

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6135E
As of July 16, 2021

Subject: Agreements With the State of California Department of Water Resources for Relocation of PG&E's Facilities, in Accordance With General Order 96-B, Section 9.2.3

Division Assigned: Energy

Date Filed: 03-26-2021

Date to Calendar: 04-02-2021

Authorizing Documents: None

Disposition:	Signed
Effective Date:	07-15-2021

Resolution Required: Yes

Resolution Number: E-5149

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Annie Ho

415-973-8794

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov

March 26, 2021

Advice 6135-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Agreements With the State of California Department of Water Resources for Relocation of PG&E's Facilities, in Accordance With General Order 96-B, Section 9.2.3

Purpose

Pacific Gas and Electric Company (PG&E or Company) has entered into two agreements with the State of California, Department of Water Resources (CDWR or Department) for work to relocate overhead electric facilities to accommodate CDWR's Feather River Right Bank PL 84-99 Emergency Levee Repairs project (Feather River) and Lower Elkhorn Basin Levee Setback Project (LEBLS). These agreements, referred to as the Actual Cost Contract for Relocation agreements (Relocation Agreements), memorialize the terms and conditions governing the relocation of PG&E's facilities that are in conflict with CDWR's projects located in Sutter and Yolo counties, respectively. The scope of work addressed in the Relocation Agreements involves utility coordination and review, engineering, procurement of materials, and construction work within the specific project area. Due to some timing issues but in the interest of having the California Public Utilities Commission (CPUC) review the agreements in one advice letter, PG&E is submitting these two Relocation Agreements, the Feather River project is completed and the LEBLS project is expected to begin construction in April 2021.

PG&E requests approval under Section 9.2.3 of General Order (G.O.) 96-B for the Relocation Agreements for Feather River (Exhibit A) and LEBLS (Exhibit B¹). PG&E anticipates submitting a supplemental advice letter for another Relocation Agreement at the request of CDWR for its Marysville Ring Levee Project later in 2021.

Background

Relocation work is governed by Electric Rule 15.1.1, which provides that relocation of PG&E's existing facilities at the request of, or for the convenience of an applicant, and agreed upon by PG&E shall normally be performed by PG&E, and the applicant or

¹ Exhibit B is submitted under a Confidentiality Declaration.

customer is responsible for the cost of all related relocation, rearrangement or removal work.

In a typical relocation project, PG&E would utilize its form agreement on file with the CPUC, Electric Form No. 62-4527, Agreement to Perform Tariff Schedule Related Work (Work Performance Agreement) which is used for a variety of tariff-related services, including relocation work performed at the request of a customer. Under the Work Performance Agreement, the applicant agrees to pay PG&E the specified contract price, which is based on PG&E's estimated cost of the work performed by PG&E, in accordance with Rule 15.G. These charges are collected at the time the Work Performance Agreement is entered into, in advance of the work.

The Relocation Agreements with CDWR entail a substantial scope of work for each project. Performing such large-scale relocation projects on an estimated cost basis creates a risk that the cost estimate may not accurately capture the cost that will be incurred during the project. For example, should the cost estimate later be determined to be lower than the actual costs incurred, PG&E would bear those additional costs that exceeded the cost estimate. Alternatively, should the cost estimate be higher than the actual costs, CDWR would bear more than the amount PG&E actually incurred to perform the work. In addition, under the Work Performance Agreement, the applicant pays the estimate costs in advance of the work.

Under the Relocation Agreements, PG&E accommodated CDWR's request to pay for the work on an actual cost basis. These Relocation Agreements also allow for progress billing during the course of the work. The final invoice will reflect the full actual cost of the relocation work, with appropriate credits for payments received from CDWR. The performance of large-scale relocation work at the request of a governmental agency on an actual cost basis has been approved by the Commission in other matters.²

The Relocation Agreements also addresses the cost of PG&E's work on the preliminary design, review and coordination of the relocation of the electric utility facilities in conflict with CDWR's project.

