

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 09PS5863A
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
CALIFORNIA PUBLIC UTILITIES COMMISSION
 CONTRACTOR'S NAME
ITRON, INC.
- The term of this Agreement is: **8/9/10** through **6/30/12**
- The maximum amount of this Agreement is: **\$7,500,000.00**
Seven Million Five Hundred Thousand and 00/100 Dollars
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	5 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C – General Terms and Conditions (GTC-307)	3 page(s)
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit – D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit – D* Special Terms and Conditions	
Exhibit E – Additional Provisions	7 page(s)
Attachment 1 – Project Budget and Billing Rates	1 page(s)
Attachment 2 – Resumes of Key Personnel	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) ITRON, INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 8/3/10	
PRINTED NAME AND TITLE OF PERSON SIGNING Steve Helmbrecht		
ADDRESS 2111 North Molter Road Liberty Lake, WA 99019		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA PUBLIC UTILITIES COMMISSION		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 8.5.10	
PRINTED NAME AND TITLE OF PERSON SIGNING Paul Clanon, Executive Director		
ADDRESS 505 Van Ness Avenue, San Francisco, CA 94102		
		<input type="checkbox"/> Exempt per:

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to provide to the California Public Utilities Commission (CPUC) program evaluation services as described herein.
2. The services shall be performed at CPUC Headquarters Office, 505 Van Ness Avenue, San Francisco, CA 94102 and/or at other locations as mutually agreed and approved by Contract Project Manager.
3. The services shall be provided Monday through Friday, except holidays, during normal work hours as mutually agreed and as approved by Contract Project Manager.
4. For the purposes of this agreement, the following terms are defined as follows:
 - a. **Commission:** California Public Utilities Commission;
 - b. **Contract** and Agreement are used interchangeably.
 - c. **Contract manager** means the Energy Division staff member assigned to direct Contractor's work under this Contract. "Contract manager" is used interchangeably with "project manager;"
 - d. **Contractor** means Itron, Inc.
 - e. **CPUC** means the California Public Utilities Commission;
 - f. **ED** means Energy Division;
 - g. **Energy Division** means the Energy Division of the California Public Utilities Commission;
 - h. **Investor Owned Utilities** refers to Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, and Southern California Gas Company;
 - i. **IOU** means Investor Owned Utility;
 - j. **Project manager** means the Energy Division staff member assigned to oversee projects implemented pursuant to work orders prepared by Itron, Inc. pursuant to the provisions of this contract;
 - k. **RFP** means Request for Proposals No. 09PS5863A (Notice to Prospective Proposers For Contractors to Conduct Evaluation, Measurement, and Verification of the California Investor Owned Utilities' 2010-2012 Energy Efficiency Programs) (April 21, 2010)
 - l. **Work Order** means an EM&V project work order agreement approved by the ED Contract Manager setting forth scope of work, timetables and budget for discrete tasks to be undertaken pursuant to this contract.
5. The term of this Agreement shall be from August 9, 2010 through June 30, 2012, unless extended by agreement amendment at the request of the CPUC.
6. The project representatives during the term of this agreement will be:

State Agency: CPUC	Contractor: Itron, Inc.
Name: Tim Drew	Name: John Cavalli
Phone: 415-703-5618	Phone: 510- 844-2800
Fax: 415-703-2200	Fax: 510- 844-2900

EXHIBIT A

Direct all inquiries to:

State Agency: CPUC	Contractor: Itron, Inc.
Section/Unit: Energy Division	Section/Unit:
Attention:	Attention: John Cavalli
Address: 505 Van Ness Ave., San Francisco CA 94102	Address: 1111 Broadway, Suite 1800 Oakland, CA 94607
Fax: 415-703-2200	Fax: 510-844-2900

7. Detailed Scope of Work for Contract No. 09PS5863A (Evaluation of IOU's 2010-2012 Energy Efficiency Programs):

The Contractor, or Contractor Team, will perform evaluation, measurement and verification activities with respect to energy efficiency programs implemented by the California IOUs in 2010-2012. Such activities include, but are not limited to: (1) general administration, project coordination, EM&V planning, and work order preparation and administration, including on-going contract management, project meetings and project reporting; (2) development and continuing updating of an evaluation plan to be approved by the CPUC; (3) implementation of the evaluation in accordance with the approved plan; and (4) any additional support and assistance required for the CPUC's program evaluation efforts.

