project idle.

14.5 Any suspension of the Work under this Contract will also suspend and extend accordingly the progress and completion dates set forth in the Project Schedule attached hereto as Schedule "E".

Article 15 – Insurance; Risk

15.1 MHP Owner's Liability Insurance.

15.1.1 MHP Owner shall secure and maintain liability insurance to protect MHP Owner. MHP Owner, at his/her/its option, may purchase and maintain additional liability insurance to protect MHP Owner against Claims arising out of performance of the Work under the Contract. Contractor shall not be responsible for purchasing liability insurance for or on behalf of MHP Owner, or for MHP Owner's benefit.

15.1.2 MHP Owner shall, prior to commencement of the Work, secure and maintain property insurance in an amount determined to be sufficient in MHP Owner's sole discretion. The property insurance shall be maintained until the Work has been completed and accepted by MHP Owner and final payment has been made as provided in this Contract. The property insurance shall cover MHP Owner, Contractor, Subcontractors and sub-subcontractors for their respective interests in the Work.

15.1.3 MHP Owner shall pay the costs of all deductibles associated with the insurance which MHP Owner is required to obtain pursuant to this Article 15 of the Contract.

15.1.4 At MHP Owner's option and sole expense, MHP Owner may secure insurance to insure MHP Owner against loss of use of MHP Owner's property due to fire or other hazards, however caused. MHP Owner waives all rights of action against Contractor for loss of use of MHP Owner's property, including consequential losses due to fire or other hazards, however caused.

15.2 Contractor shall bear the risk of loss of or damage to materials delivered to the Project Site until said materials are incorporated into the Project. MHP Owner shall bear the risk of loss or damage to material upon its incorporation into the Project.

Article 16 - Dispute Resolution-Arbitration of Disputes

16.1 Each of the Parties acknowledges and agrees that, prior to the commencement of arbitration proceedings, as provided for in Section 16.2 of this Contract, the Parties shall first participate in a mediation of any dispute, controversy, claim or counter-claim (each a "Claim") between the Parties arising out of this Contract. The mediator shall be a retired judge or practicing attorney agreed upon by the Parties. Mediation shall be held in Solano County, California. The cost of the mediation shall be borne by the Parties equally. At least ten (10) business days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each Party shall send to the mediation a person who has authority to bind the Party. If the subject dispute will involve third parties, such as an insurer, subconsultants, agents, contractors or subcontractors, they shall also be asked to participate in the mediation. If a Party has participated in the mediation and is dissatisfied with the outcome, that Party may thereafter initiate arbitration in accordance with Section 16.2 of this Contract. If any Party commences an arbitration proceeding based on a dispute or claim to which this Section

16.1 applies without first attempting to resolve the matter through mediation, then in the discretion of the arbitrator, that Party shall not be entitled to recover his/her/its attorneys' fees, even if they would otherwise be available to that Party in such arbitration.

16.2 If a dispute between the Parties has not been resolved pursuant to Section 16.2 of this Contract, then such Claim arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof shall be determined by an arbitration proceeding venued in the County of Solano, California before a single arbitrator. The California Arbitration Act, as amended, as set forth in Title 9 of the California Code of Civil Procedure (the "Arbitration Act") shall apply to and govern the arbitration proceeding. In the event of any conflict between the Arbitration Act and this Contract, the terms of this Contract shall control. Notwithstanding the foregoing, MHP Owner and Contractor agree that should Contractor be potentially or actually named as a party to a lawsuit or arbitration that is initiated by a third party and that arises out of or is connected in any way to this Contract, MHP Owner shall appear in, and be bound by the decision in, that lawsuit or arbitration.

16.3 The foregoing arbitration requirement shall not limit the right of any Party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; (iii) serve stop payment notices, record mechanic's liens and/or serve, record or pursue any other related notices or remedies; or (iv) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before, during or after the pendency of any arbitration proceeding. This exclusion shall not constitute a waiver of the right or obligation of any Party to submit any dispute to arbitration.

