

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



December 2, 2011

**Advice Letter 3248-G/3929-E**

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

**Subject: Clean-Up of Gas and Electric Tariffs**

Dear Mr. Cherry:

Advice Letter 3248-G/3929-E is effective November 14, 2011.

Sincerely,

A handwritten signature in dark ink that reads "Edward F. Randolph".

Edward F. Randolph, Director  
Energy Division



*Pacific Gas and  
Electric Company™*

**Brian K. Cherry**  
Vice President  
Regulation and Rates

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

Fax: 415.973.6520

October 14, 2011

**Advice 3248-G/3929-E**

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject: Clean-Up of Gas and Electric Tariffs**

Pacific Gas and Electric Company ("PG&E") hereby submits for filing revisions to its gas and electric tariffs. The affected tariff sheets are listed on the enclosed Attachment 1.

**Purpose**

The purpose of this advice letter is to propose revisions to various tariffs in PG&E's tariff book in an effort to remove obsolete language and tariffs, update contact information, and update language consistent with current practices. This advice filing does not change rates or expand or restrict service to any customer.

**Tariff Revisions**

A matrix describing all tariff revisions is included as Attachment 2 to this advice letter.

**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 **November 3, 2011**, which is 20 days from the date of this filing. 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: [jjnj@cpuc.ca.gov](mailto:jjnj@cpuc.ca.gov) and [mas@cpuc.ca.gov](mailto:mas@cpuc.ca.gov)

Copies 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, Regulation and Rates  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-6520  
E-mail: PGETariffs@pge.com

### **Effective Date**

PG&E requests that this Tier 2 advice filing become effective **November 14, 2011**, 31 days after the date of filing.

### **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 and electronic approvals should be directed to e-mail PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs/>.

A handwritten signature in cursive script that reads "Brian Cherry".

Vice President – Regulation and Rates

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: Linda Tom-Martinez

Phone #: (415) 973-4612

E-mail: lmt1@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) #: **3248-G/3929-E**

**Tier: 2**

Subject of AL: **Cleanup of Gas and Electric Tariffs**

Keywords (choose from CPUC listing): Text Changes

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<sup>1</sup>: \_\_\_\_\_

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for:

Confidential information will be made available to those who have executed a nondisclosure agreement: ☐ Yes ☐ No

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: **November 14, 2011**

No. of tariff sheets: 58

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: Gas Schedule GML; Gas Rules 1, 15, 16, 17.1, 23; Gas Sample Forms 79-716, 79-937, 79-1049; Gas List of Contracts and Deviations; Electric Preliminary Statement Parts DV and FI, Electric Schedules A-10, CCA-CRS, DA-CRS, E-TMDL, EML; Electric Rules 1, 15, 22.2; Electric List of Contracts and Deviations; Electric Sample Forms 79-716, 79-771, 79-937, 79-1049, 79-1115

Service affected and changes proposed<sup>1</sup>: N/A

Pending advice letters that revise the same tariff sheets: 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 Cherry**

**Vice President, Regulation and Rates**

**77 Beale Street, Mail Code B10C**

**P.O. Box 770000**

**San Francisco, CA 94177**

**E-mail: PGETariffs@pge.com**

**ATTACHMENT 1  
Advice 3248-G**

| <b>Cal P.U.C.<br/>Sheet No.</b> | <b>Title of Sheet</b>                                                             | <b>Cancelling Cal<br/>P.U.C. Sheet No.</b> |
|---------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------|
| 29262-G                         | GAS SCHEDULE GML<br>MASTER-METERED MULTIFAMILY CARE<br>PROGRAM SERVICE<br>Sheet 1 | 29216-G                                    |
| 29263-G                         | GAS RULE NO. 1<br>DEFINITIONS<br>Sheet 10                                         | 18202-G                                    |
| 29264-G                         | GAS RULE NO. 1<br>DEFINITIONS<br>Sheet 11                                         |                                            |
| 29265-G                         | GAS RULE NO. 1<br>DEFINITIONS<br>Sheet 12                                         | 21978-G                                    |
| 29266-G                         | GAS RULE NO. 1<br>DEFINITIONS<br>Sheet 13                                         | 18204-G*                                   |
| 29267-G                         | GAS RULE NO. 1<br>DEFINITIONS<br>Sheet 14                                         | 18205-G                                    |
| 29268-G                         | GAS RULE NO. 1<br>DEFINITIONS<br>Sheet 15                                         | 21979-G                                    |
| 29269-G                         | GAS RULE NO. 1<br>DEFINITIONS<br>Sheet 16                                         | 28651-G                                    |
| 29270-G                         | GAS RULE NO. 1<br>DEFINITIONS<br>Sheet 17                                         | 28652-G                                    |
| 29271-G                         | GAS RULE NO. 15<br>GAS MAIN EXTENSIONS<br>Sheet 6                                 | 20351-G                                    |
| 29272-G                         | GAS RULE NO. 15<br>GAS MAIN EXTENSIONS<br>Sheet 7                                 | 20352-G                                    |

**ATTACHMENT 1  
Advice 3248-G**

| <b>Cal P.U.C.<br/>Sheet No.</b> | <b>Title of Sheet</b>                                                                                                              | <b>Cancelling Cal<br/>P.U.C. Sheet No.</b> |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 29273-G                         | GAS RULE NO. 16<br>GAS SERVICE EXTENSIONS<br>Sheet 11                                                                              | 18823-G                                    |
| 29274-G                         | GAS RULE NO. 17.1<br>ADJUSTMENT OF BILLS FOR BILLING ERROR<br>Sheet 3                                                              | 28658-G                                    |
| 29275-G                         | GAS RULE NO. 23<br>GAS AGGREGATION SERVICE FOR CORE<br>TRANSPORT CUSTOMERS<br>Sheet 1                                              | 24476-G                                    |
| 29276-G                         | GAS RULE NO. 23<br>GAS AGGREGATION SERVICE FOR CORE<br>TRANSPORT CUSTOMERS<br>Sheet 11                                             | 24829-G*                                   |
| 29277-G                         | GAS RULE NO. 23<br>GAS AGGREGATION SERVICE FOR CORE<br>TRANSPORT CUSTOMERS<br>Sheet 12                                             | 24830-G*                                   |
| 29278-G                         | GAS RULE NO. 23<br>GAS AGGREGATION SERVICE FOR CORE<br>TRANSPORT CUSTOMERS<br>Sheet 17                                             | 21750-G                                    |
| 29279-G                         | GAS RULE NO. 23<br>GAS AGGREGATION SERVICE FOR CORE<br>TRANSPORT CUSTOMERS<br>Sheet 18                                             | 21751-G                                    |
| 29280-G                         | Gas Sample Form No. 79-716<br>General Terms and Conditions for Gas and Electric<br>Extension and Service Construction by Applicant | 27713-G                                    |
| 29281-G                         | Gas Sample Form No. 79-937<br>Assignment Agreement                                                                                 | 13640-G                                    |
| 29282-G                         | Gas Sample Form No. 79-1049<br>Agreement to Install Applicant Requested Common<br>Special Facilities                               | 27110-G                                    |
| 29284-G                         | LIST OF CONTRACTS AND DEVIATIONS<br>(Continued)<br>Sheet 12                                                                        | 20389-G                                    |

**ATTACHMENT 1  
Advice 3248-G**

| <b>Cal P.U.C.<br/>Sheet No.</b> | <b>Title of Sheet</b>             | <b>Cancelling Cal<br/>P.U.C. Sheet No.</b> |
|---------------------------------|-----------------------------------|--------------------------------------------|
| 29285-G*                        | GAS TABLE OF CONTENTS<br>Sheet 1  | 29260-G                                    |
| 29286-G                         | GAS TABLE OF CONTENTS<br>Sheet 2  | 29261-G                                    |
| 29287-G                         | GAS TABLE OF CONTENTS<br>Sheet 6  | 29070-G                                    |
| 29288-G                         | GAS TABLE OF CONTENTS<br>Sheet 7  | 29055-G                                    |
| 29289-G                         | GAS TABLE OF CONTENTS<br>Sheet 8  | 27715-G                                    |
| 29290-G*                        | GAS TABLE OF CONTENTS<br>Sheet 11 | 28662-G                                    |



## GAS SCHEDULE GML MASTER-METERED MULTIFAMILY CARE PROGRAM SERVICE

Sheet 1

**APPLICABILITY:** This rate schedule\* applies to natural gas service to Core End-Use Customers on PG&E's Transmission and Distribution systems. To qualify, service must be master-metered for residential use in a multifamily accommodation on a single premise where the applicant qualifies for California Alternate Rates for Energy (CARE) under the eligibility and certification criteria set forth in Rules 19.1, 19.2, or 19.3; and where all of the single-family accommodations are not separately submetered in accordance with Rule 18 and where the multifamily accommodation was constructed prior to April 21, 1979. This schedule is closed to all other accounts except to residential hotels as defined in Rule 1 and residential RV parks which rent at least 50 percent of their spaces on a month-to-month basis for at least 9 months of the year to RV units used as permanent residences. (N)  
 (N)  
 (N)/(D)  
 (D)

Where gas is furnished to residential units that receive gas through a single meter to an apartment house, mobilehome park or other multi-family accommodation, where the only vented appliance is a decorative gas appliance, or the water and/or space heating is supplied by solar or cogeneration technology, the residential unit is not required to be separately metered and may receive its gas supply through a master meter. This schedule may be taken in conjunction with Schedule G-EG; however, electric generators permanently classified as Noncore End-Use Customers, per Rule 1, must procure gas from a third-party supplier, not from a Core Procurement Group, as defined in gas Rule 1.

**TERRITORY:** Schedule GML applies everywhere within PG&E's natural gas Service Territory.

**RATES:** Customers on this schedule pay a Procurement Charge and a Transportation Charge, per meter. Qualifying CARE Core End-Use Customers receive a CARE Discount, which applies to both procurement and transportation charges.

|                                                                                                                         | <u>Baseline</u>    | <u>Per Therm</u><br><u>Excess</u> |
|-------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------|
| 1. For Qualifying CARE use:                                                                                             |                    |                                   |
| <u>Procurement Charge:</u>                                                                                              | \$0.56543          | \$0.56543                         |
| <u>Transportation Charge:</u>                                                                                           | \$0.48036          | \$0.76858                         |
| <u>CARE Discounts:</u>                                                                                                  | <u>(\$0.20916)</u> | <u>(\$0.26680)</u>                |
| Total:                                                                                                                  | \$0.83663          | \$1.06721                         |
| <u>Public Purpose Program Surcharge:</u>                                                                                |                    |                                   |
| Customers served under this schedule are subject to a gas Public Purpose Program (PPP) Surcharge under Schedule G-PPPS. |                    |                                   |
| 2. For Non-Qualifying CARE use:                                                                                         |                    |                                   |
| <u>Procurement Charge:</u>                                                                                              | \$0.56543          | \$0.56543                         |
| <u>Transportation Charge:</u>                                                                                           | <u>\$0.48036</u>   | <u>\$0.76858</u>                  |
| Total:                                                                                                                  | \$1.04579          | \$1.33401                         |

PG&E's gas tariffs are available online at [www.pge.com](http://www.pge.com).

(Continued)



## GAS RULE NO. 1

### DEFINITIONS

Sheet 10

**MASTER-METERING.** Where PG&E installs one service and meter to supply more than one residence, apartment dwelling unit, mobilehome space, store, office, etc.

MAXIMUM DAILY QUANTITY (MDQ): The maximum quantity of natural gas that can be nominated daily, as specified in the Customer's Natural Gas Service Agreement or Gas Transmission Service Agreement.

**METER:** The instrument owned and maintained by PG&E that is used for measuring the natural gas delivered to the Customer.

**MIXED USE:** Existing customers with a mix of residential and non-residential uses (mixed use) will be presumed to be on an applicable rate. However, if the predominate use is demonstrated to be more than 50% of the designated billing classification (residential or non-residential), then the rate may be changed to the billing classification applicable to the predominate use if the billing classification is consistent with the local governmental entity's treatment of the Premise as residential or non-residential (e.g. commercial). For purposes of determining predominate use, all common area usage will be considered residential usage regardless of whether the customer has elected a residential or non-residential billing classification for that common area usage under PG&E's tariffs. To the extent a Residential Dwelling Unit has both gas and electric service, all of the services must be served under the same billing classification. A customer however, has the obligation to notify PG&E if the billing classification is no longer consistent with the predominant use on the meter. PG&E has no obligation to change rates until such notification is received. Rate change obligations shall be prospective only unless PG&E failed to act on a customer notification in a timely fashion. If a notification occurs and there is a failure to act on PG&E's part, then such failure to act will be treated as a billing error under Rule 17.1 1.

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Advice Letter No: 3248-G  
Decision No.

*Issued by*  
**Brian K. Cherry**  
*Vice President*  
*Regulation and Rates*

|                       |                          |
|-----------------------|--------------------------|
| <i>Date Filed</i>     | <u>October 14, 2011</u>  |
| <i>Effective</i>      | <u>November 14, 2011</u> |
| <i>Resolution No.</i> |                          |



**GAS RULE NO. 1**  
**DEFINITIONS**

Sheet 11

MOBILEHOME: A mobilehome is a structure designed for human habitation and for being moved on a street or highway under permit pursuant to the California Vehicle Code. Mobilehome also includes a manufactured home as defined in the California Health and Safety Code, but does not include a recreational vehicle or a commercial coach as defined in the California Health and Safety Code. (L)

MOBILEHOME PARK: A mobilehome park is an area of land where two or more mobilehome sites are rented, or held out for rent, to accommodate mobilehomes used for human habitation. A mobilehome park is not a recreational vehicle park.

MODIFIED FIXED VARIABLE (MFV): A rate design method which allocates all fixed costs, except return on equity and related taxes, to the demand charge. Return on equity and related taxes, and all variable costs, are allocated to the commodity charge.

MULTIFAMILY ACCOMMODATION: An apartment building, duplex, court group, residential hotel, or any other group of residential units located upon a single premises, providing these residential units meet the requirements for a residential dwelling unit. Hotels, guest or resort ranches, tourist camps, motels, auto courts, rest homes, rooming houses, boarding houses, dormitories, and trailer courts, consisting primarily of guest rooms and/or transient accommodations (L)

(Continued)



**GAS RULE NO. 1**  
**DEFINITIONS**

Sheet 12

NATURAL GAS: See Gas.

(L)

NONCORE END-USE CUSTOMER: Noncore End-Use Customers are typically large commercial, industrial, cogeneration, wholesale or electric generation Customers who meet the usage requirements for service under a noncore rate schedule and who have executed a Natural Gas Service Agreement. Electric Generation, Enhanced Oil Recovery, Cogeneration, and Refinery Customers with historical or potential annual use exceeding 250,000 therms per year or rated generation capacity of five hundred kilowatts (500 kW) or larger, are permanently classified as Noncore End-Use Customers.

NONPROFIT GROUP-LIVING FACILITY: A facility operated by a corporation that has received a letter of determination by the Internal Revenue Service that the corporation is tax-exempt due to its nonprofit status under IRS Code Section 501©(3). The facility must be one of the following:

1. A homeless shelter with 10 or more beds and open at least 180 days per year;
2. Transitional housing, such as a half-way house or drug rehabilitation facility;
3. Short- or long-term care facility, such as a hospice, nursing home, seniors' home, or children's home; or
4. A group home for physically or mentally disabled persons.

With the exception of homeless shelters, the nonprofit group-living facility must provide services such as meals or rehabilitation in addition to lodging. All of the residents of the facility must meet the CARE eligibility standard for a single-person household. At least 70 percent of the gas supplied to the facility's premises must be used for residential purposes, and the facility must be licensed by the appropriate state agency, with the exception of homeless shelters which must have the appropriate municipal or county conditional use permits.

Facilities such as student housing/dormitories are excluded. For complete eligibility requirements see Rule 19.2.

OFF-SYSTEM DELIVERY POINT(S): Any interconnection for delivery outside of PG&E's service territory.

(L)

(Continued)



**GAS RULE NO. 1**  
**DEFINITIONS**

Sheet 13

OFFER EVALUATION: PG&E will contract for service during Open Seasons and on an on-going basis, as intrastate transmission capacity remains available. PG&E's acceptance of offers to purchase intrastate transmission capacity will be subject to PG&E's willingness to accept negotiable terms or, if requests exceed intrastate transmission capacity during an Open Season, by ranking offers based on the highest economic value available to PG&E, for each individual product, during the specific Open Season period. Before each Open Season, PG&E will specifically define the criteria for evaluating offers in its promotional materials.

(L)

ON-SYSTEM DELIVERY POINT: An on-system delivery point is defined as any point at which deliveries are made to, or for ultimate delivery to, PG&E's Local Transmission and Distribution system, PG&E's Market Center Citygate location, PG&E's storage facilities, or a third party's storage facilities located in PG&E's service territory.

ON-SYSTEM STORAGE FACILITY: An entity, acknowledged by the CPUC as providing storage services within California, which is physically connected to the PG&E pipeline transmission or distribution system with facilities dedicated to the transmission, injection and withdrawal of gas supply, and which also has an interconnection and a storage operating agreement with PG&E or which is owned by PG&E.

OPEN SEASON: An Open Season is the process used to advertise and take applications for services to the market.

OPTIONAL RATE SCHEDULES: CPUC approved rate schedules for a customer class from which any customer in that class may choose. Optional rate schedules do not include experimental schedules or schedules available at the sole option of PG&E.

PERMANENT SERVICE: Service which, in the opinion of PG&E, is of a permanent and established character. This may be continuous, intermittent, or seasonal in nature.

PERSON: Any individual, partnership, corporation, public agency, or other organization operating as a single entity.

(L)

(Continued)

## GAS RULE NO. 1

### DEFINITIONS

Sheet 14

**PRESSURE RECORDING DEVICE:** A mechanical or electronic device that automatically records gas pressure on a storage medium.

PUBLIC UTILITIES COMMISSION: The Public Utilities Commission of the State of California.

**QUALIFIED CONTRACTOR/SUBCONTRACTOR (QC/S):** An applicant's contractor or subcontractor who:

1. Is licensed in California for the appropriate type of work such as, but not limited to, gas and general;
2. Employs workmen properly certified for specific required skills such as, but not limited to, plastic fusion and welding. Workmen shall be properly qualified; and
3. Complies with applicable laws such as, but not limited to, Equal Opportunity Regulations, OSHA, and EPA.

**RATE SCHEDULE:** One or more tariff sheet(s) setting forth the charges and conditions for a particular class or type of service in a given area or location. A Rate Schedule includes all the wording on the applicable tariff sheet(s), such as schedule number, title, class of service, applicability, territory, rates, conditions, and references to rules.

RECEIPT POINT(S): The place(s) where Customer delivers, or has delivered on its behalf, natural gas into the PG&E pipeline system.

(Continued)



**GAS RULE NO. 1**  
**DEFINITIONS**

Sheet 15

RECREATIONAL VEHICLE: A recreational vehicle (RV), as defined in the California Health and Safety Code, is a motor home, slide-in camper, park trailer, or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy. (L)

RECREATIONAL VEHICLE PARK: A recreational vehicle (RV) park is an area or tract of land or a separate designated section within a mobile home park where one or more lots are occupied by owners or users of recreational vehicles. (L)

REFINERY: (1) Establishments primarily engaged in producing gasoline, kerosene, distillate fuel oils, residual fuel oils, and lubricants, through fractionation or straight distillation of crude oil, redistillation of unfinished petroleum derivatives, cracking or other processes. Establishments of this industry also produce aliphatic and aromatic chemicals as byproducts; and (2) Establishments primarily engaged in hydrogen manufacturing for sale in compressed liquid, and solid forms. (L)

REQUIREMENT: A Customer's requirement for any period is the sum of the Customer's metered gas use and the customer's curtailed deliveries, expressed in therms. (L)

RESIDENTIAL CUSTOMER: Class of customers whose dwellings are single-family units, multi-family units, mobilehomes or other similar living establishments (see "Residential Dwelling Unit" and "Residential Hotel"). A customer who meets the definition of a Residential Customer will be served under a residential rate schedule if 50% or more of the annual energy use on the meter is for residential end-uses. (See "Mixed Use") (N)

RESIDENTIAL DWELLING UNIT: A group of rooms, such as a house, a flat, or an apartment which provides complete family living facilities in which the occupant(s) normally cooks meals, eats, sleeps, and carries on the household operations incidental to domestic life. (L)

RESIDENTIAL HOTEL: A hotel establishment which provides lodging as a primary or permanent residence and has at least 50 percent of the units or rooms leased for a minimum period of one month and said units are occupied for nine months of the year. Residential hotels do not include establishments such as guest or resort hotels, resort motels or resort ranches, tourist camps, recreational vehicle parks, half-way houses, rooming houses, boarding houses, dormitories, rest homes, military barracks, or a house, apartment, flat or any residential unit which is used as a residence by a single family or group of persons. (L)

RULES: Tariff sheets which cover the application of all rates, charges, and services, when such applicability is not set forth in and is a part of the rate schedules. (L)

(Continued)



**GAS RULE NO. 1**  
**DEFINITIONS**

Sheet 16

**SCHEDULED METER READING DATE:** The date PG&E has scheduled a Customer's meter to be read for the purposes of ending the current billing cycle and beginning a new one. PG&E's meter reading schedule is published annually, but is subject to periodic change.

(L)

**SERVICE PIPE:** All pipe, valves, and fittings from and including the connection at the main, up to and including the stop-cock on the riser.

**SERVICE-PIPE EXTENSION:** Extension of a Service Pipe as defined above, in accordance with the service-extension rules.

**SHRINKAGE:** The amount of gas used by PG&E's Gas Department and the lost and unaccounted for supply, both of which are a function of moving gas for a Customer.

**SMALL BUSINESS CUSTOMER:** A non-residential Customer with annual gas usage of 10,000 therms, or less, per meter during the most recent 12 month period, or who meets the definition of a "micro-business" under California Government Code 14837. This definition does not include non-residential Customers who are on a fixed usage or unmetered usage rate schedule.

**SMARTMETER™:** Trademark used by PG&E with permission of trademark owner for use in conjunction with PG&E's Advanced Metering Infrastructure (AMI) project (approved by the Commission in D.06-07-027) and in conjunction with the marketing of any or all related goods and services of PG&E associated with AMI.

**STANDARD ATMOSPHERIC PRESSURE:** A pressure of 14.73 pounds per square inch absolute (psia).

**STANDARD CUBIC FOOT OF GAS:** The quantity of gas that occupies one cubic foot at standard temperature under standard atmospheric pressure and is free of water vapor (dry), unless otherwise specified.

**STANDARD TEMPERATURE:** 60 degrees Fahrenheit, based on the international temperature scale.

**STORAGE INJECTION:** Quantities of gas delivered into storage facilities for later use by Customers.

**STORAGE WITHDRAWAL:** Quantities of gas delivered from storage facilities for use by Customers.

**STRAIGHT FIXED VARIABLE (SFV):** A rate design method which allocates all fixed costs to the demand charge and all variable costs to the commodity, or usage, component.

(L)

(Continued)



**GAS RULE NO. 1**  
**DEFINITIONS**

Sheet 17

**STUB SERVICE:** A lateral pipe, including valves and fittings, from and including the connection at the main to a dead end near the curb or property line of the street in which the main is located.

(L)

**SUBMETERING:** Where the master-metered customer installs, owns, maintains, and reads the meters for billing the tenants in accordance with Rule 18.

**TARIFF SCHEDULES:** The entire body of effective rates, rentals, charges, and rules, collectively, of PG&E, including title page, preliminary statement, rate schedules, rules, sample forms, service area maps, and list of contracts and deviations.

**TARIFF SHEET:** An individual sheet of PG&E's tariffs.

**TEMPORARY SERVICE:** Service for enterprises or activities which are temporary in character or where it is known in advance that service will be of limited duration. Service which, in the opinion of PG&E, is for operations of a speculative character of which the permanence has not been established is also considered temporary service.

**TRACT OR SUBDIVISION:** An area for family dwellings which may be identified by filed subdivision plans or as an area in which a group of dwellings may be constructed about the same time, either by a large scale builder or by several builders working on a coordinated basis.

**TRANSMISSION SYSTEM:** The Transmission System is PG&E's backbone and local gas transmission lines, including gathering and Stanpac lines.

**UTILITY:** Pacific Gas and Electric Company (PG&E).

**UTILITY USERS TAX:** A tax imposed by local governments on PG&E's customers. PG&E is required to bill customers within the city or county for the taxes due, collect the taxes from customers, and then pay the taxes to the city or county. The tax is calculated as a percentage of the charges billed by PG&E for energy use.

**WHOLESALE/RESALE CUSTOMER:** A Customer who takes service under gas Schedule G-WSL—Gas Transportation Service to Wholesale/Resale Customers, which applies to the transportation of natural gas for resale.

