



Pacific Gas and Electric Company

DISTRIBUTION:

REFERENCE:

**Agreement to Perform  
Tariff Schedule Related Work**

- APPLICANT (Original) \_\_\_\_\_
- DIVISION (Original) \_\_\_\_\_
- ACCTG. SVCS. \_\_\_\_\_

\_\_\_\_\_(Applicant)  
has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: \_\_\_\_\_

DESCRIPTION OF WORK: Provide an Expedited reponset to Bidder's Preliminary Application for Gas Service for Bidder's proposed generation facility. Specific work will include:

- Perform System Impact Study and Expedited Preliminary Facilities Study to include order of magnitude costs;
- Size Pipeline and meter set for Standard and Special Facilities design, if applicable;
- Determine expected minimum delivery pressure available at the meter set for PG&E's preferred route;
- Provide a written response to Bidder's requested Preliminary Application for Gas Service;
- Provide additional support as requested by the Bidder.

If Engineering costs exceed estimate, PG&E may require additional funds to complete engineering. Should the Applicant cancel this project or not be short listed, PG&E will return any unspent balance.

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of Fifteen-thousand and 00/100 dollars (\$ 15,000).

Upon completion of requested work, ownership shall vest in:       PG&E    Applicant

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
**Applicant**

**PACIFIC GAS & ELECTRIC COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print/Type/Name)

\_\_\_\_\_  
Steve Whelan  
(Print/Type Name)

Title: \_\_\_\_\_

Title: Sr. Director, Wholesale Mkt. & Business Development

Mailing Address: