



**Electric Sample Form No. 79-1229**

Sheet 1

AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK INTERIM IMPLEMENTATION  
OF ELECTRIC RULE NO. 30

**Please Refer to Attached  
Sample Form**

(Continued)

*Advice* 7772-E  
*Decision* D.25-07-039

*Issued by*  
**Shilpa Ramaiya**  
*Vice President*  
*Regulatory Proceedings and Rates*

<i>Submitted</i>	December 4, 2025
<i>Effective</i>	December 4, 2025
<i>Resolution</i>	



**AGREEMENT TO PERFORM TARIFF SCHEDULE  
RELATED WORK  
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This Agreement shall at all times be subject to such modifications as the CPUC may direct in the exercise of its jurisdiction.

This Agreement is effective when it has been executed by both Parties and is approved by the CPUC ("Effective Date").

The signatories below represent that they have the authority to bind their respective Party.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**PACIFIC GAS AND ELECTRIC  
COMPANY**

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment A to  
PG&E Agreement to Perform Tariff Schedule Related Work – Electric  
Rule No. 30**

**Description of Work and Facility**

[Applicant Name], a [State] [Corporation/Limited Liability Corporation] (Applicant) is developing a [description of facility] located at [Address] (Facility). Applicant has submitted an electric service application to PG&E requesting electric Load demands at full build of [## MW] at [##] power factor. The Facility's electric Load is expected to operate continuously with proposed operation starting by [Month Year].

PG&E proposes to interconnect the Facility through [single/dual] [overhead/underground] Transmission Service Facilities which interconnect to PG&E's electric transmission network at [substation/switching station name].

**1. Description of Work**

Interconnection of Applicant's Facility will involve the following work to be performed by PG&E as described in the Preliminary Engineering Study Report provided by PG&E to the Applicant dated [Month Day, Year] ("PES Report"):

[Description to be added]

Except as provided herein, all Work shall be in accordance with the current version of PG&E's Transmission Interconnection Handbook as posted on PG&E's website and governed by PG&E's Electric Rule 30.

**2. Usage Forecast**

The following is the Usage Forecast provided by Applicant for the Facility's expected Load for the first ten (10) years that the Transmission Facilities are in service:

[Add Usage Forecast from PES Report]

**3. Estimated In-Service Date**

The estimated in-service date from the PES Report is: \_\_\_\_\_ ("Estimated In-Service Date").

The Estimated In-Service Date is contingent on and may change as a result of: (1) the scope of Work changing materially from the PES Report; (2) unforeseen challenges that cause delay during project implementation both within and outside of PG&E's control; (3) any Force Majeure event; and (4) timely payment of PG&E invoices by Applicant.

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**Attachment B to  
PG&E Agreement to Perform Tariff Schedule Related Work – Electric  
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**Project Specific Cost Estimates, Standard/Special Facilities Cost  
Estimates, Advances, and Actual Cost Payments**

**1. Project Specific Cost Estimates for Facilities to Be Installed by PG&E**

Pursuant to Electric Rule 30.C.2, PG&E is providing the following Project Specific Cost Estimate to Applicant. The Project Specific Cost Estimate is the base case for PG&E's work using an AACE Class 5 Estimate.

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**2. Standard Facilities Cost Estimate and Special Facilities Cost Estimate**

Pursuant to Electric Rule 30.A.3, Applicant has requested, and PG&E has agreed, to the installation of Special Facilities to provide Retail Service to the Facility. Special Facilities are addressed in more detail in Attachment C.

Pursuant to Electric Rule 30.A.3.d, PG&E is providing the following Standard Facilities Cost Estimate and Special Facilities Cost Estimate:

- Standard Facilities Cost Estimate:

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- Special Facilities Cost Estimate:

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**3. Advance**

Pursuant to Electric Rule 30.C.2, Applicant and PG&E have agreed to the following Advance to be paid on the following date for the Transmission Service Facilities (Facility Type 1), Transmission Interconnection Upgrades (Facility Type 2), and/or Transmission Interconnection Network Upgrades (Facility Type 3):

Advance Amount	Advance Due Date

Failure to pay the Advance by the advance due date is addressed in Electric Rule 30.C.2.b.

**4. Actual Cost Payments**

Pursuant to Electric Rule 30.C.4, Applicant and PG&E have agreed that PG&E will invoice Applicant *[not more than one each month]*<sup>1</sup> for Actual Cost Payments. Applicant is required to pay invoices within forty-five (45) calendar days consistent with Electric Rule 30.C.4.b. Failure to timely pay the invoice is addressed in Electric Rule 30.C.4.b.

**5. Pre-Funding Loan**

Applicant and PG&E have agreed that PG&E will provide Applicant with the estimated costs for the development of all Transmission Network Upgrades (Facility Type 4). Applicant will finance the Transmission Network Upgrades in the form of a pre-funding loan ("Pre-Funding Loan"). Applicant is required to provide PG&E with the Pre-Funded Loan amount within *[payment due date]* of the Effective Date. To the extent the actual costs for the development of Transmission Network Upgrades (Facility Type 4) exceed the Pre-Funding Loan amount, PG&E may issue a true-up to Applicant for such amount, which Applicant is required to provide to PG&E within *[payment due date]*. Applicant shall provide a pre-funding loan for 100 percent of the Actual Costs of all Transmission Network Upgrades (Facility Type 4). In addition to the principal Pre-Funding Loan amount and the amount of any true-up, the Applicant shall be responsible for any ITCC on any portion of the Pre-Funding Loan and true-up amount, which is deemed taxable at the rate provided in PG&E's Preliminary Statement J. Repayment of the Pre-Funding Loan and true-up amount shall be determined by the CPUC in a final decision in Application 24-11-007.

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<sup>1</sup> [Applicant and PG&E can agree to less frequent invoicing, but invoicing shall be no more frequent than once each month. If Applicant and PG&E agree to less frequent invoicing, invoice cadence should be specified in this provision]

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**Attachment C to  
PG&E Agreement to Perform Tariff Schedule Related Work – Electric  
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**Description of Special Facilities and Costs**

**1. Description of Special Facilities**

Pursuant to Electric Rule 30.A.3, the Applicant has requested, and PG&E has agreed to, the installation of the following Special Facilities for purpose of providing Retail Service to the Facility:

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**2. Special Facilities Cost Estimate**

PG&E has provided the following Special Facilities Cost Estimate for the Special Facilities described in Attachment C, Section C.1 above:

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**3. Special Facilities Monthly Cost of Ownership Charge**

Consistent with Electric Rule 30.A.3.e-f, Applicant shall select and pay to PG&E either:

- ☐ 3.1 A continuing monthly charge for the Special Facilities representing the continuing ownership costs of the Special Facilities as determined in accordance with the applicable percentage rate established in the Special Facilities section of PG&E Electric Rule No. 2.I (Special Facilities Monthly Cost of Ownership Charge). The Special Facilities Monthly Cost of Ownership Charge shall automatically increase or decrease without formal amendment to this Agreement if the CPUC should subsequently authorize a higher or lower percentage rate for monthly costs of ownership for Special Facilities as stated in Rule No. 2.I, effective with the date of such authorization; or,
- ☐ 3.2 *[add amount]* (Equivalent One-Time Payment) which is the present worth of the Special Facilities Monthly Cost of Ownership Charge for the estimated life of the facilities, in lieu of the continuing Special Facilities Monthly Cost of Ownership Charge.

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The Special Facilities Monthly Cost of Ownership Charge shall commence on the date the Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date.

**4. Access**

Where it is necessary to install Special Facilities on Applicant's Premises, Applicant hereby grants to PG&E:

- 4.1 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,
- 4.2 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.