PG&E is able to accommodate the relocation work for the two levee projects and will undertake the construction of the work to relocate the electric facilities.

Scope of the Levee Projects

CDWR has two levee projects in Sutter and Yolo counties that require the relocation of PG&E's electric facilities.

²See Resolution G-3498 (approving relocation agreements for work performed at the request of the California High-Speed Rail Authority); Advice [5762-E / 4216](#) (approving relocation agreements for work performed at the request of the Santa Clara County Valley Transportation Authority).

The Feather River project is located in Sutter County. The high-level scope of this project required PG&E to relocate transmission facilities with distribution underbuild. The project was completed in August 2020. The expected cost under the Relocation Agreement was \$1,735,400. The actual cost of this work is \$1,669,625.05.

The LEBLS project is located in Yolo County. This project involves PG&E relocating its electric distribution pole line. This work will include PG&E removing 31 poles, relocating 18 poles, and installing 17 new poles. The expected cost of this work is \$1,163,170.55. The work is anticipated to start in April 2021.

Terms of the Relocation Agreements

Design, Procurement and Construction by PG&E

Under the Relocation Agreements, PG&E is responsible for the design, procurement of supplies, and construction of the utility facilities.

Progress Billing

Under these Relocation Agreements, PG&E bills CDWR on a progress bill basis. Invoices may be issued monthly, but in some cases may be issued less frequently. The invoices will provide information relating to the labor, materials, transportation and equipment, and other direct costs, and the usual indirect and overhead charges billed. CDWR's payment is due within 45 days of receipt of the itemized bill.

Compliance with Permits

CDWR shall acquire all governmental approvals and permits in order for PG&E to undertake the work necessary to relocate or rearrange PG&E's facilities.

Land Rights for the Relocated Facilities

The relocation of PG&E's facilities may require the acquisition of additional land rights on third party property. Additional land rights on third party property may be required, for example, to accommodate a change in the location where the facility will cross the rail corridor. In these cases, CDWR is required to obtain satisfactory replacement land rights that correspond to PG&E's existing rights of way and that are in a form acceptable to PG&E. PG&E anticipates CDWR will obtain such replacement land rights by reaching an informal agreement with the third-party landowner to modify the location of PG&E's existing land rights.

Safety

The actual work performed under this agreement (design and engineering) presents no specific safety risks to the public or employees. All designs and specifications produced

will conform to all current and applicable Commission, industry and Company safety requirements and will be performed by PG&E or its contractors or subcontractors.

Protests

*****Due to the COVID-19 pandemic and the shelter at home orders, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to EDTariffUnit@cpuc.ca.gov and PGETariffs@pge.com*****

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than April 15, 2021, which is 20 days after the date of this submittal. 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:

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582
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

Pursuant to General Order (GO) 96-B, Rule 5.3, this advice letter is submitted with a Tier 3 designation. PG&E requests that this Tier 3 advice submittal become effective upon Commission approval.

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 submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments

- Exhibit A - Relocation Agreements for Feather River (Exhibit A)
- Exhibit B - LEBLS (Redacted)
- Exhibit C – Confidentiality Declaration



ADVICE LETTER 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 WATER
 PLC HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: AMHP@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6135-E

Tier Designation: 3

Subject of AL: Agreements With the State of California Department of Water Resources for Relocation of PG&E's Facilities, in Accordance With General Order 96-B, Section 9.2.3

Keywords (choose from CPUC listing): Compliance

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted 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:

Confidential treatment requested? Yes No

If yes, specification of confidential information: See Exhibit C for Confidentiality Declaration & Matrix
 Confidential information will be made available to appropriate parties who execute a
 nondisclosure agreement. Name and contact information to request nondisclosure agreement/
 access to confidential information: Ahmad Ababneh (415) 973-0334

Resolution required? Yes No

Requested effective date:

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:

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Erik Jacobson, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility Name: Pacific Gas and Electric Company
Address: 77 Beale Street, Mail Code B13U
City: San Francisco, CA 94177
State: California Zip: 94177
Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
Email: PGETariffs@pge.com

Name:
Title:
Utility Name:
Address:
City:
State: District of Columbia Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Exhibit A

Relocation Agreements for Feather River

ACTUAL COST CONTRACT FOR RELOCATIONS

This ACTUAL COST CONTRACT ("Agreement"), dated as of _____, 20__, by and between the State of California, Department of Water Resources ("Requester"), and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"). The effective date of this Agreement is the later of the respective dates of signature by the parties, as indicated on the signature page. This Agreement will terminate on December 31, 2021.