A fuller description of the tasks to be performed by Contractor is attached as Exhibit A and is hereby incorporated into this Agreement.

The work under this contract will be conducted under the following tasks:

Task Descriptions

1.1.1. Task 1. General Administration and Project Coordination

Under the direction of the ED Contract Manager, the Project Management Team will perform general administration and project coordination functions as guided by the Administration and Project Management work plan for the purposes of administering and coordinating all the work performed under the contract. Work performed under this contract task may include, but is not necessarily limited to:

- Preparing the Administration and Project Management work plan.
- Attending a project initiation meeting with ED staff. The purpose of the project initiation meeting is for ED staff and the Project Management Team to discuss and refine the Administration and Project Management work plan, orient the Project Management Team to the administrative and technical expectations of the ED Contract Manager, and initiate discussion of other more technical high-priority work orders.
- Attending project coordination meetings with ED staff and other ED contractors, on an ad-hoc basis or regular schedule, as directed by the ED Contract Manager. The purpose of the project coordination meetings envisioned under this task is to provide a venue to discuss the status of work orders across the entire contract with ED staff and ED management; strategize for coordination between Prime Contractors; resolve administrative and reporting matters concerning the entire contract and coordination with other Prime Contractors; and coordinate interactions with IOU EM&V and program management staff.
- Providing ad-hoc or regularly scheduled contract and work order level management and budgetary

EXHIBIT A

- reports and data to ED staff as requested by the ED Contract Manager.
- Conducting ad-hoc analysis at the request of the ED Contract Manager.
 - Setting up and maintaining administrative systems needed to manage the contracted work.
 - Preparing and submitting invoices in accordance with the invoice clause of the contract.

1.1.2. Task 2. Complete EM&V Inventory, Priority Analysis, and Gap Analysis with ED

As directed by the ED Contract Manager, the Project Management Team will work with ED staff, other ED contractors, and IOU staff to complete the EM&V inventory, priority analysis, and gap analysis described in the adopted EM&V plan. ED and the IOUs have initiated some aspects of the EM&V inventory, priority analysis, and gap analysis and expect that certain aspects of the work will remain for the EM&V Prime Contractors to complete. A key component of the EM&V Portfolio Work Plan described in Task 3 will be a written document detailing the EM&V inventory, priority analysis, and gap analysis work products. Work performed under this task may include, but is not necessarily limited to:

- Conducting uncertainty analyses
- Assisting with the inventory and prioritization of EM&V projects required and recommended by Commission orders
- Assisting with the inventory and prioritization of EM&V projects proposed by IOU staff, ED staff, and EM&V Prime Contractors
- Conducting a detailed EM&V portfolio needs assessment

1.1.3 Task 3. Develop EM&V Portfolio Work Plan

As directed by the ED Contract Manager, the Project Management Team will work with ED staff, other ED contractors, and IOU staff to prepare an EM&V portfolio work plan that will guide the overall scope of the EM&V work to be conducted by ED, the IOUs, and their contractors through December 30, 2014, outlining the general areas of work and specific projects that are expected to be completed. The projects and work prescribed by the work plan will not be binding on ED staff, the IOUs or any ED contractor. ED is responsible for finalizing the work plan and may make modifications to the work plan as necessary throughout the contract term. The work plan may contain, but will not be limited to, the following elements:

- The written work products produced by the EM&V inventory, priority analysis, and gap analysis task
- Detailed work plans for implementing the specific projects described in Section 5 of the adopted EM&V Plan
- A list of goals and objectives for the 2010-2012 EM&V portfolio
- A list and description of top-priority and mandatory EM&V projects
- A list and description of specific EM&V projects in order of priority
- A comprehensive schedule for implementing the anticipated portfolio of EM&V projects
- Updated technical and procedural protocols for conducting EM&V research projects
- Detailed standards for conducting the evaluation and measurement of specific types of energy efficiency program activities