**5. Easements and Rights of Way**

Where formal rights of way or easements are required on and over Applicant's property or the property of others for the installation of the Special Facilities, Applicant understands and agrees that PG&E shall not be obligated to install the Special Facilities unless and until any necessary permanent rights of way or easements, satisfactory to PG&E, are granted.

**6. Delays**

PG&E shall not be responsible for any delay in completion of the installation of the Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or Commission, delay in obtaining necessary rights of way and easements, act of God, or any other cause or condition beyond the control of PG&E. PG&E shall have the right, in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control.

**7. PG&E Property**

Special Facilities provided by PG&E shall at all times be and remain the property of PG&E.





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**8. No Service Guaranty**

As provided in PG&E's Electric Rule No. 14, Applicant understands that PG&E does not guarantee electric service to be free from outages, interruptions, and/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.

**9. Removal, Replacement, Alteration, and/or Rearrangement of Special Facilities**

If it becomes necessary for PG&E to remove, replace, alter, and/or rearrange the Special Facilities, including, but not limited to the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate the use of Special Facilities or to pay PG&E additional Special Facilities consisting of:

- 9.1 An Advance for the removal, replacement, alteration, and/or rearrangement, for the Special Facilities; plus,
- 9.2 Additional payment(s) for Actual Costs above the Advance for the removal, replacement, alteration, and/or rearrangement, for the Special Facilities; plus,
- 9.3 A revised Special Facilities Monthly Cost of Ownership Charge or Equivalent One-Time Payment based on the total net estimated additional Actual Costs of any for the removal, replacement, alteration, and/or rearrangement, for the Special Facilities. Such revised Special Facilities Monthly Cost of Ownership Charge or Equivalent One-Time Payment shall be determined in the same manner as described in Attachment C, Section C.3 above.

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**Attachment D to  
PG&E Agreement to Perform Tariff Schedule Related Work – Electric  
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**Applicant Contribution**

**1. Description of Contribution**

Pursuant to Electric Rule 30.C.3, Applicant has agreed to provide, and PG&E has agreed to accept, the following Contribution (in kind services, equipment, and/or land and property rights to PG&E for purposes of installing the Transmission Facilities)

*[Description of  
Contribution]:* \_\_\_\_\_

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**2. Binding Estimated Cost of Contribution**

Pursuant to Electric Rule 30.C.3.a, Applicant has provided the following binding estimated cost of each Contribution (estimated cost of each service, piece of equipment, and/or land and property rights included in the Applicant's proposed Contribution)

*[Binding estimated cost of Contribution]:*

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### **3. Property on Applicant's Premises to Provide Service to the Applicant's Facility**

Pursuant to Electric Rule 30.A.2.c and C.3.c, Applicant shall provide without cost to PG&E all land and/or permanent rights of way or easements, satisfactory to PG&E, on Applicant's Premises that PG&E deems necessary in order to provide Retail Service to the Facility. Land and/or property rights on the Premises provided by the Applicant to PG&E shall not be considered a Contribution if the land and/or property rights are solely needed to provide Retail Service to the Facility, where the facilities are dedicated to Applicant and not capable of expansion to serve others.

### **4. Ownership**

Upon acceptance by PG&E, Contributions shall become and remain the property of PG&E.

**Attachment E to  
PG&E Agreement to Perform Tariff Schedule Related Work – Electric  
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**Applicant Build Option**

**1. Applicability**

Attachment E applies where the Applicant proposes to install new electric facilities under Electric Rule 30.E. In addition to the terms and conditions in this Attachment E, the Applicant shall fully comply with the Applicant Build Option requirements in Electric Rule 30.E.

**2. Supplemental Definitions**

The following words and their definitions are provided for uniformity and clarity between PG&E, the Applicant, and the Applicant's Contractor(s) or Subcontractor(s). These definitions are also included in Attachment G and are repeated here for ease of reference.

- 2.1. Applicant Project: The electric facilities planned, designed, engineered and/or constructed consistent with the Applicant Work.
- 2.2. Applicant Work: All labor, materials, equipment, and any other job requirements performed by the Applicant and/or by Applicant's Contractor(s) and/or Subcontractor(s) related to the Drawings and/or the work performed under this Attachment E.
- 2.3. Change Order: Authorization to add, delete, or change Applicant Work. PG&E's Change Order form provides a description of the authorization to perform additional or delete Applicant Work as agreed to by Applicant and PG&E.
- 2.4. Contractor: The Applicant's agent who enters into a contractual agreement with the Applicant for the installation of the specified electric facilities. All obligations of the Applicant as specified in the Agreement shall also apply to the Contractor and its Subcontractors.
- 2.5. Drawings: As used in this Attachment E, Drawings include the following as applicable:
  - 2.5.1 Standard Drawings: Drawings prepared by PG&E depicting requirements for design, construction, operation and maintenance of its operating facilities.



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- 2.5.2 Construction Drawings: A drawing(s) depicting the site-specific requirements for a defined project.
- 2.5.3 Composite Drawing: Electric site construction drawings(s) that provide a layout of proposed Applicant Work in sufficient detail to allow the Applicant and/or the Contractor(s) and Subcontractor(s) to plan and perform the Applicant Work.
- 2.5.4 As-Built Drawing: A drawing by Applicant clearly showing all installed facilities prepared upon completion of the Applicant Project. This may include but is not limited to the electric facilities installed.
- 2.6 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) Permit; and/or (d) lease agreement.
- 2.7 Material Suppliers: Those vendors, suppliers, and manufacturers who have been qualified by PG&E to supply material according to PG&E specifications.
- 2.8 Permit: A written agreement or license for the Applicant Work issued by an agency or governmental authority having jurisdiction.
- 2.9 Specification: The document attached hereto as Appendix A, comprising technical and operating specifications for Applicant Work. The Specifications may be updated by PG&E as the Applicant Project proceeds through planning, design, engineering, and construction.
- 2.10 Subcontractor: The party or parties entering into a contractual agreement with the Applicant's Contractor or another Subcontractor for the installation of a portion of the Applicant Project. The obligations, where set forth in this Agreement, shall also apply to Subcontractors regardless of level or tier.
- 2.11 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.
- 2.12 Utilities: Agencies, public or private, which install, own, and operate utility facilities intended for general public, municipal or private use.



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**3. Applicant Work General Requirements**

- 3.1. Applicant shall obtain PG&E's approval or approval-to-proceed at each designated milestone before moving to the next phase of the Applicant Work.
- 3.2. PG&E will conduct timely reviews, approvals, inspections and acceptance of Drawings, project documentation, reports, deliverables, schedules, materials and other work as described in the Specification.
- 3.3. Consistent with Electric Rule 30.E.11.a, prior to the Effective Date or on a date mutually agreed to in writing by the Parties, Applicant shall provide PG&E a binding estimated cost of Applicant Build Facilities. After receiving the binding estimated cost for the Applicant Build Facilities, PG&E may decide whether or not Applicant is eligible for the Applicant Build Option.
- 3.4. Applicant shall furnish PG&E a detailed Applicant Project schedule of the Applicant Build Facilities as described in the Specification. Applicant will keep PG&E advised periodically and upon request as to the progress of design, procurement, and construction efforts.
- 3.5. Applicant and its Contractor(s) and Subcontractor(s) shall plan and conduct all Applicant Work in a manner that safeguards 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). Applicant 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&E. Before digging, Applicant and/or its Contractor(s) and Subcontractor(s) shall contact, "Underground Service Alert" (USA), and abide by its rules and procedures. PG&E may require Applicant and its Contractor(s) and Subcontractor(s) to observe reasonable safety precautions in addition to those in use or proposed by Applicant or other agencies, which will be provided to Applicant in writing. Neither the giving of special instructions by PG&E nor the adherence thereto by Applicant shall relieve Applicant of the sole responsibility to maintain safe and efficient working conditions.



