



SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT

The Power To Do More.®

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

Dear Contractor,

RESIDENTIAL CONTRACTOR PARTICIPATION AGREEMENT

Thank you for your interest in SMUD's Equipment Efficiency Improvement Program. The current Residential Contractor Participation Agreement for the HVAC, Window, Siding and Insulation Programs is enclosed.

All Applications will be reviewed to ensure that the contractor's license is in good standing with the Contractor's State License Board, and that all insurance coverage meets the District's insurance requirements as noted on Page 2, Item II.B.2, and in Exhibit A.

Please send your completed application and related information to the address listed on the application process form attached. You will be advised if additional information is required.

New contractors will receive written notification of approval. Upon request, approved contractors will be scheduled to attend a finance training workshop presented by SMUD's Financial Services staff.

Please call me at (916) 732-6729 if you have questions or concerns regarding the application process.

Sincerely,

Tammy Tabor Smith
Program Manager
Equipment Efficiency Programs

Enclosures

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Residential Equipment Efficiency Program Contractor Participation Agreement Application Process

- I. Contractors interested in participation in SMUD's Residential Equipment Efficiency Program must submit the following:
- A. Completed contractor signature sheet.
 - B. Evidence that they hold an active California State Contractor's License in good standing. The following licenses will be required to install the measures listed below:
 - Heating, Air Conditioning & Ventilation (HVAC) C-20 **
 - Attic and Wall Insulation C-2 **
 - High Performance Windows C-17 **
 - Siding D-41 **
- ** Contractors agree to notify SMUD in writing of all subcontracting relationships. The subcontractor must be a participating contractor.
- C. Description, statement and evidence that your company has operated a business for over two years installing the equipment, products or materials indicated on their contractor's license or evidence of equivalent experience.
 - D. List of training/work experience of the crews (technicians/installers) working on SMUD program installations. This should include supplemental training through manufacturers, trade associations, and installation experience. Years of experience is considered as training.
 - E. List of sales personnel and their Home Improvement Salesman registration number issued from the California State License Board. If not applicable, please indicate in writing.
 - F. Certificate(s) of insurance certifying the minimum insurance coverage as required (Insurance Requirements – Exhibit A). Both general and automobile liability insurance certificates must name verbatim, **SMUD, its directors, officers, representatives, agents and employees as additional insured** with respect to **work performed** pursuant to or incidental to this Agreement, and shall contain a **“separation of insured”** liability provision as specified (refer to Page 2, Item b.2. Insurance).
- II. Return signed Agreement, application and other required information to:

Sacramento Municipal Utility District
Residential Services Department, MS A203
P. O. Box 15830
Sacramento, CA 95852-1830

SMUD - RESIDENTIAL CONTRACTOR PARTICIPATION AGREEMENT

I. PROGRAM PURPOSE

In support of the District's vision and mission, the Equipment Efficiency Program proposes to expand the residential marketplace for higher energy-efficient products and services in an effort to save personal, economic, and natural resources while enhancing customer comfort and lifestyle. The Program will strive to form alliances with our contractor community by developing and implementing programs that promote excellence in products, workmanship, and high quality customer service.

II. TERMS AND CONDITIONS OF AGREEMENT

A. SMUD's Participation Requirements

1. SMUD agrees to provide SMUD customers with a list of Contractors (without specific endorsement) who are properly licensed, agree to meet participation requirements, agree to install equipment and products which meet minimum SMUD efficiency requirements and specifications, agree to install equipment and products meeting ENERGY STAR® specifications where applicable, and agree to design and install equipment and products in workmanship manner and assure customer satisfaction.
2. SMUD reserves the right to perform inspections in order to verify that the equipment and installation meet the eligibility guidelines and installation specifications of this Agreement.
3. SMUD agrees to promote the Equipment Efficiency Program to SMUD customers.
4. SMUD will conduct Contractor Meetings to provide information on program updates, changes, current marketing activities and program accomplishments.

B. Contractor Participation and Eligibility Requirements

1. Contractors agree to maintain all applicable licenses, permits, insurance, and bonds required by Federal, state, and local laws. Contractors shall provide evidence that they hold an active California State Contractor's License in good standing. The following licenses will be required to install the measures listed below:

- Heating, Air Conditioning & Ventilation (HVAC) C-20
- Attic and Wall Insulation C-2
- High Performance Windows C-17
- Insulated Siding D-41

SMUD - RESIDENTIAL CONTRACTOR PARTICIPATION AGREEMENT

2. Contractors agree to meet all insurance requirements as specified in Exhibit A, The insurance requirements relate only to the work performed under this Agreement.