1.1.4. Task 4. EM&V Project Work Order Proposals

The Project Management Team will be responsible for working with the ED Contract Manager, and/or his or her designees, to develop, refine, and manage work orders and for ensuring that the work orders are competently implemented within budget and on schedule. Either ED staff, the Prime Contractor, or one of ED's consultants may initiate a work order by preparing a work order *proposal* following the process outlined below, or as modified by the ED Contract Manager. Work order *proposals* should be completed before the formal work orders are prepared in order to ensure that the ED Contract Manager and the Project Management Team establish a mutual understanding of the proposed EM&V Project and the ED Contract Manager explicitly approves of the EM&V Project on a conceptual basis. ED anticipates that the entire work order proposal process should take no more than a day or two to complete.

EXHIBIT A

- The need for a work order will be briefly discussed with the ED Contract Manager and Prime Contractor. The ED Contract Manager may waive the requirement for a work order proposal on a case by case basis after this initial discussion.
- After the discussion, and with the ED Contract Manager's approval, development of the work order proposal can proceed.
- The work order proposal may be prepared by ED staff, the Prime Contractor, one or more of ED's consultants, or a team composed of some combination of the above, as directed by the ED Contract Manager.
- The work order proposal will follow a very simple format, to be provided by the ED Contract Manager at the beginning of the contract, which summarizes the purpose and need for the work order.
- The work order proposal will be presented to the ED Contract Manager for review and approval.

1.1.5. Task 5. EM&V Project Work Orders

Once the work order proposal is approved by the ED Contract Manager, preparation of the formal EM&V Project Work Order may proceed, for which the Prime Contractor shall invoice hourly, including time spent on initial discussions and the initial work order proposal.

The work order will follow a simple format, to be provided by the ED Contract Manager at the beginning of the contract. The work order will include the following general information:

- A description of the purpose and need for the EM&V Project (re-stated from the work order proposal, if necessary).
- A proposed team to implement the EM&V Project. The proposed EM&V Project Team can include members of the Prime Contractor's Project Management Team, other staff from within the Prime Contractor's firm, and/or subcontractors that the Prime Contractor proposes to contract with for the purpose of completing the EM&V Project. If a team has not yet been identified for the proposed EM&V Project, then the work order proposal will outline the process and timeline for assembling a qualified team.
- A description of the specific tasks and deliverables expected of the EM&V Project Team.
- A detailed budget by task, person and hours by each firm for the EM&V Project and expected expenses.
- The proposed budgetary structure of the EM&V Project (fixed-price or cost-reimbursement) and a proposed milestone to trigger payment of the 10% retention withheld from each work order invoice.
- A detailed schedule for completing the work order tasks and deliverables.

The team responsible for preparing the work order shall engage the assigned ED Project Manager on a regular basis to ensure that the final work order is developed according to ED's expectations. The ED Project Manager may require several iterations before approving the work order; may request comments on the work order from stakeholders; and/or may require the Prime Contractor to hold a meeting with stakeholders to discuss the proposed work order. When the work order is deemed complete by the ED Project Manager it will be signed by both the ED Contract Manager and the Prime Contractor Project Manager. An approved work order may be modified by the Prime Contractor by submitting a written request along with the proposed modified work order for the approval of the ED Project Manager. A work order may be modified by the ED Contract Manager through a written modification prepared by ED staff and signed by the Contract Manager and the Prime Contractor. A work order may be cancelled at any time by ED, subject to payment of outstanding invoices.