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- 3.6. The Parties shall cooperate with each other using commercially reasonable efforts to obtain all Permits and authorizations necessary to accomplish the construction and commissioning of the Applicant Work in compliance with applicable laws and regulations.
- 3.7. Before the Applicant Build Facilities are placed into service, the Parties shall complete the testing and job closeout procedures described in the Specification to ensure the Applicant Build Facilities' safe and reliable operation. Workmanship shall be of acceptable quality in every respect, plumb and true, and shall comply or exceed the requirements of the Specification and the Drawings. The Applicant Build Facilities will not be accepted by PG&E and placed into service unless and until all testing procedures are completed and documented to PG&E's satisfaction and any construction-related liabilities and liens are discharged. Applicant shall, at its expense, make any modifications to the Applicant Build Facilities that are found to be necessary as a result of such testing.
- 3.8. Applicant shall deliver to PG&E As-Built Drawings, information, and any other documents that are reasonably required by PG&E to assure that the design and construction of the Applicant Build Facilities is correctly documented and that the Applicant Build Facilities are built to the Specifications. An itemized list of required documents is included in the Specification. The required documents shall be owned by PG&E.
- 3.9. The Specification describes procedures and documentation that are required for processing certain categories of reviews, approvals, and acceptances that are required from PG&E pursuant to this Attachment E. The Parties will comply with those requirements. If the Specification does not address a particular circumstance, then PG&E shall respond to Applicant's written request within a reasonable period of time and will use commercially reasonable efforts to complete its review and respond to the request on a timely basis.
- 3.10. Applicant shall immediately report in writing to PG&E any discrepancies, errors, or inconsistencies in the Specifications and/or Drawings.

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## **4. Responsibilities**

Applicant's and PG&E's responsibilities for work are noted in the tables below. If there is a conflict between these tables and Electric Rule 30, other provisions in the Agreement, the Drawings, and/or the Specification, the provisions of Electric Rule 30, other provisions in the Agreement, the Drawings, and/or the Specification is controlling.

<b>1. APPLICANT PROJECT INITIATION AND ENGINEERING</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
a. Applicant will submit electric loads, plans, and Drawings and other information as required by PG&E.	X	
b. PG&E shall furnish to the Applicant, in a timely manner, the following (where applicable): Construction Drawing(s) and Specifications.		X
c. For overhead facilities, PG&E shall contact other Utilities for intent to use the proposed overhead facilities.		X
d. PG&E will review Applicant's Composite Drawings. Approval will be granted if the Composite Drawings meet all the necessary requirements.		X
e. Upon receipt of the Applicant's approved Composite Drawings, PG&E shall prepare any site Construction Drawing(s) and Specifications for the Applicant Work.		X
f. Applicant shall prepare, update and provide as necessary a project schedule to specify the starting dates and duration for the new electric facilities.	X	





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<b>2. MATERIALS<sup>1</sup></b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
a. The Applicant shall determine the material requirements from the approved Drawings. Quantities for individual assemblies (e.g., pole structures, 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, 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 Applicant Work.	X	
b. Applicant will provide a Material Summary sheet(s) identifying the materials and quantities for the Applicant Work. The material summary is intended to include most major materials and some minor materials for the job. Material codes, if identified, are PG&E's company assemblies that may be available from approved vendors only as individual components.  <b>It is emphasized that Applicant bears the ultimate responsibility to ensure that all materials necessary to construct its Applicant Project are ordered using the approved Construction Drawing(s) and Specifications.</b>	X	
c. PG&E shall provide the Applicant a list of approved Material Suppliers for the procurement of material.		X
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.	X	
e. The Applicant shall be responsible for:  (1) procurement of all materials in accordance with PG&E requirements from PG&E-approved Material Suppliers;  (2) material storage and security;	X	

<sup>1</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.



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<b>2. MATERIALS<sup>1</sup></b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
(3) disposal of excess materials; (4) immediate removal from the job site of materials rejected by PG&E; and, (5) equipment with repairable defects may be repaired rather than being replaced at the discretion of the responsible PG&E standards engineer. Equipment to be replaced shall be removed from the job site without undue delay.		
f. Prior to the installation of materials, the Applicant shall provide PG&E with supplier's certifications that all permanent materials to be used in the Applicant Work comply with the 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.  If Applicant fails to provide materials in compliance with the specification and Drawings, PG&E reserves the right to reject the material. Any materials that are defective or in the opinion of PG&E show signs of deterioration shall be immediately removed from the job site and replaced by the Applicant.	X	
g. The Applicant is responsible for furnishing all materials <sup>2</sup> and tools <sup>3</sup> for the Applicant Work. Storage and handling of all material shall be in accordance with the applicable PG&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	X	

<sup>2</sup> PG&E will normally not sell materials to Applicants who chose the Applicant Build Option. However, 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 or Subcontractor) if **all** of the following criteria are met: (1) the Applicant has demonstrated that it has 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 the Applicant; (3) the materials in PG&E stock are not dedicated nor needed for other projects or Applicant Work; (4) all payments including the appropriate taxes, overheads and any cost associated with the sale are collected up-front; and (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>3</sup> Under no circumstance shall PG&E loan tools, with the exception of mandrels which may be loaned to Applicants at PG&E's discretion.



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<b>2. MATERIALS<sup>1</sup></b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
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.		
h. The Applicant shall ensure PG&E access to all material storage areas or facilities.	X	

<b>3. PAYMENTS</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
<p>a. Applicant shall compensate PG&amp;E for any of the following review and oversight costs related to the Applicant Work that are incurred by PG&amp;E:</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 Drawings, material specifications, and construction specifications documents for the Applicant Work;</li><li>(5) Construction and material inspections;</li><li>(6) PG&amp;E administrative charges associated with the Applicant Work; and/or,</li><li>(7) Any labor and material costs necessary to complete the installation of the Applicant Work</li></ul> <p>Pursuant to Electric Rule 30.E.1.d, these costs incurred by PG&amp;E for the Applicant Work are to be paid by the Applicant.</p>	X	



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<b>4. PERMITS, LICENSES AND SPECIAL INSPECTION</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
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 Applicant Work.	X	
b. Applicant shall, without cost to PG&E, obtain all required Permits, serve notices, arrange for inspection and pay fees and deposits. Applicant Work shall comply with the applicable governmental rules, regulation and ordinances.	X	
c. Should special supervision or inspection of construction activities be required by any grantor or permitter, as a condition of the Permit or grant of occupation, Applicant shall be responsible to pay all costs of such supervision and inspection.	X	

<b>5. CONSTRUCTION</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
a. Pursuant to Electric Rule 30.E.7, the Applicant shall only solicit installation bids from qualified Contractors/Subcontractors who shall:  (1) Be licensed in California for the appropriate type of work (electrical, general, etc.);  (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);  (3) Comply with applicable laws (Equal Opportunity Regulations, OSHA, EPA, etc.);  (4) Be from an approved list of contractors furnished by PG&E; and,  (5) Have adequate insurance coverage (worker's compensation, liability, property damage).	X	