16.4 For Work on Residential Property with Four or Fewer Units. This Section 16.04 only applies if the work covered by this Contract is for work on residential property with four (4) or fewer units. **BUS. AND PROF. CODE SECTION 7191 NOTICE. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF

DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Initial

I (WE) AGREE TO ARBITRATION**[INITIALS OF MHP OWNER]****Article 17 - Limitations of Contractor' Liability for Errors and Omissions**

17.1 In the event of any error, omission or failure to honor any warranty with respect to any aspect of the Work, the Parties each agree that Contractor' liability shall be limited to a *pro rata* abatement of the Contract Price in the same proportion that such error or omission reduces the value of the Work. In no event shall Contractor's liability to MHP Owner for claims of any kind whatsoever for loss or damage arising out of or in any way connected with the performance of the Work or the Project itself exceed the Contract Price. In no event shall Contractor be liable for any loss of MHP Owner's business, revenues or profits, or special, consequential, indirect or punitive damages of any nature. In no event shall Contractor be liable for errors or omissions or other wrongful conduct of any third party, other than Contractor's Subcontractor's and material suppliers. The foregoing provisions shall apply to the fullest extent permitted by law and regardless of whether MHP Owner's claim is based upon contract, tort (including negligence of whatever degree), strict liability or otherwise and shall constitute Contractor's sole liability to MHP Owner and MHP Owner's exclusive remedy against Contractor in the event of such error or omission, and MHP Owner specifically waives any right to any such claim for loss or damage.

Article 18 – Notices.

18.1 MHP Owner herein confirms that he/she/it has been heretofore provided with copies of the notices required to be provided to MHP Owner pursuant to California Business and Professions Code which notices are attached hereto as Schedule "G" and incorporated herein for reference purposes only.

Article 19 - Assignment

19.1 MHP Owner hereby assigns to Contractor (the "Assignment") any and all rights that MHP Owner has or may have to collect any reimbursement(s) and/or rebate(s) from Utility arising out of or under the MHP Owner/Utility Agreement attached hereto as Schedule "H" and/or that relates in any way to the Work performed under this Contract.

19.2 Notwithstanding the assignment set forth in Section 19.1 of this Contract, MHP Owner shall remain obligated to pay the full amount of the Contract Price to Contractor pursuant to the payment schedule set forth in Schedule "C", and Contractor shall have the right to collect the full amount of the Contract Price from the MHP Owner irrespective of whether or not the MHP Owner is entitled to or receives any reimbursement(s) and/or rebate(s) arising out of or under the MHP Owner/Utility Agreement attached hereto as Schedule "H".

Article 20 – Owner Responsibilities

20.1 In addition to any other obligations of MHP Owner that are set forth in this Contract, MHP Owner shall be responsible for the following:

- (i) Communications with, organization of and relationships with tenants in preparation for and during construction;
- (ii) Providing access to the mobile homes and mobile home spaces, including underneath and the interiors of the

mobile homes, at Contractor's request; failure to provide access will result in additional, non-refundable costs to be paid to Contractor by MHP Owner;

(iii) Compliance with reasonable instructions from tenants regarding the work as directed by Contractor and/or Utility to MHP Owner; and

(iv) Contractor's reasonable compliance with instructions from MHP Owner in connection with the Work (Schedule "A").

(v) **20.2** The MHP Owner/Operator shall continue to have sole responsibility for compliance with all applicable laws governing Mobilehome Parks and compliance with the MHP Owner's own Rules and Regulations.

20.3 Engineering and Planning – General

20.3.1 MHP Owner and/or the operator of the mobile home park ("MHP Operator") shall ensure that any proposal for "Beyond-the-Meter" work prepared or received by the MHP Owner/Operator is based on a full knowledge of all conditions that would affect the cost and conduct of the conversion. The MHP Owner/Operator shall inform itself/themselves fully and convey to all potential contractors and to Utility the physical conditions at the Project Site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; and the extent of established lines and levels.

20.3.2 The MHP Owner/Operator shall keep any worksite(s) on the Project Site free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by Utility and/or the Contractor. Temporary facilities may include, but are not limited to, storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP Owner. Relocation or removal of such items will not be eligible for reimbursement from Utility.

20.4 Environmental, Endangered Species and Cultural Resources Review

20.4.1 Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues are the sole responsibility of MHP Owner/Operator and shall be addressed as required by the agency with jurisdictional authority. Neither Utility nor Contractor shall assume any remediation responsibility and utility ratepayers shall bear no costs associated with any required remediation.

20.4.2 Any environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the Project Site. The MHP Owner/Operator shall resolve these issues prior to the Work resuming at the Project Site. MHP Owner/Operator may be granted additional time by Utility to resolve environmental, endangered species and cultural resources issues prior to completing the conversion; however, such time will not exceed the period of the MHP Program (as defined in the MHP Owner/Utility Agreement), unless approved by the California Public Utility Commission ("CPUC").

20.5 Outreach and Education

20.5.1 The MHP Owner shall be the liaison for the MHP Owner/Operator and shall be responsible for relaying project information to the mobile home park residents and to Utility. The

MHP Owner shall provide status updates to the MHP Operator and the mobile home park residents from Utility and provide timely status updates from Contractor and MHP Owner/Operator to Utility.

20.5.2 All costs associated with the MHP Owner in performing the duties associated with the MHP Program shall be the sole responsibility of the MHP Owner/Operator and shall not be reimbursable from the MHP Program.

20.5.3 The MHP Owner/Operator shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the mobile home park residents. The MHP Owner shall distribute the information to the mobile home park residents in a timely manner in accordance to MHP Owner's Rules and Regulations

20.5.4 The MHP Owner/Operator shall allow Utility to directly contact the mobile home park residents during the Project regarding the MHP Program, account setup and other utility programs. As stated in Section 7.1 of the MHP Application (as defined in the MHP Owner/Utility Agreement), if the MHP Owner/Operator does not provide a complete list of mobile home park residents with contact information with its submittal of the MHP Application, it shall do so with the submission of the MHP Agreement, which is attached as Attachment A to the MHP Owner/Utility Agreement. The list shall consist of a complete list of current residents for each space in the mobile home park, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address and other contact information.

20.5.5 The MHP Owner shall ensure that it works with Utility and Contractor in order to keep the mobile home park residents informed of the status of the "Beyond-the-Meter" work. Communications will include notices such as temporary outages, detours or street closures. The MHP Owner shall also ensure that such notices will remain consistent with Utility communications and be distributed in a timely manner.

20.6 Construction

20.6.1 The MHP Owner/Operator shall work cooperatively with Utility and Contractor to resolve construction issues that may arise during the Project, such as providing an acceptable site for storage of Utility's construction materials and equipment during the project.

20.7 Delay and Suspension of Work

20.7.1 Notification of Delays: MHP Owner/Operator shall promptly notify Utility and Contractor in writing of any impending cause for delay that may affect Utility's and/or Contractor's schedule. If possible, Utility will coordinate and assist Contractor in reducing the delay.

20.7.2 Delays by MHP Owner/Operator: No additional compensation or other concessions will be allowed to the MHP Owner/Operator for expenses resulting from delays for which MHP Owner/Operator is responsible. If, in Utility's or Contractor's opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the Work by overtime or other means, at MHP Owner/Operator's sole expense, to assure completion on schedule.

20.8 All locations of utilities shall be reviewed, verified and approved by MHP Owner. Contractor shall have no liability for the location of utilities.

20.9 Articles 3 and 10 apply to Sections 20.1 through 20.8 of this Contract to the extent that these sections require Contractor

to perform any extra or changed Work. In addition, in the event that Sections 20.1 through 20.8 of this Contract results in, or causes, a change in the Contract Price and/or Contract Time, MHP Owner shall issue a Change Order under the procedures set forth in this Contract.

20.10 MHP Owner shall defend, indemnify, protect and hold harmless Contractor from and against any and all claims, demands, causes of action, damages, liabilities, losses, injuries, deaths, costs and expenses, including, without limitation, attorneys' and consultants' fees, arising out of, relating to or resulting from the Instructions, the utilities at the Project Site and/or the failure of MHP Owner to disclose any utilities at the Project Site to Contractor.

Article 21 - General Provisions

21.1 This Contract, inclusive of its schedules, Recitals and fundamental terms, constitutes the entire agreement between MHP Owner and Contractor concerning their rights and obligations with respect to the construction of the Project, except as otherwise expressly provided in this Contract. Any agreements or representations respecting the Project, and its construction that are not expressly set forth in this Contract shall have no effect, except for a subsequent written modification signed by both MHP Owner and Contractor. This Contract shall specifically supersede any prior or contemporaneous agreements between MHP Owner and Contractor, whether written or oral, pertaining to any aspect of the construction of the Project.

21.2 This Contract may be amended or modified at any time with respect to any provision by a written instrument signed by both MHP Owner and Contractor.

21.3 If MHP Owner or Contractor brings any arbitration or other legal action arising out of any provision of this Contract, the prevailing Party in the arbitration or other legal action shall be entitled to recover reasonable attorneys' fees from the other Party, in addition to any other relief that may be granted to such prevailing Party.