1.1.6. Task 6. Work Order Management and Implementation

The Prime Contractor will perform the work described in each of the work orders using the resources documented in each work order. The activities involved in implementing work orders include, but are not limited to:

- Entering into contractual agreements with subcontractors, as needed, to perform all or part of the work

EXHIBIT A

- described in each work order
- Acquiring data needed to perform the work order from program administrators, implementers, and/or other sources
 - Coordinating and managing each EM&V project team, including but not limited to:
 - Assigning tasks to subcontractors and internal staff
 - Monitoring project schedules and ensuring assigned work is being completed as expected
 - Reviewing the work product of internal staff and subcontractors to ensure conformance with the work order specifications
 - Reviewing all subcontractor invoices to ensure that they are accurate and reasonable and preparing aggregated invoices for the ED Contract Manager
 - Maintaining lines of communication with the ED Project Manager throughout the course of the work order implementation in accordance with the standards specified by the ED Project Manager.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CPUC agrees to order the IOUs to pay for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto as Attachment 1 to Exhibit B – Project Budget and Billing Rates and made a part of this Agreement.

B. Compensation

As compensation for the satisfactory completion of the services as specified in Exhibit A, Contractor shall be entitled to a sum not to exceed \$7,500,000.00 unless the amount is increased by amendment hereto as provided in Exhibit C, Section 1. Payments not to exceed this total sum shall be made as set forth in Section 1. D, below. Billing rates shall be as specified in Attachment 1 to Exhibit B – Project Budget and Billing Rates. **Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, and Southern California Gas Company (collectively, the investor owned utilities or IOUs) are solely responsible for payments for work performed pursuant to this Agreement. The Contractor acknowledges that neither the full faith and credit nor the taxing power of the state are or may be pledged for payments for work performed pursuant to this Agreement. The Contractor agrees not to make any claims against the CPUC or the State of California for cost of work or any expenses related to the performance of this agreement.**

C. Travel and Other Expenses

CPUC will order the IOUs to reimburse Contractor for actual operating costs and reasonable travel expenses incurred in the performance of this Agreement. Reasonable travel expenses are defined as transportation, lodging, meals and incidental expenses in conformance with State rules and regulations. Travel expenses will be reimbursed at the same rate as provided for State management employees, as outlined in Title 2 California Code of Regulations Section 599.615 et seq. The Contractor and team members are expected to complete the State's Travel Expense Claim Form for travel related reimbursements. Total expenses claimed under this Agreement shall be included in the total amount encumbered (\$7,500,000.00) under this Agreement.

D. Invoices

Invoices shall include the Agreement Number 09PS5863A and shall be submitted not more frequently than monthly in arrears via Energy Division's online Contract Management System at: <http://www.energydataweb.com/cpuc-cms/default.aspx>

A duplicate paper copy of the invoice shall also be mailed to:

California Public Utilities Commission
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
ATTN: Tim Drew

EXHIBIT B

Said invoices will be subject to verification and approval by the Director of the Energy Division or his/her designee and shall include the name, address, and I.D. Number of the Contractor, the number of this Agreement (09PS5863A), a summary identifying the amount claimed for each task, the category(s) of professional services as identified in Contractor's Proposal, the number of hours claimed for each task and the total claimed; the amount of the invoice, an authorized Contractor signature, and a brief narrative progress report describing the context of the work completed during the invoice period. Travel expenses will be claimed in accordance with the regulations specified in Section 1.C.

Progress payments will be made monthly, in arrears, on the basis of work performed toward completion of the contract deliverables. Ten percent (10%) retention shall be withheld from each invoice including billable hours and expenses. The retention shall become payable upon the satisfactory completion of the Agreement, or at the completion of each milestone or separate task identified in the evaluation plan, if the specific task is not a foundation for succeeding tasks leading to the completion of a finished project, report or plan.

E. Prompt Payment Clause

Payment of properly submitted, undisputed invoices will be made within 45 days of receipt.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions (GTC-307) is normally incorporated by reference to Internet site: <http://www.documents.dgs.ca.gov/ols/GTC-307.doc>. However, for your convenience, and specifically for Agreement Number 07PS5683I, the GTC-307 language is incorporated below.