(L)





**GAS RULE NO. 15**  
**GAS MAIN EXTENSIONS**

Sheet 6

**D. CONTRIBUTIONS OR ADVANCES BY APPLICANT (Cont'd.)**

4. **POSTPONEMENT.** At PG&E's option, the payment of that portion of such an advance that PG&E estimates would be refunded within six (6) months under provisions of this rule may be postponed for six (6) months if: (1) PG&E is provided evidence the construction will proceed promptly and financing is adequate; (2) Applicant has submitted evidence of building permits(s) or fully executed home purchase contract(s) or lease agreement(s); or (3) where there is equivalent evidence of occupancy or gas usage satisfactory to PG&E; and (4) Applicant agrees in writing to pay at the end of six (6) months all amounts not previously Advanced.
5. **TAX.** All Contributions and Advances by Applicant are taxable and shall include an Income Tax Component Contribution (ITCC) at the rate provided in PG&E's Preliminary Statement. ITCC Tax will be either refundable or non-refundable in accordance with the corresponding Contribution.
6. **REFUNDABLE AND NON-REFUNDABLE AMOUNTS.** Applicant shall advance or contribute, before the start of PG&E's construction, the following:
  - a. **REFUNDABLE AMOUNT.** Applicant's refundable amount is the portion of PG&E's total estimated installed cost, including taxes, to complete the Distribution Main Extension (including distribution regulators, PG&E's estimated value of the Distribution Trenching, and any non-residential service facilities, and excluding Betterment), that exceeds the amount of the Distribution Main Extension allowance determined in Section C; or,
  - b. **NON-REFUNDABLE DISCOUNT OPTION.** In lieu of contributing the refundable amount determined in Section D.6.a, Applicant has the option of contributing, on a non-refundable basis, fifty percent (50%) of such refundable amount, plus (T)
  - c. **OTHER NON-REFUNDABLE AMOUNTS.** Applicant's non-refundable amount is PG&E's estimated value of the Substructures, Protective Structures, required by PG&E for the Distribution Main Extension under Section B.1.
7. **JOINT APPLICANTS.** The total Contribution or Advance from a group of Applicants will be apportioned among the members of the group in such manner as they may mutually agree.

(Continued)



**GAS RULE NO. 15**  
**GAS MAIN EXTENSIONS**

Sheet 7

**D. CONTRIBUTIONS OR ADVANCES BY APPLICANT (Cont'd.)**

**8. PAYMENT ADJUSTMENTS.**

- a. **CONTRACT COMPLIANCE.** If, after six (6) months following the date PG&E is first ready to serve residential loads for which allowances were granted (one (1) year for non-residential loads), Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay PG&E an additional Contribution or Advance, based on the allowances for the revenues actually generated.
- b. **EXCESS FACILITIES.** If the loads provided by Applicant(s) result in PG&E installing facilities which are in excess of those needed to serve the actual loads, and PG&E elects to reduce such excess facilities, Applicant shall pay PG&E its estimated total cost to remove, abandon, or replace its excess facilities, less the estimated salvage value of any removed facilities.

**E. REFUND BASIS**

1. **GENERAL.** Refunds are based on the allowances and conditions in effect at the time the contract is signed. Residential Allowances: the allowance in excess of that needed for the Residential Service Extension in accordance with Rule 16 will be applied to the Distribution Main Extension to which the Service Extension is connected. Non-Residential Allowances: the allowances for non-residential applicants will be applied to the combined refundable cost of the Distribution and Service Extension.
2. **TOTAL REFUNDABLE AMOUNT.** The total amount subject to refund is the sum of the refundable amounts made under Section D.7.
3. **REFUND PERIOD.** The total refundable amount is subject to refund for a period of ten (10) years after the Distribution Main Extension is first ready for service.
4. **RESIDENTIAL.** Refunds will be made on the basis of a new customer's Permanent Load which produces additional revenues to PG&E. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund represents that portion of the Distribution Main Extension cost not supported by revenues. (See Section E.11 for series refund provisions.)
5. **NON-RESIDENTIAL.** PG&E shall be responsible for reviewing Applicant's actual base annual revenue for the first three (3) years from the date PG&E is first ready to serve. Applicant shall be responsible for notifying PG&E if new, permanent load is added from the fourth (4th) through the tenth (10th) year from the date first ready to serve. Such review shall determine if the additional revenue supports any refunds to the Applicant. (See Section E.11 for series refund provisions.)

(T)

(Continued)



**GAS RULE NO. 16**  
**GAS SERVICE EXTENSIONS**

Sheet 11

**E. ALLOWANCES AND PAYMENTS BY APPLICANT**

1. **RESIDENTIAL ALLOWANCES.** The allowance for Distribution Main Extensions, Service Extensions, or combination thereof, for Permanent Residential Service is determined by PG&E in accordance with the provisions of Rule 15 Section C. The allowance will first be applied to the Service Facilities. Any excess allowance will be applied to the Distribution Main Extension, to which the service is connected, in accordance with Rule 15.
  
2. **NON-RESIDENTIAL ALLOWANCES.** For non-residential Service Extension Applicants the value of such items as connection fittings, service pipe, valves, regulators, and metering equipment, (but not including such items defined as Applicant responsibility as listed in Section D) will be treated in accordance with the allowance and refund provisions of Rule 15. (N)  
(N)
  
3. **SEASONAL, INTERMITTENT, EMERGENCY AND INSIGNIFICANT LOADS.** When Applicant requests service that requires an extension to serve loads that are seasonal or intermittent, the allowances for such loads shall be determined by using the formula in Section C of Rule 15. No allowance will be provided where service is used only for emergency purposes, or for insignificant loads. (T)
  
4. **PAYMENTS.** Applicant is responsible to pay PG&E the following non-refundable costs, as applicable under this rule and in advance of PG&E commencing its work:
  - a. **EXCESS SERVICE FACILITIES.** PG&E estimated installed cost, including appurtenant facilities such as fittings, valves, service pipe, service regulators, and metering equipment, etc., in excess of the allowance.

(Continued)



**GAS RULE NO. 17.1**  
**ADJUSTMENT OF BILLS FOR BILLING ERROR**

Sheet 3

**B. ADJUSTMENT OF BILLS FOR BILLING ERROR (Cont'd.)**

**2. BILLING ERROR RESULTING IN UNDERCHARGES TO THE CUSTOMER**

**a. RESIDENTIAL SERVICE**

If a residential service is found to have been undercharged due to a billing error, PG&E may bill the Customer for the amount of the undercharge for a period of three months. However, if it is known that the period of billing error was less than three months, the undercharge will be calculated for only those months during which the billing error occurred.

(L)  
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 (L)

**b. NONRESIDENTIAL SERVICE**

If a nonresidential service is found to have been undercharged due to a billing error, PG&E may bill the Customer for the amount of the undercharge for a period of three years. However, if it is known that the period of billing error was less than three years, the undercharge will be calculated for only those months during which the billing error occurred.

- i. bill the Customer for the amount of the undercharge for a period of three months if the Customer is a Small Business Customer, as defined in Rule 1; or
- ii. bill the Customer for the amount of the undercharge for a period of three years if the Customer is not a Small Business Customer, as defined in Rule 1.

A customer who qualified as a Small Business Customer based upon annual usage under Rule 1 during the period of the billing error, but exceeds the annual maximum usage as a result of applying the three-month back-billing to calculate annual usage shall be treated as a Small Business Customer under the Section B.2.b.i, above, for any undercharges.

However, if it is known that the period of billing error was less than three months or three years, as applicable, the undercharge will be calculated for only those months during which the billing error occurred.



**GAS RULE NO. 23**  
**GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS**

Sheet 1

**A. GENERAL**

This Rule applies to Core Transport Agents (CTA) providing gas aggregation service to Customers in a Core Transport Group(s) (Group) in accordance with the provisions of Schedule G-CT—Core Gas Aggregation Service, and the Core Gas Aggregation Service Agreement (CTA Agreement) (Form 79-845). To provide gas aggregation service, the CTA shall meet credit requirements set forth herein.

**B. ESTABLISHMENT OF CREDIT**

**1. APPLICATION FOR CREDIT**

The CTA shall complete and submit a California Gas Transmission Credit Application (Credit Application) (Form No. 79-868) to PG&E on an annual basis or whenever the Daily Contract Quantity (DCQ) for the Customers in the Group increases by 25,000 therms per day or more. The DCQ for the Group is the Annual Contract Quantity, as specified in Schedule G-CT, divided by 365. The Group DCQ will be the basis for evaluating the CTA's secured or unsecured credit limit, as set forth herein. (T)

In the event the CTA accepts a storage allocation pursuant to Schedule G-CT, the CTA shall be subject to applicable storage credit requirements as set forth in gas Rule 25.

A creditworthiness evaluation may be conducted by an outside credit analysis agency, to be determined by PG&E, with final credit approval granted by PG&E. Credit reports will remain strictly confidential between the credit analysis agency and PG&E.

To assure the continued validity of an established unsecured credit limit, the CTA shall furnish financial information satisfactory to PG&E upon PG&E's request. If PG&E determines that a financial change has or could affect adversely the CTA's creditworthiness, or if the CTA does not provide the requested financial information, PG&E may, in its discretion, terminate the CTA Agreement.

A nonrefundable credit application processing fee of \$500 may be charged to offset the cost of determining the CTA's creditworthiness.

Establishment of credit for gas transmission services (transportation, all storage including core firm storage, parking, and lending) is provided for in gas Rule 25.

(Continued)



**GAS RULE NO. 23**  
**GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS**

Sheet 11

**C. BILLING AND PAYMENT (Cont'd.)**

**1. BILLING (Cont'd.)**

**c. OPTIONAL CONSOLIDATED PG&E BILLING (Cont'd.)**

Rate Ready Consolidated PG&E Billing (Cont'd.) (T)

c) Billing Information and Inserts (Cont'd.) (T)

- ii) The CTA may request to include any information directly related to the calculation or explanation of CTA charges directly in the bill but PG&E will not include any text on the separate detail page which is not specifically related to the charges or their explanation.

2) Bill Ready Consolidated PG&E Billing (T)

Under this option, the customer's authorized CTA will send its charges to PG&E. PG&E will in turn send a consolidated bill containing both PG&E and the CTA charges, to the customer.

a) PG&E Provides Meter Data to CTA

PG&E will provide meter usage data to the CTA in an electronic format specified by PG&E.

b) CTA Bill Submission to PG&E

- i) The CTA will submit the necessary billing information to PG&E within the times specified by PG&E and in the electronic format specified by PG&E to allow PG&E to bill each service account. The CTA submission(s) will not include any message except billing and rate information.

c) Bill Presentation and Delivery by PG&E

- i) PG&E will calculate PG&E's charges and send the bill either by mail or electronic means to the customer. PG&E will include CTA charges on the bill. PG&E is not responsible for computing or determining the accuracy of the CTA charges on the bill.

(Continued)



**GAS RULE NO. 23**  
**GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS**

Sheet 12

**C. BILLING AND PAYMENT (Cont'd.)**

**1. BILLING (Cont'd.)**

**c. OPTIONAL CONSOLIDATED PG&E BILLING (Cont'd.)**

**2) Bill Ready Consolidated PG&E Billing (Cont'd.)**

(T)

**c) Bill Presentation and Delivery by PG&E (Cont'd.)**

- ii) PG&E will process customer payments and transfer amounts paid toward CTA charges to the CTA when the payments are received and as specified for in the rate ready options.

**d) Timing Requirements**

- i) Bills under this option generally will be rendered once a month. Nothing contained in this Section shall limit PG&E's ability to render bills more frequently consistent with PG&E's existing practices. However, CTA charges will only need to be calculated based on monthly billing periods.
- ii) Except as provided in Paragraph d.i. above, or if CTA charges are received too late for inclusion on the PG&E bills, PG&E will require that CTA and PG&E charges be based on the same billing period data to avoid any confusion concerning these charges.
- iii) CTA charges must be received by PG&E within two days of PG&E's having provided the meter usage data (or later if allowed by PG&E). If billing charges have not been received from the CTA by this time, PG&E will render the bill for PG&E charges only, without CTA charges. The CTA must wait until the next billing cycle, or send a separate bill to the customer for CTA charges.

**3) Adjustments for Meter Error, Billing Error or Unauthorized Use**

- a) Adjustments for Meter Error are specified in gas Rule 17; Adjustments for Billing Error are specified in gas Rule 17.1; Adjustments of Bills for Unauthorized Use are specified in gas Rule 17.2.
- b) CTA charges will be adjusted in accordance with gas Rules 17, 17.1 and 17.2.

(Continued)



**GAS RULE NO. 23**  
 GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS

Sheet 17

**C. BILLING AND PAYMENT (Cont'd.)**

**3. NOTICES**

- a. If a bill rendered to the CTA for PG&E transportation service provided to the Customer remains unpaid after fifteen (15) days, PG&E will issue to the CTA a 7-day notice of nonpayment to the CTA, with a copy to the Customer. If the bill continues to be unpaid, PG&E will issue a 24-hour notice of nonpayment to the CTA with a copy to the Customer. If the bill remains unpaid, PG&E may immediately terminate the CTA Agreement without further notice. If PG&E issues the 24-hour notice, PG&E will also: (1) discontinue the billing arrangement that permits the CTA to collect PG&E transportation charges from the Customer; (2) bill the CTA for the unpaid Customer transportation charges; and (3) send all subsequent Customer transportation charges directly to the Customer.
- b. If a bill rendered to the CTA for charges under Schedules G-BAL, G-CFS, G-ESP and/or Rule 14 remains unpaid fifteen (15) days after transmittal, PG&E will issue a 7-day notice of nonpayment to the CTA. The CTA shall remain responsible for all charges incurred, including any such charges incurred after the termination becomes effective.

**4. LATE PAYMENT**

(T)

If the CTA does not pay any bills rendered to the CTA by PG&E within fifteen (15) days after transmittal, then:

- a. payment is considered late;
- b. the CTA may not add Customer or increase the Group DCQ until past due amounts, including all late charges, are paid; and
- c. the CTA may not trade, sell or withdraw any gas in storage until past due amounts, including all late charges, are paid.

If a CTA pays late three (3) or more times by seven (7) days or less or pays late one (1) or more times by greater than seven (7) days in any consecutive twelve (12)-month period, then, in addition to all other remedies of PG&E resulting from such late payments (or any nonpayments), the CTA will lose any "good payment" status as defined below in Section C.5. PG&E may also require full collateral in a form specified in Section B.2 herein. If such collateral is requested and not provided by the CTA to PG&E, the CTA Agreement will be subject to immediate termination by PG&E.

(T)

(Continued)





**GAS RULE NO. 23**  
**GAS AGGREGATION SERVICE FOR CORE TRANSPORT CUSTOMERS**

Sheet 18

**C. BILLING AND PAYMENT (Cont'd.)**

**4. LATE PAYMENT (Cont'd.)** (T)

In addition, if the CTA collects PG&E transportation charges from Customers, the CTA must establish an escrow agreement/account with a financial institution acceptable to PG&E, in a form acceptable to PG&E, and must grant PG&E a first priority security interest in all proceeds and accounts receivable in escrow. The escrow account must permit a third party, acceptable to PG&E, to receive accounts receivable and pay accounts payable on behalf of the CTA. The third party will keep a record of all payments made by each Customer and payments to the third party.

**5. GOOD PAYMENT HISTORY** (T)

In order to establish a good payment history, the CTA must pay each bill in full within fifteen (15) days after transmittal. The CTA's CWR will be reduced by two (2) percent for every twelve (12) consecutive months of good payment history. This calculation will be retroactive to the date of first participation by the CTA in the Core Transportation Program. Three (3) or more late payments of seven (7) days or less, or one or more late payments of greater than seven (7) days during any contiguous twelve (12)-month period will cause the CTA to lose its "good payment" status and obligate the CTA to reestablish full creditworthiness requirements.

If at any time, under the provisions of this rule, PG&E does not receive the requested financial information or determines that there has been a detrimental change in the financial condition of the CTA, PG&E, at its sole discretion, may reestablish the original creditworthiness requirements for that CTA or may change the existing creditworthiness requirements.

**6. TERMINATION OF SERVICE DUE TO NONPAYMENT** (T)

If a payment is not received within seven (7) days of the issuance of a past due notice, the CTA Agreement will be subject to termination by PG&E. In addition, if PG&E receives notification that the CTA is closing its business, the CTA Agreement will be terminated immediately and all of the CTA's rights to conduct business with PG&E thereunder may be terminated, unless the CTA demonstrates its ability to fulfill its financial obligations to PG&E pending business closure.

PG&E may terminate any CTA Agreement for the CTA's failure to pay the interstate pipeline for the full cost of the CTA's assigned capacity.

(Continued)



**Pacific Gas and Electric Company**  
San Francisco, California  
U 39

Revised  
Cancelling Revised

Cal. P.U.C. Sheet No.  
Cal. P.U.C. Sheet No.

29280-G  
27713-G

**Gas Sample Form No. 79-716**  
General Terms and Conditions for Gas and Electric Extension and Service  
Construction by Applicant

**Please Refer to Attached**  
Sample Form

Advice Letter No: 3248-G  
Decision No.

Issued by  
**Brian K. Cherry**  
Vice President  
Regulation and Rates

Date Filed October 14, 2011  
Effective November 14, 2011  
Resolution No. \_\_\_\_\_



Pacific Gas & Electric Company

REFERENCES:

**\*GENERAL TERMS AND CONDITIONS  
FOR GAS AND ELECTRIC EXTENSION AND  
SERVICE CONSTRUCTION BY APPLICANT**

**SUBMITTED TO APPLICANT BY:**

**GENERAL TERMS AND CONDITIONS  
FOR GAS AND ELECTRIC EXTENSION AND SERVICE  
CONSTRUCTION BY APPLICANT**

**GENERAL TERMS AND CONDITIONS  
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**GENERAL TERMS AND CONDITIONS  
FOR GAS AND ELECTRIC EXTENSION AND SERVICE  
CONSTRUCTION BY APPLICANT**

**A. APPLICABILITY**

These general terms and conditions apply where the Applicant proposes to install new gas or electric facilities for new business utility service under the provisions of the Gas and Electric Rules as filed with the California Public Utilities Commission.

The attached specific terms and conditions and applicable Drawings shall supplement these general terms and conditions. The Applicant shall ensure that their selected Contractors and Subcontractors conform to all PG&E requirements as stated in the applicable rules, these general terms and conditions, the supplemental specific terms and conditions and all applicable Drawings.

**B. DEFINITIONS**

The following words and their definitions are provided for uniformity and clarity between PG&E, the Applicant and the Applicant's Contractor or Subcontractors.

1. Agreement: This term includes, but is not limited to, the project specific Agreement, these general terms and conditions, specific conditions, standard Drawings, construction Drawings, appendices and any associated bonds, together with any other written documentation between PG&E and the Applicant (including CPUC authorized tariffs specifically incorporated therein by direct reference or otherwise).
2. Applicant: The developer or party entering into an Agreement with PG&E for the installation of gas or electric facilities.
3. Applicant's Statement of Costs: Form # 79-1003. A statement of Applicant's Contract Anticipated Costs supplied by the Applicant and verified under penalty of perjury by Applicant. These costs shall be used by PG&E as the exclusive determinant of Applicant's refundable costs for the work normally provided by PG&E, as specified in Gas & Electric Rules 15.G.1.b, to determine the lower of PG&E's or Applicant's costs, which will be subject to the allowances and refund provisions of Gas and Electric Rules 15 & 16
4. As-Built: A required Drawing by Applicant clearly showing all installed facilities prepared upon completion of project. This may include, but is not limited to the distribution and service facilities installed.
5. Authorization Joint Trench Construction (Form B): A billing breakdown prepared at the Applicant's expense by either the Applicant or PG&E in conjunction with the Composite Drawings for the various trench occupants by footage. See Exhibit I for sample Form B.
6. Change Order: Authorization to add, delete or change Work. PG&E's Change Order form provides a description of additional Work and authorization to perform or delete such Work as agreed to by Applicant and PG&E. See Exhibit III for sample Change Order.
7. Composite: A Drawing prepared at Applicant's expense by either the Applicant or PG&E (if PG&E agrees and labor is available). This Drawing delineates by measurement, the trench route and location from adjacent property lines or fixed objects, the size for each trench section (width, depth and length), the location and size of all substructures and the various cross-sectional Trench Configurations, showing size and number of buried facilities for each trench occupant.

8. Contractor: The Applicant's agent who enters into a contractual agreement with the Applicant for the installation of the specified gas or electric facilities. All obligations of the Applicant as specified in this Agreement shall also apply to the Contractor.
9. Distribution Trench: A trench to be utilized for distribution and feeder facilities that is intended to serve more than one building, customer or parcel. Such a trench may also contain gas service pipes and conduits or conductors for serving a single customer or street lights. The term distribution trench shall also include those trenches designated by the telephone utility as "Common Service Connection Trenches." A distribution trench will normally be located in a (a) private utility right-of-way and easement, (b) dedicated public utility easement or (c) other thoroughfare under permit which will be superseded by the utility franchise right.
10. Drawings:
- Standard Drawings
- Drawings prepared by PG&E depicting PG&E requirements for design, construction, operation and maintenance of its operating facilities.
- PG&E electric standard Drawings
  - PG&E gas standard Drawings
  - PG&E electric design standard Drawings
- Construction Drawings
- A Drawing(s) depicting the site specific requirements for a defined utility extension and service project.
- Composite Drawing
  - Gas and electric site construction Drawings(s) that provide a layout of proposed Work in sufficient detail to allow the Applicant to plan and perform the Work.
  - Gas Service Orders
11. Intent: Notice of Intention to Construct Underground Facilities (Form A): The Intent shall notify and advise other agencies that trench Work is proposed in a particular area, and provides an invitation to other potential occupants to share the benefits and costs of joint trench construction. See Exhibit II for sample Form A.
12. Land Rights: Any legal right of a person, corporation (utility) etc., to use another's land. Such Land Rights will usually be in the form of a: (a) private right-of-way and easement; (b) dedicated public utility easement; (c) franchise rights; or, (d) permit (license) and lease agreement.
13. Material Suppliers: Those vendors, suppliers and manufacturers who have been qualified by PG&E to supply material according to PG&E specifications.
14. PG&E: Pacific Gas & Electric Company acting through its authorized representative(s).
15. Permit: A written Agreement or license for Work, granted by the agency having authority.
16. Service Trench: A trench which extends from a distribution trench to an Applicant's building or service termination point. Such a trench may be designated as a "Separate Service Connection Trench" by telephone.
17. Subcontractor: The party or parties or another entering into a contractual agreement with the Applicant's Contractor or another Subcontractor for the installation of a portion of the specified gas or electric facilities. The obligations, where set forth in this Agreement, shall also apply to Subcontractors regardless of level or tier.

18. Superintendent: Applicant's field representative to whom PG&E and the Applicant make known decisions, instructions and interpretations. Notices given the Superintendent shall be deemed notices given to the Applicant.
19. Trench Configuration: The cross-sectional trench design specified to provide trench occupants with facility clearance and cover requirements.
20. Trench Layout: Preliminary design showing joint trench route submitted with an Intent.
21. Utilities: Agencies, public or private, which install, own, and operate utility facilities intended for general public, municipal or private use.
22. Work: All labor, materials, equipment and any other job requirements related to the attached specification and Drawings.

