

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



July 28, 2009

Advice Letter 3490-E

Brian K. Cherry
Vice President, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

**Subject: Limited One Time Agreement to Perform Tariff Scheduled
Related Work for the City of Piedmont**

Dear Mr. Cherry:

Advice Letter 3490-E is effective August 5, 2009.

Sincerely,

A handwritten signature in blue ink that reads "Julie A. Fitch".

Julie A. Fitch, Director
Energy Division



Brian K. Cherry
Vice President
Regulatory Relations

Pacific Gas and Electric
Company
77 Beale St., Mail Code
B10C
P.O. Box 770000
San Francisco, CA 94177

415.973.4977
Fax: 415.973.7226

July 6, 2009

Advice 3490-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Limited One Time Agreement to Perform Tariff Scheduled Related Work for the City of Piedmont

Pacific Gas and Electric Company (PG&E) hereby submits for filing limited one time agreement modifying PG&E's standard indemnity clause as it appears on Form 62-4527.

Purpose

Approval of indemnity clause and termination provision as it appears in the attached Limited One Time Agreement to Perform Tariff Scheduled Related Work.

Background

The City of Piedmont (Piedmont) has applied to PG&E for the conversion of certain overhead electric distribution facilities within the City. Electric Rule 20 governs the conversion of electric distribution facilities. The work is performed under PG&E's general contract form, Agreement to Perform Tariff Scheduled Related Work, Form 62-4527. Piedmont has objected to the scope of the indemnity provision in Form 62-4527, and has requested that its obligation to indemnify PG&E be limited to any losses that are caused by or result from Piedmont's negligent or intentional acts or omissions. To address this concern, PG&E has agreed to modify the indemnity language found in Form 62-4527 and to use revised language in the Limited One Time Agreement to Perform Tariff Scheduled Related Work. In addition, to address the potential for inflation to escalate the estimated cost of the work, a termination provision was included to allow PG&E to terminate the agreements in the event that Piedmont has not remitted payment within ninety (90) days from the date of execution.

One Time Form 62-4527 Revisions

Please see attached Limited One Time Agreement to Perform Tariff Scheduled Related Work.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than **July 27, 2009**, which is 21 days after the date of this filing.¹ Protests should be mailed to:

CPUC Energy Division
Tariff Files, Room 4005
DMS Branch
505 Van Ness Avenue
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: ijnj@cpuc.ca.gov and mas@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

Brian K. Cherry
Vice President, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Effective Date

PG&E submits this as a Tier 1 filing and requests that this advice filing become effective on **August 5, 2009**.

¹ The 20 day protest period concluded on a weekend. PG&E is hereby moving this date to the following business day.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to San Heng at (415) 973-2640. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at:

<http://www.pge.com/tariffs>

A handwritten signature in black ink that reads "Brian O'Leary". To the right of the signature are the initials "SH".

Vice President, Regulatory Relations

Attachments

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY

ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type:

- ELC GAS
 PLC HEAT WATER

Contact Person: San Heng

Phone #: 415-973-2640

E-mail: S1HQ@PGE.COM

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
 PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 3490-E

Tier: [1]

Subject of AL: Limited One Time Agreements to Perform Tariff Scheduled Related Work for the City of Piedmont

Keywords (choose from CPUC listing): Agreements

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: Does AL replace a withdrawn or rejected AL?

If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information:

Resolution Required? Yes No

Requested effective date: August 5, 2009

No. of tariff sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed: N/A

Protests, dispositions, and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave., San Francisco, CA 94102

jnj@cpuc.ca.gov and mas@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian K. Cherry, Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com



Pacific Gas and Electric Company

Limited One Time Agreement to Perform Tariff Schedule Related Work

DISTRIBUTION:

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

REFERENCE:

Not 102876200
PM 30615957

City of Piedmont, a California Municipality, (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 therefore, 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, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Applicant, its officers, employees or agents. 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:

LOCATION: Piedmont Hills Rule 20B, Piedmont, CA

DESCRIPTION OF WORK: Rule 20B Undergrounding of PG&E Electric System

Labor and Material:	\$1,934,363
Applicant Facility Contribution	(\$306,589)
Total Net Payment:	<u>\$1,627,774</u>

Due to inflation which constantly escalates PG&E's costs for materials and supplies, transportation, tools, payroll, and other expenses, all cost quotations are effective for not more than 90 days from the date of this Agreement.