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, *if required*. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or

EXHIBIT C

duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

EXHIBIT C

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the

assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with California Public Utilities Commission, Contract Project Manager, within ten (10) days of discovery of the problem. Within ten (10) days, the Contract Project Manager shall meet with the Contractor for purposes of resolving the dispute. The decision of the California Public Utilities Commission's Energy Division's Director shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

4. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E

ADDITIONAL PROVISIONS

Novation

Notwithstanding any limitation on assignment herein, at any time, the Contractor shall, upon the written request of the CPUC, enter into a Replacement Agreement with one or more of the IOUs, provided that each such IOU consents to entering into such Replacement Agreement, in a form acceptable to the respective IOU. IOUs shall mean Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and Southern California Gas Company. A Replacement Agreement shall mean an agreement identical to this agreement, except for the signatory and except for any other changes agreed to by the Contractor and the CPUC. Under the terms of any Replacement Agreement, one or more of the IOU(s) shall replace the CPUC as the party entering into the agreement. The Replacement Agreement shall continue to designate the CPUC as contract and project manager to address potential conflict of interest concerns, as discussed in D.05-01-055. This Agreement shall terminate upon the effective date of the Replacement Agreement. From and after the effective date of the Replacement Agreement, which shall constitute a novation, the CPUC shall be relieved of any and all liability arising after the date of termination of this Agreement.

Contractor Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any California governmental entity that might pose a conflict of interest.

Subcontracts

Contractor shall submit any proposed additions to or substitutions of subcontractors under this contract to the CPUC for its written approval before entering into the subcontract. No work shall be subcontracted without the prior approval of the CPUC. Upon termination of any subcontract, the CPUC shall be notified immediately.

If the terminated subcontractor is a DVBE, the contractor must replace the subcontractor within the same participation category and such replacement must be approved by the Commission. Failure to adhere to DVBE Participation may be cause for contract termination and recovery of damages under the rights and remedies due the CPUC under the default sections of this Agreement. This Agreement shall permit the CPUC to audit the Contractor to verify compliance with DVBE regulations.

Relationship with Contractor and Subcontractor

Contractor shall be responsible for all actions of subcontractors and all payment to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve Contractor of the responsibility for competent and timely performance of duties under this Agreement. Commission staff will not deal with subcontractors except through Contractor's Project Manager.

Change of Work Requests

All requests for changes of work within this Agreement shall be in writing between the Project Manager for Commission and the Project Manager for Contractor.

EXHIBIT E

Commission Staff

Commission staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions directed by the Commission's Project Manager. In this connection, Commission staff shall be given access to all materials and information that Contractor may seek to utilize in the performance of this Agreement including but not limited to electronic data, working papers, and reports.

Use of CPUC Personnel

Contractor will not be permitted to use CPUC personnel for the performance of services that are the responsibility of Contractor unless such use is previously agreed to in writing by the Commission's Project Manager, and an appropriate adjustment in price is made. No charge will be made to contractor for the services of State employees performing coordination or monitoring functions.

Changes in Time for Performance of Tasks

The time for performance of tasks and items within the approved evaluation plan may be changed by written approval of the Commission's Project Manager. However, the date for completion, the total contract price, and scope, as well as all other terms may be altered only by formal amendment of this contract.

Change of Personnel

Contractor and Subcontractor's key personnel as indicated in the attached resumes may not be substituted without the Commission's Contract Manager's prior written approval. Any substitution of key personnel will only be approved if the Contract Manager deems such substitution reasonable under the circumstances.

Ownership of Data

Data developed for this contract is property of the CPUC. It shall not be disclosed without the express prior, written permission of the Commission's Project Manager. Any report or any other analysis developed for this contract is also the property of the CPUC and shall not be disclosed except in such manner and at such time as the Commission's Project Manager may direct, with the exception of data which have become part of the public records of the CPUC, as discussed below in section 11.

Confidentiality of Data/Nondisclosure Agreement

The Contractor recognizes that it may need access to information and documents that may be proprietary, confidential, or privileged in nature (Confidential).

Much of this Confidential information is protected from disclosure pursuant to the provisions of Public Utilities Code Section 583 and/or General Order 66-C. The Contractor understands that these legal provisions generally preclude public disclosure of information obtained in confidence except with the permission of a Commissioner during the course of a public hearing or with the permission of the full Commission.

The Contractor acknowledges that it has received a copy of and read Public Utilities Code Section 583 and General Order 66-C. The Contractor agrees that it and all persons performing work for the Contractor under this Agreement, whether employees, independent contractors or others, shall be subject to and fully comply with these legal provisions and this section of this Agreement, including abiding by the terms prohibiting public disclosure of Confidential information pursuant to Public Utilities Code Section 583.

EXHIBIT E

The Contractor agrees that all persons performing work for the Contractor under this Agreement, whether employees, independent contractors or others, shall protect the confidentiality of information as provided in the first sentence of Public Utilities Code Section 583. Furthermore, the Contractor agrees to have any such person who performs work for the Contractor under this Agreement, whether employees, independent contractors or others, agree to protect the confidentiality of information as provided in the first sentence of Public Utilities Code Section 583. The Contractor agrees that prior to commencement of any work associated with this Agreement, the Contractor shall provide a copy of this section of this Agreement, Public Utilities Code Section 583 and General Order 66-C to all who will be performing work under this Agreement.

Some of the Confidential material that the Contractor may have access to during the course of its work for the Commission may include both matters protected and not protected by Public Utilities Code Section 583. Confidential information that is covered by this section of this Agreement, includes, but is not limited to, the following:

1. Confidential information includes information that is protected by evidentiary privileges. These evidentiary privileges include but are not limited to, attorney work product privilege, the official information privilege, the attorney-client privilege, and the deliberative process privilege
2. Confidential information also includes:
 - Data collected by various CPUC evaluation contractor teams
 - Utility information included in periodic utility reports to the CPUC
 - Information involving utility customers, including customer-specific data, and customer data in aggregate form
 - Any preliminary data
 - Any information subject to other prohibitions precluding disclosure
3. In addition, the Commission may choose to designate and mark specific information given to the Contractor during the course of this Agreement as Confidential and subject to nondisclosure.

To the extent that disclosure any of the above Confidential information does not require the permission of a Commissioner during the course of a public hearing or the permission of the full Commission, the Contractor will not to disclose any Confidential information without the express prior, written consent of Commission Staff.

The Contractor agrees to return all documents and copies of documents obtained during the course of this Agreement.

The Contractor agrees not to disclose any information regarding its work to third parties except with the Commission Staff's express prior, written consent. The Contractor agrees to notify the Commission Staff of any inquiries and/or requests for disclosure from any third parties regarding any information involved in this Agreement, or inquiries or requests for disclosure at a public hearing or in response to questions from a legislative committee regarding any information involved in this Agreement.

The Contractor will not make any public comment regarding its work, or the Commission's action on the same, except to the Commission Staff, Contractor's own personnel who are working on the project, and/or subcontractors involved in the completion of tasks under this Agreement; and then only to the extent required for the completion of tasks under this Agreement.

Ninety days after any document submitted has become a part of the public records of the CPUC, Contractor may at its own expense, publish or utilize the same but shall include the following legend:

EXHIBIT E

LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Public Utilities Commission. It does not necessarily represent the views of the Commission or any of its employees except to the extent, if any, that it has formally been approved by the Commission at a public meeting. For information regarding any such action, communicate directly with the Commission at 505 Van Ness Avenue, San Francisco, California 94102. Neither the Commission nor the State of California, nor any officer, employee, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document.

Termination--Bankruptcy

In the event proceedings in bankruptcy are commenced by or against the Contractor, it is adjudged bankrupt, or a receiver is appointed and qualifies, the CPUC may terminate this Agreement by giving five days' notice in writing to the Contractor.

Termination at CPUC's Option

CPUC may at its option terminate this Agreement, with or without cause, at any time upon giving 30 days notice in writing to Contractor. In such event, Contractor agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. In such event, CPUC shall order the IOU payment agent to pay Contractor for all satisfactory services rendered prior to such notice of termination and for all expenses incurred by Contractor prior to said termination which are not included in charges for service rendered prior to termination and which could not by reasonable efforts of Contractor have been avoided.