21.4 Any notice required or permitted to be given under this Contract or California law shall be written and may be given by personal delivery or by registered or certified mail, first-class postage prepaid, return receipt requested. Notice shall be deemed given upon actual receipt in the case of personal delivery, or upon mailing. Mailed notices shall be addressed as follows, but each Party may change its address by written notice in accordance with this Section 21.4:

To MHP Owner: at the Address listed in Section 1.1.

To Contractor:

PO Box 340190
Sacramento, CA, 95834
(877) 636-0430 (Phone)

21.5 This Contract shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of MHP Owner and Contractor.

21.6 This Contract shall be governed by and construed in accordance with the laws of the State of California, without regard

to any conflicts of laws principles.

21.7 MHP Owner and Contractor each acknowledge that this Contract, as executed, is a product of negotiation between the Parties and that it shall be construed fairly, and in accordance with its terms, and shall not be construed for or against either Party. No inferences as to the intention of the Parties shall arise from the deletion of any language or provision of this Contract.

21.8 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Contract and this Contract shall be construed as if the invalid, illegal or unenforceable provision had never been part of this Contract.

21.9 This Contract may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument.

21.10 Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be an addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

21.11 No action or failure to act by MHP Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Contract. Nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

21.12 Each person executing this Contract represents that the execution of this Contract has been duly authorized by the Party on whose behalf the person is executing the Agreement and that such person is authorized to execute the Agreement on behalf of such Party.

21.13 Time is of the essence of this Contract and each and every one of its provisions.

21.14 All exhibits and schedules attached to this Contract are incorporated into this Contract as if set forth in full.

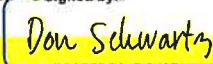
21.15 MHP Owner shall not assign this Contract, in whole or in part, without the written consent of Contractor.

VETERAN PIPELINE CONSTRUCTION

By: 
Name: Gregory M. Behr, P.E.
Title: Director, VPC Operations

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

"MHP OWNER"

By: 
Name: Don Schwartz
Title: City Manager

"CONTRACTOR"

SCHEDULE "A"**SCOPE OF WORK**

A DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED IS AS FOLLOWS:

•Contractor agrees to furnish all labor, materials, equipment and other facilities required to complete the following “Beyond the Meter Work” (as defined in accordance with CPUC Decision 14-03-021 March 13, 2014 work related to the Utility Mobile Home Park Design/Build Pilot Project Program to convert Mobile Home Park electric and natural gas master-metered service to direct service:

• Contractor will install a single phase, 120/240 volt, 100 ampere pedestal at 29 MHP spaces and will install appropriately sized cable and conduit to connect to the existing mobile home electrical panel. If an RV occupies an MHP space at the time of construction, a free-standing pedestal will be installed, and a cable will be provided to connect the RV. Any request by the MHP Owner to upgrade any panel to a higher rating will be evaluated on a case-by-case basis. Panel upgrades will result in extra cost to the MHP Owner.

• The “Beyond-the-Meter” electrical system shall be designed and installed to meet applicable code and regulatory requirements of any inspecting agency for installed service equipment.

• Contractor will install gas plumbing, facilitate inspection, and obtain permits for mobile home spaces that are occupied with a mobile home at the time of construction (up to 25 spaces receiving TTM service as covered by the program). Spaces occupied by RVs or spaces that are vacant will not receive full gas services and, therefore, will not receive any BTM work.

• Contractor will require the MHP Owner to obtain written approval from each Mobile Home Resident prior to any work starting pursuant to the attached Mobile Home Owner Agreement.

• The MHP Owner will be required to help coordinate with the residents for access to the Mobile Homes for testing and appliance re-lighting as required. The scope of the work will require the installation of conduit, piping and cabling under the existing Mobile Homes, and this will require the removal/replacement of the Mobile Home Skirting, and cleaning of underneath the home by the mobile home owner to allow crew to work under the coach. The new system installed under, and attached to the mobile home, inclusive of the conduit, piping and cabling shall become the property of the registered mobile home owner. Contractor will reinstall the skirting and restore the work area to its original condition or industry standards.

• The schedules necessitate that both the preliminary work and the conversions work will need to be performed on many mobile homes simultaneously. IF THE MOBILE HOME PARK OWNER CANNOT PROVIDE ACCESS PER THE AGREED TO SCHEDULE, SET FORTH IN SCHEDULE “E,” IT WILL RESULT IN EXTRA COSTS FOR THE MOBILE HOME PARK OWNER THAT ARE NOT REIMBURSABLE FROM Utility.