All policies, with the exception of Workers' Compensation, shall name SMUD, its directors, officers, agents, representatives, and employees as additional insured's as respects work performed pursuant to or incidental to this contract. Severability of interests (cross liability) and waiver of subrogation clauses shall be included. Pursuant to the terms of this contract, insurance effected or procured by Contractor shall not reduce or limit Contractor's obligation to indemnify and defend SMUD for claims made or suits brought which result from or in connection with the performance of this contract. These coverages, when written on an occurrence form, shall be maintained during the entire term of the contract. Coverages written on a claims-made form, shall be maintained during the entire term of the contract and further until one year following termination and acceptance of all work under the contract. Insurers shall be rated A-/VII or better by A.M. Best, or shall be otherwise acceptable to SMUD. Insurers need NOT BE admitted by the State of California.

The contractor's insurance company shall provide a Certificate of Insurance to SMUD showing coverage for requirements above.

3. Contractors shall provide evidence that they have operated a business over the preceding two years installing the equipment, products, or materials indicated on their contractor's license or evidence of equivalent experience.
4. Contractors agree to maintain an established place of business within SMUD service area or adjacent counties, provide a business phone with answering service, respond to customers within 24 hours to arrange for service work.
5. Contractor agrees to maintain the manufacturer's warranty and the two-year program installation workmanship at no charge to the customer.
6. Contractors shall ensure that all sales personnel are registered with the California Contractor State License Board (CSLB) as a Home Improvement Salesman.
7. Contractors agree to promote Residential Equipment Efficiency Program to SMUD customers and install equipment, system, and products that meet or exceed SMUD standards.
8. Contractors may, upon request, attend SMUD's finance workshop and submit loan documentation in accordance with requirements set forth by SMUD's Finance Services.

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9. Contractors agree to install all equipment, systems, products, and materials in a professional workmanship manner according to all specifications set forth by the manufacturer and SMUD.
10. Contractors agree to **notify SMUD in writing of all subcontracting relationships.**
The primary contractor shall ensure that all subcontractors comply with the eligibility, terms, and conditions of this Agreement; have a current license in the specialty for the work being done; and are limited to performing only work for which licensed.
 - a) Contractor shall remain responsible for all work performed by his or her subcontractor.
 - b) Subcontractor must be a participating contractor.**
11. Contractors agree to participate in good faith in a conciliation conference when there is a dispute involving the contractor, which has been initiated by a consumer. Options for unresolved disputes include filing a complaint with the Contractors State License Board (CSLB) or filing legal actions to gain restitution or recover damages.
12. Contractors agree to have an installation or service representative available to assist the SMUD inspector in completing the installation inspection, if necessary.
13. Contractors are expected to pass SMUD quality assurance inspections on first inspection. If corrections are identified, contractors agree to correct deficiencies within twenty (20) days of notification. All hazardous, unsafe, or health related conditions must be corrected within twenty-four (24) hours of notification by SMUD.
14. Contractor agrees to notify SMUD of any address, license or business related changes in writing within 30 days.

C. Equal Opportunity

1. Equal Employment Opportunity. Contractors shall not discriminate against any employee or applicant for employment on account of race, religion, sex, color, or national origin, handicap, or age. Contractors shall ensure that this requirement is applied to applicants and employees in actions including, but not limited to, employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.

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Minority/Women Owned Business Enterprises. It is the policy of the District that minority and women business enterprises shall have the maximum opportunity to participate in the District's contracts. In this regard, Contractors shall take all necessary and reasonable steps in accordance with this solicitation to ensure that minority and women business enterprises have the maximum opportunity to participate in this contract. Contractors shall not discriminate on the basis of race, religion, sex, color or national origin, handicap, or age in the award or performance of any contract or subcontract resulting from or relating to these services.

D. Indemnity

Contractors shall indemnify, defend and hold harmless SMUD, its directors, officers, agents and employees against all claims, loss, damage, expense and liability asserted or incurred by other parties, including, but not limited to, SMUD's employees and Contractor's employees arising out of or in any way connected with the performance of this contract and caused by the acts, omissions, intent or negligence, whether active or passive, of Contractor, its agents, employees and suppliers, and excepting only such loss, damage or liability as may be caused by the intentional acts or at the sole negligence of SMUD.