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of One million, six hundred and twenty-seven thousand, seven hundred seventy-four dollars (\$1,627,774).

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

5. In the event Applicant has not remitted the total net payment set forth in Paragraph 3 of this Agreement by September 15, 2009, PG&E shall have the right to terminate this Agreement upon five (5) days' written notice to Applicant.

Executed this 15th day of June, 2009.

By: *Dean Barbleri*
Dean Barbleri
(Print/Type Name)
Title: *Vice Mayor*

CITY OF PIEDMONT
(Applicant)

BY: *William L. Gibson*
William L. Gibson, P.E.
(Print/Type Name)
Title: Project Services Supervisor Areas 2 & 3

PACIFIC GAS & ELECTRIC COMPANY,

Mailing Address: 120 Vista Avenue
Piedmont, CA 94611

**PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV**

Aglet	Day Carter Murphy	North Coast SolarResources
Alcantar & Kahl	Defense Energy Support Center	Northern California Power Association
Ameresco	Department of Water Resources	Occidental Energy Marketing, Inc.
Anderson & Poole	Department of the Army	OnGrid Solar
Arizona Public Service Company	Dept of General Services	Praxair
BART	Division of Business Advisory Services	R. W. Beck & Associates
BP Energy Company	Douglas & Liddell	RCS, Inc.
Barkovich & Yap, Inc.	Douglass & Liddell	Recon Research
Bartle Wells Associates	Downey & Brand	SCD Energy Solutions
C & H Sugar Co.	Duke Energy	SCE
CA Bldg Industry Association	Dutcher, John	SMUD
CAISO	Ellison Schneider & Harris LLP	SPURR
CLECA Law Office	FPL Energy Project Management, Inc.	Santa Fe Jets
CSC Energy Services	Foster Farms	Seattle City Light
California Cotton Ginners & Growers Assn	G. A. Krause & Assoc.	Sempra Utilities
California Energy Commission	GLJ Publications	Sierra Pacific Power Company
California League of Food Processors	Goodin, MacBride, Squeri, Schlotz & Ritchie	Silicon Valley Power
California Public Utilities Commission	Green Power Institute	Southern California Edison Company
Calpine	Hanna & Morton	Sunshine Design
Cameron McKenna	Hitachi	Sutherland, Asbill & Brennan
Cardinal Cogen	International Power Technology	Tabors Caramanis & Associates
Casner, Steve	Intestate Gas Services, Inc.	Tecogen, Inc.
Chamberlain, Eric	Los Angeles Dept of Water & Power	Tiger Natural Gas, Inc.
Chevron Company	Luce, Forward, Hamilton & Scripps LLP	Tioga Energy
Chris, King	MBMC, Inc.	TransCanada
City of Glendale	MRW & Associates	Turlock Irrigation District
City of Palo Alto	Manatt Phelps Phillips	U S Borax, Inc.
City of San Jose	Matthew V. Brady & Associates	United Cogen
Clean Energy Fuels	McKenzie & Associates	Utility Cost Management
Coast Economic Consulting	Merced Irrigation District	Utility Specialists
Commerce Energy	Mirant	Verizon
Commercial Energy	Modesto Irrigation District	Wellhead Electric Company
Consumer Federation of California	Morgan Stanley	Western Manufactured Housing Communities Association (WMA)
Crossborder Energy	Morrison & Foerster	eMeter Corporation
Davis Wright Tremaine LLP	New United Motor Mfg., Inc.	
	Norris & Wong Associates	