• Contractor shall coordinate directly with the MHP Owner for any Non-reimbursable expenses or out of scope services not associated with the Utility Upgrade Program and will coordinate directly with MHP Owner per below as funded under “Houseline repair contingency” and signed off by MHP Owner before work is started:

Mobile Home BTM Gas Houseline Repair

VPC will install all plumbing related materials typically necessary to extend a mobile home’s existing gas distribution system to accommodate the new gas meter location. Prior to this installation, situations may occur when the results of a system pressure test reveal a leak. (Note: The MHP Owner will be responsible for the installation of gas plumbing, inspection, and permitting for BTM work at common space).

For the safety and well-being of the residents and mobile home park in general every reasonable effort will be made to identify the source and correct small leaks on the system. If unable to do so, residents and park management will be notified, and the gas service will be shut off at the riser.

Corrective actions to repair leaks will be limited to the following:

- Diagnosis of system to locate and identify source of leak
- Tighten any loose non defective system components
- Remove and replace common defective components
- 12 inches or less defective pipe replacement
- Complete testing of system after all corrective actions performed
- Relighting all gas appliances after repairs are complete

➤ Extensive System Leak Repair – cost based on time and material (includes diagnostic cost)

- Over 3 hours or more - Refer to a licensed certified third party plumber for major repairs.

Mobile home units with gas distribution systems that do not meet existing state plumbing code or with illegal gas line configurations will not have any work performed by Veteran Pipeline Construction until the system is brought to current CA plumbing codes and standards.

STANDARD EXCLUSIONS: UNLESS SPECIFICALLY INCLUDED IN THE SCOPE OF WORK ABOVE, THIS CONTRACT **DOES NOT** INCLUDE LABOR OR MATERIALS FOR THE FOLLOWING WORK:

EXCLUSIONS FROM THE SCOPE OF WORK, SUCH AS THE FOLLOWING: PLANS, ENGINEERING FEES, GOVERNMENTAL PERMITS AND FEES OF ANY KIND; TESTING, REMOVAL AND DISPOSAL OF ANY MATERIALS CONTAINING ASBESTOS (OR ANY OTHER HAZARDOUS MATERIAL AS DEFINED BY THE EPA); CUSTOM MILLING OF ANY WOOD FOR USE IN PROJECT; MOVING MHP OWNER'S PROPERTY AROUND THE PROJECT SITE; LABOR OR MATERIALS REQUIRED TO REPAIR OR REPLACE ANY MHP OWNER-SUPPLIED MATERIALS; REPAIR OF CONCEALED UNDERGROUND UTILITIES NOT LOCATED ON PRINTS OR PHYSICALLY STAKED OUT BY MHP OWNER WHICH ARE DAMAGED DURING CONSTRUCTION; SURVEYING THAT MAY BE REQUIRED TO ESTABLISH ACCURATE PROPERTY BOUNDARIES FOR SETBACK PURPOSES (FENCES AND OLD STAKES MAY NOT BE LOCATED ON ACTUAL PROPERTY LINES); FINAL CONSTRUCTION CLEANING (CONTRACTOR WILL LEAVE SITE IN "BROOM SWEEP" CONDITION); LANDSCAPING AND IRRIGATION WORK OF ANY KIND; TEMPORARY SANITATION, POWER OR FENCING; REMOVAL OF SOILS UNDER HOUSE IN ORDER TO OBTAIN 18 INCHES (OR CODE-REQUIRED HEIGHT) OF CLEAR SPACE BETWEEN THE BOTTOM OF JOISTS AND SOIL; REMOVAL OF FILLED GROUND OR ROCK OR ANY OTHER MATERIALS NOT REMOVABLE BY ORDINARY HAND TOOLS (UNLESS HEAVY EQUIPMENT IS SPECIFIED IN SCOPE OF WORK SECTION ABOVE); CORRECTION OF EXISTING OUT-OF-PLUMB OR OUT-OF-LEVEL CONDITIONS IN EXISTING STRUCTURE; CORRECTION OF CONCEALED SUBSTANDARD FRAMING; REROUTING/REMOVAL OF VENTS, PIPES, DUCTS, STRUCTURAL MEMBERS, WIRING OR CONDUITS, STEEL MESH WHICH MAY BE DISCOVERED IN THE REMOVAL OF WALLS OR THE CUTTING OF OPENINGS IN WALLS; REMOVAL AND REPLACEMENT OF EXISTING ROT OR INSECT INFESTATION; FAILURE OF SURROUNDING PART OF EXISTING STRUCTURE, DESPITE CONTRACTOR'S GOOD FAITH EFFORTS TO MINIMIZE DAMAGE, SUCH AS PLASTER OR DRYWALL CRACKING AND POPPED NAILS IN ADJACENT ROOMS OR BLOCKAGE OF PIPES OR PLUMBING FIXTURES CAUSED BY LOOSENED RUST WITHIN PIPES; CONSTRUCTION OF A CONTINUOUSLY LEVEL FOUNDATION AROUND STRUCTURE (IF LOT IS SLOPED MORE THAN 6 INCHES FROM FRONT TO BACK OR SIDE TO SIDE, CONTRACTOR WILL STEP THE FOUNDATION IN ACCORDANCE WITH THE SLOPE OF THE LOT); EXACT MATCHING OF EXISTING FINISH; PUBLIC OR PRIVATE UTILITY CONNECTION FEES; REPAIR OF DAMAGE TO ROADWAYS, DRIVEWAYS, OR SIDEWALKS THAT COULD OCCUR WHEN CONSTRUCTION EQUIPMENT AND VEHICLES ARE BEING USED IN THE NORMAL COURSE OF CONSTRUCTION)

SCHEDULE "B"

CONTRACT DOCUMENTS

Attached documents refer and relate to the Project described above and constitute the Contract Documents applicable to this Contract, as specified in Section 1.1 of the Contract:

- Decision 14-03-021 March 13, 2014
- PG&E - MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT Form 79-1165 Advice 4502-G-B/6351-E October 2021

SCHEDULE "C"**PAYMENT SCHEDULE, BILLING TERMS AND SCHEDULE OF PROGRESS PAYMENTS**

- **Contractor shall invoice, and receive payment, for work performed at 25%, 50%, 75%, and 100% milestones. Invoices will separate the portions of the Contract Price being billed and shall list out the price units being billed for.**
- **All payments shall be due to Contractor within 30days of invoice date.**
- **Contractor shall be paid for work performed per the attached unit prices and bill of material ("BOM").**

CONTRACTOR TO SUPERVISE, COORDINATE AND CHARGE A FEE EQUAL TO TWENTY-FIVE PERCENT OF PROFIT AND OVERHEAD (ON THE CONTRACT PRICE SET FORTH IN THIS CONTRACT) ON MHP OWNER'S SEPARATE CONTRACTORS AND THEIR SUBCONTRACTORS WHO ARE WORKING ON PROJECT SITE AT SAME TIME AS CONTRACTOR. CONTRACTOR'S PROFIT AND OVERHEAD AND ANY SUPERVISORY LABOR WILL NOT BE CREDITED BACK TO MHP OWNER WITH ANY DEDUCTIVE CHANGE ORDERS (WORK DELETED FROM AGREEMENT BY MHP OWNER).

SCHEDULE "D"

SPECIAL PROVISIONS

The following Special Provisions apply to the Project described above, as specified in Section 1.1 of the Contract: **N/A**

SCHEDULE "E"

PROJECT SCHEDULE

The following project schedule applies to Project:

- This project schedule may be updated from time to time based on other work factors such as TTM scope, HCD, and/or Utility. The latest project schedule shall apply to this Contract.

(List Start Date and Completion date and any other applicable deadlines for specific areas of work that will be performed, OR, attach a project schedule.)

SCHEDULE "F"**CONTRACTOR LIMITED WARRANTY**

Contractor warrants to the MHP Owner that the Work performed by Contractor will be free from defects in material and/or workmanship under normal use and service for one (1) full year from the date of Substantial Completion ("Start Date") of the Project. Product warranties shall be governed by the terms established by the respective manufacturers of the product(s) as set forth in said manufacturer's(s') warranty documents.