E. Environmental Compliance and Indemnity

Contractor shall defend, indemnify and hold harmless the District, and its directors, officers, agents and employees from and against all liabilities, damages losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, or judgments including without limitations, preventative and mitigation costs and attorneys' fees incurred in litigation or otherwise, by or against the District or its directors, officers, agents and employees with respect to any Hazardous Materials generated, used, stored, handled, transported, or disposed of by Contractor or its employees, agents, subcontractors, or any third party arising from or in any way related to this Agreement; except to the extent that any such damages, losses or expenses are the result of the sole negligence or willful misconduct of the District. Contractors shall require that all of their subcontractors shall fully indemnify the District from any claims, liability, or expense attributable to Hazardous Materials.

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Hazardous Materials shall include, without limitation, substances defined or classified as "hazardous substances", "hazardous materials", "hazardous waste" or toxic substances under any federal, state, or local law, statute, regulation, and ordinance in effect or which shall come into effect during the term of this Agreement. Contractor shall fully comply with all federal, state, or local laws, statutes, regulations and ordinances regarding the generation, use, storage, handling, transportation and disposal of Hazardous Materials. Contractors shall ensure that their subcontractors fully comply with this section.

F. Safety

1. The Contractor and employees shall comply with all applicable health, safety, and environmental rules and regulations. These include, but may not be limited to, the rules and regulations promulgated by OSHA, Cal OSHA, EPA, Cal DTSC, Water Quality Control Board and air quality regulators. Where the requirements of such regulatory agencies overlap, the most protective regulations will apply.
2. The Contractor and employees shall perform the work only by such methods and in such manner that will safeguard persons and property.

G. Representation

1. **The Contractor, their representatives and agents may not represent themselves as an agent, representative or employee of SMUD or claim association or affiliation with SMUD in any capacity other than as an independent contractor.** Further, the Contractor shall not make false claims about performance or savings, nor engage in fraudulent or deceitful conduct in the sale or installation of measures.
2. The Contractor, their employees and representatives are solely responsible for representation, sales, installation and warranty service of products and systems under this Agreement.

H. Warranty

1. Contractors warrant that any materials and equipment shall be free from original defects in material, workmanship, design and installation for a minimum period of two (2) years from the date of completion of the work and will remedy any such defect, at its sole expense and cost, during the warranty period.
2. Contractors offering warranties beyond the required two years, shall clearly indicate on their contract if this extended warranty is through the contractor, factory or third party.

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3. Contractors shall instruct the customer on system or product operation and maintenance, and provide customer with owner's manuals and warranty documents.

I. Marketing

1. Except as otherwise provided in subsection 1(e) of this section, all marketing, advertising or promotional materials which reference SMUD or a SMUD Equipment Efficiency Program shall include a disclaimer which shall state:

(Insert name of contractor) is not an agent or affiliate of SMUD.

- a) In the case of television marketing, advertising or promotional spots which reference SMUD or a SMUD program, the disclaimer requirement may be satisfied by either (i) verbally announcing the disclaimer as part of the television spot, or (ii) displaying the disclaimer in a format equal to or greater than four percent of the vertical picture height based upon a 525 line screen or of equivalent size, for a period of not less than four seconds, excluding fade in and fade out.
 - b) In the case of radio marketing, advertising or promotional spots, which reference SMUD or a SMUD program, the disclaimer shall be verbally announced as part of the radio spot.
 - c) In the case of telemarketing efforts, which reference SMUD or a SMUD program, the disclaimer shall be included as part of the text read by the telemarketing representative when contacting or responding to SMUD customers.
 - d) In the case of printed marketing, advertising or promotional materials, which reference SMUD or a SMUD program, the disclaimer shall appear in the text of such materials and shall be printed in bold type.
 - e) Waiver. In the case of printed marketing, advertising or promotional materials or telemarketing texts, a contractor may request in writing a waiver of the disclaimer requirement by submitting the proposed advertising or telemarketing text to the District for its prior approval. The District shall respond to the waiver request within five (5) working days of receipt. The decision to grant or deny the request for waiver shall be at the District's sole discretion and shall be final and binding.
2. Contractor shall not use the SMUD logo/trademark in any of its marketing, advertising or promotional materials.

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3. All marketing and advertising materials should comply with the Business and Professions Code and must include the contractor's license number.
4. SMUD reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by the Contractor which references the Contractor's participation in this Agreement or SMUD's Equipment Efficiency program, Financing and other SMUD programs. At its sole discretion, SMUD may require the Contractor to submit such copy and materials for pre-approval. SMUD will respond within five (5) working days if such review is required.