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<b>5. CONSTRUCTION</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
Pursuant to Electric Rule 30.E.8, an Applicant who intends to employ a qualified Contractor/Subcontractor should consider whether the qualified Contractor/Subcontractor:  (1) Is technically competent;  (2) Has access to proper equipment;  (3) Demonstrates financial responsibility commensurate with the scope of the contract; and,  (4) Is able to furnish surety bond for performance of the contract, if required.		
b. Applicant and its Contractor(s)/Subcontractor(s) shall use only PG&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 Applicant Project is constructed from preliminary Drawings or from non-PG&E approved Construction Drawings.	X	
c. Applicant shall require the Superintendent to be in charge of the worksite, to supervise the Contractor(s) and Subcontractor(s) work, to exercise control as may be require and to be available to PG&E at the time when Applicant Work is being performed.	X	
d. Applicant shall prepare, update and provide as necessary a construction schedule to specify the starting dates and duration of the installation and clean-up for Applicant Work.	X	
e. The Applicant shall be responsible both for arrangement of a pre-construction meeting for all pole line occupants and coordination of all field installation of other joint pole occupant's facilities. The pre-construction meeting should be held a minimum of ten (10) working days prior to commencement of Applicant Work.	X	
f. Applicant is to coordinate the installation of other Utilities, e.g., telephone, cable TV , to minimize costs to each party.	X	
g. The Applicant shall schedule the Applicant 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	X	



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<b>5. CONSTRUCTION</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
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-through and before energization, the Applicant shall tag the electrical distribution, electrical 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.	X	
i. Applicant shall plan and conduct the Applicant Work to safeguard persons and property from injury. Applicant shall direct the performance of the Applicant Work in compliance with reasonable Applicant 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 Cal-OSHA.  Applicant 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&E.  Before any digging (if applicable), Applicant shall contact, "Underground Service Alert" (USA), and abide by its rules and procedures.  PG&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>	X	
j. PG&E shall perform all Work involving connecting the Applicant's installed facilities to PG&E's facilities.		X
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 Applicant Work or to suspend Applicant Work.	X	



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<b>6. CHANGES AND EXTRA APPLICANT WORK</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
a. PG&E or the Applicant may require changes in the Applicant Work or in the provisions governing the Applicant Work. Increase in Applicant Work, decrease in Applicant 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 Applicant Work covered by a Change Order. Pricing shown in the Change Orders may be flat costs and shall include all indirect or intangible costs.	X	X
b. For a change in Applicant Work requested by PG&E, PG&E shall re-estimate the Applicant Work to determine the value of the incremental direct labor and material costs.		X
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 Applicant 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.	X	X
d. In the event the extra Applicant 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.		X
e. For a change in the Applicant Work requested by the Applicant and agreed to by PG&E on the Change Order Form, PG&E shall re-estimate the Applicant Work to determine the value of the incremental direct labor and material costs. PG&E shall determine the value of additional engineering and specification preparation charges for changes in the Applicant Work. The Applicant shall be responsible for any increased costs.	X	X





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<b>7. INSPECTION</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
a. The Applicant agrees to a thorough and detailed inspection (100%) by PG&E of the Applicant Work.	X	
b. Applicant's contracts with Contractor(s) and Subcontractors will provide for PG&E's right to conduct the required inspections.	X	
c. Applicant shall pay the cost of inspection, including PG&E administrative overheads and payroll additives, per diem, transportation, etc. Pursuant to Electric Rule 30.E.1.d, these costs incurred by PG&E for the Applicant Work are to be paid by the Applicant.	X	
d. PG&E shall have free access to the Applicant Work at all times.	X	
e. PG&E has the right to make field and shop inspections and material tests. See material section for additional material inspection instructions.	X	
f. The Applicant shall notify PG&E a minimum of two (2) working days in advance of commencing any related Applicant Work. Every attempt will be made to meet the requested inspection window.	X	
g. PG&E will assign a representative(s) to observe and approve all Applicant Work related to the 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.		X
h. PG&E may direct the Applicant Work in areas adjacent to electrically energized facilities.		X
i. Applicant agrees that no Applicant Work shall be performed unless PG&E is present or the Applicant has received prior written consent from PG&E to proceed.	X	
j. The Applicant agrees that neither the making, nor the failure to make, inspections and tests nor the express or implied approval of the Applicant Work by PG&E shall relieve Applicant from the responsibility to complete and guarantee the Applicant Work as specified. Rejected Applicant Work	X	





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<b>7. INSPECTION</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
shall be remedied at the Applicant's expense and shall not be eligible for Refund under Electric Rule 30.		
k. In the event that the Applicant fails to maintain the anticipated progress and the Applicant 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 Applicant Work duration.	X	

<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 electric As-Built Drawings and marked up service orders (when applicable) marked in red and signed by Applicant prior to energization.	X	
b. In accordance with PG&E standards, the Applicant shall provide As-Built Drawings.	X	
c. Applicant shall have all As-Built Drawings and marked up service orders verified by, approved by, and submitted to PG&E prior to energization.	X	

<b>9. FINAL ACCEPTANCE AND CONVEYANCE<sup>4</sup></b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
a. Upon satisfactory completion of the Applicant Work, PG&E will energize the distribution or transmission system making the distribution or transmission system operational. Energization will serve as PG&E's final acceptance of the Applicant Work.		X
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	X	

<sup>4</sup> Failure or neglect of PG&E to condemn or reject inferior Applicant Work or material shall not be construed or imply an acceptance of such Applicant Work or materials.



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<b>9. FINAL ACCEPTANCE AND CONVEYANCE<sup>4</sup></b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
interest in and to all such Applicant Work and the Applicant Project.		
c. Guarantee and warranty periods shall commence on the date of final acceptance by PG&E.	X	X
d. Services not completed (tied-in) upon final acceptance of the distribution or transmission system shall not be accepted with the distribution or transmission system. These services shall be accepted on the date(s) the first meter is set on the service.	X	X
e. The risk of loss or damage to the Applicant Work and materials shall remain with Applicant, Contractor(s) and/or Subcontractor(s), until the Applicant Work is accepted by PG&E.	X	

<b>10. PARTIAL USE OF FACILITIES</b>	<b>APPLICANT</b>	<b>PG&amp;E</b>
a. The Applicant shall ensure that the utilization of such portions of the Applicant Project will in no way delay completion of the entire system.	X	
b. PG&E shall assume the responsibility for maintenance and operation of the portions of the Applicant Project conveyed.		X
c. 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.	X	
d. Authorization by PG&E for the partial use of the Applicant Project shall only be granted for the convenience of PG&E.		X
e. Applicant must complete enough of the permanent system to minimize future hot tie-ins and Applicant Work near energized facilities. PG&E may require completion of system sections as it deems acceptable.	X	



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**5. Contractors and Subcontractors**

- 5.1. Each Contractor and Subcontractor shall be covered by and comply with this Agreement. 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 Applicant Work as are provided for under the contract documents governing the Applicant Work.
- 5.2. A Contractor and Subcontractor shall provide insurance of the same type and limits as required of Applicant in Section 6 below, unless otherwise authorized in writing by PG&E.
- 5.3. 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 Contractor and/or Subcontractor.
- 5.4. No Contractor or Subcontractor, regardless of its approval by PG&E, shall bind or purport to bind PG&E.

**6. Insurance**

Applicant shall maintain the following insurance coverage with insurers rated no less than A- (with a minimum size rating of VII) by Bests' Insurance Guide and Key Ratings and authorized to do business in the State of California.

- 6.1 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(s), and/or Subcontractor(s) performs Applicant Work. Employers' Liability insurance shall not less than One Million Dollars (\$1,000,000) for injury or death per accident.
- 6.2 Commercial General Liability: Coverage for premises and operations, bodily injury (including death), personal injury, property damage, products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, and (i) liability of PG&E that would be imposed without the Agreement, or (ii) liability assumed by PG&E in a contract or agreement that is an "insured contract" under commercial general liability insurance policy. Such insurance shall include no cross liability exclusions or separation of insured clause endorsement exclusions, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate.