Contractor's Limited Warranty covers only defects in material and workmanship and shall not apply to any defects, deficiencies and/or damages in the Work/Project which have been caused by misuse, neglect, accident, abnormal conditions of temperature, dirt, water, corrosion, failure to perform MHP Owner maintenance, use in a manner which is inconsistent with the instructions set forth in the manual(s) of the manufacturer(s), modification or attempted repair by any person other than an authorized representative of Contractor, or to parts which customarily require periodic replacement. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED AND DISCLAIMED INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY USE OR PURPOSE, WHETHER OR NOT SUCH USE OR PURPOSE HAS BEEN DISCLOSED TO Contractor AND SPECIFICATIONS AND DRAWINGS PREVIOUSLY OR SUBSEQUENTLY PROVIDED BY MHP Owner AND WHETHER OR NOT THE PRODUCT(S) INSTALLED BY Contractor ARE SPECIFICALLY DESIGNED OR MANUFACTURED FOR MHP OWNER'S USE OR PURPOSE.

Contractor's sole obligation under this Limited Warranty and MHP Owner's sole and exclusive remedy shall be the repair or replacement, at Contractor's option, of any defective product or workmanship. The foregoing alternative remedies shall be available to MHP Owner only if Contractor is advised, in writing, of any alleged defect in product or workmanship within one (1) year from the Start Date.

Contractor shall not be liable for any repairs made by anyone other than a Contractor-authorized representative.

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES TO ANY PROPERTY OR ANY PERSON OR ENTITY IN CONNECTION WITH THE SALE, SHIPMENT, INSTALLATION OR USE OF THE COMPONENT PARTS INSTALLED BY CONTRACTOR, AND MHP OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL SUCH DAMAGES.

In order to obtain warranty service from Contractor under

this Limited Warranty, MHP Owner shall:

- (1) Allow Contractor at least five (5) business days to respond to calls regarding warranty service. (It shall be the sole and exclusive responsibility of MHP Owner to notify Contractor of any warranty service requested.)
- (2) Provide Contractor with a minimum of twenty-four (24) hours' notice of cancellation for warranty service. (In the event that MHP Owner fails to provide a minimum of twenty-four (24) hours' cancellation notice to Contractor, Contractor, at its sole discretion, may charge MHP Owner for a minimum of four (4) hours of labor at Contractor's standard labor rates for repair services not covered under any warranty.)

SCHEDULE "G"**NOTICE TO MHP OWNER REQUIRED PRIOR TO CONTRACT PURSUANT TO
CALIFORNIA'S BUSINESS AND PROFESSIONS CODE****BUSINESS AND PROFESSIONS CODE SECTION 7030(A)**

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826

BUSINESS AND PROFESSIONS CODE SECTION 7030(B)

INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB): CSLB IS THE STATE CONSUMER PROTECTION AGENCY THAT LICENSES AND REGULATES CONSTRUCTION CONTRACTORS.

CONTACT CSLB FOR INFORMATION ABOUT THE LICENSED CONTRACTOR YOU ARE CONSIDERING, INCLUDING INFORMATION ABOUT DISCLOSABLE COMPLAINTS, DISCIPLINARY ACTIONS AND CIVIL JUDGMENTS THAT ARE REPORTED TO CSLB.

USE ONLY LICENSED CONTRACTORS. IF YOU FILE A COMPLAINT AGAINST A LICENSED CONTRACTOR WITHIN THE LEGAL DEADLINE (USUALLY FOUR YEARS), CSLB HAS AUTHORITY TO INVESTIGATE THE COMPLAINT. IF YOU USE AN UNLICENSED CONTRACTOR, CSLB MAY NOT BE ABLE TO HELP YOU RESOLVE YOUR COMPLAINT. YOUR ONLY REMEDY MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE UNLICENSED CONTRACTOR OR THE UNLICENSED CONTRACTOR'S EMPLOYEES.

FOR MORE INFORMATION:

VISIT CSLB'S INTERNET WEB SITE AT WWW.CSLB.CA.GOV

CALL CSLB AT 800-321-CSLB (2752)

WRITE CSLB AT P.O. BOX 26000, SACRAMENTO, CA 95826.

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING – IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABROR AND MATERIALS).

LICENSED CONTRACTORS ARE REGULATED BY THE LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE

A LICENSE, THE CONTRACTORS STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAYH BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

SCHEDULE "H"

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

A copy of the Mobilehome Park Utility Upgrade Program Agreement executed by and between MHP Owner and Utility is attached to this Schedule “H” and is incorporated into this Contract by reference.

SCHEDULE "I"

PERMITS TO BE SIGNED BY MHP PARK OWNER OR REPRESENTATIVE

A signed copy of all applicable BTM permits (HCD, County, State) will be attached to this BTM Contract.