This approval shall be granted, unless SMUD, at its sole discretion, determines that the copy or materials are misleading, in error, or fails to meet the requirements of this section. The Contractor agrees to remove from circulation or otherwise discontinue the use of any copy or materials as requested by SMUD.

J. Changes

SMUD may initiate changes to the Equipment Efficiency Program as circumstances dictate. SMUD will make every effort to provide thirty (30) days written notice of changes, which affect financing or other Equipment Efficiency Program activities. However, SMUD reserves the right to make immediate changes, without notice, as deemed necessary or in the best interest of SMUD.

K. Contractor Status

1. **Accepted**

Upon acceptance, all contractors will be placed on the proper Participating Contractors Master List. All **Contractors** must meet the minimum qualifications for participation in the Program and establish a satisfactory work record with SMUD. SMUD will inspect the first five (5) installations of any new contractor.

For Contractors who have established a satisfactory performance history with SMUD, SMUD will inspect random installations of the contractors' work.

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2. Probation

Contractors that are required to satisfy special conditions will be placed on Probation. Payment to contractors on probation will be contingent upon passing a quality assurance inspection by a SMUD representative.

3. Removed

Contractors who fail to meet the Terms and Conditions of this Agreement will be removed. Contractors who have been removed from program participation are not eligible to sell additional jobs utilizing the SMUD program. The suspension shall be in effect for a minimum of 30 days and until the contractor satisfies the following minimum conditions:

- a) All jobs submitted through the program with outstanding deficiencies are completed.
- b) Outstanding customer/contractor complaints are resolved.
- c) Outstanding issues concerning eligibility requirements such as insurance, bond, or license are resolved.
- d) Outstanding issues concerning fraudulent financing documents are resolved. Resolution may include mandatory attendance at another financing workshop.

Contractors reapplying after being removed may be required to:

- a) Provide proof of meeting all terms of this Agreement;
- b) Meet additional requirements related to ineligibility infraction(s).

L. Contractor Payment

1. Payment processing will begin upon receipt of a properly executed payment authorization form signed by both the customer and the contractor certifying that the installation is completed and complies with SMUD requirements.
2. SMUD will process all uncontested invoices within 30 days following the receipt thereof.
3. Inspect-Before-Pay: Quality Assurance inspections will be limited to contractors who are required to satisfy special conditions or if a customer has reasonable basis to request an inspection before they sign the notice of completion.
4. Withholding Payments: SMUD reserves the right to inspect any job prior to payment and to withhold contractor payment pending resolution of customer or SMUD concerns regarding the quality or completeness of the work. In the event Contractor fails to remedy, after reasonable opportunity, any defect in work such that the work satisfactorily passes SMUD and City/County/State inspections, SMUD reserves the right, after instruction from and concurrence of customer, to

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have the work completed or the defect remedied by a third party contractor and offset the repair/completion costs from the amount owed the contractor.

M. Assignment

1. This Agreement may not be assigned.
2. The Contractor shall not assign any monies due them or to become due from contracts under this Agreement without first providing SMUD with a list of all parties authorized to sign/approve an assignment and a sample of their signature(s).

N. Mechanics' Liens

1. The Contractor agrees to use its best efforts to ensure that its suppliers, materialmen, subcontractors and laborers do not file or serve or cause to be filed or served a preliminary 20 -day notice or mechanics' lien on the property of any District customer for which improvement work, arising from or related to this Agreement has been undertaken. Such efforts shall include, but shall not be limited to, the timely payment to suppliers, materialmen, subcontractors and laborers for all goods, services or labor furnished in connection with any work of improvement, arising from or related to this agreement.
2. Failure to comply with this Section shall be a material breach of this Agreement and shall be cause for immediate termination of this contract. In the event of termination pursuant to this Section, Contractor expressly waives any and all claims for damage, including loss of anticipated profit, resulting from termination hereunder.

O. Audits

The District shall have the right, during the Contractor's normal business hours for the duration of this Agreement and for a period of three (3) years thereafter, to conduct the following audits either on District property or at the Contractor's offices, as the District may deem necessary:

1. Audit of the Contractor's performance of services under this Agreement.
2. Audit of books and accounts maintained to accumulate, record and segregate personnel and other recoverable costs billed under this Agreement. Contractors will not be required to relocate records from their normal location.
3. Such audit shall be performed either by District personnel or by an independent third party whom the District may employ for the purpose of making such audits. The District and the Contractor shall establish procedures for performing such

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audits and shall preserve the confidential and proprietary status of audited documents and information.