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- 6.3 Business Auto: Coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- 6.4 Excess Liability Insurance: Over and above the Employer's Liability Commercial General Liability and Business Automobile Liability Insurance coverage, with a minimum limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 6.5 Policy Terms: The Commercial General Liability Insurance, Business Automobile Insurance, and Excess Liability Insurance policies shall include PG&E, its parents, subsidiaries, respective directors, officers, agents, servants and employees as additional insureds ("PG&E Additional Insureds"). All policies shall contain provisions whereby the insurers waive all rights of subrogation against the PG&E Additional Insureds. The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and non-contributory. Applicant shall be responsible for its respective deductibles.
- 6.6 Additional Insurance Provisions: Before commencing performance of Applicant Work, Applicant shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Applicant. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E. PG&E may inspect the original policies or require complete certified copies, at any time. The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after the completion of the Applicant Work, which coverage may be in the form of extended reporting period coverage if agreed by the Parties.
- 6.7 Incident Report: The Applicant agrees to report in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage greater than \$25,000, including within the scope of coverage of such insurance whether or not such coverage is sought.

The Applicant is also responsible for its Contractor(s) and Subcontractor(s) maintaining sufficient limits of the same coverage. Documentation of same coverage by Contractor(s) or Subcontractor(s) shall be available from Applicant upon request.



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**7. Indemnity and Withholding**

- 7.1 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(s) or Subcontractor(s); injury to property of PG&E, Applicant, Contractor(s), Subcontractor(s), 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, 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.
- 7.2 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 Applicant 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 Applicant 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.
- 7.3 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.

**8. Guarantees and Equipment Warranty**

- 8.1 Guarantees: In addition to the guarantees provided under this Attachment E, or implied in fact or in law, Applicant shall leave the entire Applicant Project in satisfactory working condition and shall be responsible for the repair or replacement at its expense of any part of the Applicant Work and/or Applicant Project that develops defects due to faulty material or workmanship within a period of two (2) years after energization. Applicant shall, at its expense repair or replace other Applicant Work, equipment or



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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 two (2) years from the date of acceptance of the repaired or replaced part.

- 8.2. Equipment Warranty: Applicant shall warrant that equipment furnished and installed by Applicant will be of the kind and quality described in this Attachment E, free of defects in workmanship, and material, and unless otherwise specified, fit for its intended purpose. The warranty period shall begin from the date the materials are energized and shall extend for two (2) years. The warranty period for all other services shall begin on the energization date and shall extend two (2) years. Should the equipment fail during that period, Applicant shall be liable for all cost associated with repair and replacement of the equipment.

## **9. Legal Requirements**

- 9.1 Liens: Applicant shall discharge at once and hold PG&E harmless from any liens that may be filed in connection with the Applicant 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.
- 9.2 Performance Bond: If required by PG&E, Applicant shall require the Contractor(s) or Subcontractor(s) to obtain, within five (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 twenty-one (21) days of receipt from Applicant of the surety company's invoice.
- 9.3 Infringement Protection: Royalties or other charges for patents for designs, machinery, equipment or materials furnished by Applicant for the Applicant Work, or for processes or arts employed by Applicant in performing the Applicant Work, shall not be included in the basis for cost reimbursement. 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





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item with non-infringing item satisfactory to PG&E; modify the item so it becomes non-infringing; or remove the item.

**10. Rights of PG&E**

The Applicant shall provide PG&E, as part of the Applicant's contract with its Contractor(s), the necessary rights to enforce the applicable portion of this Attachment E. PG&E shall have the right to inspect and approve any aspect of the Applicant Work relating to the procurement and installation of electric facilities which will become part of PG&E's electric system. The Applicant shall honor and enforce any reasonable request made by PG&E.

**11. Right to Suspend Applicant Work**

- 11.1 In the event of the failure of the Applicant an/or its Contractor(s)/Subcontractor(s) to carry on any part of the Applicant 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.
- 11.2 If Applicant does not remedy such failure within seven (7) calendar days after such notice is given, PG&E may, at its option and regardless of the state of completion of the Applicant Work, require the Applicant to terminate the Applicant Work. In such event, the Applicant may award all the remaining Applicant Work to another Contractor(s) and/or Subcontractor(s), or the Applicant may proceed with any part of the Applicant Work and award the remaining Applicant Work to another Contractor and/or Subcontractor. In such event, Applicant shall deed to PG&E, and PG&E shall accept, only that portion of the Applicant 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 Applicant Work at PG&E's request.
- 11.3 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 Applicant Work, PG&E may require the Applicant to suspend the Applicant Work in progress. Applicant shall be liable for additional costs to PG&E arising from termination.



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- 11.4 If (1) the Contractor(s) and/or Subcontractor(s) seeks relief under applicable law for the benefit of an insolvent or is adjudged bankrupt, or (2) legal action is commenced against the Contractor(s) and/or Subcontractor(s) which in PG&E's opinion may interfere with the completion of the Applicant Work, the Applicant will honor the demand of PG&E to terminate the contract between the Applicant and Contractor(s) and/or Subcontractor(s). If the contract between the Applicant and Contractor(s) and/or Subcontractor(s) is terminated, the Contractor(s) and/or Subcontractor(s) shall vacate the Applicant Work site. Applicant shall be liable for additional costs to PG&E arising from termination.
- 11.5 In the event of a labor dispute or strike by Applicant's, Contractors', or Subcontractors' employees which threatens the progress of Applicant 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 Applicant Work for cause. This paragraph shall be applicable whether or not any Applicant, Contractor(s), or Subcontractor(s) is directly involved in a labor dispute.

**12. Compliance with Laws and Regulations**

- 12.1 During the performance of the Applicant Work, Applicant, Contractor(s) and/or Subcontractor(s), including their respective 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.
- 12.2 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 Applicant Work. Applicant shall be responsible to pay all taxes applicable to its operations as imposed by any governing authority.





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- 12.3 Applicant shall require any Contractor(s) and/or Subcontractor(s) to whom any portion of the Applicant 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(s) and/or a Subcontractor(s) to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.

### **13. Federal Equal Opportunity Laws**

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:

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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



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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.

- 13.6 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.
- 13.7 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.
- 13.8 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.

#### **14. Contractor and Subcontractor Compliance**

The Applicant shall ensure that its selected Contractor(s) and Subcontractor(s) conform to all PG&E requirements as stated in the Agreement, all applicable Drawings, the Specifications, and all applicable PG&E Electric Rules.

#### **15. PG&E Ownership**

Upon completion of construction by Applicant and inspection and acceptance by PG&E, title and ownership for the electric facilities installed by Applicant under this Agreement shall vest in PG&E. Applicant hereby grants and conveys to PG&E, its successors and assigns, all rights, title and interest in and to all such work and facilities, free and clear of all liens and encumbrances.

#### **16. Conflicts**

Should any conflict exist between the Agreement and the Specifications, the Agreement shall prevail. In the case of differences between the Specifications and Drawings, the Specifications shall prevail. In the case of differences between the Construction and Standard Drawings, the Applicant shall immediately so inform PG&E and PG&E shall determine which is the applicable Drawing or portion of a Drawing.

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**Attachment F to  
PG&E Agreement to Perform Tariff Schedule Related Work – Electric  
Rule No. 30**

**Terms and Conditions**

**1. CPUC Jurisdiction**

This Agreement shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the CPUC and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction, including, without limitation, potential modifications made by the CPUC in a final decision in Application 24-11-007 with respect to refunds, repayments and accrued interest for Advances, Actual Cost Payments and/or Pre-Funding Loans (including true-ups, if applicable) made under this Agreement.

**2. Force Majeure, PG&E Timing, and Resource Availability**

- 2.1 Force Majeure: Neither PG&E nor Applicant shall be liable for any delay or failure in performance of any part of this Agreement from any Force Majeure. A Force Majeure includes a cause or condition beyond PG&E's and/or Applicant's control or without its fault or negligence, including acts of God, acts of civil or military authority, unanticipated changes to government regulations, strikes, labor disturbance, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power outages, volcanic action, other major environmental disturbances, unusually severe weather conditions shortage of labor or materials, or delay in obtaining necessary land rights.
- 2.2 PG&E Timing: PG&E shall make a reasonable attempt to perform the Work in a timely and expeditious manner in accordance with Good Utility Practice and consistent with reliability and safety. The Work shall be placed in PG&E's regular schedule for engineering and construction. PG&E reserves the right to reallocate material or labor resources to the construction or maintenance projects which it deems, in good faith, necessary for serving the needs of all of its customers. PG&E shall reallocate such material or labor resources to again perform work under this Agreement, when, in its good faith opinion, the need to respond to such customer needs no longer exists. PG&E shall not be liable for any delay in effecting the Work resulting from such allocation or reallocation of PG&E's resources.



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- 2.3 Resource Availability: PG&E shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems most important to serve the needs of its customers. PG&E shall not be liable for any delay in effecting the Work resulting from supplies, materials, or labor availability.

**3. Indemnity**

- 3.1 Applicant shall indemnify and hold harmless PG&E, its officers, agents, and employees, against all loss, damage, expense, and liability, resulting from: (1) injury to or death of a person, including, but not limited to employees of PG&E, Applicant, Contractors/Subcontractors, or any third party; (2) damage or injury to property, including, but not limited to, property of PG&E, Applicant, or any third party, or to natural resources; and/or (3) 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. This provision to indemnify and hold harmless is for such injury, damages, and/or violations arising out of or in any way connected with this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury, damages, or violations are caused by or result from the acts or omissions of the Applicant, its officers, employees, agents, Contractor, and/or Subcontractor.
- 3.2 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.
- 3.3 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.

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- 3.4 In addition to any other right to withhold, PG&E may withhold from payments due Applicant under this Agreement such amounts as, in PG&E's opinion, are reasonably necessary to provide security against all loss, damage, expense, and liability covered by the foregoing indemnification provision.

**4. Assignment**

Applicant may, with PG&E's written consent, assign this Agreement provided the assignee agrees in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's responsibilities, liabilities, and rights under this Agreement.

**5. Conflicts**

Should any conflict exist between this Agreement 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, Specifications, this Agreement, and applicable state and federal laws, rules, regulations, orders or codes are not to be deemed conflicts and the most stringent requirements shall control.

**6. Applicable Law**

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 California.

**7. Power Quality and Voltage Stability**

Under normal load conditions, PG&E will deliver sustained voltage as close to the nominal service voltages that are economically practical. Any deviations from the normal voltage levels will be no greater than the service voltage ranges specified in PG&E's Electric Rule No. 2. Exceptions to voltage limits are specified in PG&E's Electric Rule No. 2. Applicant is responsible for planning, designing, operating and protecting equipment beyond PG&E's delivery point.

**8. General Access to Applicant's Premises and/or Facility**

Where it is necessary for PG&E to install facilities on Applicant's Premises and/or Facility, Applicant grants to PG&E: (a) the right to install, own, and maintain such facilities on Applicant's Premises and/or Facility together with sufficient legal clearance between all structures now or hereafter erected on Applicant's premises; and (b) the right to enter and leave Applicant's Premises and/or Facility for any purpose connected

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with the furnishing of electric service (meter reading, inspection, testing, routine repairs, maintenance, replacement, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's tariff schedules.

## **9. Land Rights**

Where formal rights-of-way, easements, land leases, or permits are required by PG&E for the installation of any Transmission Facilities on or over Applicant's Premises, or the property of others, Applicant understands and agrees that PG&E shall not be obligated to install any Transmission Facilities or accept any Transmission Facilities installed by Applicant or the Applicant's Contractor unless and until any necessary permanent rights-of-way, easements, land leases, or permits, satisfactory to PG&E, are granted to or obtained for PG&E without cost to or condemnation by PG&E. Such easement shall include the right of access and right to trim or remove trees as necessary to maintain required legal clearances from overhead wires.

## **10. Field Changes and Unforeseen Conditions During Construction**

During construction of the Transmission Facilities, field changes, including unforeseen field conditions, may result in additional Actual Costs above the Project Specific Cost Estimate. Unforeseen field conditions include, but are not limited to, contaminated soil, obstructions, and weather conditions. Applicant shall be responsible for PG&E's Actual Costs and pay for these costs through Actual Cost Payments.

## **11. Warranty**

Applicant warrants that all materials and workmanship performed or otherwise provided by Applicant under this Agreement shall be free of all defects and fit for its intended purposes. The warranty begins with the date the Transmission Facilities are energized by PG&E and extends for two (2) years from energization. In the event Applicant's work or materials provided under this Agreement fail to conform to the warranty or are damaged as a result of any actions by a third party, Applicant shall reimburse PG&E its costs for the total cost of repair and/or replacement as deemed necessary by PG&E. Such reimbursements shall be non-refundable.

## **12. Dispute Resolution**

Except as provided in the next sentence, the sole procedure to resolve any claim arising out of or relating to this Agreement is the dispute resolution procedure set forth in this provision. Either Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case both Parties nonetheless shall continue to pursue resolution of the dispute by means of this procedure.





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**12.1 Management Negotiations**

12.1.1 The Parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between each Party's authorized representative, or such other person designated in writing as a representative of the Party (each, a Manager). Either Manager may request a meeting (such meeting to be held in person or telephonically) to initiate negotiations to be held within ten (10) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) Business Days of their first meeting ("Initial Negotiation End Date"), the Managers shall refer the matter to the designated senior officers of their respective companies ("Executive(s)"), who shall have authority to settle the dispute. Within five (5) business days of the Initial Negotiation End Date ("Referral Date"), each Party shall provide one another written notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

12.1.2 Within five (5) business days of the Referral Date, the Executives shall establish a mutually acceptable location and date, which date shall not be greater than thirty (30) calendar days from the Referral Date, to meet. After the initial meeting date, the Executives shall meet, as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

12.1.3 All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process between the Parties.

12.1.4 If the matter is not resolved within forty-five (45) calendar days of the Referral Date, or if the Party receiving the written request to meet, pursuant to subsection (a) above, refuses or does not meet within the ten (10) business day period specified in subsection (a) above, either Party may initiate mediation of the controversy or claim according to the terms of the following Section 12.2.



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**12.2 Mediation and Arbitration.**

12.2.1 If the dispute cannot be so resolved by negotiation as set forth in Section 12.1 above, it shall be resolved at the request of either Party through a two-step dispute resolution process administered by JAMS Inc. or its successor entity, a judicial arbitration and mediation service ("JAMS"). As the first step the Parties agree to mediate any controversy before a mediator from the JAMS, pursuant to the applicable JAMS commercial mediation rules, in San Francisco, California. Either Party may begin mediation by serving a written demand for mediation. The mediator shall not have the authority to require, and neither Party may be compelled to engage in, any form of discovery prior to or in connection with the mediation.

12.2.2 If within sixty (60) calendar days after service of a written demand for mediation, the mediation does not result in resolution of the dispute, then the controversy shall be settled by arbitration conducted by a retired judge or justice from JAMS conducted in San Francisco, California, administered by and in accordance with the applicable JAMS commercial arbitration rules ("Arbitration"). The period commencing from the date of the written demand for mediation until the appointment of a mediator shall be included within the sixty (60) day mediation period.

