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April 4, 2013

Advice 4213-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Limited One Time Agreement to Perform Tariff Scheduled Related Work for the California Department of Water Resources

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

Purpose

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

Background

The California Department of Water Resources (DWR) has requested that PG&E relocate certain overhead electric distribution facilities located adjacent to the Cache Creek levee in Yolo County. DWR requested the relocation of PG&E's distribution facilities to accommodate the realignment of the Cache Creek levee. The project involves the removal of 5 poles and overhead electric conductors in conflict with the levee improvements. The line will be relocated in a new alignment that will be parallel to realigned levee, 15 feet from the toe of the levee. A replacement right of way will be provided to PG&E for the new alignment of the distribution pole line. Electric Rule 15.I.1 governs the relocation of distribution facilities. Relocation is generally performed under PG&E's general contract form, Agreement to Perform Tariff Schedule Related Work, Form 62-4527. DWR has objected to the scope of the indemnity provision in Form 62-4527, and has requested that its obligation to indemnify PG&E be limited to any losses that are caused by or result from DWR's negligent or intentional acts or omissions. To address this concern, PG&E has agreed to modify the indemnity language found in Form 62-4527 and to use revised language in a limited One Time Agreement to Perform Tariff Scheduled Related Work.

One Time Form 62-4527 Revisions

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

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than **April 24, 2013**, which is 20 days after the date of this filing. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

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

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

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

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

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E requests that this Tier 1 advice filing become effective upon filing.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>

A handwritten signature in black ink that reads "Brian Cherry / IG". The signature is written in a cursive style.

Vice President, Regulatory Relations

Attachments

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Igor Grinberg

Phone #: (415) 973-8580

E-mail: ixg8@pge.com and PGETariffs@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **4213-E**

Tier: 1

Subject of AL: **Limited One Time Agreement to Perform Tariff Scheduled Related Work for the California Department of Water Resources**

Keywords (choose from CPUC listing): Agreements

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

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

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

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

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

Resolution Required? Yes No

Requested effective date: **April 4, 2013 (Upon Filing)**

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed: N/A

Pending advice letters that revise the same tariff sheets: N/A

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

CPUC, Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Brian Cherry
Vice President, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com



AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK¹

DISTRIBUTION:

- Applicant (Original)
- Division (Original)
- Customer Care (Copy)

REFERENCE:

Notification # 105518053
 Contract # 1146833
 ERR-PM # 30907504
 GRR-PM #

STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, A Government Agency (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

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

LOCATION: **HIGHWAY 113 YOLO, 95697**

DESCRIPTION OF WORK: **Relocate pole line at Levee mile 3.9 and 4.2 for levee reconfiguration**

		Electric	Gas
Engineering & Administrative Cost		<u>\$18,357.43</u>	<u>\$0.00</u>
Value of Applicant Design Work	(+)	<u>\$0.00</u>	<u>\$0.00</u>
Additional Applicant Design Plan Checks	(+)	<u>\$0.00</u>	<u>\$0.00</u>
Facilities (Cable, Transformers / Gas Pipe)	(+)	<u>\$37,590.94</u>	<u>\$0.00</u>
Trench, Conduits & Substructures	(+)	<u>\$0.00</u>	<u>\$0.00</u>
Tie-In / Meters	(+)	<u>\$6,052.51</u>	<u>\$0.00</u>
Trench Permits & Land Rights	(+)	<u>\$10,164.27</u>	<u>\$0.00</u>
Inspection Fees	(+)	<u>\$0.00</u>	<u>\$0.00</u>
Sub Total	(=)	<u>\$72,165.15</u>	<u>\$0.00</u>
plus ITCC @ 0.0% Electric 0.0% Gas	(+)	<u>\$0.00</u>	<u>\$0.00</u>
plus Non Taxable Work	(+)	<u>\$0.00</u>	<u>\$0.00</u>
D.0405055 Line Extension Costs - Residential	(+)	<u>\$0.00</u>	<u>\$0.00</u>
D.0405055 Line Extension Costs - Non-Residential	(+)	<u>\$0.00</u>	<u>\$0.00</u>
less Value of Relocation Applicant Design Work	(-)	<u>\$0.00</u>	<u>\$0.00</u>
less Work Provide by Applicant	(-)	<u>\$0.00</u>	<u>\$0.00</u>
less Salvage	(-)	<u>\$1,238.00</u>	<u>\$0.00</u>
Total Payment	(=)	<u>\$70,927.15</u>	<u>\$0.00</u>

¹Automated Document, Preliminary Statement, Part A

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of Sixty-Five Thousand Nine Hundred Twenty Seven Dollars And Fifteen Cents (\$65,927.15).

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

Executed this 4th day of April 20 13

This agreement is effective when accepted and executed by PG&E.

**STATE OF CALIFORNIA,
DEPARTMENT OF WATER RESOURCES,
A Government Agency**

Applicant

Richard Sanchez

Authorized by (Print)

Teresa Engstrom

Signature

for **Richard Sanchez, Chief
Division of Engineering**

Title

4/2/13

Date

PACIFIC GAS AND ELECTRIC COMPANY

Darrell Johnson

Darrell Johnson

Authorized by (Print)

Signature

Service Planning Supervisor

Title

4/4/13

Date

Mailing Address: 1416 NINTH ST ROOM 425
SACRAMENTO, CA 95814

**Approved as to legal form
and sufficiency:**

[Signature]
Asst Chief Counsel, DWR

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

1st Light Energy	Douglass & Liddell	North America Power Partners
AT&T	Downey & Brand	Occidental Energy Marketing, Inc.
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	OnGrid Solar
Anderson & Poole	G. A. Krause & Assoc.	Pacific Gas and Electric Company
BART	GenOn Energy Inc.	Praxair
Barkovich & Yap, Inc.	GenOn Energy, Inc.	Regulatory & Cogeneration Service, Inc.
Bartle Wells Associates	Goodin, MacBride, Squeri, Schlotz & Ritchie	SCD Energy Solutions
Bear Valley Electric Service	Green Power Institute	SCE
Braun Blasing McLaughlin, P.C.	Hanna & Morton	SDG&E and SoCalGas
CENERGY POWER	In House Energy	SPURR
California Cotton Ginners & Growers Assn	International Power Technology	San Francisco Public Utilities Commission
California Energy Commission	Intestate Gas Services, Inc.	Seattle City Light
California Public Utilities Commission	Kelly Group	Sempra Utilities
Calpine	Lawrence Berkeley National Lab	SoCalGas
Casner, Steve	Linde	Southern California Edison Company
Center for Biological Diversity	Los Angeles Dept of Water & Power	Sun Light & Power
City of Palo Alto	MAC Lighting Consulting	Sunshine Design
City of San Jose	MRW & Associates	Tecogen, Inc.
Clean Power	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Coast Economic Consulting	Marin Energy Authority	TransCanada
Commercial Energy	McKenna Long & Aldridge LLP	Utility Cost Management
Consumer Federation of California	McKenzie & Associates	Utility Power Solutions
Crossborder Energy	Modesto Irrigation District	Utility Specialists
Davis Wright Tremaine LLP	Morgan Stanley	Verizon
Day Carter Murphy	NLine Energy, Inc.	Water and Energy Consulting
Defense Energy Support Center	NRG Solar	Wellhead Electric Company
Dept of General Services	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)