Termination in Event of Breach

In the event of any breach of this contract, the CPUC may without any prejudices to any of its other legal remedies terminate this contract upon five days' written notice to the Contractor.

Waiver

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative: that is, in addition to every other remedy provided herein or by law. The failure of CPUC to enforce at any time any of the provisions of this agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this agreement or any part thereof or the right of CPUC to thereafter enforce each and every such provision.

Gratuities

- A. The CPUC may, by written notice to the Contractor, terminate the right of Contractor to proceed under this contract if it is found, after notice and hearing by the CPUC or by the Executive Director of the Public Utilities Commission or duly authorized representative, that gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CPUC with a view toward securing a contract, securing favorable treatment with respect to award amendment, or the evaluation of performance of such contract, provided that the

EXHIBIT E

facts upon which either the Commission or the Executive Director makes such findings may be reviewed in any competent court.

- B. In the event this contract is terminated as provided in paragraph 14(A), CPUC shall be entitled (i) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the contract by the Contractor, and (ii) to a penalty in addition to any other damages to which it may be entitled by law, and to exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the CPUC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Conflict of Interest

Contractor agrees to be subject to and comply with any applicable state laws, including state conflict of interest laws. Additional information may be required in order to comply with state conflict of interest requirements.

Individuals

This section of this Agreement shall apply to all persons performing work for the Contractor under this Agreement, whether employees, independent contractors or others, who exercise judgment in making recommendations to the Commission or evaluating the work of other entities for the purposes of the evaluation, measurement and verification of the utilities' 2006-2008 energy efficiency portfolios. The Contractor agrees to require any such person who works for the Contractor under this Agreement, whether employees, independent contractors or others, to agree to be bound by the terms of this section of this Agreement.

The Contractor agrees that all such persons performing work for the Contractor under this Agreement, whether employees, independent contractors or others, must disclose financial interests in:

- Electric and gas utilities subject to the jurisdiction of the Commission; these include Pacific Gas and Electric Company (PG&E), San Diego Gas & Electric Company (SDG&E), Southern California Edison Company (SCE), and Southern California Gas Company (collectively, the investor owned utilities or IOUs); or
- Entities that are providing energy efficiency program delivery or implementation services that are subject to the evaluation, measurement and verification (EM&V) requirements of the IOUs' 2006-2008 energy efficiency programs.

Income includes the income of a spouse or registered domestic partner. Investments include those of a spouse, registered domestic partner and/or dependent children; so that the Commission can determine whether there are potential conflicts problems.

Additional information may be required in order to comply with state conflict of interest requirements.

The Contractor agrees to notify the Commission's Project Manager promptly of any potential conflict of interest, including those of all persons performing work for the Commission under this Agreement, whether employees, independent contractors or others. For purposes of this Agreement, "conflict of interest" means a) a conflict of interest as defined in this Agreement b) a conflict of interest prohibited by any applicable State and/or Federal law; and/or c) a financial interest that may impair the ability of

EXHIBIT E

the individual or firm to deliver fair, unbiased work. The CPUC may exercise its option to direct termination of any individual or firm or this Agreement, if such a conflict is found.

Firms

In addition, Contractor warrants that, except as disclosed, it is not currently employed by PG&E, SDG&E, SCE, Southern California Gas Co. or any of their subsidiaries or affiliates, or by other entities, or any of their subsidiaries or affiliates, who are currently implementing Energy Efficiency programs in conjunction with these utilities or other Energy Efficiency programs in California. Nor does it have active proposals before any of these entities. Contractor also warrants that it has no official relation to, and that it has no other pecuniary interest therein including the ownership of stocks or bonds.

Contractor warrants that to the best of its knowledge, the disclosure information provided by all persons performing work for the Contractor under this Agreement, whether employees, independent contractors or others is true and correct.

Contractor agrees to refrain from entering into any relationship that could result in a conflict of interest in the performance of this Agreement; and to notify the Commission's Project Manager promptly of any potential conflict of interest, including those of all persons performing work for the Contractor under this Agreement, whether employees, independent contractors or others. For purposes of this Agreement, "conflict of interest" means a) a conflict of interest as defined in the underlying RFP or this Agreement b) a conflict of interest prohibited by any applicable State and/or Federal law; and/or c) a financial interest that may impair the ability of the individual or firm to deliver fair, unbiased work for the State.