4. The Contractor shall maintain, preserve and make available for inspection, audit and reproduction, the books, records, agreements and other documents used in determining any cost incurred and billed to the District during the performance of this Agreement. In addition, the Contractor shall include similar audit right provisions in subcontracts reimbursed under the terms and conditions of this Agreement.

Q. Contract Termination

1. SMUD may terminate this Agreement with any or all Contractors, at its sole discretion, upon written notice to the Contractor. In the event of termination, Contractor agrees to waive any claim for damages, including loss of anticipated profit, resulting from contract termination.
2. SMUD may terminate this Agreement as to any individual contractor for any violation of the terms of this Agreement upon written notice to the Contractor. In the event of termination, Contractor agrees to waive any claim for damages, including loss of anticipated profit, resulting from contract termination.
3. SMUD, at its sole option, may terminate this agreement for failure to comply with any of the terms or conditions in the Agreement. While it is impossible to note every type of unacceptable conduct, which could lead to termination, the following will provide some guidelines:
 - a) Installing equipment or materials which endanger the safety of the customer;
 - b) Failure to comply with any of the terms or conditions of this Participation Agreement, and/or Material and Installation Specifications;
 - c) Misrepresenting Contractor's relationship with SMUD or SMUD's incentive program either directly or through erroneous or misleading advertising, marketing or other promotional materials;
 - d) Providing false information and/or engaging in acts of intimidation, harassment, or retaliation against any customer, SMUD employee, or person who cooperates in any investigation;
 - e) Violating any part of the Business and Professionals Code;

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- f) Failing to pay a supplier or a subcontractor in a timely manner which results in a mechanics lien being placed against a customer's property or any equipment, material, or labor for an installation under the program;
 - g) Failing to correct, without charge, any inspection notification within ten (10) working days; and
 - h) Failing to repair damage to a customer's property resulting from an installation or other contractor action or inaction arising under or related to the Program.
- 4, The Contractor may discontinue participation in this program by providing thirty (30) days written notice to SMUD.

R. Entire Agreement

This Agreement, together with any and all appendices, exhibits and/or attachments attached hereto and any amendments, modifications, change orders, addendum and/or any other documents attached hereto and incorporated herein constitutes the entire agreement between the parties hereto and no changes, alterations, or modifications hereof shall be effective unless made in writing and signed by duly authorized representatives of both parties to this Agreement.

RESIDENTIAL
EQUIPMENT EFFICIENCY PROGRAM CONTRACTOR
PARTICIPATION AGREEMENT CHECK LIST

Company Name: _____

Program(s): _____

ITEM	
<i>SIGNATURE PAGE:</i>	
Name	
Title	
<i>LICENSE NUMBER:</i>	
Expiration Date	
Classification(s)	
<i>SUBCONTRACTOR LIST IF APPLICABLE</i>	
<i>GENERAL LIABILITY INSURANCE</i>	
Additional Insured Endorsement	
<i>AUTOMOBILE INSURANCE</i>	
Any/All Owned/Scheduled	
Hired/Non-Owned	
Additional Insured Endorsement	
<i>WORKERS COMPENSATION</i>	
<i>*Smud must be shown as Certificate Holder</i>	
<i>W-9 FORM FOR ACCOUNTING</i>	
<i>WORK EXPERIENCE/TRAINING</i>	
<i>5 Installations include equipment size</i>	
<i>TRAINING Documentation</i>	
<i>EVIDENCE OF 2 YEARS IN BUSINESS</i>	
<i>REFERENCES 5 customer names and phone numbers</i>	
<i>SALES PERSONNEL LISTING</i>	

Comments: _____

** Please be sure you have provided the proper additional insured wording as required in the insurance requirements.

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ENERGY STAR[®] INSULATED SIDING PROGRAM APPENDIX

CONTRACTORS SIGNATURE SHEET

By my signature, I certify that the company will abide by the provisions of the SMUD Contractor Participation Agreement, that I have the required license to install siding products, and will follow Manufacturer's Installation Specifications for the qualified sidings products offered. Currently, the eligible qualifying siding products materials are: vinyl, wood, fibrous cement or composite and **MUST BE INSTALLED** over ENERGY STAR[®] approved insulated foam.

Note: Other siding products may become eligible for inclusion in the Residential Equipment Efficiency Siding Program at a later date.