12.2.3 Any mediator(s) and arbitrator(s) shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute.

12.2.4 Either Party may initiate Arbitration by filing with JAMS a notice of intent to arbitrate within sixty (60) calendar days of service of the written demand for mediation.

**12.3 Arbitration Procedures.**

12.3.1 At the request of a Party, the arbitrator shall have the discretion to order depositions of witnesses to the extent the arbitrator deems such discovery relevant and appropriate. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) calendar days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator for good cause shown. All objections are





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reserved for the arbitration hearing except for objections based on privilege and proprietary and confidential information. The arbitrator shall also have discretion to order the Parties to exchange relevant documents. The arbitrator shall also have discretion to order the Parties to answer interrogatories, upon good cause shown.

- 12.3.2 Each of the Parties shall submit to the arbitrator, in accordance with a schedule set by the arbitrator, offers in the form of the award it considers the arbitrator should make. If the arbitrator requires the Parties to submit more than one such offer, the arbitrator shall designate a deadline by which time the Parties shall submit their last and best offer. In such proceedings the arbitrator shall be limited to awarding only one of the two “last and best” offers submitted and shall not determine an alternative or compromise remedy.
- 12.3.3 The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and actual damages and the other damages contemplated by this Agreement.
- 12.3.4 The arbitrator’s award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand) and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties or by the arbitrator, if necessary. The California Superior Court for the County of Alameda may enter judgment upon any award rendered by the arbitrator. The Parties are aware of the decision in *Advanced Micro Devices, Inc. v. Intel Corp.*, 9 Cal. 4th 362 (1994), and, except as modified by this Agreement, intend to limit the power of the arbitrator to that of a Superior Court judge enforcing California law. The prevailing Party in this dispute resolution process is entitled to recover its costs and reasonable attorneys’ fees.
- 12.3.5 The arbitrator shall have the authority to grant dispositive motions prior to the commencement of or following the completion of discovery if the arbitrator concludes that there is no material issue of fact pending before him.
- 12.3.6 Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.



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**13. Termination of the Agreement Prior to Energization of the Transmission Facilities**

- 13.1 In the event that PG&E is prevented from completing the installation of any portion or all of the Transmission Facilities for reasons beyond its reasonable control, PG&E shall have the right to terminate this Agreement. PG&E reserves the right to retain the portion of any Advance and/or Actual Cost Payment that it has earned based on the Work performed for the Applicant prior to termination. PG&E shall return to Applicant any portion of the Advance and/or Actual Cost Payment that exceeds the cost of the work performed for Applicant prior to the termination. PG&E shall provide written notice of termination to the Applicant.
- 13.2 Before any portion of the Transmission Facilities is energized, either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.
- 13.2.1 Upon termination by PG&E for any reason other than Applicant's Default or termination under Section 13.1, PG&E shall return to Applicant within a commercially reasonable time the Advance and/or Actual Cost Payments received by PG&E from Applicant less the value of any Transmission Facilities installed by PG&E on Applicant's Premises.
- 13.2.2 Upon termination by Applicant, Applicant shall pay to PG&E within a commercially reasonable time (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a "Pre-Energization Facility Termination Charge" defined as: (1) the Actual Costs incurred by PG&E for the Transmission Facilities plus the estimated removal cost; less (2) the estimated salvage value for the Transmission Facilities to be removed and any Advances and/or Actual Cost Payments already received by PG&E. If the Advance and/or Actual Costs paid by Applicant to PG&E is greater than the Pre-Energization Facility Termination Charge, PG&E shall refund the difference, without interest, to the Applicant within a commercially reasonable time.
- 13.3 Upon termination of this Agreement under this Section 13, PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Transmission Facilities located on the Applicant's Premises. This right to removal does not include Applicant Build Facilities and/or Contributions for which ownership has not yet been conveyed to PG&E.



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13.4 PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Transmission Facilities located on property other than Applicant's Premises. If PG&E terminates this Agreement for any reason other than Applicant's Default, where all or any portion of the Transmission Facilities located on property other than Applicant's Premises are retained in place and used by PG&E to provide permanent service to other customers, an equitable adjustment will be made in the Pre-Energization Facility Termination Charge. This does not apply if the Applicant terminates the Agreement.

**14. Termination of the Agreement After Energization of the Transmission Facilities and During Refund Period**

14.1 After any portion of Transmission Facilities are energized, Applicant may terminate this Agreement during the Refund Period by providing sixty (60) days written notice to PG&E.

14.2 Upon termination by the Applicant, Applicant shall pay to PG&E within a commercially reasonable time (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a "Post-Energization Facility Termination Charge" defined as: (1) the Actual Cost incurred by PG&E for the Transmission Facilities plus the estimated removal cost; less (2) the estimated salvage value for the Transmission Facilities to be removed and any Advances and/or Actual Cost Payments received by PG&E that have not yet been Refunded.

14.3 Upon termination of this Agreement under this Section 14, PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Transmission Facilities located on the Applicant's Premises.

14.4 PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Transmission Facilities located on property other than Applicant's Premises.

**15. Termination As A Result of Applicant Failure to Take Electric Service**

15.1 If Applicant does not take electrical service from PG&E for any reason by the end of the first calendar year after the Transmission Facilities are energized, PG&E may terminate this Agreement by providing sixty (60) days written notice to Applicant.



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- 15.2 Upon termination by PG&E, Applicant shall pay to PG&E within a commercially reasonable time (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a Post-Energization Facility Termination Charge.
- 15.3 Upon termination of this Agreement under this Section 15, PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Transmission Facilities located on the Applicant's Premises.
- 15.4 PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Transmission Facilities located on property other than Applicant's Premises.

**16. Termination After Refund Period**

Either Party may terminate this Agreement with sixty (60) days written notice after the Refund Period, subject to the survival provisions in Attachment F, Section 18 below.

**17. Default**

- 17.1 “Default” shall mean the failure of a Breaching Party to cure its Breach.
- 17.2 “Breach” shall mean the failure of a Party to perform or observe any material term or condition of this Agreement.
- 17.3 “Breaching Party” shall mean the Party Breaching this Agreement.
- 17.4 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Breach, the affected non-Breaching Party(ies) shall give written notice of such Breach to the Breaching Party (“Default Notice”). The Breaching Party shall have thirty (30) calendar days from receipt of the Default Notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) calendar days, the Breaching Party shall commence such cure within thirty (30) calendar days after the Default Notice and continuously and diligently complete such cure within ninety (90) calendar days from receipt of the Default Notice; and, if cured within such time, the Breach specified in such notice shall cease to exist



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- 17.5 If a Breach is not cured as provided in Section 15.4, the affected non-Breaching Party(ies) shall have the right to: (1) declare a Default and terminate this Agreement by written notice and be relieved of any further obligation hereunder; and (2) recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity.
- 17.6 If this Agreement is terminated by PG&E due to Applicant's Default, the termination provisions of Sections 13 and/or 14 shall apply.

**18. Survival After Termination**

This Agreement shall continue in effect after termination to the extent necessary to provide for: (1) final billings and payments and for costs incurred hereunder, including billings and payments under this Agreement, including payments under Attachment F, Sections 13-16; (2) to permit the determination and enforcement of liability and indemnity obligations arising from acts or events that occurred while this Agreement was in effect; (3) to permit PG&E to have access to the Applicant's Premises to disconnect, remove, or salvage the Transmission Facilities located on Applicant's Premises; (4) to permit PG&E to have access to Transmission Facilities located on Applicant's Premises to provide permanent service to other customers; and (5) to permit the enforcement of Attachment F, Sections 13-16.