### C. RESPONSIBILITIES

| 1. PROJECT INITIATION AND ENGINEERING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | APPLICANT | PG&E |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| a. Applicant will submit gas and electric loads, plans and Drawings and other information as required by PG&E. Applicant must also submit an executed "Statement of Applicant's Contract Anticipated Costs," - Form # 79-1003, upon receipt of PG&E's estimated costs.                                                                                                                                                                                                                                                                                                                                                                                         | ♦         |      |
| b. PG&E shall furnish to the Applicant, in a timely manner, the following (where applicable); <ol style="list-style-type: none"> <li>1. For underground facilities, separate preliminary gas and electric engineering sketches indicating the trench design and the approximate routing of facilities. These sketches are for design purposes only and are not intended to be used for construction.</li> <li>2. For overhead facilities, site Construction Drawing(s) and specifications for the Work. The site Construction Drawings will augment the standard Drawings and specifications contained herein and are to be part of this Agreement.</li> </ol> |           | ♦    |
| c. For underground facilities, the Applicant shall contact all other potential trench occupants (telephone, cable TV, and etc.) with an Intent (Form A), to use the proposed joint utility trench. <sup>1</sup> The Intent shall include, but is not limited to, a sketch and trench/excavation cost breakdown. Cost breakdowns shall be as required on the attached Form B                                                                                                                                                                                                                                                                                    | ♦         |      |
| d. For overhead facilities, PG&E shall contact other Utilities for Intent to use the proposed overhead facilities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           | ♦    |
| e. For underground facilities, the Applicant shall provide PG&E a Composite Drawing delineating the cross-sectional facility configuration of all trench occupants and the intended size of their facilities. <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                     | ♦         |      |
| f. PG&E will review Applicant's Composite Drawings. Approval will be granted if the Composite Drawings meet all the necessary requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |           | ♦    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |      |
| 1. PROJECT INITIATION AND ENGINEERING (Continued)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | APPLICANT | PG&E |

<sup>1</sup> At Applicant's request and non-refundable expense, if PG&E has available estimating labor, PG&E may agree to prepare the Composite Drawing, coordinate the Intent process with other potential trench occupants and provide estimated trench/excavation cost breakdowns.

|                                                                                                                                                                                                                                                                                                  |  |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---|
| g. Upon receipt of the Applicant's approved Composite Drawings, PG&E shall prepare any site Construction Drawing(s) and specifications for the Work. The site Construction Drawings will augment the Standard Drawings and specifications contained herein and are to be part of this Agreement. |  | ♦ |
| h. If the Applicant elects to perform the gas service installation, it shall be PG&E's responsibility to provide "gas service orders" to the Applicant. The service orders must be returned to PG&E with As-Built correction prior to acceptance and pressurization of the gas services.         |  | ♦ |

| 2. <sup>2</sup> MATERIALS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | APPLICANT | PG&E |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| a. The Applicant shall determine the material requirements from the approved Drawings. Quantities for individual assemblies (e.g., pole structures, gas meter risers, and etc.) shall be determined from the applicable standard Drawings. The Applicant is responsible for the determination of accurate distance requirements resulting from terrain variations, electric cable slack requirements, gas line, cable termination requirements, and etc.. PG&E assumes no responsibility for the stated distance quantities and will not honor claims arising from a difference between these quantities and what is required for the Work.                                                                                                                                                                                                                          | ♦         |      |
| b. At Applicant's request and at PG&E's option, PG&E will provide a Material Summary sheet identifying the materials and quantities for the project. The material summary is intended to include most major materials and some minor materials for the job. The summary is furnished solely as a convenience for compiling a list of anticipated construction materials and does not necessarily include all materials which may ultimately be necessary for your job. Material codes, if identified, are PG&E's company assemblies that may be available from approved vendors only as individual components.<br><b>It is emphasized that applicants bear the ultimate responsibility to ensure that all materials necessary to construct their project are ordered using the APPROVED construction Drawing(s) and engineering standards furnished by PG&amp;E.</b> |           | ♦    |
| c. PG&E shall provide the Applicant a list of approved Material Suppliers for the Applicant's procurement of material.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           | ♦    |
| d. The Applicant shall only solicit material bids from the list of approved Material Suppliers. Materials acquired from vendors who are not on the approved supplier list will not be accepted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ♦         |      |

<sup>2</sup> Specific items of purchase may require in-plant inspections by PG&E prior to shipment to a job site. Any item designated within PG&E's specifications by brand name shall be as designated. Requests by the Applicant for an "approved equivalent" for such items shall be granted in writing by PG&E only if PG&E has determined that the specified material is not available. In any case, the decision of PG&E will be final. PG&E will not honor any claim arising from approvals or rejections of requests for "approved equivalent" items. Furnishing or installing, or both, of such an item shall be in accordance with the manufacturer's recommendations and specifications except as they may be modified by PG&E standards and specifications.



| 2. MATERIALS (Continued)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | APPLICANT | PG&E |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| <p>e. The Applicant shall be responsible for:</p> <ul style="list-style-type: none"> <li>(1) procurement of all materials in accordance with PG&amp;E requirements from PG&amp;E-approved Material Suppliers</li> <li>(2) material storage and security</li> <li>(3) disposal of excess materials</li> <li>(4) immediate removal from the job site of materials rejected by PG&amp;E .</li> <li>(5) Equipment with repairable defects may be repaired rather than being replaced at the discretion of the responsible PG&amp;E standards engineer. Equipment to be replaced shall be removed from the job site without undue delay.</li> </ul>                                                                                                     | ♦         |      |
| <p>f. Prior to the installation of materials, the Applicant shall provide PG&amp;E with supplier's certifications that all permanent materials to be used in the Work comply with the applicable PG&amp;E specifications and Drawings. All material shall be new and in first class condition and shall comply with the requirements of this Agreement, with the exception of equipment that is pending repair.</p> <p>If Applicant fails to provide materials in compliance with the specification and Drawings, PG&amp;E reserves the right to reject the material. Any materials that are defective or in the opinion of PG&amp;E show signs of deterioration shall be immediately removed from the job site and replaced by the Applicant.</p> | ♦         |      |
| <p>g. The Applicant is responsible for furnishing all materials<sup>3</sup> and tools<sup>4</sup> for the Work. Storage and handling of all material shall be in accordance with the applicable PG&amp;E standards or manufacturer recommendations. Storage areas shall be designated and access to these areas shall be limited to minimize damage to material. Some materials may require protected storage facilities to minimize deterioration from sunlight and weathering. Applicant shall ensure that material storage is in accordance with the above requirements. Furnishing protective storage facilities shall be the responsibility of the Applicant.</p>                                                                             | ♦         |      |
| <p>h. The Applicant shall ensure PG&amp;E access to all material storage areas or facilities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ♦         |      |

<sup>3</sup>PG&E will normally not sell materials to Applicants who chose to use their own Contractor. On rare occasions when a critical project will be delayed, PG&E may, at its option, sell material from PG&E stock to the Applicant (not to the Contractor) if **ALL** of the following criteria are met;

- (1) the Applicant has demonstrated that they have placed timely and proper material orders and they cannot obtain the material on time.
- (2) delayed delivery of the specific material will delay establishing service to PG&E customers;
- (3) the materials in PG&E stock are not dedicated nor needed for other projects or Work;
- (4) all payments including the appropriate taxes, overheads and any cost associated with the sale are collected up-front;
- (5) if PG&E trades materials with the Applicant, all PG&E costs associated with the trade are collected in advance of construction.

All sales are final. Return of sold material is not permitted.

<sup>4</sup> Under no circumstance shall PG&E loan tools, with the exception of mandrels which may be loaned to Applicants at PG&E's sole discretion.

| <b>3. PAYMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| <p>a. Applicant shall compensate PG&amp;E for the cost of</p> <ul style="list-style-type: none"> <li>(1) Agreement and document preparation</li> <li>(2) Surveys</li> <li>(3) Land rights, preparation of land right documents, and associated permits acquired by PG&amp;E.</li> <li>(4) Engineering and design specification documents including but not limited to site specific drawings, material specifications, and construction specifications documents</li> <li>(5) Construction and material inspections</li> <li>(6) PG&amp;E administrative charges associated with the Work</li> <li>(7) Specific or special contractual requirements (E.g. Special facilities installations or engineering work to permit the Applicant to solicit competitive bids for the installation of the proposed gas, electric underground and electric overhead facilities.</li> <li>(8) PG&amp;E's labor and material costs necessary to complete the installation.</li> </ul> <p>These costs shall be paid by the Applicant prior to construction. The refundable costs for Applicant installed work that is PG&amp;E's responsibility will be based on the lower of the Applicant's Contract Anticipated Costs or PG&amp;E's estimated refundable costs. All other refundable and non-refundable costs will be based on PG&amp;E's estimated costs.</p> | ♦                |                 |
| <p>b. PG&amp;E refund and reimbursement payments for Work performed by the Applicant and accepted by PG&amp;E are subject to the applicable extension and service rule allowances. Payments will be based on the lower of the Applicant's Contract Anticipated Costs or PG&amp;E's estimated costs. PG&amp;E will not refund or reimburse the Applicant for any special charges for non-standard activities performed or facilities installed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  | ♦               |

| <b>4. PERMITS, LICENSES AND SPECIAL INSPECTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| <p>a. The Applicant is fully responsible for obtaining all necessary Permits and licenses for moving all construction equipment, tools, supplies, materials and people across railroads and highways, across public or private lands and along public and private roads. Applicant is responsible for obtaining such licenses and Permits as are necessary for it to operate and do business in any of the counties, towns, etc., in performance of the Work.</p> | ♦                |                 |
| <p>b. Applicant shall, without cost to PG&amp;E, obtain all required Permits, serve notices, arrange for inspection and pay fees and deposits. Work shall comply with the applicable governmental rules, regulation and ordinances.</p>                                                                                                                                                                                                                           | ♦                |                 |
| <p>c. The Applicant shall be responsible for obtaining excavation Permits in accordance with Section 341 of Chapter 3.2, Group II, Title 8, California Administrative Code for "construction of trenches which are 5 feet deep or deeper and into which a person is required to descend."</p>                                                                                                                                                                     | ♦                |                 |
| <p>d. Should special supervision or inspection of construction activities be required by any grantor or permittor, as a condition of the Permit or grant of occupation, Applicant shall be responsible to pay all costs of such supervision and inspection.</p>                                                                                                                                                                                                   | ♦                |                 |

| 5. <sup>5</sup> CONSTRUCTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | APPLICANT | PG&E |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| <p>a. The Applicant shall only solicit installation bids from qualified Contractor/ Subcontractors who shall:</p> <ol style="list-style-type: none"> <li>(1) Be licensed in California for the appropriate type of work (electrical, general, etc.)</li> <li>(2) Employ workers properly certified for specific skills, required (plastic fusion, welding, etc.). Electric workers shall be properly qualified (Qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2).</li> <li>(3) Comply with applicable laws (Equal Opportunity Regulations, OSHA, EPA, etc.).</li> </ol> <p>Further, an Applicant who intends to employ a Qualified Contractor/ Subcontractor should consider whether the Qualified Contractor/Subcontractor:</p> <ol style="list-style-type: none"> <li>(1) Is technically competent</li> <li>(2) Has access to proper equipment</li> <li>(3) Demonstrates financial responsibility commensurate with the scope of the contract.</li> <li>(4) Has adequate insurance coverage (Workers' Compensation and Employer Liability, Commercial General Liability, and Business Auto.</li> <li>(5) Is able to furnish surety bond for performance of the contract, if required.</li> </ol> | ♦         |      |
| <p>b. Applicant and their Contractors and Subcontractors shall use only PG&amp;E-approved construction Drawings for construction purposes. Construction from unauthorized or preliminary Drawings is not permitted. The Applicant shall assume full responsibility for errors, omissions or changes if the project is constructed from preliminary Drawings or from non-PG&amp;E approved construction Drawings.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ♦         |      |
| <p>c. Applicant shall require the Superintendent to be in charge of the worksite, to supervise the Contractor and Subcontractor Work, to exercise control as may be require and to be available to PG&amp;E at the time when Work is being performed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ♦         |      |
| <p>d. Applicant shall prepare and update as necessary a construction schedule to specify the starting dates and duration of the trenching, installation, backfill and clean up Work anticipated for the new gas and electric facilities. The schedule for other occupants of a joint trench, if any, shall also be indicated.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ♦         |      |
| <p>e. The Applicant shall be responsible both for arrangement of a pre-construction meeting for all pole line or trench occupants and coordination of all field installation of other joint pole and joint trench occupant's facilities. The pre-construction meeting should be held a minimum of ten working days prior to commencement of Work.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ♦         |      |
| <p>f. Applicant is to coordinate the installation of other Utilities, e.g., telephone, cable TV , to minimize costs to each party.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ♦         |      |

<sup>5</sup> PG&E shall not honor any claims arising from the Applicant's required adherence to Work practices and safety precautions dictated by PG&E's established safety rules.

| 5. CONSTRUCTION (Continued)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | APPLICANT | PG&E |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| g. The Applicant shall schedule the Work to avoid any standby of PG&E personnel. PG&E shall have the right to approve the schedule. If PG&E's Work becomes delayed after mobilization by PG&E, the Applicant shall be liable for the cost of such delays (e.g., "move on", "move off" or standby time).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ♦         |      |
| h. On final walk-thru and before energization or pressurization, the Applicant shall tag the electrical distribution, electrical services and gas services with the letters "AIF" and the anticipated expiration date of the material warranty. Identification shall be by affixing an orange plastic tag to the electrical wire in each primary and secondary enclosure, to the wires in the electrical service panels and to the gas service risers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ♦         |      |
| <p>i. Applicant shall plan and conduct the Work to safeguard persons and property from injury. Applicant shall direct the performance of the Work in compliance with reasonable Work practices and with applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards and Orders" promulgated by the US Secretary of Labor and the California Division of Occupational Safety and Health (Cal-OSHA).</p> <p>Work in areas adjacent to electrically energized facilities or operating natural gas facilities shall be performed in accordance with Cal-OSHA, established safety rules and as may be directed by PG&amp;E.</p> <p>Before digging, Applicant shall contact, "Underground Service Alert" (USA), and abide by its rules and procedures.</p> <p>PG&amp;E may require Applicant to observe reasonable safety precautions in addition to those in use or proposed by Applicant or other agencies. <b>Neither the giving of special instructions by PG&amp;E nor the adherence thereto by Applicant shall relieve Applicant of the sole responsibility to maintain safe and efficient working conditions.</b></p> | ♦         |      |
| j. PG&E shall perform all Work involving connecting the Applicant's installed utility system to PG&E's operating facilities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           | ♦    |
| k. Applicant workmanship shall be of acceptable quality in every respect, plumb and true, and shall comply or exceed the requirements of the Specifications and Drawings. Workmanship shall be subject to inspection by PG&E. If workmanship does not comply with the Specifications and Drawings, PG&E reserves the right to not accept the Work or to suspend Work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ♦         |      |

| 6. <sup>6</sup> CHANGES AND EXTRA WORK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | APPLICANT | PG&E |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| a.: PG&E or the Applicant may require changes in the Work or in the provisions governing the Work. Increase in Work, decrease in Work or changes shall be performed only when authorized in writing by the Applicant and PG&E on PG&E's current filed and approved Change Order Form. No subsequent claim will be honored for intangible effects or time lost resulting from Work covered by a Change Order. Pricing shown in the Change Orders may be flat costs and shall include all indirect or intangible costs.                                                                                               | ♦         | ♦    |
| b. For a change in Work requested by PG&E, PG&E shall re-estimate the Work to determine the value of the incremental direct labor and material costs. This cost change will revise PG&E's prepared estimate used as the basis for payment (if any) to the Applicant in accordance with the extension and service allowances in the tariffs.                                                                                                                                                                                                                                                                         |           | ♦    |
| c. PG&E and the Applicant shall mutually agree to the value of all incremental intangible costs associated with the implementation of this change in the Work. PG&E shall have the right to review, audit and approve all documentation that supports an Applicant's basis of determining intangible incremental costs. The Applicant will be fully reimbursed for the value of these agreed upon intangible costs in accordance with These General Terms and Conditions and as identified in the appropriate tariffs.                                                                                              | ♦         | ♦    |
| d. In the event the extra Work requires additional materials, PG&E has the right to furnish certain material items that PG&E determines are in its best interest to furnish. The material to be furnished will be documented on the Change Order Form.                                                                                                                                                                                                                                                                                                                                                              |           | ♦    |
| e. For a change in the Work requested by the Applicant and agreed to by PG&E on the Change Order Form, PG&E shall re-estimate the Work to determine the value of the incremental direct labor and material costs. This cost change will revise PG&E's refundable or non-refundable payments to or from the Applicant in accordance with these General Terms and Conditions and as identified in the appropriate tariffs.<br><br>PG&E shall determine the value of additional engineering and specification preparation charges for changes in the Work. The Applicant shall be responsible for any increased costs. | ♦         | ♦    |

| 7. INSPECTION                                                                                                                                                                                                     | APPLICANT | PG&E |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| a. The Applicant agrees to a thorough and detailed inspection (100%) by PG&E of any activity undertaken by the Applicant in the performance of the obligations of this Agreement.                                 | ♦         |      |
| b. Applicant's contracts with Contractor(s) and Subcontractors will provide for PG&E's right to conduct the required inspections.                                                                                 | ♦         |      |
| c. Applicant shall pay the cost of inspection, including PG&E administrative overheads and payroll additives, per diem, transportation, etc. in accordance with the provisions of Gas & Electric Rules 15 and 16. | ♦         |      |

<sup>6</sup> In the event the number of trench occupants changes from the number originally used to determine the costs, PG&E shall have the right to reallocate the costs in accordance with PG&E's established practices. Applicant may be billed for additional charges related to these changes. Failure or neglect of PG&E to condemn or reject inferior Work or material shall not be construed as acceptance of such Work or materials.

| <b>7. INSPECTION (Continued)</b>                                                                                                                                                                                                                                                                                     | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| d. PG&E shall have free access to the Work at all times.                                                                                                                                                                                                                                                             |                  | ♦               |
| e. PG&E has the right to make field and shop inspections and material tests. See material section for additional material inspection instructions.                                                                                                                                                                   | ♦                |                 |
| f. The Applicant shall notify PG&E a minimum of two working days in advance of commencing any related Work. Every attempt will be made to meet the requested inspection window.                                                                                                                                      | ♦                |                 |
| g. PG&E will assign a representative(s) to observe and approve all Work related to the attached specifications and Drawings. PG&E shall assign additional inspectors as it deems necessary to observe and approve specific items of Work that it deems to warrant additional inspection.                             |                  | ♦               |
| h. PG&E may direct the Work in areas adjacent to electrically energized facilities or operating natural gas facilities as described in these General Terms and Conditions, Section 5f, Construction.                                                                                                                 |                  | ♦               |
| i. Applicant agrees that no Work shall be performed unless PG&E is present or the Applicant has received prior written consent from PG&E to proceed.                                                                                                                                                                 | ♦                |                 |
| j. The Applicant agrees that neither the making, nor the failure to make, inspections and tests nor the express or implied approval of the Work by PG&E shall relieve Applicant from the responsibility to complete and guarantee the Work as specified. Rejected Work shall be remedied at the Applicant's expense. | ♦                |                 |
| k. In the event that the Applicant fails to maintain the anticipated progress and the Work duration is extended beyond the original estimates, the Applicant will be liable for additional inspection and per diem costs. PG&E will not honor any claims arising from extended Work duration.                        | ♦                |                 |

| <b>8. DOCUMENTATION AND AS-BUILT DRAWINGS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| a. The Applicant shall provide documentation to warrant that the installed facilities meet or exceed the requirements of the Agreement and are installed in the proper location. In addition, the Applicant will provide one set of separate gas and electric As-Built Drawings and marked up service orders (when applicable) marked in red and signed by Applicant prior to pressurization and energization.                                                                                                                                                                                   | ♦                |                 |
| b. The Applicant shall provide the following minimum gas As-Built Drawing requirements;<br>(1) Corrected Construction Drawings marked in red and clearly showing all changes.<br>(2) Marked up Drawings showing actual locations, footage's and dimensions of the installed distribution facilities.<br>(3) Certified copies of PG&E's approved Qualification records for all welders/plastic joiners.<br>(4) Testing documents including calibration documents for testing equipment.                                                                                                           | ♦                |                 |
| c. Should the Applicant choose to perform the service completion Work, PG&E will provide gas service orders of the facilities to be installed. It shall be the Applicant's responsibility to mark-up the service orders in red, so as to clearly identify all construction changes. These service orders must show actual locations, footages and dimensions of the installed service facilities. The Applicant shall return all completed As-Built service orders to PG&E prior to pressurization or energization and no later than ten (10) working days from completion of said service Work. | ♦                | ♦               |

| <b>8. DOCUMENTATION AND AS-BUILT DRAWINGS (Continued)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| d. The Applicant shall provide the following minimum electric As-Built Drawing requirements; The corrected Construction Drawings must be marked in red and clearly show changes.<br>(1) Location, size, type and footage of installed conduit, cable and overhead conductor.<br>(2) Location, size, type and dimensions of manholes, splice boxes and equipment enclosures<br>(3) Location, size and type of poles and anchors<br>(4) Location, type and manufacturer's name plate data of equipment. | ♦                |                 |
| e. Applicant shall have all As-Built Drawings and marked up service orders verified by, approved by, and submitted to PG&E prior to pressurization and energization.                                                                                                                                                                                                                                                                                                                                  | ♦                |                 |

| <b>9. <sup>7</sup> FINAL ACCEPTANCE AND CONVEYANCE</b>                                                                                                                                                                                                                                      | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| a. Upon satisfactory completion of the Work PG&E will pressurize or energize the distribution system making the distribution system operational. Pressurization or energization will serve as PG&E's final acceptance of the Work.                                                          |                  | ♦               |
| b. Upon final acceptance, and upon PG&E's receipt of any required formal right-of-way(s), easements, leases and Permits, the Applicant shall convey to PG&E all rights, title and interest in and to all such Work and facilities in accordance with the terms and conditions of Agreement. | ♦                |                 |
| c. Guarantee and warranty periods shall commence on the date of final acceptance by PG&E.                                                                                                                                                                                                   | ♦                | ♦               |
| d. Services not completed (tied-in) upon final acceptance of the distribution system shall not be accepted with the distribution system. These services shall be accepted on the date(s) the first meter is set on the service.                                                             | ♦                | ♦               |
| e. The risk of loss or damage to the Work and materials shall remain with Applicant, Contractor and Subcontractor, until the Work is completed and accepted by PG&E.                                                                                                                        | ♦                |                 |

| <b>10. PARTIAL USE OF FACILITIES</b>                                                                                                                                                                                                                                                                                          | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| a. To provide permanent service, the Applicant, with prior written authorization of PG&E, may convey to PG&E certain portions of the underground facilities which have been completed and installed hereunder. If PG&E elects to accept by conveyance of portions of these underground facilities, the following shall apply: | ♦                | ♦               |
| b. The Applicant shall ensure that the utilization of such portions of the facilities will in no way delay completion of the entire system.                                                                                                                                                                                   | ♦                |                 |
| c. PG&E shall assume the responsibility for maintenance and operation of the portions of the facility conveyed.                                                                                                                                                                                                               |                  | ♦               |
| d. The conveyance of such sections shall in no way relieve the Applicant of liability due to use of defective materials or poor workmanship or damage by third parties.                                                                                                                                                       | ♦                |                 |

<sup>7</sup> Failure or neglect of PG&E to condemn or reject inferior Work or material shall not be construed or imply an acceptance of such Work or materials.

| <b>10. PARTIAL USE OF FACILITIES (Continued)</b>                                                                                                                                                                   | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| e. Authorization by PG&E for the partial use of facilities shall only be granted for the convenience of PG&E.                                                                                                      |                  | ♦               |
| f. Applicant must complete enough of the permanent system to minimize future hot tie-ins and Work near energized or pressurized facilities. PG&E may require completion of system sections as it deems acceptable. | ♦                |                 |

#### **D. CONTRACTORS AND SUBCONTRACTORS**

1. Each Contractor and Subcontractor shall be covered by and comply with this Agreement and shall perform the Work for which it contracts in accordance therewith. A Contractor or Subcontractor shall be responsible to Applicant. However, PG&E will have the same privileges and rights with respect to the inspection of Work as are provided for under the contract documents governing the Work of Applicant.
2. A Contractor and Subcontractor shall provide insurance of the same type and limits as required of Applicant unless otherwise authorized in writing by PG&E. PG&E shall be indemnified by the Applicant against all actions, causes of action, claims and demands whatsoever, either in law or in equity arising from the acts or omissions of any Subcontractor within the same limits as those prescribed for Applicant.
3. No Contractor or Subcontractor, regardless of its approval by PG&E, shall bind or purport to bind PG&E.

#### **E. INSURANCE**

1. Applicant shall maintain the following insurance coverage.
  - 1.1 The Applicant is also responsible for its Contractor and Subcontractor maintaining sufficient limits of the same coverage. Documentation of same coverage by Contractor or Subcontractor shall be available from Applicant upon request.
  2. **Worker's Compensation and Employers' Liability:** Worker's Compensation insurance or self insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, whether Federal or State, where Applicant, Contractor and Subcontractor performs Work.
    - 2.1. Employers' Liability insurance shall not less than \$ 1,000,000 for injury or death per accident.
  3. **Commercial General Liability:** Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
    - 3.1 The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury. If coverage is subject to a general aggregate limit, this aggregate limit shall be twice the occurrence limit.
    - 3.2. **Coverage shall:**
      - a) be "Additional Insured" endorsement add, as insured PG&E, its directors, officers, agents and employees with respect to liability arising out of Work performed by or for the Contractor;
      - b) be endorsed to specify that the Contractor's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.
  4. **Business Auto:** Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
    - 4.1. The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.
  5. **Additional Insurance Provisions:** Before commencing performance of Work, Applicant shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Applicant.



- 5.1. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.
- 5.2. PG&E uses a third party vendor, Exigis, to confirm and collect insurance documents. Certificates of insurance and endorsements shall be signed and submitted by a person authorized by that insurer to bind coverage on its behalf, and submitted through the Exigis website at: <https://prod1.exigis.com/pge> Helpline: 1 (888) 280-0178. Applicant's agent must create a log in account and register as a "service provider."

Certificate Holder  
Pacific Gas & Electric Company  
c/o Exigis  
<https://prod1.exigis.com/pge> Helpline: 1 (888) 280-0178

- 5.3. PG&E may inspect the original policies or require complete certified copies, at any time.

#### **F. INDEMNITY AND WITHHOLDING**

1. Applicant shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Applicant, Contractor or Subcontractor; injury to property of PG&E, Applicant, Contractor, Subcontractor, or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Applicant performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees.
2. Applicant acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
3. Applicant shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Applicant shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

#### **G. GUARANTEES AND EQUIPMENT WARRANTY**

1. **Guarantees:** In addition to the guarantees provided under this Agreement, or implied in fact or in law, Applicant shall leave the entire project in satisfactory working condition and shall be responsible for the repair or replacement at its expense of any part of the Work that develops defects due to faulty material or workmanship within a period of one (1) year after the date of final acceptance by PG&E. Applicant shall, at its expense repair or replace other Work, equipment or property damaged as the result of the defects, or as a result of the repairing thereof, and reimburse PG&E for any repair expenses that PG&E may incur. The warranty period for a repaired or replaced part shall be one (1) year from the date of acceptance of the repaired or replaced part.
2. **Equipment Warranty (One (1) Year):** Applicant shall warrant that equipment furnished and installed by Applicant will be of the kind and quality described in this Agreement, free of defects in workmanship, and material,

and unless otherwise specified, fit for its intended purpose. The warranty period for distribution and services accepted with the distribution system shall begin from the date the materials are accepted by PG&E and shall extend for one (1) year. The warranty period for all other services shall begin on the date the first meter is set and shall extend one (1) year. Should the equipment fail during that period, Applicant shall be liable for all cost associated with repair and replacement of the equipment in accordance with the guarantee above.

3. **Trench Guarantee (Two (2) Years Plus):** The Applicant shall also guarantee that all trench material and trench workmanship shall be satisfactory for a period of two (2) years or as specified in the permit, whichever is greater, from the date of final acceptance by PG&E. The guarantee period for services trenches not accepted with the final acceptance shall begin on the date the first meter is set and shall extend a minimum of two (2) years. During this guarantee period, the Applicant will be so notified should PG&E determine that defects due to faulty trench material or workmanship have developed.

3.1. The Applicant shall pay the cost of the repair or replacement of any part of the Work hereunder which develops defects because of faulty material or workmanship on the part of the Applicant within the two (2) year period.

3.2. Damage to any trench occupant's facilities or to third party property caused by operations of the Applicant shall be repaired or replaced by either the Applicant or PG&E at the Applicant's expense.

3.3. Where PG&E determines that it is not practicable for the Applicant to make the necessary repairs (e.g. Energized or pressurized facilities), PG&E reserves the right to make repairs or replacements at the expense of the Applicant, preserving as far as possible the available evidence of the cause of failure, defect, or damage.

#### ***H. INTERPRETATION OF THE AGREEMENT***

1. PG&E will decide upon the meaning and interpretation of the Agreement and this decision shall be binding to all parties to this Agreement.
2. It shall be the Applicant's responsibility to ensure that any proposal prepared or received by the Applicant is based on a full knowledge of all conditions that would affect the cost and conduct of the Work. The Applicant shall inform itself fully and convey to all potential Contractors the physical conditions at the Work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on the Drawings; the extent of established lines and levels; Work to be performed by PG&E or others; rules, regulations and requirements to be observed by the Applicant or its agents in the conduct of the Work.

#### ***I. CONFLICTS***

1. Should any conflict exist between the General Terms and Conditions and the specific construction specifications, the terms of the General Conditions shall prevail. In the case of differences between the construction specifications and Drawings, the construction specifications shall prevail. In the case of differences between the Construction and Standard Drawings, the Applicant shall immediately so inform PG&E. PG&E shall determine which is the applicable Drawing or portion of a Drawing.
2. Should any conflict exist between the General Terms and Conditions and any applicable state or federal laws, rules, regulations, orders or codes, the state or federal laws, rules, regulations, orders or codes shall prevail. Varying degrees of stringency between the Drawings, specific construction specification, General Terms and Conditions and applicable state and federal laws, rules, regulation orders or codes are not to be deemed conflicts and the most stringent requirements shall control.
3. Applicant shall immediately report in writing to PG&E any discrepancies, errors, or inconsistencies in the Specifications, Drawings, Agreements or laws.

4. PG&E shall not honor any claim arising from the Applicant's resolution of conflicts not in accordance with these provisions.

#### ***J. CLAIMS SETTLEMENT, DISPUTES***

1. It shall be Applicant's responsibility to inform PG&E, immediately following its occurrence or discovery, of any item or event which Applicant knows, or reasonably should know, that may result in a request for additional compensation under this Agreement. PG&E and Applicant shall endeavor to satisfactorily resolve the matter and should it not be disposed of to Applicant's satisfaction, Applicant shall, within 72 hours thereafter, deliver a written notice of claim to PG&E. Failure to so notify PG&E or failure to supply PG&E with information sufficient to evaluate Applicant's position shall foreclose consideration of any Applicant's claim based on such item or event.
2. Upon receipt of the Applicant's notice of claim, PG&E will review it, taking into account all of the information submitted by the Applicant in substantiation of its claim, and will, within a period of thirty (30) days, prepare and furnish to the Applicant, a written determination and, if appropriate, an offer of settlement thereof.
3. If the Applicant rejects PG&E's determination, the Applicant may file a notice of appeal therefrom. Any such appeal shall be in writing, shall contain all specific and substantive reasons why the Applicant deems PG&E's written determination to be unsatisfactory, and shall be submitted as soon after receipt of PG&E's written determination as is practical, but in no event more than thirty (30) days thereafter.
4. In the event any dispute between PG&E and Applicant with respect to the interpretation or performance of this Agreement cannot be satisfactorily resolved, arbitration shall be resorted to, and the arbitration shall be conducted in San Francisco, California, by the American Arbitration Association before a single arbitrator in accordance with the rules of said association for the construction industry. In such proceedings, the parties shall have the right to utilize depositions as provided in Section 1283 and 1283.05 of California Code of Civil Procedure. The award of the sole arbitrator shall be conclusive and binding upon the parties, subject to the provisions of the California Code of Civil Procedure relating to arbitration as the same now exists or as the same shall be amended during the term of this Agreement. In such award, the arbitrator shall include the fixing of the expense of the arbitration and the assessment of the same in the judgment of the arbitrator against either or both parties hereto. Each party shall bear its cost for legal fees, witnesses, depositions, etc.

#### ***K. LEGAL REQUIREMENTS***

1. Applicant shall discharge at once, and hold PG&E harmless from any liens that may be filed in connection with the Work. PG&E may retain from payments due, sufficient funds to discharge delinquent accounts of Applicant for which liens on PG&E's property have been or can be filed, and PG&E may at any time pay therefrom, for Applicant's account, such amounts as are admittedly due thereon.
2. If required by PG&E, Applicant shall require the Contractor(s) or Subcontractor(s) to obtain, within 5 days of request, a payment and performance bond in the amount specified by PG&E up to 100% of the installation price in a form and with a surety acceptable to PG&E. PG&E will reimburse Applicant for the bond separately within 21 days of receipt from Applicant of the surety company's invoice.

### 3. Infringement Protection

- 3.1. **Royalties:** Royalties or other charges for patents for designs, machinery, equipment or materials furnished by Applicant for the Work, or for processes or arts employed by Applicant in performing the Work, shall not be included in the basis for cost reimbursement.
3. 2. **Indemnity:** Applicant shall indemnify PG&E, its officers, agents and employees against loss, damage, expense and liability arising out of the infringement or alleged infringement of patents. Applicant shall defend at its expense suits for infringement or alleged infringement which may be instituted against PG&E. If PG&E's use of the aforementioned items is determined to constitute infringement, Applicant shall, at its expense, either procure for PG&E the right to continue its use; replace the infringing item with non-infringing item satisfactory to PG&E; modify the item so it becomes non-infringing; or remove the item. PG&E will not honor any claims arising from the Applicant's indemnification of PG&E per this Agreement provision.

### ***L. RIGHTS OF PG&E***

The Applicant shall provide PG&E, as part of the Applicant's Contract with the Contractor(s), the necessary rights to enforce the applicable portion of these General Terms and Conditions and construction specifications. PG&E shall have the right to inspect and approve any aspect of the Work relating to the procurement and installation of gas and electric facilities which will become part of PG&E's operating system. The Applicant shall honor and enforce any reasonable request made by PG&E.

### ***M. RIGHT TO SUSPEND WORK***

1. In the event of the failure of the Applicant to carry on any part of the Work covered by this Agreement in an efficient, workmanlike, skillful and careful manner to the satisfaction of PG&E or in the event of the failure of the Applicant to comply with any of the requirements of the Agreement, PG&E may give written notice to Applicant stating the respect, or respects, in which the Applicant is failing to comply with the terms of the Agreement.
2. If Applicant does not remedy such failure within seven calendar days after such notice is given, PG&E may, at its option and regardless of the state of completion of the Work, require the Applicant to terminate the Work. In such event, the Applicant may award all the remaining Work to another Contractor(s), or the Applicant may proceed with any part of the Work and award the remaining Work to another Contractor. In such event, Applicant shall deed to PG&E, and PG&E shall accept, only that portion of the Work completed by Applicant of a quality satisfactory to PG&E. The Applicant shall be liable for any costs to PG&E arising from this termination of the Work by the Applicant at PG&E's request.
3. If (1) the Applicant seeks relief under applicable law for the benefits of any insolvent or is adjudged bankrupt or (2) a legal action is commenced against the Applicant which in PG&E's opinion, may interfere with the completion of the Work, PG&E may require the Applicant to suspend the Work in progress. Applicant shall be liable for additional costs to PG&E arising from termination.
4. If, (1) the Contractor seeks relief under applicable law for the benefit of an insolvent or is adjudged bankrupt, or (2) legal action is commenced against the Contractor which in PG&E's opinion may interfere with the completion of the Work, the Applicant will honor the demand of PG&E to terminate the contract between the Applicant and Contractor. If the contract between the Applicant and Contractor is terminated, the Contractor shall vacate the Work site. termination Applicant shall be liable for additional costs to PG&E arising from termination .
5. Labor Dispute: In the event of a labor dispute or strike by Applicant's, Contractor's, or Subcontractors' employees which threatens the progress of Work, or PG&E's labor relations, or which disrupts PG&E's operations, or results in a secondary boycott at PG&E's facilities, PG&E reserves the right to suspend or discontinue the Work of the

Applicant, Contractor or any Subcontractor for cause. This paragraph shall be applicable whether or not any Applicant, Contractor or Subcontractor is directly involved in a labor dispute.

#### ***N. COMPLIANCE WITH LAWS AND REGULATIONS***

1. During the performance of the Work, Applicant, Contractor and its Subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.
2. Applicant shall assume full responsibility for the payment of all contributions and payroll taxes, whether Federal, state, municipal or otherwise as to its employees, servants or agents engaged in the performance of the Work. Applicant shall be responsible to pay all taxes applicable to its operations as imposed by any governing authority.
3. Applicant shall require any Contractor or Subcontractor to whom any portion of the Work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold PG&E harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of Applicant and Contractor or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.
4. This Agreement shall be deemed to be a contract made under laws of the State of California and for all purposes shall be construed in accordance with the laws of said state.

#### ***O. FEDERAL EQUAL OPPORTUNITY LAWS***

**Federal Regulations:** During the performance of this Agreement and to the extent that Federal Equal Opportunity regulations may be applicable to this Agreement, the Applicant agrees to comply with all provisions of those orders and regulations included by summary or reference in the following:

1. **Equal Employment Opportunity:** Executive Order No. 11246, 3 CFR 339 (1065 (Contracts exceeding \$10,000) Provides that Applicant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and further that Applicant shall take affirmative action to ensure that Applicant and employee are treated without regard to their race, color, religion, sex or national origin.
2. **Certification of Non-segregated Facilities:** 41 CFR 60-1.8: (Contracts exceeding \$10,000) Applicant will not maintain or provide segregated facilities for its employees and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
3. **Listing Employment Openings:** Executive Order 11701: (Contracts of \$2,500 or more) Applicant will list employment openings with the Employment Development Department in accordance with the Veteran's Employment and Readjustment Act of 1972 and Executive Order 11701. The contract clause, set forth at 41 CFR 50-250.2, is incorporated herein by reference.
4. **Employment of the Handicapped:** Rehabilitation Act of 1973: 41 CFR 60-741.4: (Contracts exceeding \$2,500) The affirmative action clause and the regulations contained in Part 41 CFR 60 - 741.4 are incorporated herein by reference.
5. **Utilization of Minority Enterprises :**Executive Order 11625: (Contracts exceeding \$5,000) it is the Policy of the Government that Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts. The Applicant agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this Agreement.

6. **Filing EEO-1 Forms and Preparing Affirmative Action Plans, Executive Order 11246 (Contracts of \$50,000 or more):** If the value of this Agreement is \$50,000 or more and the Contractor has 50 or more employees, the Applicant agrees to file appropriate EEO-1 forms in accordance with existing regulations and maintain a current written affirmative action compliance program at each establishment at which Applicant has 50 or more employees.
7. **Vietnam Era Veterans Readjustment Assistance:** Act of 1974, Title 41, Chapter 60, Part 250 (Contracts of \$10,000 or more): The affirmative action clause and the regulations pertaining to the employment of disabled veterans and veterans of the Vietnam Era are incorporated herein by reference.
8. **Americans with Disabilities Act:** Applicant agrees that, to the extent it may be applicable to this Agreement, Applicant shall comply with the Americans with Disabilities Act (42 U.S.C., Section 1201, et seq.) and with the regulations promulgated pursuant thereto.



**Pacific Gas and Electric Company**  
San Francisco, California  
U 39

Revised  
Cancelling Original

Cal. P.U.C. Sheet No.  
Cal. P.U.C. Sheet No.

29281-G  
13640-G

**Gas Sample Form No. 79-937**  
Assignment Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3248-G  
Decision No.

Issued by  
**Brian K. Cherry**  
Vice President  
Regulation and Rates

Date Filed October 14, 2011  
Effective November 14, 2011  
Resolution No. \_\_\_\_\_

Pacific Gas and Electric Company  
**Assignment Agreement<sup>1</sup>**

DISTRIBUTION:

- ☐ Assignor  
☐ Assignee  
☐ Division  
☐ Accounting

REFERENCE:

MLX No. \_\_\_\_\_  
PM No. \_\_\_\_\_  
LAN ID \_\_\_\_\_

\_\_\_\_\_  
(Assignor),

the \_\_\_\_\_ referred to in that certain agreement(s) dated  
\_\_\_\_\_  
*Applicant, customer, subdivider, etc.)*  
\_\_\_\_\_ with **PACIFIC GAS AND ELECTRIC COMPANY** (PG&E), a copy of which  
is attached hereto, relating to the \_\_\_\_\_

\_\_\_\_\_  
*(Describe work or service performed)*

at or near \_\_\_\_\_, County of \_\_\_\_\_, California,  
and \_\_\_\_\_ (Assignee), agree as follows:

Check and complete one of the following applicable conditions:

☐ Assignor assigns to Assignee effective \_\_\_\_\_, all of Assignor's rights in and under said agreement and delegates to Assignee all of Assignor's duties and obligations of the agreement. Assignee hereby accepts this assignment and agrees to assume all of Assignor's duties and obligations in and under said agreement. This assignment includes, but is not limited to, all of Assignor's rights to any applicable refunds of the Advanced specified in the agreement, less any charges which are due or may become due under the terms of the agreement.

☐ Assignor hereby assigns effective \_\_\_\_\_ to Assignee all of Assignor's rights to any refunds of the advance specified in Section \_\_\_\_\_ of such agreement less any cost-of-ownership charges which are due or may become due under the terms of the agreement. The current unrefunded balance is \$ \_\_\_\_\_, which may become payable under such agreement. The payment of any such adjusted refunds by PG&E shall be made to Assignee. All other provisions of such agreement shall remain in full force and effect between Assignor and PG&E.

Executed on: \_\_\_\_\_, 20 \_\_\_\_  
at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Assignor

By: (signature)

\_\_\_\_\_  
\_\_\_\_\_

Its:

Executed on: \_\_\_\_\_, 20 \_\_\_\_  
at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Assignee

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By: (signature)

\_\_\_\_\_  
\_\_\_\_\_

Its:

Pacific Gas and Electric Company hereby consents to the foregoing assignment.

Dated \_\_\_\_\_, 20 \_\_\_\_

**PACIFIC GAS AND ELECTRIC COMPANY**

BY:

\_\_\_\_\_  
\_\_\_\_\_

Its:

**Form 79-937**  
Tariffs & Compliance  
Advice No. 3248-G/3929-E  
October 2011

<sup>1</sup> Automated Document, Preliminary Statement, Part A.





**Pacific Gas and Electric Company**  
San Francisco, California  
U 39

Revised  
Cancelling Revised

Cal. P.U.C. Sheet No.  
Cal. P.U.C. Sheet No.

29282-G  
27110-G

**Gas Sample Form No. 79-1049**  
Agreement to Install Applicant Requested Common Special Facilities

**Please Refer to Attached**  
Sample Form

Advice Letter No: 3248-G  
Decision No.

Issued by  
**Brian K. Cherry**  
Vice President  
Regulation and Rates

Date Filed October 14, 2011  
Effective November 14, 2011  
Resolution No. \_\_\_\_\_



Pacific Gas and Electric Company  
Gas and Electric Rule 2

## Agreement to Install Applicant Requested Common Special Facilities

|                                   | DISTRIBUTION: | REFERENCES:   |
|-----------------------------------|---------------|---------------|
| <input type="checkbox"/> Original | Applicant     | Notification  |
| <input type="checkbox"/>          | Division      | E2D-PM #      |
| <input type="checkbox"/> Copy     | CRT           | Customer #    |
| <input type="checkbox"/>          | CC&C          | Billing Doc.# |
| <input type="checkbox"/>          | T&C           |               |
| Date Ready for Service: _____     |               |               |

At the request of (Applicant), **Pacific Gas and Electric Company (PG&E)**, hereby agrees, as an accommodation, to install at the Applicant's expense and within a reasonable time, Facilities (described in paragraph 1 herein) that are in addition to or in substitution for PG&E's standard facilities.

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. 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):

LOCATION:

DESCRIPTION OF FACILITIES:

2. Applicant shall pay to PG&E, promptly upon demand by PG&E prior to construction, the additional cost over and above the standard equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment through an Equivalent One Time Cost of Ownership payment which is the present worth of the monthly Cost of Ownership as specified in Electric and Gas Rule 2. The total costs are summarized as follows:

|                                                                                          |       |
|------------------------------------------------------------------------------------------|-------|
| 1. Special Facilities Additional Cost                                                    | _____ |
| 2. Equivalent One Time Cost of Ownership                                                 | _____ |
| 3. Facilities Rearrangement Cost                                                         | _____ |
| 4. Income Tax Component of Contribution (ITCC)<br>for Costs 1, 3, 5 and 7 <sup>(1)</sup> | _____ |
| 5. CPUC D.04-05-055 Line Extension Costs (PMC)                                           | _____ |
| 6. Items not subject to ITCC                                                             | _____ |
| 7. Credit for Applicant provided work                                                    | _____ |
| <b>TOTAL DUE</b>                                                                         | _____ |

3. 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

<sup>1</sup> The IRS taxes all contributions made by an applicant requesting utility service that benefits the applicant. Thus, PG&E collects from the applicant both the contribution and the income tax on that contribution at the rate shown in the Preliminary Statements of the Tariffs.

covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

4. 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.
5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
  - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and ,
  - (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
6. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions, or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
7. Upon request of the customer and at the option of PG&E, gas will be delivered at a pressure higher than standard delivery pressure where such higher pressure is available from existing facilities. PG&E, however, retains the right to decrease at any time the higher delivery pressure, as per Rule 2, incorporated into this agreement by reference.

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

Executed this day of

**PACIFIC GAS & ELECTRIC COMPANY**

Applicant

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Manager

TITLE: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

*This agreement at all times shall be subject to such modifications as the California Public Utilities Commission (CPUC) may direct from time to time in the exercise of its jurisdiction.*



**LIST OF CONTRACTS AND DEVIATIONS**  
 (Continued)

Sheet 12

| Name and Location<br>of Customer                                                               |                                    | Most Comparable<br>Regular Tariff |                                                |                         |                                    |
|------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------------|------------------------------------------------|-------------------------|------------------------------------|
| PG&E Installation<br>Reference No.                                                             | Type or Class of<br>Service        | Execution and<br>Expiration Dates | Commission<br>Authorization<br>Number and Date | Schedule or<br>Rule No. | Contract<br>Difference             |
| <b><u>SACRAMENTO VALLEY REGION</u></b>                                                         |                                    |                                   |                                                |                         |                                    |
| <b><u>Federal Agencies</u></b>                                                                 |                                    |                                   |                                                |                         |                                    |
| U.S. Air Force,<br>Fairfield Gardens,<br>Travis Air Force Base,<br>Solano County               | Firm                               | 6-3-59*1                          | G.O.96,X.B.                                    | G-5                     | Facility Charge                    |
| U.S. Air Force,<br>McClellan Air Force Base,<br>North Sacramento,<br>Sacramento County         | Firm                               | 10-20-60*1                        | G.O.96,X.B.                                    | G-4                     | Facility Charge                    |
| U.S. Air Force,<br>Mather Heights,<br>Mather Air Force Base,<br>Sacramento County              | Firm                               | 1-18-62*1                         | G.O.96-A,X.B.                                  | G-5                     | Facility Charge                    |
| U.S. Air Force,<br>McClellan Air Force Base,<br>North Sacramento,<br>Sacramento County         | Residential/<br>General<br>Service | 2-16-01                           | G.O.96-A,<br>1.E.,X.B.                         | Rule 15                 | Negotiated<br>Agreement            |
| <b><u>State Agencies</u></b>                                                                   |                                    |                                   |                                                |                         |                                    |
| State of California<br>Department of Public<br>Health, Research Facility<br>Solano County      | Firm                               | 12-18-64*1                        | G.O.96-A,X.B.<br>4-20-65                       | G-6                     | Facility Charge                    |
| <b><u>Counties and Cities</u></b>                                                              |                                    |                                   |                                                |                         |                                    |
| City of Redding                                                                                | Inter                              | 9-21-93*1                         | G.O.96-A,X.B.                                  | Rule 15<br>E-7          | Gas Transmission<br>Line Extension |
| Placer County                                                                                  | Coml                               | 2-7-2008<br>(one time)            | G.O. 96-B<br>2-5-2008                          | Form 62-4527            | Indemnification (N)<br>(N)         |
| * *1 to *8 See last page of Gas Contracts and Deviations Section for explanation of footnotes. |                                    |                                   |                                                |                         |                                    |

(Continued)

Advice Letter No: 3248-G  
 Decision No.

Issued by  
**Brian K. Cherry**  
 Vice President  
 Regulation and Rates

Date Filed October 14, 2011  
 Effective November 14, 2011  
 Resolution No.



**Pacific Gas and Electric Company**  
San Francisco, California  
U 39

Revised  
Cancelling Revised

Cal. P.U.C. Sheet No.  
Cal. P.U.C. Sheet No.

29285-G\*  
29260-G

## GAS TABLE OF CONTENTS

Sheet 1

| TITLE OF SHEET                      | CAL P.U.C.<br>SHEET NO.                           |     |
|-------------------------------------|---------------------------------------------------|-----|
| Title Page .....                    | <b>29285-G*</b>                                   | (T) |
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Issued by  
**Brian K. Cherry**  
Vice President  
Regulation and Rates

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**ELECTRIC PRELIMINARY STATEMENT FI**  
**OPERATIONS AND MAINTENANCE CONTINGENCY BALANCING ACCOUNT**

Sheet 1

1. **PURPOSE:** The purpose of the Operations and Maintenance Contingency Balancing Account ("OMCBA") is to provide for recovery of PG&E's Operations and Maintenance ("O&M") contingency related to the Humboldt Bay and Colusa Generating Stations ("Generating Stations") in a one-way balancing account at least until PG&E's first General Rate Case ("GRC") following in-service dates of the Generating Stations. The OMCBA is created in compliance with Decision 06-11-048, dated November 30, 2006.
2. **APPLICABILITY:** Operations and Maintenance Balancing Account ("OMCBA") shall apply to all customer classes, except for those specifically excluded by the Commission.
3. **REVISION DATES:** Disposition of the balances in the subaccounts of this account shall be determined through the advice letter process.
4. **GENERATION RATES:** The generation rates are included in the effective rates set forth in each rate schedule.
5. **ACCOUNTING PROCEDURES:** The following entries shall be made to the account:
  - a. A debit entry each month equal to the expense incurred in the Humboldt Bay and Colusa cost centers for the current month in excess of the amount adopted in D.06-11-048 as modified by AL 3683-E and AL 3684-E for each month the plants are operative in 2010. The total amount recorded for 2010 is subject to the cap of 15% times the O&M adopted by D.06-11-048 as modified by AL 3683-E and AL 3684-E prorated for the number of months operative in 2010. (T)
  - b. An entry each month equal to interest on the average balance in the account at the beginning of the month and the balance after the above entries, at a rate equal to one-twelfth of the interest rate on three-month Commercial Paper for the previous month.
  - c. On January 1, 2011, a debit entry to transfer any under-collected balance in the account to the Utility Generation Balancing Account (UGBA). (T)



**ELECTRIC SCHEDULE A-10**  
**MEDIUM GENERAL DEMAND-METERED SERVICE**

Sheet 2

**APPLICABILITY**  
**(CONT'D):**

**Peak Day Pricing Default Rates:** Peak Day Pricing (PDP) rates provide customers the opportunity to manage their electric costs by reducing load during high cost periods or shifting load from high cost periods to lower cost periods. Decision 10-02-032 ordered that beginning May 1, 2010, eligible large Commercial and Industrial (C&I) customers default to PDP rates. A customer is eligible for default when 1) it has at least twelve (12) billing months of hourly usage data available, and 2) it has measured demands equal to or exceeding 200 kW for three (3) consecutive months during the past 12 months. All eligible customers will be placed on PDP rates unless they opt-out to a TOU rate.

Decision 10-02-032 ordered that beginning November 1, 2011, eligible small and medium C&I customers default to PDP rates. A customer is eligible for default when it has at least twelve (12) billing months of hourly usage data available. All eligible customers will be placed on PDP rates unless they opt-out to a TOU rate. Customers with a SmartMeter™ system, or interval meter, installed that can be remotely read by PG&E may also voluntarily elect to enroll on PDP rates.

Bundled service customers are eligible for PDP. Direct Access (DA) and Customer Choice Aggregation (CCA) service customers are not eligible, including those customers on transitional bundled service (TBS). Customers on standby service (Schedule S) and net-energy metering (NEM, NEMFC, NEMBIO, etc.) are not eligible for PDP. In addition, master-metered customers are not eligible, except for commercial buildings with submetering as stated in PG&E Rule 1 and Rule 18. Non-residential SmartAC customers are eligible. Smart A/C customers may request PG&E to activate their A/C Cycling switch or Programmable Controllable Thermostat (PCT) when the customer is participating solely in a PDP event.

(D)

For additional details and program specifics, see the Peak Day Pricing Details section below.

**Time-of-Use Rates:** Decision 10-02-032 makes TOU rates mandatory beginning November 1, 2011, for small and medium C&I customers that have at least twelve (12) billing months of hourly usage data available in the event that the customer has chosen not to accept assignment to PDP rates (as described above).

**TERRITORY:**

This rate schedule applies everywhere PG&E provides electric service.

**RATES:**

Total bundled service charges are calculated using the total rates shown below. Direct access (DA) and Community Choice Aggregation (CCA) charges shall be calculated in accordance with the paragraph in this rate schedule titled Billing.

All customers taking non-TOU service under this rate schedule shall be subject to the rates set forth in Table A. All customers taking TOU service under this rate schedule shall be subject to the rates set forth in Table B.

(Continued)



**ELECTRIC SCHEDULE CCA-CRS**  
**COMMUNITY CHOICE AGGREGATION COST RESPONSIBILITY SURCHARGE**  
**(INTERIM)**

Sheet 1

**APPLICABILITY:** This schedule and the applicable components of the Community Choice Aggregation (CCA) Cost Responsibility Surcharge (CRS) apply to all customers who take CCA service, unless otherwise set forth in the Special Conditions, below.

**TERRITORY:** Schedule CCA CRS applies everywhere PG&E provides electric service as shown in Preliminary Statement, Part A.

(D)

**RATES:** The CCA CRS consists of the Department of Water Resources (DWR) Bond Charge, the Energy Cost Recovery Amount, Ongoing Competition Transition Charges and the Power Charge Indifference Adjustment (PCIA), as set forth in each rate schedule.

The PCIA is calculated annually and is vintaged by calendar year in PG&E's annual Energy Resource Recovery Account (ERRA) proceeding. Pursuant to Decision (D.) 08-09-012 and D.07-01-025, the Commission adopted the same total portfolio methodology for calculating the CCA CRS that the Commission previously approved in D.06-07-030 to determine the CRS for direct access and departing load customers. The PCIA as calculated in the ERRA will include a franchise fee adder.

The vintage of CRS applicable to a CCA customer is determined based on when the CCA commits to begin providing generation services to the customer. CCAs may formally commit to become the generation service provider for a group of customers by: (1) entering into a Binding Notice of Intent (BNI) with PG&E during the Open Season as described in Rule 23.2, (2) initiating (or "cutting-over") service to the customer, or (3) through a mutually agreed to binding commitment. If any of these occur in the first six months of the calendar year (e.g. 2010), the CCA customers are assigned the CRS for the prior year (i.e. 2009 vintage). If the commitment by the CCA occurs July 1 or later, the CCA customers are assigned the CRS for the current year (2010 vintage in this example).

Pursuant to D.08-09-012 and D.06-07-029, PG&E may apply for and collect a "New Generation" charge as part of the CCA-CRS.

(Continued)





**ELECTRIC SCHEDULE DA-CRS**  
**DIRECT ACCESS COST RESPONSIBILITY SURCHARGE**

Sheet 2

**SPECIAL  
CONDITIONS:**  
(Cont'd.)

6. Pursuant to Resolution E-3843, effective December 4, 2003, a customer who was on DA service prior to February 1, 2001, and returned to bundled service after September 20, 2001, shall be exempt from the DWR Bond Charge and the PCIA components of DA CRS. These customers are not exempt from the ongoing CTC and will be billed for these charges under their otherwise-applicable rate schedule. (D)  
(T)
7. Pursuant to D.08-09-012 and Resolution E-4226, the PCIA may vary among DA customers depending on what resource commitments have been made as of their departure date. On and after July 1, 2009, the vintage of the PCIA applicable to customers who are not exempt from the DWR Bond Charge and the PCIA portions of the DA CRS, as defined in Special Conditions 2 and 6, above, is based upon the date PG&E receives the six (6) month advance notice from the customer. If the six-month advance notice is received in the first six months of the calendar year (e.g., 2010), the DA customers are assigned the CRS for the prior year (i.e., 2009 vintage). If the six-month advance notice is received on or after July 1 of a given year (e.g., 2010), DA customers are assigned the CRS for the current year (i.e., 2010 vintage). Billing for vintaged CRS (beginning with the 2009 vintage) shall begin with rates effective on January 1, 2010.
8. The vintage of the PCIA applicable to a customer who has continuously been on DA or CCA service and has not returned to PG&E for generation services, except under Transitional Bundled Service (TBS), as prescribed in Rule 22.1, is not affected by changes in electric commodity service provider. (T)
9. Pursuant to Resolution E-4226, DA customers who are assigned a CRS prior to the 2009 vintage will not be responsible for paying the D.04-12-048 non-bypassable charge (NBC) portion of the PCIA as defined in Ordering Paragraph 6 of D.08-09-012. (T)



## ELECTRIC SCHEDULE E-TMDL TRANSFERRED MUNICIPAL DEPARTING LOAD

Sheet 6

SPECIAL  
 CONDITIONS:  
 (Cont'd.)

### 3. PROCEDURES FOR TRANSFERRED MUNICIPAL DEPARTING LOAD: (Cont'd.) (N)

#### a. PG&E Notice to Customer (PG&E Notice) and Customer Notice to PG&E (Notice of Departure or NOD): (Cont'd.) (N)

Failure to provide notice including all the elements specified above will constitute a violation of this tariff and a breach of the customer's obligations to PG&E, entitling PG&E (subject to the provisions of Special Condition 3.e., "Dispute Resolution," and 3.f., "Opportunity to Cure") to collect the applicable Nonbypassable Charges from the customer on a lump sum basis.

If, at the time the PG&E Notice is due, PG&E has entered into, or agreed to enter into, bilateral discussions with a POU or a POU customer, then the PG&E Notice and Notice of Departure procedures described above may be suspended until such time as PG&E and the POU, or POU customer, reach agreement on the applicable Nonbypassable Charges or PG&E determines that a bilateral agreement will not be feasible. If a bilateral agreement is reached that resolves the applicable Nonbypassable Charges, then the PG&E Notice and Notice of Departure procedures described above are extinguished. If the applicable Nonbypassable Charges are not resolved through bilateral negotiations, then PG&E shall send the PG&E Notice described above within 15 days of concluding such bilateral negotiations. (N)

#### b. Transferred Municipal Departing Load Nonbypassable Charge Statement:

By no later than 20 days after receipt of customer's notice (provided pursuant to Special Condition 3.a.), PG&E shall mail or otherwise provide the customer with a Transferred Municipal Departing Load Nonbypassable Charge Statement containing any of the customer's applicable exemption(s) identified by PG&E.

If PG&E fails to provide a customer with a Transferred Municipal Departing Load Nonbypassable Charge Statement within 20 days of PG&E's receipt of the customer's notice containing all of the information required under Special Condition 3.a., the customer's obligation to pay Transferred Municipal Departing Load Nonbypassable Charges shall not commence until the later of the Date of Departure or 30 days from the customer's receipt of PG&E's Transferred Municipal Departing Load Nonbypassable Charge Statement.

#### c. Notice to PG&E for Change of Party:

1) Notice and Procedure for Customer with Transferred Municipal Departing Load: Customers with Transferred Municipal Departing Load that intend to take action such that they will no longer be responsible for Nonbypassable Charges for Transferred Municipal Departing Load, in whole or in part, at the customer's premises shall give notice to PG&E as soon as practicable. With the customer's permission, notice may also be given by the POU. Transferred Municipal Departing Load customers shall be liable for applicable CRS and other NBC charges until PG&E receives notice from the customer or until PG&E has actual notice that the customer no longer occupies or is responsible for the Transferred Municipal Departing Load at the premises.

- a) The customer must state the date on which the termination of liability is intended to become effective, and the reason for termination of liability. Reasons for termination of liability may include vacating the property, change of ownership or Change of Party.
- b) PG&E will stop billing the customer for Nonbypassable Charges on the effective date of the termination of liability.

(Continued)



**ELECTRIC SCHEDULE EML**  
**MASTER-METERED MULTIFAMILY CARE PROGRAM SERVICE**

Sheet 1

**APPLICABILITY:** This schedule is applicable to residential single-phase and polyphase service supplied to a multifamily accommodation through one meter on a single premise where the applicant qualifies for California Alternate Rates for Energy (CARE) under the eligibility and certification criteria set forth in Rule 19.2 or 19.3\*; and where all of the single-family accommodations are not separately submetered in accordance with Rule 18 and which were constructed prior to June 13, 1978. This schedule is closed to all other accounts, except to residential hotels as defined in Rule 1 and to residential RV parks which rent at least 50 percent of their spaces on a month-to-month basis for at least 9 months of the year to RV units used as permanent residences. (N)  
(N)  
(N)/(D)  
(D)

The provisions of Schedule S—Standby Service Special Conditions 1 through 6 shall also apply to customers whose premises are regularly supplied in part (but not in whole) by electric energy from a nonutility source of supply. These customers will pay monthly reservation charges as specified under Section 1 of Schedule S, in addition to all applicable Schedule EML charges. See Special Conditions 11 and 12 of this rate schedule for exemptions to standby charges.

**TERRITORY:** The entire territory served.

**RATES:** Total bundled service charges are calculated using the total rates below. Bundled service customers are billed the greater of the total minimum charge or the otherwise applicable total charge derived from total energy rates.

Direct Access and Community Choice Aggregation Service (CCA Service) charges shall be calculated in accordance with the paragraph in this rate schedule titled Billing.

**TOTAL RATES**

|                                                  |           |
|--------------------------------------------------|-----------|
| Total Energy Rates (\$ per kWh)                  |           |
| Baseline Usage                                   | \$0.08316 |
| Above Baseline Usage                             | \$0.09563 |
| Total Minimum Charge Rate (\$ per meter per day) | \$0.11828 |

\* The Rules referred to in this schedule are part of PG&E's electric tariffs. Copies are available at PG&E's local offices and website at <http://www.pge.com/tariffs>

(Continued)



**ELECTRIC RULE NO. 1**  
**DEFINITIONS**

Sheet 10

ELECTRIC SERVICE PROVIDER: See "Energy Service Provider." (N)

ELECTRONIC BILLING: A billing method whereby at the mutual option of the Customer and PG&E, the Customer elects to receive, view, and pay bills electronically and to no longer receive paper bills.

ELECTRONIC PRESENTMENT: When made available or transmitted electronically to the Customer at an agreed upon location.

ENERGY SUPPLY OR PROCUREMENT SERVICES: Includes, but is not limited to, procurement of electric energy; all scheduling, settlement, and other interactions with Scheduling Coordinators, and the ISO; all ancillary services and congestion management.

ENERGY SERVICE PROVIDER (ESP): An entity who provides electric supply services to Direct Access Customers within PG&E's service territory. An ESP may also provide certain metering and billing services to its DA Customers as provided for within these tariffs.

FEDERAL ENERGY REGULATORY COMMISSION (FERC): Federal agency with jurisdictional responsibilities over electric transmission service and electric sales for resale.

GENERATION CUSTOMER: Any PG&E (electric customer with electric generation facilities (including back-up generation in parallel with PG&E) on the customer's side of the interconnection point.

HIGH RISE BUILDING: A multi-story, multi-tenant building located on single premises usually comprised of three or more stories and equipped with elevators.

HOURLY PRICING OPTION: This option is suspended.

INDEPENDENT SYSTEM OPERATOR (ISO): The California Independent System Operator Corporation, a state-chartered, non-profit corporation that controls the transmission facilities of all participating transmission owners and dispatches certain generating units and loads. The ISO is responsible for the operation and control of the statewide transmission grid.

(Continued)

## ELECTRIC RULE NO. 1

### DEFINITIONS

Sheet 12

MAILED: When a communication is sent by electronic data interchange or enclosed in a sealed envelope, properly addressed, and deposited in any U.S. Post Office box, postage prepaid.

**MANDATED SAFETY AND LEGAL NOTICES:** Mandated notices include notices required to be sent to all PG&E customers by law and include, but are not limited to, notices of the type, and with the frequency, that PG&E has used, and continues to use, to discharge legal obligations, such as quarterly Proposition 65 notices, quarterly notices of rate options applicable to each customer class, notices of rate applications, and notices of public assistance and low income programs.

**MASTER-METERING:** Where PG&E installs one service and meter to supply more than one residence, apartment dwelling unit, mobilehome space, store, office, etc.

**METER:** The instrument that is used for measuring the electricity delivered to the Customer.

**MIXED USE:** Existing customers with a mix of residential and non-residential uses (mixed use) will be presumed to be on an applicable rate. However, if the predominate use is demonstrated to be more than 50% of the designated billing classification (residential or non-residential), then the rate may be changed to the billing classification applicable to the predominate use if the billing classification is consistent with the local governmental entity's treatment of the Premise as residential or non-residential (e.g. commercial). For purposes of determining predominate use, all common area usage will be considered residential usage regardless of whether the customer has elected a residential or non-residential billing classification for that common area usage under PG&E's tariffs. To the extent a Residential Dwelling Unit has both gas and electric service, all of the services must be served under the same billing classification. A customer however, has the obligation to notify PG&E if the billing classification is no longer consistent with the predominant use on the meter. PG&E has no obligation to change rates until such notification is received. Rate change obligations shall be prospective only unless PG&E failed to act on a customer notification in a timely fashion. If a notification occurs and there is a failure to act on PG&E's part, then such failure to act will be treated as a billing error under Rule 17.1

$$\begin{array}{c} (N) \\ | \\ | \\ | \\ | \\ | \\ | \\ | \\ | \\ | \\ | \\ (N) \end{array}$$

(Continued)



**ELECTRIC RULE NO. 1**  
**DEFINITIONS**

Sheet 25

**RESIDENTIAL CUSTOMER:** Class of customers whose dwellings are single-family units, multi-family units, mobilehomes or other similar living establishments (see "Residential Dwelling Unit" and "Residential Hotel"). A customer who meets the definition of a Residential Customer will be served under a residential rate schedule if 50% or more of the annual energy use on the meter is for residential end-uses. (See "Mixed Use")

(N)  
I  
(N)

**RESIDENTIAL DWELLING UNIT:** A room or group of rooms, such as a house, a flat, or an apartment, which provides complete family living facilities in which the occupant(s) normally cooks meals, eats, sleeps, and carries on the household operations incidental to domestic life.

**RESIDENTIAL HOTEL:** A hotel establishment which provides lodging as a primary or permanent residence and has at least 50 percent of the units or rooms leased for a minimum period of one month and said units are occupied for nine months of the year. Residential hotels do not include establishments such as guest or resort hotels, resort motels or resort ranches, tourist camps, recreational vehicle parks, half-way houses, rooming houses, boarding houses, dormitories, rest homes, military barracks, or a house, apartment, flat or any residential unit which is used as a residence by a single family or group of persons.

**RULES:** Tariff sheets which cover the application of all rates, charges, and services, when such applicability is not set forth in and as part of the rate schedules.

(Continued)



**ELECTRIC RULE NO. 15**  
**DISTRIBUTION LINE EXTENSIONS**

Sheet 7

**D. CONTRIBUTIONS OR ADVANCES BY APPLICANT (Cont'd.)**

**5. REFUNDABLE AND NON-REFUNDABLE AMOUNTS (Cont'd.)**

- c. **NON-REFUNDABLE DISCOUNT OPTION.** In lieu of contributing the refundable amount determined in Section D.5.a or D.5.b, Applicant has the option of contributing, on a non-refundable basis, fifty percent (50%) of such refundable amount; plus
- d. **OTHER NON-REFUNDABLE AMOUNTS.** Applicant's non-refundable amount is PG&E's estimated value of Excavation, Conduits, and Protective Structures required by PG&E for the Distribution Line Extension under Section B.1.a. (T)

- 6. **JOINT APPLICANTS.** The total contribution or advance from a group of Applicants will be apportioned among the members of the group in such manner as they may mutually agree.

**7. PAYMENT ADJUSTMENTS**

- a. **CONTRACT COMPLIANCE.** If, after six (6) months following the date PG&E is first ready to serve residential loads for which allowances were granted, one (1) year for non-residential loads, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay to PG&E an additional contribution or Advance, based on the allowances for the revenue actually generated.
- b. **EXCESS FACILITIES.** If the loads provided by Applicant(s) result in PG&E having installed facilities which are in excess of those needed to serve the actual loads, and PG&E elects to reduce such excess facilities, Applicant shall pay PG&E its estimated total costs to remove, abandon, or replace the excess facilities, less the estimated salvage of any removed facilities.

**E. REFUNDS**

- 1. **GENERAL.** Refunds are based on the allowances and conditions in effect at the time the contract is signed. Residential Allowances: the allowance in excess of that needed for the Residential Service Extension in accordance with Rule 16 will be applied to the Distribution Line Extension to which the Service Extension is connected. Non-Residential Allowances: the allowances for non-residential applicants will be applied to the combined refundable cost of the Distribution and Service Extension.
- 2. **TOTAL REFUNDABLE AMOUNT.** The total amount subject to refund is the sum of the refundable amounts made under Section D.5. (T)

(Continued)



**ELECTRIC RULE NO. 15**  
**DISTRIBUTION LINE EXTENSIONS**

Sheet 16

**J. DEFINITIONS FOR RULE 15**

**ADVANCE:** Cash payments made to PG&E prior to the initiation of any work done by PG&E which is not covered by allowances.

**APPLICANT:** A person or agency requesting PG&E to supply electric service.

**APPLICANT'S CONTRACT ANTICIPATED COST:** The cost estimate provided by the Applicant's contractor to the Applicant for performing the applicable refundable work, as stated on the Statement of Applicant's Contract Anticipated Costs (Form 79-1003), or in the case where the work is performed by the Applicant, the Applicant's own cost estimate on the signed form.

**BETTERMENT:** Facilities installed by Applicant at the request of PG&E in addition to those required under Section B.1. (T)

**CABLING:** Conductors (including cable-in-conduit, if used), connectors, switches, as required by PG&E for primary, secondary, and service installations.

**COMMERCIAL DEVELOPMENT:** Two (2) or more enterprises engaged in trade or the furnishing of services, (e.g., shopping centers, sales enterprises, business offices, professional offices, and educational or governmental complexes) and located on a single parcel or on two (2) or more contiguous parcels of land.

**CONDUIT:** Ducts, pipes, or tubes of certain metals, plastics or other materials acceptable to PG&E (including pull wires and concrete encasement where required) for the installation and protection of electric wires and cables.

**CONTRIBUTION:** In-kind services and the value of all property conveyed to PG&E at any time during PG&E's work on an extension which is part of PG&E's total estimated installed cost of its facilities, or cash payments not covered by Applicant's allowances.

**COST OF SERVICE FACTOR:** The annualized utility-financed Cost of Ownership as stated in monthly format in Rule 2 that includes taxes, return and depreciation and is applied to the Net Revenue to determine PG&E's investment in distribution facilities.

**DISTRIBUTION LINE EXTENSION:** New distribution facilities of PG&E that is a continuation of, or branch from, the nearest available existing permanent Distribution Line (including any facility rearrangements and relocations necessary to accommodate the extension) to the point of connection of the last service. PG&E's Line Extension includes transmission underbuilds and converting an existing single-phase line to three-phase in order to furnish three-phase service to an Applicant, but excludes transformers, meters and services.

(Continued)





**LIST OF CONTRACTS AND DEVIATIONS**  
 (Continued)

Sheet 39

| Name and Location<br>of Customer                                                                                         |                                 | Most Comparable<br>Regular Tariff |                                                |                         |                                               |
|--------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------|------------------------------------------------|-------------------------|-----------------------------------------------|
| PG&E Installation<br>Reference No.                                                                                       | Type or Class of<br>Service     | Execution and<br>Expiration Dates | Commission<br>Authorization<br>Number and Date | Schedule or<br>Rule No. | Contract<br>Difference                        |
| <u>SACRAMENTO VALLEY REGION</u> (Cont'd.)                                                                                |                                 |                                   |                                                |                         |                                               |
| <u>State Agencies</u>                                                                                                    |                                 |                                   |                                                |                         |                                               |
| University of California<br>Davis Campus                                                                                 | Street Lighting                 | 11-23-62<br>3-8-68*2              | G.O.96-A,X.B.<br>8-20-63                       | LS-2                    | Rate for<br>100-Watt<br>Mercury Vapor<br>Lamp |
| State of California<br>Dept. of Water Resources<br>Oregon Gulch<br>Butte County                                          | General Service                 | 12-6-62<br>5-29-68*2              | G.O.96-A,X.B.<br>7-2-63                        | Rule 15                 | Monthly Charge<br>For Excess<br>Facilities    |
| State of California<br>Division of Beaches & Parks<br>Folsom Lake Recreation Area<br>El Dorado County                    | Domestic and<br>General Service | 3-10-65<br>5 Years*2              | G.O.96-A,X.B.<br>6-15-65                       | Rule 15                 | Monthly Charge<br>For Excess<br>Facilities    |
| State of California<br>Dept. of Fish & Game<br>Fish Hatchery, Pit 1 P.H.<br>Shasta County                                | Domestic and<br>General Service | 5-8-68<br>12-31-68                | G.O.96-A,X.B.<br>9-15-70                       | Rule 15                 | Monthly Charge<br>For Excess<br>Facilities    |
| SA 4002<br>State of California<br>Dept. of Parks and<br>Recreation<br>Oroville Reservoir<br>Loafer Creek<br>Butte County | Coml/Ind                        | 12-31-69*2                        | G.O.96-A,X.B.<br>5-5-76                        | Rule 15<br>Sec. E.7     | Monthly Cost of<br>Ownership<br>Charges       |
| State of California<br>California Highway Patrol<br>Mt. Hough, Plumas County                                             | Coml/Ind                        | 9-24-73*2                         | G.O.96-A,X.B.<br>3-26-75                       | Rule 15<br>Sec. E.7     | Monthly Cost of<br>Ownership<br>Charges       |
| <u>Counties and Cities</u>                                                                                               |                                 |                                   |                                                |                         |                                               |
| City of Placerville                                                                                                      | Coml                            | 11-16-78<br>5 Years*1             | Res. E-1818<br>1-4-79                          | Rule 1                  | Monthly Cost of<br>Ownership<br>Charge        |
| City of Davis<br>and Davis Research<br>Park Associates                                                                   | Coml/Ind                        | 7-1-81<br>---                     | Res. G-2458<br>3-2-82                          | Rule 15.2               | Cost of<br>Ownership<br>Charge                |
| City of Red Bluff                                                                                                        | Coml                            | 10-7-81<br>---                    | ---                                            | Rule 15                 | Cost of<br>Ownership<br>Charge                |
| Placer County                                                                                                            | Coml                            | 2-7-08<br>(one time)              | G.O. 96-B<br>2-5-08                            | Form 62-4527            | Indemnification (N)<br>(N)                    |

\*1 to \*4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.

(Continued)

Advice Letter No: 3929-E  
 Decision No.

Issued by  
**Brian K. Cherry**  
 Vice President  
 Regulation and Rates

Date Filed  
 Effective  
 Resolution No.

October 14, 2011  
 November 14, 2011



**Pacific Gas and Electric Company**  
San Francisco, California  
U 39

Cancelling Revised  
Revised

Cal. P.U.C. Sheet No.  
Cal. P.U.C. Sheet No.

30667-E  
28383-E

**Electric Sample Form No. 79-716**

General Terms & Conditions for Gas and Electric Extension & Service Construction  
by Applicant

**Please Refer to Attached**  
Sample Form

Advice Letter No: 3929-E  
Decision No.

Issued by  
**Brian K. Cherry**  
Vice President  
Regulation and Rates

Date Filed October 14, 2011  
Effective November 14, 2011  
Resolution No. \_\_\_\_\_



Pacific Gas & Electric Company

**\*GENERAL TERMS AND CONDITIONS  
FOR GAS AND ELECTRIC EXTENSION AND  
SERVICE CONSTRUCTION BY APPLICANT**

REFERENCES:

**SUBMITTED TO APPLICANT BY:**

**GENERAL TERMS AND CONDITIONS  
FOR GAS AND ELECTRIC EXTENSION AND SERVICE  
CONSTRUCTION BY APPLICANT**

**GENERAL TERMS AND CONDITIONS  
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**GENERAL TERMS AND CONDITIONS  
FOR GAS AND ELECTRIC EXTENSION AND SERVICE  
CONSTRUCTION BY APPLICANT**

**A. APPLICABILITY**

These general terms and conditions apply where the Applicant proposes to install new gas or electric facilities for new business utility service under the provisions of the Gas and Electric Rules as filed with the California Public Utilities Commission.

The attached specific terms and conditions and applicable Drawings shall supplement these general terms and conditions. The Applicant shall ensure that their selected Contractors and Subcontractors conform to all PG&E requirements as stated in the applicable rules, these general terms and conditions, the supplemental specific terms and conditions and all applicable Drawings.

**B. DEFINITIONS**

The following words and their definitions are provided for uniformity and clarity between PG&E, the Applicant and the Applicant's Contractor or Subcontractors.

1. Agreement: This term includes, but is not limited to, the project specific Agreement, these general terms and conditions, specific conditions, standard Drawings, construction Drawings, appendices and any associated bonds, together with any other written documentation between PG&E and the Applicant (including CPUC authorized tariffs specifically incorporated therein by direct reference or otherwise).
2. Applicant: The developer or party entering into an Agreement with PG&E for the installation of gas or electric facilities.
3. Applicant's Statement of Costs: Form # 79-1003. A statement of Applicant's Contract Anticipated Costs supplied by the Applicant and verified under penalty of perjury by Applicant. These costs shall be used by PG&E as the exclusive determinant of Applicant's refundable costs for the work normally provided by PG&E, as specified in Gas & Electric Rules 15.G.1.b, to determine the lower of PG&E's or Applicant's costs, which will be subject to the allowances and refund provisions of Gas and Electric Rules 15 & 16
4. As-Built: A required Drawing by Applicant clearly showing all installed facilities prepared upon completion of project. This may include, but is not limited to the distribution and service facilities installed.
5. Authorization Joint Trench Construction (Form B): A billing breakdown prepared at the Applicant's expense by either the Applicant or PG&E in conjunction with the Composite Drawings for the various trench occupants by footage. See Exhibit I for sample Form B.
6. Change Order: Authorization to add, delete or change Work. PG&E's Change Order form provides a description of additional Work and authorization to perform or delete such Work as agreed to by Applicant and PG&E. See Exhibit III for sample Change Order.
7. Composite: A Drawing prepared at Applicant's expense by either the Applicant or PG&E (if PG&E agrees and labor is available). This Drawing delineates by measurement, the trench route and location from adjacent property lines or fixed objects, the size for each trench section (width, depth and length), the location and size of all substructures and the various cross-sectional Trench Configurations, showing size and number of buried facilities for each trench occupant.

8. Contractor: The Applicant's agent who enters into a contractual agreement with the Applicant for the installation of the specified gas or electric facilities. All obligations of the Applicant as specified in this Agreement shall also apply to the Contractor.
9. Distribution Trench: A trench to be utilized for distribution and feeder facilities that is intended to serve more than one building, customer or parcel. Such a trench may also contain gas service pipes and conduits or conductors for serving a single customer or street lights. The term distribution trench shall also include those trenches designated by the telephone utility as "Common Service Connection Trenches." A distribution trench will normally be located in a (a) private utility right-of-way and easement, (b) dedicated public utility easement or (c) other thoroughfare under permit which will be superseded by the utility franchise right.
10. Drawings:
- Standard Drawings
- Drawings prepared by PG&E depicting PG&E requirements for design, construction, operation and maintenance of its operating facilities.
- PG&E electric standard Drawings
  - PG&E gas standard Drawings
  - PG&E electric design standard Drawings
- Construction Drawings
- A Drawing(s) depicting the site specific requirements for a defined utility extension and service project.
- Composite Drawing
  - Gas and electric site construction Drawings(s) that provide a layout of proposed Work in sufficient detail to allow the Applicant to plan and perform the Work.
  - Gas Service Orders
11. Intent: Notice of Intention to Construct Underground Facilities (Form A): The Intent shall notify and advise other agencies that trench Work is proposed in a particular area, and provides an invitation to other potential occupants to share the benefits and costs of joint trench construction. See Exhibit II for sample Form A.
12. Land Rights: Any legal right of a person, corporation (utility) etc., to use another's land. Such Land Rights will usually be in the form of a: (a) private right-of-way and easement; (b) dedicated public utility easement; (c) franchise rights; or, (d) permit (license) and lease agreement.
13. Material Suppliers: Those vendors, suppliers and manufacturers who have been qualified by PG&E to supply material according to PG&E specifications.
14. PG&E: Pacific Gas & Electric Company acting through its authorized representative(s).
15. Permit: A written Agreement or license for Work, granted by the agency having authority.
16. Service Trench: A trench which extends from a distribution trench to an Applicant's building or service termination point. Such a trench may be designated as a "Separate Service Connection Trench" by telephone.
17. Subcontractor: The party or parties or another entering into a contractual agreement with the Applicant's Contractor or another Subcontractor for the installation of a portion of the specified gas or electric facilities. The obligations, where set forth in this Agreement, shall also apply to Subcontractors regardless of level or tier.

18. Superintendent: Applicant's field representative to whom PG&E and the Applicant make known decisions, instructions and interpretations. Notices given the Superintendent shall be deemed notices given to the Applicant.
19. Trench Configuration: The cross-sectional trench design specified to provide trench occupants with facility clearance and cover requirements.
20. Trench Layout: Preliminary design showing joint trench route submitted with an Intent.
21. Utilities: Agencies, public or private, which install, own, and operate utility facilities intended for general public, municipal or private use.
22. Work: All labor, materials, equipment and any other job requirements related to the attached specification and Drawings.

### C. RESPONSIBILITIES

| 1. PROJECT INITIATION AND ENGINEERING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | APPLICANT | PG&E |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| a. Applicant will submit gas and electric loads, plans and Drawings and other information as required by PG&E. Applicant must also submit an executed "Statement of Applicant's Contract Anticipated Costs," - Form # 79-1003, upon receipt of PG&E's estimated costs.                                                                                                                                                                                                                                                                                                                                                                                         | ♦         |      |
| b. PG&E shall furnish to the Applicant, in a timely manner, the following (where applicable); <ol style="list-style-type: none"> <li>1. For underground facilities, separate preliminary gas and electric engineering sketches indicating the trench design and the approximate routing of facilities. These sketches are for design purposes only and are not intended to be used for construction.</li> <li>2. For overhead facilities, site Construction Drawing(s) and specifications for the Work. The site Construction Drawings will augment the standard Drawings and specifications contained herein and are to be part of this Agreement.</li> </ol> |           | ♦    |
| c. For underground facilities, the Applicant shall contact all other potential trench occupants (telephone, cable TV, and etc.) with an Intent (Form A), to use the proposed joint utility trench. <sup>1</sup> The Intent shall include, but is not limited to, a sketch and trench/excavation cost breakdown. Cost breakdowns shall be as required on the attached Form B                                                                                                                                                                                                                                                                                    | ♦         |      |
| d. For overhead facilities, PG&E shall contact other Utilities for Intent to use the proposed overhead facilities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           | ♦    |
| e. For underground facilities, the Applicant shall provide PG&E a Composite Drawing delineating the cross-sectional facility configuration of all trench occupants and the intended size of their facilities. <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                     | ♦         |      |
| f. PG&E will review Applicant's Composite Drawings. Approval will be granted if the Composite Drawings meet all the necessary requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |           | ♦    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |      |
| 1. PROJECT INITIATION AND ENGINEERING (Continued)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | APPLICANT | PG&E |

<sup>1</sup> At Applicant's request and non-refundable expense, if PG&E has available estimating labor, PG&E may agree to prepare the Composite Drawing, coordinate the Intent process with other potential trench occupants and provide estimated trench/excavation cost breakdowns.

|                                                                                                                                                                                                                                                                                                  |  |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---|
| g. Upon receipt of the Applicant's approved Composite Drawings, PG&E shall prepare any site Construction Drawing(s) and specifications for the Work. The site Construction Drawings will augment the Standard Drawings and specifications contained herein and are to be part of this Agreement. |  | ♦ |
| h. If the Applicant elects to perform the gas service installation, it shall be PG&E's responsibility to provide "gas service orders" to the Applicant. The service orders must be returned to PG&E with As-Built correction prior to acceptance and pressurization of the gas services.         |  | ♦ |

| 2. <sup>2</sup> MATERIALS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | APPLICANT | PG&E |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| a. The Applicant shall determine the material requirements from the approved Drawings. Quantities for individual assemblies (e.g., pole structures, gas meter risers, and etc.) shall be determined from the applicable standard Drawings. The Applicant is responsible for the determination of accurate distance requirements resulting from terrain variations, electric cable slack requirements, gas line, cable termination requirements, and etc.. PG&E assumes no responsibility for the stated distance quantities and will not honor claims arising from a difference between these quantities and what is required for the Work.                                                                                                                                                                                                                          | ♦         |      |
| b. At Applicant's request and at PG&E's option, PG&E will provide a Material Summary sheet identifying the materials and quantities for the project. The material summary is intended to include most major materials and some minor materials for the job. The summary is furnished solely as a convenience for compiling a list of anticipated construction materials and does not necessarily include all materials which may ultimately be necessary for your job. Material codes, if identified, are PG&E's company assemblies that may be available from approved vendors only as individual components.<br><b>It is emphasized that applicants bear the ultimate responsibility to ensure that all materials necessary to construct their project are ordered using the APPROVED construction Drawing(s) and engineering standards furnished by PG&amp;E.</b> |           | ♦    |
| c. PG&E shall provide the Applicant a list of approved Material Suppliers for the Applicant's procurement of material.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           | ♦    |
| d. The Applicant shall only solicit material bids from the list of approved Material Suppliers. Materials acquired from vendors who are not on the approved supplier list will not be accepted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ♦         |      |

<sup>2</sup> Specific items of purchase may require in-plant inspections by PG&E prior to shipment to a job site. Any item designated within PG&E's specifications by brand name shall be as designated. Requests by the Applicant for an "approved equivalent" for such items shall be granted in writing by PG&E only if PG&E has determined that the specified material is not available. In any case, the decision of PG&E will be final. PG&E will not honor any claim arising from approvals or rejections of requests for "approved equivalent" items. Furnishing or installing, or both, of such an item shall be in accordance with the manufacturer's recommendations and specifications except as they may be modified by PG&E standards and specifications.



| 2. MATERIALS (Continued)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | APPLICANT | PG&E |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| <p>e. The Applicant shall be responsible for:</p> <ul style="list-style-type: none"> <li>(1) procurement of all materials in accordance with PG&amp;E requirements from PG&amp;E-approved Material Suppliers</li> <li>(2) material storage and security</li> <li>(3) disposal of excess materials</li> <li>(4) immediate removal from the job site of materials rejected by PG&amp;E .</li> <li>(5) Equipment with repairable defects may be repaired rather than being replaced at the discretion of the responsible PG&amp;E standards engineer. Equipment to be replaced shall be removed from the job site without undue delay.</li> </ul>                                                                                                     | ♦         |      |
| <p>f. Prior to the installation of materials, the Applicant shall provide PG&amp;E with supplier's certifications that all permanent materials to be used in the Work comply with the applicable PG&amp;E specifications and Drawings. All material shall be new and in first class condition and shall comply with the requirements of this Agreement, with the exception of equipment that is pending repair.</p> <p>If Applicant fails to provide materials in compliance with the specification and Drawings, PG&amp;E reserves the right to reject the material. Any materials that are defective or in the opinion of PG&amp;E show signs of deterioration shall be immediately removed from the job site and replaced by the Applicant.</p> | ♦         |      |
| <p>g. The Applicant is responsible for furnishing all materials<sup>3</sup> and tools<sup>4</sup> for the Work. Storage and handling of all material shall be in accordance with the applicable PG&amp;E standards or manufacturer recommendations. Storage areas shall be designated and access to these areas shall be limited to minimize damage to material. Some materials may require protected storage facilities to minimize deterioration from sunlight and weathering. Applicant shall ensure that material storage is in accordance with the above requirements. Furnishing protective storage facilities shall be the responsibility of the Applicant.</p>                                                                             | ♦         |      |
| <p>h. The Applicant shall ensure PG&amp;E access to all material storage areas or facilities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ♦         |      |

<sup>3</sup>PG&E will normally not sell materials to Applicants who chose to use their own Contractor. On rare occasions when a critical project will be delayed, PG&E may, at its option, sell material from PG&E stock to the Applicant (not to the Contractor) if **ALL** of the following criteria are met;

- (1) the Applicant has demonstrated that they have placed timely and proper material orders and they cannot obtain the material on time.
- (2) delayed delivery of the specific material will delay establishing service to PG&E customers;
- (3) the materials in PG&E stock are not dedicated nor needed for other projects or Work;
- (4) all payments including the appropriate taxes, overheads and any cost associated with the sale are collected up-front;
- (5) if PG&E trades materials with the Applicant, all PG&E costs associated with the trade are collected in advance of construction.

All sales are final. Return of sold material is not permitted.

<sup>4</sup> Under no circumstance shall PG&E loan tools, with the exception of mandrels which may be loaned to Applicants at PG&E's sole discretion.

| <b>3. PAYMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| <p>a. Applicant shall compensate PG&amp;E for the cost of</p> <ul style="list-style-type: none"> <li>(1) Agreement and document preparation</li> <li>(2) Surveys</li> <li>(3) Land rights, preparation of land right documents, and associated permits acquired by PG&amp;E.</li> <li>(4) Engineering and design specification documents including but not limited to site specific drawings, material specifications, and construction specifications documents</li> <li>(5) Construction and material inspections</li> <li>(6) PG&amp;E administrative charges associated with the Work</li> <li>(7) Specific or special contractual requirements (E.g. Special facilities installations or engineering work to permit the Applicant to solicit competitive bids for the installation of the proposed gas, electric underground and electric overhead facilities.</li> <li>(8) PG&amp;E's labor and material costs necessary to complete the installation.</li> </ul> <p>These costs shall be paid by the Applicant prior to construction. The refundable costs for Applicant installed work that is PG&amp;E's responsibility will be based on the lower of the Applicant's Contract Anticipated Costs or PG&amp;E's estimated refundable costs. All other refundable and non-refundable costs will be based on PG&amp;E's estimated costs.</p> | ♦                |                 |
| <p>b. PG&amp;E refund and reimbursement payments for Work performed by the Applicant and accepted by PG&amp;E are subject to the applicable extension and service rule allowances. Payments will be based on the lower of the Applicant's Contract Anticipated Costs or PG&amp;E's estimated costs. PG&amp;E will not refund or reimburse the Applicant for any special charges for non-standard activities performed or facilities installed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  | ♦               |

| <b>4. PERMITS, LICENSES AND SPECIAL INSPECTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| <p>a. The Applicant is fully responsible for obtaining all necessary Permits and licenses for moving all construction equipment, tools, supplies, materials and people across railroads and highways, across public or private lands and along public and private roads. Applicant is responsible for obtaining such licenses and Permits as are necessary for it to operate and do business in any of the counties, towns, etc., in performance of the Work.</p> | ♦                |                 |
| <p>b. Applicant shall, without cost to PG&amp;E, obtain all required Permits, serve notices, arrange for inspection and pay fees and deposits. Work shall comply with the applicable governmental rules, regulation and ordinances.</p>                                                                                                                                                                                                                           | ♦                |                 |
| <p>c. The Applicant shall be responsible for obtaining excavation Permits in accordance with Section 341 of Chapter 3.2, Group II, Title 8, California Administrative Code for "construction of trenches which are 5 feet deep or deeper and into which a person is required to descend."</p>                                                                                                                                                                     | ♦                |                 |
| <p>d. Should special supervision or inspection of construction activities be required by any grantor or permittor, as a condition of the Permit or grant of occupation, Applicant shall be responsible to pay all costs of such supervision and inspection.</p>                                                                                                                                                                                                   | ♦                |                 |

| 5. <sup>5</sup> CONSTRUCTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | APPLICANT | PG&E |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| <p>a. The Applicant shall only solicit installation bids from qualified Contractor/ Subcontractors who shall:</p> <ol style="list-style-type: none"> <li>(1) Be licensed in California for the appropriate type of work (electrical, general, etc.)</li> <li>(2) Employ workers properly certified for specific skills, required (plastic fusion, welding, etc.). Electric workers shall be properly qualified (Qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2).</li> <li>(3) Comply with applicable laws (Equal Opportunity Regulations, OSHA, EPA, etc.).</li> </ol> <p>Further, an Applicant who intends to employ a Qualified Contractor/ Subcontractor should consider whether the Qualified Contractor/Subcontractor:</p> <ol style="list-style-type: none"> <li>(1) Is technically competent</li> <li>(2) Has access to proper equipment</li> <li>(3) Demonstrates financial responsibility commensurate with the scope of the contract.</li> <li>(4) Has adequate insurance coverage (Workers' Compensation and Employer Liability, Commercial General Liability, and Business Auto.</li> <li>(5) Is able to furnish surety bond for performance of the contract, if required.</li> </ol> | ♦         |      |
| <p>b. Applicant and their Contractors and Subcontractors shall use only PG&amp;E-approved construction Drawings for construction purposes. Construction from unauthorized or preliminary Drawings is not permitted. The Applicant shall assume full responsibility for errors, omissions or changes if the project is constructed from preliminary Drawings or from non-PG&amp;E approved construction Drawings.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ♦         |      |
| <p>c. Applicant shall require the Superintendent to be in charge of the worksite, to supervise the Contractor and Subcontractor Work, to exercise control as may be require and to be available to PG&amp;E at the time when Work is being performed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ♦         |      |
| <p>d. Applicant shall prepare and update as necessary a construction schedule to specify the starting dates and duration of the trenching, installation, backfill and clean up Work anticipated for the new gas and electric facilities. The schedule for other occupants of a joint trench, if any, shall also be indicated.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ♦         |      |
| <p>e. The Applicant shall be responsible both for arrangement of a pre-construction meeting for all pole line or trench occupants and coordination of all field installation of other joint pole and joint trench occupant's facilities. The pre-construction meeting should be held a minimum of ten working days prior to commencement of Work.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ♦         |      |
| <p>f. Applicant is to coordinate the installation of other Utilities, e.g., telephone, cable TV , to minimize costs to each party.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ♦         |      |

<sup>5</sup> PG&E shall not honor any claims arising from the Applicant's required adherence to Work practices and safety precautions dictated by PG&E's established safety rules.

| 5. CONSTRUCTION (Continued)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | APPLICANT | PG&E |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| g. The Applicant shall schedule the Work to avoid any standby of PG&E personnel. PG&E shall have the right to approve the schedule. If PG&E's Work becomes delayed after mobilization by PG&E, the Applicant shall be liable for the cost of such delays (e.g., "move on", "move off" or standby time).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ♦         |      |
| h. On final walk-thru and before energization or pressurization, the Applicant shall tag the electrical distribution, electrical services and gas services with the letters "AIF" and the anticipated expiration date of the material warranty. Identification shall be by affixing an orange plastic tag to the electrical wire in each primary and secondary enclosure, to the wires in the electrical service panels and to the gas service risers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ♦         |      |
| <p>i. Applicant shall plan and conduct the Work to safeguard persons and property from injury. Applicant shall direct the performance of the Work in compliance with reasonable Work practices and with applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards and Orders" promulgated by the US Secretary of Labor and the California Division of Occupational Safety and Health (Cal-OSHA).</p> <p>Work in areas adjacent to electrically energized facilities or operating natural gas facilities shall be performed in accordance with Cal-OSHA, established safety rules and as may be directed by PG&amp;E.</p> <p>Before digging, Applicant shall contact, "Underground Service Alert" (USA), and abide by its rules and procedures.</p> <p>PG&amp;E may require Applicant to observe reasonable safety precautions in addition to those in use or proposed by Applicant or other agencies. <b>Neither the giving of special instructions by PG&amp;E nor the adherence thereto by Applicant shall relieve Applicant of the sole responsibility to maintain safe and efficient working conditions.</b></p> | ♦         |      |
| j. PG&E shall perform all Work involving connecting the Applicant's installed utility system to PG&E's operating facilities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           | ♦    |
| k. Applicant workmanship shall be of acceptable quality in every respect, plumb and true, and shall comply or exceed the requirements of the Specifications and Drawings. Workmanship shall be subject to inspection by PG&E. If workmanship does not comply with the Specifications and Drawings, PG&E reserves the right to not accept the Work or to suspend Work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ♦         |      |

| 6. <sup>6</sup> CHANGES AND EXTRA WORK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | APPLICANT | PG&E |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| a.: PG&E or the Applicant may require changes in the Work or in the provisions governing the Work. Increase in Work, decrease in Work or changes shall be performed only when authorized in writing by the Applicant and PG&E on PG&E's current filed and approved Change Order Form. No subsequent claim will be honored for intangible effects or time lost resulting from Work covered by a Change Order. Pricing shown in the Change Orders may be flat costs and shall include all indirect or intangible costs.                                                                                               | ♦         | ♦    |
| b. For a change in Work requested by PG&E, PG&E shall re-estimate the Work to determine the value of the incremental direct labor and material costs. This cost change will revise PG&E's prepared estimate used as the basis for payment (if any) to the Applicant in accordance with the extension and service allowances in the tariffs.                                                                                                                                                                                                                                                                         |           | ♦    |
| c. PG&E and the Applicant shall mutually agree to the value of all incremental intangible costs associated with the implementation of this change in the Work. PG&E shall have the right to review, audit and approve all documentation that supports an Applicant's basis of determining intangible incremental costs. The Applicant will be fully reimbursed for the value of these agreed upon intangible costs in accordance with These General Terms and Conditions and as identified in the appropriate tariffs.                                                                                              | ♦         | ♦    |
| d. In the event the extra Work requires additional materials, PG&E has the right to furnish certain material items that PG&E determines are in its best interest to furnish. The material to be furnished will be documented on the Change Order Form.                                                                                                                                                                                                                                                                                                                                                              |           | ♦    |
| e. For a change in the Work requested by the Applicant and agreed to by PG&E on the Change Order Form, PG&E shall re-estimate the Work to determine the value of the incremental direct labor and material costs. This cost change will revise PG&E's refundable or non-refundable payments to or from the Applicant in accordance with these General Terms and Conditions and as identified in the appropriate tariffs.<br><br>PG&E shall determine the value of additional engineering and specification preparation charges for changes in the Work. The Applicant shall be responsible for any increased costs. | ♦         | ♦    |

| 7. INSPECTION                                                                                                                                                                                                     | APPLICANT | PG&E |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
| a. The Applicant agrees to a thorough and detailed inspection (100%) by PG&E of any activity undertaken by the Applicant in the performance of the obligations of this Agreement.                                 | ♦         |      |
| b. Applicant's contracts with Contractor(s) and Subcontractors will provide for PG&E's right to conduct the required inspections.                                                                                 | ♦         |      |
| c. Applicant shall pay the cost of inspection, including PG&E administrative overheads and payroll additives, per diem, transportation, etc. in accordance with the provisions of Gas & Electric Rules 15 and 16. | ♦         |      |

<sup>6</sup> In the event the number of trench occupants changes from the number originally used to determine the costs, PG&E shall have the right to reallocate the costs in accordance with PG&E's established practices. Applicant may be billed for additional charges related to these changes. Failure or neglect of PG&E to condemn or reject inferior Work or material shall not be construed as acceptance of such Work or materials.

| <b>7. INSPECTION (Continued)</b>                                                                                                                                                                                                                                                                                     | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| d. PG&E shall have free access to the Work at all times.                                                                                                                                                                                                                                                             |                  | ♦               |
| e. PG&E has the right to make field and shop inspections and material tests. See material section for additional material inspection instructions.                                                                                                                                                                   | ♦                |                 |
| f. The Applicant shall notify PG&E a minimum of two working days in advance of commencing any related Work. Every attempt will be made to meet the requested inspection window.                                                                                                                                      | ♦                |                 |
| g. PG&E will assign a representative(s) to observe and approve all Work related to the attached specifications and Drawings. PG&E shall assign additional inspectors as it deems necessary to observe and approve specific items of Work that it deems to warrant additional inspection.                             |                  | ♦               |
| h. PG&E may direct the Work in areas adjacent to electrically energized facilities or operating natural gas facilities as described in these General Terms and Conditions, Section 5f, Construction.                                                                                                                 |                  | ♦               |
| i. Applicant agrees that no Work shall be performed unless PG&E is present or the Applicant has received prior written consent from PG&E to proceed.                                                                                                                                                                 | ♦                |                 |
| j. The Applicant agrees that neither the making, nor the failure to make, inspections and tests nor the express or implied approval of the Work by PG&E shall relieve Applicant from the responsibility to complete and guarantee the Work as specified. Rejected Work shall be remedied at the Applicant's expense. | ♦                |                 |
| k. In the event that the Applicant fails to maintain the anticipated progress and the Work duration is extended beyond the original estimates, the Applicant will be liable for additional inspection and per diem costs. PG&E will not honor any claims arising from extended Work duration.                        | ♦                |                 |

| <b>8. DOCUMENTATION AND AS-BUILT DRAWINGS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| a. The Applicant shall provide documentation to warrant that the installed facilities meet or exceed the requirements of the Agreement and are installed in the proper location. In addition, the Applicant will provide one set of separate gas and electric As-Built Drawings and marked up service orders (when applicable) marked in red and signed by Applicant prior to pressurization and energization.                                                                                                                                                                                   | ♦                |                 |
| b. The Applicant shall provide the following minimum gas As-Built Drawing requirements;<br>(1) Corrected Construction Drawings marked in red and clearly showing all changes.<br>(2) Marked up Drawings showing actual locations, footage's and dimensions of the installed distribution facilities.<br>(3) Certified copies of PG&E's approved Qualification records for all welders/plastic joiners.<br>(4) Testing documents including calibration documents for testing equipment.                                                                                                           | ♦                |                 |
| c. Should the Applicant choose to perform the service completion Work, PG&E will provide gas service orders of the facilities to be installed. It shall be the Applicant's responsibility to mark-up the service orders in red, so as to clearly identify all construction changes. These service orders must show actual locations, footages and dimensions of the installed service facilities. The Applicant shall return all completed As-Built service orders to PG&E prior to pressurization or energization and no later than ten (10) working days from completion of said service Work. | ♦                | ♦               |

| <b>8. DOCUMENTATION AND AS-BUILT DRAWINGS (Continued)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| d. The Applicant shall provide the following minimum electric As-Built Drawing requirements; The corrected Construction Drawings must be marked in red and clearly show changes.<br>(1) Location, size, type and footage of installed conduit, cable and overhead conductor.<br>(2) Location, size, type and dimensions of manholes, splice boxes and equipment enclosures<br>(3) Location, size and type of poles and anchors<br>(4) Location, type and manufacturer's name plate data of equipment. | ♦                |                 |
| e. Applicant shall have all As-Built Drawings and marked up service orders verified by, approved by, and submitted to PG&E prior to pressurization and energization.                                                                                                                                                                                                                                                                                                                                  | ♦                |                 |

| <b>9. <sup>7</sup> FINAL ACCEPTANCE AND CONVEYANCE</b>                                                                                                                                                                                                                                      | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| a. Upon satisfactory completion of the Work PG&E will pressurize or energize the distribution system making the distribution system operational. Pressurization or energization will serve as PG&E's final acceptance of the Work.                                                          |                  | ♦               |
| b. Upon final acceptance, and upon PG&E's receipt of any required formal right-of-way(s), easements, leases and Permits, the Applicant shall convey to PG&E all rights, title and interest in and to all such Work and facilities in accordance with the terms and conditions of Agreement. | ♦                |                 |
| c. Guarantee and warranty periods shall commence on the date of final acceptance by PG&E.                                                                                                                                                                                                   | ♦                | ♦               |
| d. Services not completed (tied-in) upon final acceptance of the distribution system shall not be accepted with the distribution system. These services shall be accepted on the date(s) the first meter is set on the service.                                                             | ♦                | ♦               |
| e. The risk of loss or damage to the Work and materials shall remain with Applicant, Contractor and Subcontractor, until the Work is completed and accepted by PG&E.                                                                                                                        | ♦                |                 |

| <b>10. PARTIAL USE OF FACILITIES</b>                                                                                                                                                                                                                                                                                          | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| a. To provide permanent service, the Applicant, with prior written authorization of PG&E, may convey to PG&E certain portions of the underground facilities which have been completed and installed hereunder. If PG&E elects to accept by conveyance of portions of these underground facilities, the following shall apply: | ♦                | ♦               |
| b. The Applicant shall ensure that the utilization of such portions of the facilities will in no way delay completion of the entire system.                                                                                                                                                                                   | ♦                |                 |
| c. PG&E shall assume the responsibility for maintenance and operation of the portions of the facility conveyed.                                                                                                                                                                                                               |                  | ♦               |
| d. The conveyance of such sections shall in no way relieve the Applicant of liability due to use of defective materials or poor workmanship or damage by third parties.                                                                                                                                                       | ♦                |                 |

<sup>7</sup> Failure or neglect of PG&E to condemn or reject inferior Work or material shall not be construed or imply an acceptance of such Work or materials.

| <b>10. PARTIAL USE OF FACILITIES (Continued)</b>                                                                                                                                                                   | <b>APPLICANT</b> | <b>PG&amp;E</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
| e. Authorization by PG&E for the partial use of facilities shall only be granted for the convenience of PG&E.                                                                                                      |                  | ♦               |
| f. Applicant must complete enough of the permanent system to minimize future hot tie-ins and Work near energized or pressurized facilities. PG&E may require completion of system sections as it deems acceptable. | ♦                |                 |

#### **D. CONTRACTORS AND SUBCONTRACTORS**

1. Each Contractor and Subcontractor shall be covered by and comply with this Agreement and shall perform the Work for which it contracts in accordance therewith. A Contractor or Subcontractor shall be responsible to Applicant. However, PG&E will have the same privileges and rights with respect to the inspection of Work as are provided for under the contract documents governing the Work of Applicant.
2. A Contractor and Subcontractor shall provide insurance of the same type and limits as required of Applicant unless otherwise authorized in writing by PG&E. PG&E shall be indemnified by the Applicant against all actions, causes of action, claims and demands whatsoever, either in law or in equity arising from the acts or omissions of any Subcontractor within the same limits as those prescribed for Applicant.
3. No Contractor or Subcontractor, regardless of its approval by PG&E, shall bind or purport to bind PG&E.

#### **E. INSURANCE**

1. Applicant shall maintain the following insurance coverage.
  - 1.1 The Applicant is also responsible for its Contractor and Subcontractor maintaining sufficient limits of the same coverage. Documentation of same coverage by Contractor or Subcontractor shall be available from Applicant upon request.
  2. **Worker's Compensation and Employers' Liability:** Worker's Compensation insurance or self insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, whether Federal or State, where Applicant, Contractor and Subcontractor performs Work.
    - 2.1. Employers' Liability insurance shall not less than \$ 1,000,000 for injury or death per accident.
  3. **Commercial General Liability:** Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
    - 3.1 The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury. If coverage is subject to a general aggregate limit, this aggregate limit shall be twice the occurrence limit.
    - 3.2. **Coverage shall:**
      - a) be "Additional Insured" endorsement add, as insured PG&E, its directors, officers, agents and employees with respect to liability arising out of Work performed by or for the Contractor;
      - b) be endorsed to specify that the Contractor's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.
  4. **Business Auto:** Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
    - 4.1. The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.
  5. **Additional Insurance Provisions:** Before commencing performance of Work, Applicant shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Applicant.



- 5.1. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.
- 5.2. PG&E uses a third party vendor, Exigis, to confirm and collect insurance documents. Certificates of insurance and endorsements shall be signed and submitted by a person authorized by that insurer to bind coverage on its behalf, and submitted through the Exigis website at: <https://prod1.exigis.com/pge> Helpline: 1 (888) 280-0178. Applicant's agent must create a log in account and register as a "service provider."

Certificate Holder  
Pacific Gas & Electric Company  
c/o Exigis  
<https://prod1.exigis.com/pge> Helpline: 1 (888) 280-0178

- 5.3. PG&E may inspect the original policies or require complete certified copies, at any time.

#### **F. INDEMNITY AND WITHHOLDING**

1. Applicant shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Applicant, Contractor or Subcontractor; injury to property of PG&E, Applicant, Contractor, Subcontractor, or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Applicant performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees.
2. Applicant acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
3. Applicant shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Applicant shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

#### **G. GUARANTEES AND EQUIPMENT WARRANTY**

1. **Guarantees:** In addition to the guarantees provided under this Agreement, or implied in fact or in law, Applicant shall leave the entire project in satisfactory working condition and shall be responsible for the repair or replacement at its expense of any part of the Work that develops defects due to faulty material or workmanship within a period of one (1) year after the date of final acceptance by PG&E. Applicant shall, at its expense repair or replace other Work, equipment or property damaged as the result of the defects, or as a result of the repairing thereof, and reimburse PG&E for any repair expenses that PG&E may incur. The warranty period for a repaired or replaced part shall be one (1) year from the date of acceptance of the repaired or replaced part.
2. **Equipment Warranty (One (1) Year):** Applicant shall warrant that equipment furnished and installed by Applicant will be of the kind and quality described in this Agreement, free of defects in workmanship, and material,

and unless otherwise specified, fit for its intended purpose. The warranty period for distribution and services accepted with the distribution system shall begin from the date the materials are accepted by PG&E and shall extend for one (1) year. The warranty period for all other services shall begin on the date the first meter is set and shall extend one (1) year. Should the equipment fail during that period, Applicant shall be liable for all cost associated with repair and replacement of the equipment in accordance with the guarantee above.

3. **Trench Guarantee (Two (2) Years Plus):** The Applicant shall also guarantee that all trench material and trench workmanship shall be satisfactory for a period of two (2) years or as specified in the permit, whichever is greater, from the date of final acceptance by PG&E. The guarantee period for services trenches not accepted with the final acceptance shall begin on the date the first meter is set and shall extend a minimum of two (2) years. During this guarantee period, the Applicant will be so notified should PG&E determine that defects due to faulty trench material or workmanship have developed.

3.1. The Applicant shall pay the cost of the repair or replacement of any part of the Work hereunder which develops defects because of faulty material or workmanship on the part of the Applicant within the two (2) year period.

3.2. Damage to any trench occupant's facilities or to third party property caused by operations of the Applicant shall be repaired or replaced by either the Applicant or PG&E at the Applicant's expense.

3.3. Where PG&E determines that it is not practicable for the Applicant to make the necessary repairs (e.g. Energized or pressurized facilities), PG&E reserves the right to make repairs or replacements at the expense of the Applicant, preserving as far as possible the available evidence of the cause of failure, defect, or damage.

#### ***H. INTERPRETATION OF THE AGREEMENT***

1. PG&E will decide upon the meaning and interpretation of the Agreement and this decision shall be binding to all parties to this Agreement.
2. It shall be the Applicant's responsibility to ensure that any proposal prepared or received by the Applicant is based on a full knowledge of all conditions that would affect the cost and conduct of the Work. The Applicant shall inform itself fully and convey to all potential Contractors the physical conditions at the Work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on the Drawings; the extent of established lines and levels; Work to be performed by PG&E or others; rules, regulations and requirements to be observed by the Applicant or its agents in the conduct of the Work.

#### ***I. CONFLICTS***

1. Should any conflict exist between the General Terms and Conditions and the specific construction specifications, the terms of the General Conditions shall prevail. In the case of differences between the construction specifications and Drawings, the construction specifications shall prevail. In the case of differences between the Construction and Standard Drawings, the Applicant shall immediately so inform PG&E. PG&E shall determine which is the applicable Drawing or portion of a Drawing.
2. Should any conflict exist between the General Terms and Conditions and any applicable state or federal laws, rules, regulations, orders or codes, the state or federal laws, rules, regulations, orders or codes shall prevail. Varying degrees of stringency between the Drawings, specific construction specification, General Terms and Conditions and applicable state and federal laws, rules, regulation orders or codes are not to be deemed conflicts and the most stringent requirements shall control.
3. Applicant shall immediately report in writing to PG&E any discrepancies, errors, or inconsistencies in the Specifications, Drawings, Agreements or laws.

4. PG&E shall not honor any claim arising from the Applicant's resolution of conflicts not in accordance with these provisions.

#### ***J. CLAIMS SETTLEMENT, DISPUTES***

1. It shall be Applicant's responsibility to inform PG&E, immediately following its occurrence or discovery, of any item or event which Applicant knows, or reasonably should know, that may result in a request for additional compensation under this Agreement. PG&E and Applicant shall endeavor to satisfactorily resolve the matter and should it not be disposed of to Applicant's satisfaction, Applicant shall, within 72 hours thereafter, deliver a written notice of claim to PG&E. Failure to so notify PG&E or failure to supply PG&E with information sufficient to evaluate Applicant's position shall foreclose consideration of any Applicant's claim based on such item or event.
2. Upon receipt of the Applicant's notice of claim, PG&E will review it, taking into account all of the information submitted by the Applicant in substantiation of its claim, and will, within a period of thirty (30) days, prepare and furnish to the Applicant, a written determination and, if appropriate, an offer of settlement thereof.
3. If the Applicant rejects PG&E's determination, the Applicant may file a notice of appeal therefrom. Any such appeal shall be in writing, shall contain all specific and substantive reasons why the Applicant deems PG&E's written determination to be unsatisfactory, and shall be submitted as soon after receipt of PG&E's written determination as is practical, but in no event more than thirty (30) days thereafter.
4. In the event any dispute between PG&E and Applicant with respect to the interpretation or performance of this Agreement cannot be satisfactorily resolved, arbitration shall be resorted to, and the arbitration shall be conducted in San Francisco, California, by the American Arbitration Association before a single arbitrator in accordance with the rules of said association for the construction industry. In such proceedings, the parties shall have the right to utilize depositions as provided in Section 1283 and 1283.05 of California Code of Civil Procedure. The award of the sole arbitrator shall be conclusive and binding upon the parties, subject to the provisions of the California Code of Civil Procedure relating to arbitration as the same now exists or as the same shall be amended during the term of this Agreement. In such award, the arbitrator shall include the fixing of the expense of the arbitration and the assessment of the same in the judgment of the arbitrator against either or both parties hereto. Each party shall bear its cost for legal fees, witnesses, depositions, etc.

#### ***K. LEGAL REQUIREMENTS***

1. Applicant shall discharge at once, and hold PG&E harmless from any liens that may be filed in connection with the Work. PG&E may retain from payments due, sufficient funds to discharge delinquent accounts of Applicant for which liens on PG&E's property have been or can be filed, and PG&E may at any time pay therefrom, for Applicant's account, such amounts as are admittedly due thereon.
2. If required by PG&E, Applicant shall require the Contractor(s) or Subcontractor(s) to obtain, within 5 days of request, a payment and performance bond in the amount specified by PG&E up to 100% of the installation price in a form and with a surety acceptable to PG&E. PG&E will reimburse Applicant for the bond separately within 21 days of receipt from Applicant of the surety company's invoice.

### 3. Infringement Protection

- 3.1. **Royalties:** Royalties or other charges for patents for designs, machinery, equipment or materials furnished by Applicant for the Work, or for processes or arts employed by Applicant in performing the Work, shall not be included in the basis for cost reimbursement.
3. 2. **Indemnity:** Applicant shall indemnify PG&E, its officers, agents and employees against loss, damage, expense and liability arising out of the infringement or alleged infringement of patents. Applicant shall defend at its expense suits for infringement or alleged infringement which may be instituted against PG&E. If PG&E's use of the aforementioned items is determined to constitute infringement, Applicant shall, at its expense, either procure for PG&E the right to continue its use; replace the infringing item with non-infringing item satisfactory to PG&E; modify the item so it becomes non-infringing; or remove the item. PG&E will not honor any claims arising from the Applicant's indemnification of PG&E per this Agreement provision.

### ***L. RIGHTS OF PG&E***

The Applicant shall provide PG&E, as part of the Applicant's Contract with the Contractor(s), the necessary rights to enforce the applicable portion of these General Terms and Conditions and construction specifications. PG&E shall have the right to inspect and approve any aspect of the Work relating to the procurement and installation of gas and electric facilities which will become part of PG&E's operating system. The Applicant shall honor and enforce any reasonable request made by PG&E.

### ***M. RIGHT TO SUSPEND WORK***

1. In the event of the failure of the Applicant to carry on any part of the Work covered by this Agreement in an efficient, workmanlike, skillful and careful manner to the satisfaction of PG&E or in the event of the failure of the Applicant to comply with any of the requirements of the Agreement, PG&E may give written notice to Applicant stating the respect, or respects, in which the Applicant is failing to comply with the terms of the Agreement.
2. If Applicant does not remedy such failure within seven calendar days after such notice is given, PG&E may, at its option and regardless of the state of completion of the Work, require the Applicant to terminate the Work. In such event, the Applicant may award all the remaining Work to another Contractor(s), or the Applicant may proceed with any part of the Work and award the remaining Work to another Contractor. In such event, Applicant shall deed to PG&E, and PG&E shall accept, only that portion of the Work completed by Applicant of a quality satisfactory to PG&E. The Applicant shall be liable for any costs to PG&E arising from this termination of the Work by the Applicant at PG&E's request.
3. If (1) the Applicant seeks relief under applicable law for the benefits of any insolvent or is adjudged bankrupt or (2) a legal action is commenced against the Applicant which in PG&E's opinion, may interfere with the completion of the Work, PG&E may require the Applicant to suspend the Work in progress. Applicant shall be liable for additional costs to PG&E arising from termination.
4. If, (1) the Contractor seeks relief under applicable law for the benefit of an insolvent or is adjudged bankrupt, or (2) legal action is commenced against the Contractor which in PG&E's opinion may interfere with the completion of the Work, the Applicant will honor the demand of PG&E to terminate the contract between the Applicant and Contractor. If the contract between the Applicant and Contractor is terminated, the Contractor shall vacate the Work site. termination Applicant shall be liable for additional costs to PG&E arising from termination .
5. Labor Dispute: In the event of a labor dispute or strike by Applicant's, Contractor's, or Subcontractors' employees which threatens the progress of Work, or PG&E's labor relations, or which disrupts PG&E's operations, or results in a secondary boycott at PG&E's facilities, PG&E reserves the right to suspend or discontinue the Work of the

Applicant, Contractor or any Subcontractor for cause. This paragraph shall be applicable whether or not any Applicant, Contractor or Subcontractor is directly involved in a labor dispute.

**N. COMPLIANCE WITH LAWS AND REGULATIONS**

1. During the performance of the Work, Applicant, Contractor and its Subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.
2. Applicant shall assume full responsibility for the payment of all contributions and payroll taxes, whether Federal, state, municipal or otherwise as to its employees, servants or agents engaged in the performance of the Work. Applicant shall be responsible to pay all taxes applicable to its operations as imposed by any governing authority.
3. Applicant shall require any Contractor or Subcontractor to whom any portion of the Work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold PG&E harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of Applicant and Contractor or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.
4. This Agreement shall be deemed to be a contract made under laws of the State of California and for all purposes shall be construed in accordance with the laws of said state.

**O. FEDERAL EQUAL OPPORTUNITY LAWS**

**Federal Regulations:** During the performance of this Agreement and to the extent that Federal Equal Opportunity regulations may be applicable to this Agreement, the Applicant agrees to comply with all provisions of those orders and regulations included by summary or reference in the following:

1. **Equal Employment Opportunity:** Executive Order No. 11246, 3 CFR 339 (1065 (Contracts exceeding \$10,000) Provides that Applicant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and further that Applicant shall take affirmative action to ensure that Applicant and employee are treated without regard to their race, color, religion, sex or national origin.
2. **Certification of Non-segregated Facilities:** 41 CFR 60-1.8: (Contracts exceeding \$10,000) Applicant will not maintain or provide segregated facilities for its employees and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
3. **Listing Employment Openings:** Executive Order 11701: (Contracts of \$2,500 or more) Applicant will list employment openings with the Employment Development Department in accordance with the Veteran's Employment and Readjustment Act of 1972 and Executive Order 11701. The contract clause, set forth at 41 CFR 50-250.2, is incorporated herein by reference.
4. **Employment of the Handicapped:** Rehabilitation Act of 1973: 41 CFR 60-741.4: (Contracts exceeding \$2,500) The affirmative action clause and the regulations contained in Part 41 CFR 60 - 741.4 are incorporated herein by reference.
5. **Utilization of Minority Enterprises :**Executive Order 11625: (Contracts exceeding \$5,000) it is the Policy of the Government that Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts. The Applicant agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this Agreement.

6. **Filing EEO-1 Forms and Preparing Affirmative Action Plans, Executive Order 11246 (Contracts of \$50,000 or more):** If the value of this Agreement is \$50,000 or more and the Contractor has 50 or more employees, the Applicant agrees to file appropriate EEO-1 forms in accordance with existing regulations and maintain a current written affirmative action compliance program at each establishment at which Applicant has 50 or more employees.
7. **Vietnam Era Veterans Readjustment Assistance:** Act of 1974, Title 41, Chapter 60, Part 250 (Contracts of \$10,000 or more): The affirmative action clause and the regulations pertaining to the employment of disabled veterans and veterans of the Vietnam Era are incorporated herein by reference.
8. **Americans with Disabilities Act:** Applicant agrees that, to the extent it may be applicable to this Agreement, Applicant shall comply with the Americans with Disabilities Act (42 U.S.C., Section 1201, et seq.) and with the regulations promulgated pursuant thereto.



**Pacific Gas and Electric Company**  
San Francisco, California  
U 39

Revised  
Cancelling Original

Cal. P.U.C. Sheet No.  
Cal. P.U.C. Sheet No.

30668-E  
11567-E

**Electric Sample Form No. 79-937**  
Assignment Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3929-E  
Decision No.

Issued by  
**Brian K. Cherry**  
Vice President  
Regulation and Rates

Date Filed October 14, 2011  
Effective November 14, 2011  
Resolution No. \_\_\_\_\_

Pacific Gas and Electric Company  
**Assignment Agreement<sup>1</sup>**

DISTRIBUTION:

- ☐ Assignor  
☐ Assignee  
☐ Division  
☐ Accounting

REFERENCE:

MLX No. \_\_\_\_\_  
PM No. \_\_\_\_\_  
LAN ID \_\_\_\_\_

\_\_\_\_\_  
(Assignor),

the \_\_\_\_\_ referred to in that certain agreement(s) dated  
\_\_\_\_\_  
*Applicant, customer, subdivider, etc.)*  
\_\_\_\_\_ with **PACIFIC GAS AND ELECTRIC COMPANY** (PG&E), a copy of which  
is attached hereto, relating to the \_\_\_\_\_

\_\_\_\_\_  
*(Describe work or service performed)*

at or near \_\_\_\_\_, County of \_\_\_\_\_, California,  
and \_\_\_\_\_ (Assignee), agree as follows:

Check and complete one of the following applicable conditions:

☐ Assignor assigns to Assignee effective \_\_\_\_\_, all of Assignor's rights in and under said agreement and delegates to Assignee all of Assignor's duties and obligations of the agreement. Assignee hereby accepts this assignment and agrees to assume all of Assignor's duties and obligations in and under said agreement. This assignment includes, but is not limited to, all of Assignor's rights to any applicable refunds of the Advanced specified in the agreement, less any charges which are due or may become due under the terms of the agreement.

☐ Assignor hereby assigns effective \_\_\_\_\_ to Assignee all of Assignor's rights to any refunds of the advance specified in Section \_\_\_\_\_ of such agreement less any cost-of-ownership charges which are due or may become due under the terms of the agreement. The current unrefunded balance is \$ \_\_\_\_\_, which may become payable under such agreement. The payment of any such adjusted refunds by PG&E shall be made to Assignee. All other provisions of such agreement shall remain in full force and effect between Assignor and PG&E.

Executed on: \_\_\_\_\_, 20 \_\_\_\_  
at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Assignor

By: (signature)

\_\_\_\_\_  
\_\_\_\_\_

Its:

Executed on: \_\_\_\_\_, 20 \_\_\_\_  
at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Assignee

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By: (signature)

\_\_\_\_\_  
\_\_\_\_\_

Its:

Pacific Gas and Electric Company hereby consents to the foregoing assignment.

Dated \_\_\_\_\_, 20 \_\_\_\_

**PACIFIC GAS AND ELECTRIC COMPANY**

BY:

\_\_\_\_\_

Its:

**Form 79-937**  
Tariffs & Compliance  
Advice No. 3248-G/3929-E  
October 2011

<sup>1</sup> Automated Document, Preliminary Statement, Part A.





**Pacific Gas and Electric Company**  
San Francisco, California  
U 39

Revised  
Cancelling Revised

Cal. P.U.C. Sheet No.  
Cal. P.U.C. Sheet No.

30669-E  
27636-E

**Electric Sample Form No. 79-1049**  
Agreement to Install Applicant Requested Common Special Facilities

**Please Refer to Attached**  
Sample Form

Advice Letter No: 3929-E  
Decision No.

Issued by  
**Brian K. Cherry**  
Vice President  
Regulation and Rates

Date Filed October 14, 2011  
Effective November 14, 2011  
Resolution No. \_\_\_\_\_



Pacific Gas and Electric Company  
Gas and Electric Rule 2

## Agreement to Install Applicant Requested Common Special Facilities

|                                   | DISTRIBUTION: | REFERENCES:   |
|-----------------------------------|---------------|---------------|
| <input type="checkbox"/> Original | Applicant     | Notification  |
| <input type="checkbox"/>          | Division      | E2D-PM #      |
| <input type="checkbox"/> Copy     | CRT           | Customer #    |
| <input type="checkbox"/>          | CC&C          | Billing Doc.# |
| <input type="checkbox"/>          | T&C           |               |
| Date Ready for Service: _____     |               |               |

At the request of (Applicant), **Pacific Gas and Electric Company (PG&E)**, hereby agrees, as an accommodation, to install at the Applicant's expense and within a reasonable time, Facilities (described in paragraph 1 herein) that are in addition to or in substitution for PG&E's standard facilities.

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. 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):

LOCATION:

DESCRIPTION OF FACILITIES:

2. Applicant shall pay to PG&E, promptly upon demand by PG&E prior to construction, the additional cost over and above the standard equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment through an Equivalent One Time Cost of Ownership payment which is the present worth of the monthly Cost of Ownership as specified in Electric and Gas Rule 2. The total costs are summarized as follows:

|                                                                                          |       |
|------------------------------------------------------------------------------------------|-------|
| 1. Special Facilities Additional Cost                                                    | _____ |
| 2. Equivalent One Time Cost of Ownership                                                 | _____ |
| 3. Facilities Rearrangement Cost                                                         | _____ |
| 4. Income Tax Component of Contribution (ITCC)<br>for Costs 1, 3, 5 and 7 <sup>(1)</sup> | _____ |
| 5. CPUC D.04-05-055 Line Extension Costs (PMC)                                           | _____ |
| 6. Items not subject to ITCC                                                             | _____ |
| 7. Credit for Applicant provided work                                                    | _____ |
| <b>TOTAL DUE</b>                                                                         | _____ |

3. 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

<sup>1</sup> The IRS taxes all contributions made by an applicant requesting utility service that benefits the applicant. Thus, PG&E collects from the applicant both the contribution and the income tax on that contribution at the rate shown in the Preliminary Statements of the Tariffs.

covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

4. 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.
5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
  - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and ,
  - (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
6. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions, or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
7. Upon request of the customer and at the option of PG&E, gas will be delivered at a pressure higher than standard delivery pressure where such higher pressure is available from existing facilities. PG&E, however, retains the right to decrease at any time the higher delivery pressure, as per Rule 2, incorporated into this agreement by reference.

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

Executed this day of

---

**PACIFIC GAS & ELECTRIC COMPANY**

---

Applicant

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Manager

Mailing Address:

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*This agreement at all times shall be subject to such modifications as the California Public Utilities Commission (CPUC) may direct from time to time in the exercise of its jurisdiction.*



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 Decision No.

Issued by  
**Brian K. Cherry**  
 Vice President  
 Regulation and Rates

|                |                   |
|----------------|-------------------|
| Date Filed     | October 14, 2011  |
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 Vice President  
 Regulation and Rates

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| <b>Rules 15 and 16 Distribution Line and Service Extensions</b> |                                                                                                           |                         |
| 62-0980                                                         | Distribution Service and Extension Agreement .....                                                        | 27650-E                 |
| 62-0982                                                         | Distribution Service and Extension Agreement, Option 2-Competitive Bidding .....                          | 21557-E                 |
| 79-716                                                          | General Terms and Conditions for Gas and Electric Extension and Service Construction<br>by Applicant..... | <b>30667-E</b> (T)      |
| 79-1003                                                         | Statement of Applicant's Contract of Anticipated Costs .....                                              | 21668-E                 |
| 79-1004                                                         | Distribution and Service Extension Agreement-Exhibit A Cost Summary .....                                 | 26717-E                 |
| 79-1018                                                         | Residential Rule 16 Electric/Gas Single Service Extensions.....                                           | 23609-E                 |

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**SAMPLE FORMS**

Sheet 25

| FORM | TITLE OF SHEET | CAL P.U.C.<br>SHEET NO. |
|------|----------------|-------------------------|
|------|----------------|-------------------------|

**Sample Forms**  
**Rule 22 Direct Access Services and Electric Rule 22.1 Direct Access Switching**  
**Exemption Rules**

|         |                                                                |         |
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| 79-1011 | Notice to Return to PG&E Bundled Service.....                  | 29635-E |
| 79-1014 | Direct Access Customer Relocation/Replacement Declaration..... | 29192-E |
| 79-1115 | Notice of Intent to Transfer to Direct Access Service.....     | DELETE  |
| 79-1116 | Customer Assignment Notification.....                          | 29194-E |
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(D)

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**SAMPLE FORMS**

Sheet 29

| FORM    | TITLE OF SHEET                                                                                                                                          | CAL P.U.C.<br>SHEET NO. |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
|         | <b>Sample Forms</b>                                                                                                                                     |                         |
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Sheet 31

**FORM**

**TITLE OF SHEET**

**CAL P.U.C.**  
**SHEET NO.**

**Sample Forms**  
**Experimental**

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|---------|------------------------------------------------------------------------|------------|
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**Sample Forms**  
**Long-Term Service Agreements**

(Continued)

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| Tariff                   | Correction/Additional Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| <b>Gas Tariffs</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Gas Rate<br>Schedule GML | <p>Re-word the “Applicability” section to read:</p> <p>This rate schedule* applies to natural gas service to Core End-Use Customers on PG&amp;E’s Transmission and Distribution systems. To qualify, service must be master-metered for residential use in a multifamily accommodation on a single premise where the applicant qualifies for California Alternate Rates for Energy (CARE) under the eligibility and certification criteria set forth in Rules 19.1, 19.2, or 19.3; and where all of the single-family accommodations are not separately submetered in accordance with Rule 18 <b>and where the multifamily accommodation was constructed prior to April 21, 1979. This schedule is closed to all other accounts, except to</b> <del>Customers eligible for this rate schedule have the option of electing gas service under PG&amp;E’s core commercial rate schedules for separately metered common area gas usage. A multifamily accommodation can also include</del> residential hotels as defined in Rule 1 and residential RV parks which rent at least 50 percent of their spaces on a month-to-month basis for at least 9 months of the year to RV units used as permanent residences. <del>This schedule was closed to all other accounts on June 13, 1978.</del></p> <p>A previous cleanup of the “Applicability” section of this schedule in Advice 2963-G/3354-E incorrectly implied that the rate schedule GML was still open. The inserted language clarifies the schedule is only open to multifamily accommodation that were constructed prior to April 21, 1979 and should be added effective November 16, 2008.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Gas Rule 1               | <p>Add the following new definitions:</p> <p><b>MIXED USE:</b> Existing customers with a mix of residential and non-residential uses (mixed use) will be presumed to be on an applicable rate. However, if the predominate use is demonstrated to be more than 50% of the designated billing classification (residential or non-residential), then the rate may be changed to the billing classification applicable to the predominate use if the billing classification is consistent with the local governmental entity's treatment of the Premise as residential or non-residential (e.g. commercial). For purposes of determining predominate use, all common area usage will be considered residential usage regardless of whether the customer has elected a residential or non-residential billing classification for that common area usage under PG&amp;E's tariffs. To the extent a Residential Dwelling Unit has both gas and electric service, all of the services must be served under the same billing classification. A customer however, has the obligation to notify PG&amp;E if the billing classification is no longer consistent with the predominant use on the meter. PG&amp;E has no obligation to change rates until such notification is received. Rate change obligations shall be prospective only unless PG&amp;E failed to act on a customer notification in a timely fashion. If a notification occurs and there is a failure to act on PG&amp;E’s part, then such failure to act will be treated as a billing error under Rule 17.1 1.</p> <p><b>RESIDENTIAL CUSTOMER:</b> Class of customers whose dwellings are single-family units, multi-family units, mobilehomes or other similar living establishments (see “Residential Dwelling Unit” and “Residential Hotel”). A customer who meets the definition of a Residential Customer will be served under a residential rate schedule if 50% or more of the annual energy use on the meter is for residential end-uses. (See “Mixed Use”).</p> <p>The added definitions clarify the criteria for the classification of a customer as “residential” or “non-residential” (commercial) when determining rate eligibility.</p> |
| Gas Rule 15              | <p>In Section D.6.b., correct reference to another section of the tariff.</p> <p>In Section E.1., correct typographical error.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Gas Rule 16              | <p>Add clarifying phrase to Section E.2. to eliminate ambiguity. This section currently states:</p> <p style="padding-left: 40px;">“NON-RESIDENTIAL ALLOWANCES. For non-residential Service Extension Applicants the value of such items as connection fittings, service pipe, valves, regulators, and metering equipment, (but not including such items as listed in Section D) will be treated in accordance with the allowance and refund provisions of Rule 15.”</p> <p>However, the items listed in Section D under PG&amp;E include “Service Facilities”, which, as defined in Section A.2 of Gas Rule 16, include “ (a) connection fittings, (b) service pipe, (c) valves, (d) regulators, (e) metering equipment, and (f) other PG&amp;E-owned service related equipment.” Thus, as written, the current parenthetical phrase in Section E.2. could be construed as negating the rest of the language in this section. PG&amp;E is proposing language to clarify that the items listed in Section D which are not treated in accordance with the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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| Tariff        | Correction/Additional Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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|               | <p>allowance and refund provisions of Rule 15 are those items defined as “Applicant responsibility” in Section D of Gas Rule 16.</p> <p>Correct a typographical error in Section E.3.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Gas Rule 17.1 | <p>Restore missing Gas Rule 17.1, Section 2.a, which states:</p> <p><i>a. RESIDENTIAL SERVICE</i><br/> <i>If a residential service is found to have been undercharged due to a billing error, PG&amp;E may bill the Customer for the amount of the undercharge for a period of three months. However, if it is known that the period of billing error was less than three months, the undercharge will be calculated for only those months during which the billing error occurred.</i></p> <p>This section was inadvertently omitted when Section 2 was relocated in Advice 3175-G.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Gas Rule 23   | <p>Correct credit application form name from “Gas Services Credit Application” to “California Gas Transmission Credit Application” in the first paragraph under Gas Rule 23, Section B.1. Credit application form name was changed in Advice 2439-G.</p> <p><i>1. The CTA shall complete and submit a <del>Gas Services Credit Application</del> <b>California Gas Transmission Credit Application</b> (Credit Application) (Form No. 79-868) to PG&amp;E on an annual basis or whenever the Daily Contract Quantity (DCQ) for the Customers in the Group increases by 25,000 therms per day or more. The DCQ for the Group is the Annual Contract Quantity, as specified in Schedule G-CT, divided by 365. The Group DCQ will be the basis for evaluating the CTA’s secured or unsecured credit limit, as set forth herein.</i></p> <p>Correct the following typographical errors:</p> <p>In Section C.1, correct the following headings (Sheet 11):</p> <p style="padding-left: 40px;"><i>Rate Ready Consolidated PG&amp;E Billing (Cont’d.)</i></p> <p style="padding-left: 40px;"><i>c) Billing Information and Inserts (Cont’d.)</i></p> <p style="padding-left: 40px;"><i>2-) Bill Ready Consolidated PG&amp;E Billing</i></p> <p>In Section C.1, the heading, “Bill Ready Consolidated PG&amp;E Billing should be numbered with a “2).” (Sheet 12)</p> <p style="padding-left: 40px;"><i>2) Bill Ready Consolidated PG&amp;E Billing (Cont’d.)</i></p> <p>In Section C, the heading “Late Payment” should be preceded by the number “4.”</p> <p style="padding-left: 40px;"><i>4. LATE PAYMENT</i></p> <p>In the second paragraph of Section C,4, Late Payments, the reference in the second line to “Section B.2.a” should corrected to read “Section B.2”:</p> <p style="padding-left: 40px;"><i>If a CTA pays late three (3) or more times by seven (7) days or less or pays late one (1) or more times by greater than seven (7) days in any consecutive twelve (12)-month period, then, in addition to all other remedies of PG&amp;E resulting from such late payments (or any nonpayments), the CTA will lose any “good payment” status as defined below in Section C.5. PG&amp;E may also require full collateral in a form specified in Section B.2.a herein. If such collateral is requested and not provided by the CTA to PG&amp;E, the CTA Agreement will be subject to immediate termination by PG&amp;E.</i></p> |

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| Tariff                 | Correction/Additional Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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|                        | <p>Also, within Section C, the second Late Payment heading should be renumbered “4” instead of “5.”</p> <p>Section C.6, Good Payment History should be renumbered “C.5” instead of “C.6.”</p> <p>Section C.7, Termination of Service Due to Nonpayment, should be renumbered “C.6” instead of “C.7.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Gas Sample Form 79-716 | <p>Section C.1.: Remove blank row between items C.1.a and C.1.b and add row for spacing purposes after item C.1.f.</p> <p>Section C.2.g., footnote 4: Clarifies a change in PG&amp;E’s procedures; PG&amp;E will now offer Applicants the use of PG&amp;E-owned mandrels if available and subject to PG&amp;E’s discretion.</p> <p>Section C.7.f.: Add language clarifying that the two working days notice provided by the Applicant prior to commencing Work is a minimum, so that Applicants understand that they may contact PG&amp;E prior to this time to communicate their Work schedule. Further clarifies that PG&amp;E will make every attempt to meet the Applicant’s requested inspection schedule. (The form is currently silent regarding what the Applicant might expect after notifying PG&amp;E of Applicant’s plans to commence work.)</p> <p>Section C.8.a: Specify that PG&amp;E now needs only one set each of gas and electric As-Built Drawings. PG&amp;E now stores these documents electronically, so duplicate hard copy drawings are not needed.</p> <p>Section C. 8.b: Correct typographical error.</p> <p>Section C.8.c.: Correct typographical errors.</p> <p>Section C.8.c: Consistent with Section C.8.e, provide language clarifying that As-built gas service orders must be provided to PG&amp;E prior to pressurization or energization.</p> <p>Section C.8.e.: Consistent with Section C.8.c., add language clarifying that not only must PG&amp;E verify and approve As-built Drawings and marked-up service orders, but these drawings must be provided to PG&amp;E prior to energization and pressurization.</p> <p>Section C. 9.e.: Add “e” to this subsection to clearly identify it.</p> <p>Section G.1.: Correct typographical errors.</p> <p>Section G.1.: Correct language to clarify Applicant’s responsibility for the cost of repairs arising from faulty workmanship or material during the warranty period (removing the incorrectly-worded phrase that the Applicant must “hold PG&amp;E harmless from repair expenses_.</p> <p>Section G.3.: Correct language regarding Applicant’s responsibility during the trench guarantee period, replacing the phrase “...should PG&amp;E determine that defects in trench material or workmanship have developed” with the more correctly worded phrase “...should PG&amp;E determine that defects due to faulty trench material or workmanship have developed.” The current language suggests that the causation of the defect could happen over the two year guarantee period. The proposed language more correctly suggests that the trigger for the defect is faulty material or workmanship employed at the time of installation.</p> <p>Section G. 3.3: Correct typographical errors.</p> <p>Section J.1: Correct typographical error.</p> |

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| Tariff                               | Correction/Additional Information                                                                                                                                                                                                     |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | Section K.2: Correct typographical error.                                                                                                                                                                                             |
| Gas Sample Form 79-937               | Add additional fields to the form. The fields for PM#, LAN ID#, mailing address, city, state and zip are being added.                                                                                                                 |
| Gas Sample Form 79-1049              | To remove numbers from the “Notification” and “E2D-PM” portion of the form “Agreement to Install Applicant Requested Common Special Facilities.” These numbers were inadvertently included in the form submitted via Advice 2919-G-A. |
| Gas List of Contracts and Deviations | Add an entry to the “Contracts and Deviations” list. This is for the “Limited One-Time Agreement to Perform Tariff Scheduled Related Work” for the County of Placer previously approved in Advice 2901-G.                             |

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| Tariff                                 | Correction/Additional Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Electric Tariffs</b>                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Electric Preliminary Statement Part DV | <p>Eliminate balancing account.</p> <p>Preliminary Statement DV, “Community Choice Aggregation Cost Responsibility Surcharge Balancing Account (CCACRSBA)” is being eliminated because, consistent with OP2, first bullet, of D.07-01-025, it is no longer needed since the newly adopted calculation methodology “...relies on market benchmarks compared to projected utility power costs, eliminating the true-up process.” This was requested by Advice 3002-E to be eliminated. When Advice 3002-E was superseded by supplemental Advice 3002-E-A, the request to eliminate the balancing account was inadvertently omitted.</p>                                                                                                                                                                                                                                                                                                         |
| Electric Preliminary Statement Part FI | <p>Change the advice letter numbers to reflect the correct numbers in Section 5.a. References corrected to refer to the advice letters that updated the first-year revenue requirement for Humboldt Bay Generating Station (AL 3684-E) and Colusa Generating Station (AL 3683-E).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Electric Rate Schedule A-10            | <p>Delete the word “DA” from the “Peak Day Pricing Default Rates” under the “Applicability” section:</p> <p><i>Bundled service customers are eligible for PDP. Direct Access (DA) and Customer Choice Aggregation (CCA) service customers are not eligible, including those <del>DA</del> customers on transitional bundled service (TBS). Customers on standby service (Schedule S) and net-energy metering (NEM, NEMFC, NEMBIO, etc.) are not eligible for PDP. In addition, master-metered customers are not eligible, except for commercial buildings with submetering as stated in PG&amp;E Rule 1 and Rule 18. Non-residential SmartAC customers are eligible. Smart A/C customers may request PG&amp;E to activate their A/C Cycling switch or Programmable Controllable Thermostat (PCT) when the customer is participating solely in a PDP event.</i></p> <p>The word “DA” was inadvertently included in the affected paragraph.</p> |
| Electric Rate Schedule CCA-CRS         | <p>Delete second paragraph under the section “Applicability”:</p> <p><del><b>Pursuant to Senate Bill (SB) 423 (California Public Utilities Code section 395.5), qualified nonprofit charitable organizations eligible to enter into an agreement for DA service with an electric Energy Service Provider (ESP) to receive electric commodity service free of charge from the ESP will be subject to the provisions and applicable charges under this schedule.</b></del></p> <p>This is no longer needed due to the expiration of Electric Rule 22.2.</p>                                                                                                                                                                                                                                                                                                                                                                                     |
| Electric Rate Schedule DA-CRS          | <p>Delete Special Condition 7 and re-number items following the deleted condition:</p> <p><del><b>7. Pursuant to Senate Bill (SB) 423 (California Public Utilities Code section 395.5), qualified nonprofit charitable organizations eligible to enter into an agreement for DA service with an electric Energy Service Provider (ESP) to receive electric commodity service free of charge from the ESP will be subject to the provisions and applicable charges under Schedule CCA-CRS.</b></del></p> <p>This is no longer needed due to the expiration of Electric Rule 22.2.</p>                                                                                                                                                                                                                                                                                                                                                          |
| Electric Rate Schedule E-TMDL          | <p>Restore language to Special Conditions, Item 3, that is currently missing, specifically, “If, at the time the PG&amp;E Notice is due, PG&amp;E has entered into, or agreed to enter into, bilateral discussions with a POU or a POU customer, then the PG&amp;E Notice and Notice of Departure procedures described above may be suspended until such time as PG&amp;E and the POU, or POU customer, reach <b>agreement on the applicable Nonbypassable Charges or PG&amp;E determines that a bilateral agreement will not be feasible. If a bilateral agreement is reached that resolves the applicable Nonbypassable Charges, then the PG&amp;E Notice...</b></p> <p>The italicized text represents language that was originally established in Advice 2433-E-D and was inadvertently omitted from Advice 3446-E-B.</p>                                                                                                                  |
| Electric Rate Schedule EML             | <p>Re-word the “Applicability” section to read:</p> <p>This schedule is applicable to residential single-phase and polyphase service supplied to a multifamily accommodation through one meter on a single premises where the applicant</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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| Tariff           | Correction/Additional Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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|                  | <p>qualifies for California Alternate Rates for Energy (CARE) under the eligibility and certification criteria set forth in Rule 19.2 or 19.3*; and where all of the single-family accommodations are not separately submetered in accordance with Rule 18 <b>and which were constructed prior to June 13, 1978. This schedule is closed to all other accounts, except to</b> <del>A multifamily accommodation can also include</del> residential hotels as defined in Rule 1 and residential RV parks which rent at least 50 percent of their spaces on a month-to-month basis for at least 9 months of the year to RV units used as permanent residences. <del>This schedule was closed to all other accounts on June 13, 1978.</del></p> <p>A previous cleanup of the “Applicability” section of this schedule in Advice 2963-G/3354-E incorrectly implied that the rate schedule EML was still open. The inserted language clarifies the schedule is only open to multifamily accommodation that were constructed prior to April 21, 1979 and should be added effective November 16, 2008.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Electric Rule 1  | <p>Revise the following definition:</p> <p><b>RESIDENTIAL CUSTOMER:</b> <i>Class of customers whose dwellings are single-family units, multi-family units, mobilehomes or other similar living establishments (see “Residential Dwelling Unit” and “Residential Hotel”). A customer who meets the definition of a Residential Customer, will be served under a residential rate schedule if 50% or more of the annual energy use on the meter is for residential end-uses. (See “Mixed Use”).</i></p> <p>Add the following new definitions:</p> <p><b>Electric Service Provider</b> – <i>See Energy Service Provider</i></p> <p><b>Mixed Use</b> - <i>Existing customers with a mix of residential and non-residential uses (mixed use) will be presumed to be on an applicable rate. However, if the predominate use is demonstrated to be more than 50% of the designated billing classification (residential or non-residential), then the rate may be changed to the billing classification applicable to the predominate use if the billing classification is consistent with the local governmental entity's treatment of the Premise as residential or non-residential (e.g. commercial). For purposes of determining predominate use, all common area usage will be considered residential usage regardless of whether the customer has elected a residential or non-residential billing classification for that common area usage under PG&amp;E's tariffs. To the extent a Residential Dwelling Unit has both gas and electric service, all of the services must be served under the same billing classification. A customer however, has the obligation to notify PG&amp;E if the billing classification is no longer consistent with the predominant use on the meter. PG&amp;E has no obligation to change rates until such notification is received. Rate change obligations shall be prospective only unless PG&amp;E failed to act on a customer notification in a timely fashion. If a notification occurs and there is a failure to act on PG&amp;E's part, then such failure to act will be treated as a billing error under Rule 17.</i></p> <p>Clarifies the criteria for the classification of a customer as “residential” or “non-residential” (commercial) when determining rate eligibility.</p> |
| Electric Rule 15 | <p>In Section D.5.d, add the word “and” before the last item in a list of items.</p> <p>In Section E.2., correct reference to another section of the tariff.</p> <p>In Section J, adds clarity to the definition of Betterment. Section J currently defines betterment as:</p> <p style="padding-left: 40px;">“Facilities installed by Applicant at the request of PG&amp;E in addition to those required under Section B.1.a.”</p> <p>Section B.1.a only refers to facilities which are the Applicant’s responsibility to install. Section B.1.b refers to facilities such as “cables, switches, transformers, and other distribution facilities required to complete the Distribution Line Extension”, which are PG&amp;E’s responsibility to install.</p> <p>Betterment may also include “cables, switches, transformers and other distribution facilities” in excess of those required to complete the Distribution Line Extension”, so the Betterment definition is more clear if written as follows:</p> <p style="padding-left: 40px;">“Facilities installed by Applicant at the request of PG&amp;E in addition to those required under Section B.1.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



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| Tariff                                    | Correction/Additional Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Electric Rule 22.2                        | Delete rule ““Direct Access Service for Qualified Nonprofit Charitable Organizations.” This rule expired on December 31, 2009.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Electric List of Contracts and Deviations | Add an entry to the “Contracts and Deviations” list. This is for the “Limited One-Time Agreement to Perform Tariff Scheduled Related Work” for the County of Placer previously approved in Advice 2901-G.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Electric Sample Form 79-716               | <p>Section C.1.: Remove blank row between items C.1.a and C.1.b and add row for spacing purposes after item C.1.f.</p> <p>Section C.2.g., footnote 4: Clarifies a change in PG&amp;E’s procedures; PG&amp;E will now offer Applicants the use of PG&amp;E-owned mandrels if available and subject to PG&amp;E’s discretion.</p> <p>Section C.7.f.: Add language clarifying that the two working days notice provided by the Applicant prior to commencing Work is a minimum, so that Applicants understand that they may contact PG&amp;E prior to this time to communicate their Work schedule. Further clarifies that PG&amp;E will make every attempt to meet the Applicant’s requested inspection schedule. (The form is currently silent regarding what the Applicant might expect after notifying PG&amp;E of Applicant’s plans to commence work.)</p> <p>Section C.8.a: Specify that PG&amp;E now needs only one set each of gas and electric As-Built Drawings. PG&amp;E now stores these documents electronically, so duplicate hard copy drawings are not needed.</p> <p>Section C. 8.b: Correct typographical error.</p> <p>Section C.8.c.: Correct typographical errors.</p> <p>Section C.8.c: Consistent with Section C.8.e, provide language clarifying that As-built gas service orders must be provided to PG&amp;E prior to pressurization or energization.</p> <p>Section C.8.e.: Consistent with Section C.8.c., add language clarifying that not only must PG&amp;E verify and approve As-built Drawings and marked-up service orders, but these drawings must be provided to PG&amp;E prior to energization and pressurization.</p> <p>Section C. 9.e.: Add “e” to this subsection to clearly identify it.</p> <p>Section G.1.: Correct typographical errors.</p> <p>Section G.1.: Correct language to clarify Applicant’s responsibility for the cost of repairs arising from faulty workmanship or material during the warranty period (removing the incorrectly-worded phrase that the Applicant must “hold PG&amp;E harmless from repair expenses_.</p> <p>Section G.3.: Correct language regarding Applicant’s responsibility during the trench guarantee period, replacing the phrase “...should PG&amp;E determine that defects in trench material or workmanship have developed” with the more correctly worded phrase “...should PG&amp;E determine that defects due to faulty trench material or workmanship have developed.” The current language suggests that the causation of the defect could happen over the two year guarantee period. The proposed language more correctly suggests that the trigger for the defect is faulty material or workmanship employed at the time of installation.</p> <p>Section G. 3.3: Correct typographical errors.</p> <p>Section J.1: Correct typographical error.</p> |

Advice 3248-G/3929-E  
Attachment 2

| Tariff                       | Correction/Additional Information                                                                                                                                                                         |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | Section K.2: Correct typographical error.                                                                                                                                                                 |
| Electric Sample Form 79-771  | Remove “Agreement for Economic Development Incentive on Electric Service” form. This form can be retired because Advice 3698-E created Electric Form 79-1122, which should be used for future agreements. |
| Electric Sample Form 79-937  | Add additional fields to the form. The fields for PM#, LAN ID#, mailing address, city, state and zip are being added.                                                                                     |
| Electric Sample Form 79-1049 | To remove numbers from the “Notification” and “E2D-PM” portion of the form “Agreement to Install Applicant Requested Common Special Facilities.”                                                          |
| Electric Sample Form 79-1115 | Remove “Notice of Intent to Transfer to Direct Access Service” form. This form was only applicable during the Open Enrollment Window (April 16, 2010 To June 30, 2010) and is no longer needed.           |

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

|                                          |                                             |                                                            |
|------------------------------------------|---------------------------------------------|------------------------------------------------------------|
| AT&T                                     | Dept of General Services                    | North Coast SolarResources                                 |
| Alcantar & Kahl LLP                      | Douglass & Liddell                          | Occidental Energy Marketing, Inc.                          |
| Ameresco                                 | Downey & Brand                              | OnGrid Solar                                               |
| Anderson & Poole                         | Duke Energy                                 | Praxair                                                    |
| Arizona Public Service Company           | Economic Sciences Corporation               | R. W. Beck & Associates                                    |
| BART                                     | Ellison Schneider & Harris LLP              | RCS, Inc.                                                  |
| Barkovich & Yap, Inc.                    | Foster Farms                                | Recurrent Energy                                           |
| Bartle Wells Associates                  | G. A. Krause & Assoc.                       | SCD Energy Solutions                                       |
| Bloomberg                                | GLJ Publications                            | SCE                                                        |
| Bloomberg New Energy Finance             | GenOn Energy, Inc.                          | SMUD                                                       |
| Boston Properties                        | Goodin, MacBride, Squeri, Schlotz & Ritchie | SPURR                                                      |
| <br>                                     | <br>                                        | <br>                                                       |
| Braun Blaising McLaughlin, P.C.          | Green Power Institute                       | San Francisco Public Utilities Commission                  |
| Brookfield Renewable Power               | Hanna & Morton                              | Seattle City Light                                         |
| CA Bldg Industry Association             | Hitachi                                     | Sempra Utilities                                           |
| CLECA Law Office                         | In House Energy                             | Sierra Pacific Power Company                               |
| CSC Energy Services                      | International Power Technology              | Silicon Valley Power                                       |
| California Cotton Ginners & Growers Assn | Intestate Gas Services, Inc.                | Silo Energy LLC                                            |
| California Energy Commission             | Lawrence Berkeley National Lab              | Southern California Edison Company                         |
| California League of Food Processors     | Los Angeles Dept of Water & Power           | Spark Energy, L.P.                                         |
| California Public Utilities Commission   | Luce, Forward, Hamilton & Scripps LLP       | Sun Light & Power                                          |
| Calpine                                  | MAC Lighting Consulting                     | Sunshine Design                                            |
| Casner, Steve                            | MBMC, Inc.                                  | Sutherland, Asbill & Brennan                               |
| Chris, King                              | MRW & Associates                            | Tabors Caramanis & Associates                              |
| City of Palo Alto                        | Manatt Phelps Phillips                      | Tecogen, Inc.                                              |
| City of Palo Alto Utilities              | McKenzie & Associates                       | Tiger Natural Gas, Inc.                                    |
| City of San Jose                         | Merced Irrigation District                  | TransCanada                                                |
| Clean Energy Fuels                       | Modesto Irrigation District                 | Turlock Irrigation District                                |
| Coast Economic Consulting                | Morgan Stanley                              | United Cogen                                               |
| Commercial Energy                        | Morrison & Foerster                         | Utility Cost Management                                    |
| Consumer Federation of California        | NLine Energy, Inc.                          | Utility Specialists                                        |
| Crossborder Energy                       | NRG West                                    | Verizon                                                    |
| Davis Wright Tremaine LLP                | NaturEner                                   | Wellhead Electric Company                                  |
| Day Carter Murphy                        | Navigant Consulting                         | Western Manufactured Housing Communities Association (WMA) |
| <br>                                     | <br>                                        | <br>                                                       |
| Defense Energy Support Center            | Norris & Wong Associates                    | eMeter Corporation                                         |
| Department of Water Resources            | North America Power Partners                |                                                            |