.....

LICENSE NUMBER: _____

Authorized Signature

Date

Name and Title (Typed or Printed)

Phone Number

Company Name

Fax Number

Street Address

City/State/Zip

Mailing Address

City/State/Zip

E-Mail Address

Cellular/Mobile Phone

.....

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Authorized Signature

Date

Tammy Tabor Smith

Printed Name

Manager, Equipment Efficiency Program

Title

Appendix B – Insurance Requirements

<u>TYPE OF COVERAGE</u>		<u>MINIMUM COVERAGE LIMITS</u>	
Commercial General Liability (CGL) ISO form CG 0001 10 93, or other form acceptable to District.	Bodily Injury, Property Damage Or Combined Single Limit (CSL)	Occurrence \$ 1,000,000 \$ 1,000,000	Aggregate \$1,000,000 \$1,000,000
Business Automobile Liability (BAL) Including coverage for claims arising from ownership, operation, loading and unloading of owned, hired, leased, non-owned, and /or borrowed private passenger and commercial vehicles.	Bodily Injury, Property Damage Or Combined Single Limit (CSL)	Individual \$ 1,000,000 \$ 1,000,000	Accident \$1,000,000 \$1,000,000
Environmental Impairment Liability (EIL) / Contractor's Pollution Liability (CPL) Including coverage for claims arising from handling, abatement, and transport of pollutants including asbestos and lead paint.	Bodily Injury, Property Damage Or Combined Single Limit (CSL)	Occurrence \$ 0 \$ 0	Aggregate \$ 0 \$ 0
Aircraft Liability Including passengers.	Bodily Injury, Property Damage Or Combined Single Limit (CSL)		Per Seat \$ 0 \$ 0
Professional Errors and Omissions Liability (E&O)	BI, PD, Financial Losses Or Combined Single Limit (CSL)	Each Claim \$ 0 \$ 0	Aggregate \$ 0 \$ 0
California Statutory Workers' Compensation Including Employer's Liability (and United States Longshoremen & Harborworkers, where applicable).	Bodily Injury and Illness Or Combined Single Limit (CSL)	Employee \$ 1,000,000 \$ 1,000,000	Occurrence \$1,000,000 \$1,000,000
Crime or Fidelity Coverage Including fraud, theft, dishonesty and disappearance.	Financial Loss	Each Claim \$ 0	Aggregate \$ 0
Fiduciary For funds managed or held in trust	Financial Loss	Each Claim \$ 0	Aggregate \$ 0
Other		\$ N/A	\$ N/A

Insurance required above shall be primary as respects the District (SMUD), its directors, officers, representatives, agents and employees, respectively, and any other insurance effected or procured by SMUD shall be excess of and shall not contribute with the required insurance. These policies, with the exception of Workers' Compensation, Employer's Liability, and E&O coverages, shall name SMUD, its directors, officers, agents, representatives, and employees as additional insureds as respects work performed pursuant to or incidental to this contract (including coverage for products and completed operations hazards, for instances in which the District reasonably determines that a products/completed hazards risk is created by contract work) except for active negligence of District in public works construction contracts (Cal Ins Code §11580.04). Severability of interests (cross liability) and waiver of subrogation clauses shall be included. Pursuant to the terms of this contract, insurance effected or procured by Contractor shall not reduce or limit Contractor's obligation to indemnify and defend SMUD for claims made or suits brought which result from, or in connection with, the performance of this contract. These coverages, when written on an occurrence form, shall be maintained during the entire term of the contract. Coverages written on a claims-made form, and all E&O and EIL coverages, shall be maintained during the entire term of the contract and further until one year following completion and acceptance of all work under the contract. CGL insurance and additional insured endorsements providing products/completed operations coverage shall be maintained for at least one year following completion and acceptance of all physical work under the contract. Insurers shall be rated A- / VII or better by A.M. Best, or shall be otherwise acceptable to SMUD. Insurers need not be Admitted by the State of California.

The Contractor's broker or agent shall provide insurance certificates and copies of policies and endorsements upon request, before commencing work under this contract. Certificate must disclose any self-insured retention of \$250,000 or more. Certificate must specify whether the liability coverages are written on an occurrence form or a claims-made form, and that the coverages will not be canceled or changed without thirty (30) days advance written notice to:

SACRAMENTO MUNICIPAL UTILITY DISTRICT
P. O. BOX 15830
SACRAMENTO, CA 95852-1830
ATTENTION: Ramona

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,