**19. Invoices and Payments for Advances and/or Actual Costs**

- 19.1 Invoices shall be rendered to the Applicant as specified in Attachment F, Section 20. The Applicant shall pay any invoice by a wire transfer to a bank named and account designated by PG&E.
- 19.2 The Applicant shall pay the Advance specified in Attachment B within the time specified in Attachment B. As provided in Electric Rule 30.C.2.a, if the Applicant fails to pay the Advance in the time specified, PG&E reserves the right to stop performance of its work. If PG&E stops performance, and Applicant subsequently pays the Advance, the timing of PG&E re-commencing work shall be at PG&E's discretion based on availability of resources.
- 19.3 Consistent with Electric Rule 30.C.4.c, Applicant shall pay all invoiced amounts for Actual Cost Payments within forty-five (45) calendar days after receipt of PG&E's invoice. If the Applicant does not pay PG&E within forty-five (45) calendar days after receipt of an invoice, the Applicant shall pay PG&E interest on the unpaid amount at the Interest Rate. PG&E shall also be entitled to stop performance of its work until an overdue payment is received. If PG&E stops performance, and Applicant subsequently pays



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outstanding invoiced amounts, the timing of PG&E re-commencing work shall be at PG&E's discretion based on availability of resources.

- 19.4 In the event of any billing dispute between the Applicant and PG&E regarding an invoice and/or payments of Advances and/or Actual Cost Payments, the Parties shall utilize the Dispute Resolution provisions in Attachment F, Section 12 above.

**20. Notices**

- 20.1 Notices and/or invoices may be sent by United States Postal Service and/or e-mail. A notice sent by e-mail will be recognized and shall be deemed received on the Business Day on which such notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day) and a notice of overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party.

- 20.2 Notices – General

Applicant: *[to be supplied]*

PG&E: *[to be supplied]*

- 20.3 Notices – Invoices, Billing and Payments

Applicant: *[to be supplied]*

PG&E: *[to be supplied]*

- 20.4 Notices – Alternative Forms of Notices

Applicant: *[to be supplied]*

PG&E: *[to be supplied]*

**21. Consequential Damages**

In no event shall any Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to





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another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

**22. Severability**

If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court or the CPUC, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

**23. Environmental Releases**

- 23.1 Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to Transmission Facilities, Applicant Build Facilities, Facility, and/or Premises each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four (24) hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.
- 23.2 "Hazardous Substances" shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable law.
- 23.3 "Governmental Authority" shall mean any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power.

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**24. Entire Agreement**

This Agreement, including all Appendices attached hereto and Electric Rule 30 in effect on the Effective Date, constitutes the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between or among the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Agreement.

**25. No Third Party Beneficiaries**

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

**26. Waiver**

The failure of a Party to this Agreement to insist on any occasion upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement.

**27. Counterparts and Amendments**

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by all of the Parties. Delivery of an executed counterpart of this Agreement by e-mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civ. Code Section 1633.1, et seq.) or other applicable law) will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Agreement by e-mail will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.



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**Attachment G  
Definitions**

Capitalized terms in this Agreement shall have the same meaning as the defined terms in Electric Rule 30. Terms that are not defined in Electric Rule 30 are included below and may be further defined in the Agreement and/or Attachments:

**Agreement:** This agreement between Applicant and PG&E.

**Applicant Project:** The electric facilities planned, designed, engineered and/or constructed consistent with the Applicant Work.

**Applicant Work:** All labor, materials, equipment, and any other job requirements performed by the Applicant and/or by Applicant's Contractor(s) and/or Subcontractor(s) related to the Drawings and/or the work performed under this Attachment E.

**Arbitration:** As defined in Attachment F, Section 12.2.2.

**Breach:** As defined in Attachment F, Section 17.2.

**Breaching Party:** As defined in Attachment F, Section 17.3.

**Business Day:** Any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall be between the hours of 8:00 a.m. and 5:00 p.m. Pacific time

**Change Order:** Authorization to add, delete, or change Applicant Work. PG&E's Change Order form provides a description of the authorization to perform additional or delete Applicant Work as agreed to by Applicant and PG&E.

**Contractor:** The Applicant's agent who enters into a contractual agreement with the Applicant for the installation of the specified electric facilities. All obligations of the Applicant as specified in the Agreement shall also apply to the Contractor and its Subcontractors.

**Default:** As defined in Attachment F, Section 17.1.

**Default Notice:** As defined in Attachment F, Section 17.4.

**Drawings:** As used in Attachment E, Drawings include the following as applicable:

**Standard Drawings:** Drawings prepared by PG&E depicting requirements for design, construction, operation and maintenance of its operating facilities.

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Construction Drawings: A drawing(s) depicting the site-specific requirements for a defined project.

Composite Drawing: Electric site construction drawings(s) that provide a layout of proposed Applicant Work in sufficient detail to allow the Applicant and/or the Contractor(s) and Subcontractor(s) to plan and perform the Applicant Work.

As-Built Drawing: A drawing by Applicant clearly showing all installed facilities prepared upon completion of the Project. This may include but is not limited to the electric facilities installed.

Effective Date: The date when the Agreement has been executed by both parties and approved by the CPUC.

Electric Rule 30: PG&E's Electric Rule No. 30.

Equivalent One-Time Payment: As defined in Attachment C, Section 3.2.

Estimated In-Service Date: The estimated in-service date from the PES Report identified in Attachment A.

Executive: As defined in Attachment F, Section 12.1.1.

Force Majeure: As defined in Attachment F, Section 2.1.

Governmental Authority: As defined in Attachment F, Section 23.3.

Hazardous Substances: As defined in Attachment F, Section 23.2.

Initial Negotiations End Date: As defined in Attachment F, Section 12.1.1.

JAMS: As defined in Attachment F, Section 12.2.1.

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) Permit; and/or (d) lease agreement.

Material Suppliers: Those vendors, suppliers, and manufacturers who have been qualified by PG&E to supply material according to PG&E specifications.

Party or Parties: Applicant and PG&E may be jointly referred to as "Parties" or individually as "Party."

Permit: A written agreement or license for the Applicant Work issued by an agency or governmental authority having jurisdiction.

**AGREEMENT TO PERFORM TARIFF SCHEDULE  
RELATED WORK  
INTERIM IMPLEMENTATION OF ELECTRIC RULE NO. 30**

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PES Report: The Preliminary Engineering Study Report provided by PG&E to the Applicant identified in Attachment A.

PG&E: Pacific Gas and Electric Company, a California corporation.

PG&E Additional Insureds: As defined in Attachment E, Section 6.5.

Post-Energization Facility Termination Charge: As defined in Attachment F, Section 14.2.

Pre-Energization Facility Termination Charge: As defined in Attachment F, Section 13.2.2.

Pre-Funding Loan: As defined in Attachment B, Section 5.

Referral Date: As defined in Attachment F, Section 12.1.1.

Special Facilities Monthly Cost of Ownership Charge: As defined in Attachment C, Section 3.1.

Specification: The document attached hereto as Appendix A, comprising technical and operating specifications for Applicant Work. The Specifications may be updated by PG&E as the Project proceeds through planning, design, engineering, and construction

Subcontractor: The party or parties entering into a contractual agreement with the Applicant's Contractor or another Subcontractor for the installation of a portion of the Project. The obligations, where set forth in this Agreement, shall also apply to Subcontractors regardless of level or tier.

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.

Utilities: Agencies, public or private, which install, own, and operate utility facilities intended for general public, municipal or private use

Work: The Transmission Facilities work described in the Agreement to be performed by PG&E.