The Commission may exercise its option to terminate this Agreement if a conflict is found.

Agreement is Complete

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

Captions

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent to the clauses to which they appertain.

Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods and other natural disasters such that performance is impossible.

Counterparts

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

EXHIBIT E

Settlement of Disputes

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with the Contract Manager. If the issue cannot be resolved at this level, Contractor shall file a "Notice of Dispute" with the CPUC within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Director shall be final.

Any Notice of Dispute shall be fully supported by factual information and be accompanied by a written statement signed by an authorized person indicating that the Notice of Dispute is made in good faith, and that the supporting data are accurate and complete.

Pending the final resolution of any dispute arising out of or relating to this Agreement, the Contractor agrees to diligently proceed with the performance of this contract, including the delivery of goods or providing of services in accordance with this agreement. Contractor's failure to diligently proceed in accordance with this agreement shall be considered a material breach of this contract.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

EXHIBIT B
Attachment 1

Project Budget and Billing Rates

1. Total Budget for Agreement Number 09PS5863A (Conduct Evaluation, Measurement, and Verification of the California Investor Owned Utilities' 2010-2012 Energy Efficiency Programs):

\$ 7,500,000(Seven Million Five Hundred Thousand and 00/100 Dollars)

2. Contractor Team Billing Rates:

Itron	2010	2011	2012
Rufo, Mike	230.00	235.00	239.00
Cavalli, John	225.00	230.00	234.00
Bradley, Kris	200.00	204.00	208.00
Harcharik, Rachel	190.00	194.00	198.00
Lutz, Al	185.00	189.00	192.00
Fagan, Jennifer	185.00	189.00	192.00
Shelton, Jean	185.00	189.00	192.00
Torok, Christina	175.00	179.00	182.00
Barata, Sharon	175.00	179.00	182.00
Grover, Steve	165.00	168.00	172.00
Brown, Robert T.	160.00	163.00	166.00
Willems, Pillepus	165.00	168.00	172.00


ATTACHMENT 2
RESUMES OF KEY PERSONNEL

The resumes of key personnel are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents are maintained in CPUC's contract file and are electronically available and/or can be viewed upon written request to Contract Project Manager.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Itron, Inc		<i>Federal ID Number</i> 91-1011792
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Steven M Helmbrecht / Senior Vice President and CFO		
<i>Date Executed</i> 7/30/2010	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 5/06)_CDPH

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) Itron, Inc., which will do business in California as IBS		
	SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	
	MAILING ADDRESS P.O. Box 200209	BUSINESS ADDRESS 2111 North Molter Road	
	CITY, STATE, ZIP CODE Dallas, TX 75320-0209	CITY, STATE, ZIP CODE Liberty Lake, WA 99019-9469	
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 9 1 - 1 0 1 1 7 9 2		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	CORPORATION: <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS		
	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: - - (SSN required by authority of California Revenue and Tax Code Section 18646)		
4	PAYEE RESIDENCY TYPE <input checked="" type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Steven M. Helmbrecht	TITLE Senior VP and CFO	DATE 7/31/2010
	SIGNATURE <i>Steven M. Helmbrecht</i>	TELEPHONE (509) 924-9900	
6	Please return completed form to: Department/Office: CALIFORNIA PUBLIC UTILITIES COMMISSION Unit/Section: Personal Services & Consultant Contracts Mailing Address: 505 Van Ness Avenue City/State/ZIP: San Francisco, CA 94102 Telephone: (415) 703-5905 FAX: (415) 703-5922 E-Mail Address: Nellie.Abrena@cpuc.ca.gov		

PAYEE DATA RECORD

STD. 204 (Rev. 5/06)_CDPH (Page 2)

1	<p>Requirement to Complete Payee Data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>						
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>						
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>						
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov					
For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov					
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>						
<p>Privacy Statement</p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>							