RECITALS:

A. Requester contemplates construction of **the Feather River Right Bank PL 84-99 Emergency Levee Repairs** (the "Project") in the City of Yuba City, Sutter County, California.

B. The Project will require, and Requester has requested, that PG&E rearrange and/or relocate certain electric utility infrastructure equipment owned by PG&E (both the existing and replacement facilities, "PG&E Facilities") (including the Preliminary Engineering and any temporary arrangements, the "Work"), and PG&E is willing to do so, upon the terms and conditions set forth herein.

C. Requester has paid PG&E \$200,000 (the "Preliminary Payment") toward the Agency Percentage of PG&E's preliminary engineering ("Preliminary Engineering") costs, and such preliminary engineering has produced PG&E Drawing No. 095177 Sh. 3 attached hereto as Exhibit A ("Relocation Schematic").

AGREEMENT:

1. Defined Terms. As used herein, the following terms have the meaning indicated:

"Actual Costs" means PG&E's fully loaded costs, including direct, indirect, and overhead costs billed in accordance with PG&E's systems for allocating charges to customers. Direct, indirect, and overhead costs include, without limitation, payroll, payroll taxes, external charges, benefits, Allowance for Funds Used During Construction, Administrative and General Costs, estimating, mapping, surveying, land rights acquisition, transportation, service planning, contract management, sourcing, stores and tool expense, material and supplies, public liability and property damage insurance, as set forth in PG&E's tariffs, estimated state and federal income tax, and other costs charged under such systems, all as in effect from time to time.

"Actual Net Costs" means the Agency Percentage of Actual Costs minus:

- (a) "Betterment", defined as replacements costing more than the replaced PG&E Facilities because of greater capacity, durability, or efficiency; and
- (b) "Salvage Value", defined as the salvage value of any materials removed and retained by PG&E in the course of the Work, the replacement cost of which is charged to Requester.

"Agency Percentage" means 100%.

"CPUC" is defined in Section 13.

"FERC" is defined in Section 13.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, waiver, exemption, variance, order, authorization, or similar order of or from, or filing or registration with, or notice to be issued by or on behalf of, an applicable Government Authority.

“Governmental Authority” Any federal, state, or local government, or any political subdivision thereof, or independent system operator, regional transmission operator, or similar quasi-governmental authority.

“Hazardous Materials” means any hazardous substance, hazardous material, or hazardous waste as defined under state or federal law.

“Inadequate Funding Notice” is defined in Section 10.

“Land Right” is defined in Section 5.

“PG&E Facilities” is defined in Recital B.

“Preliminary Engineering” is defined in Recital C.

“Preliminary Payment” is defined in Recital C.

“Project” is defined in Recital A.

“Relocation Schematic” is defined in Recital C.

“Work” is defined in Recital B.

2. Preliminary Estimates. The Preliminary Engineering resulted in the following estimates:

- | | |
|-------------------------------|---|
| a. Actual Costs for the Work: | \$ 1,735,900 ¹ |
| b. Betterment: | \$ 0 |
| c. Salvage Value: | \$ 500 |
| d. Actual Net Costs: | \$ 1,735,400 (“ <u>Actual Net Costs Estimate</u> ”) |

The above estimates are not binding upon PG&E. After completion of the Work, any or all actual amounts could be higher or lower. If at any time, PG&E becomes aware that a revised estimate of Actual Costs will likely exceed the above estimate (or, as the case may be, any later estimate) by more than 20%, PG&E will notify Requester of the new estimated amounts. If the actual or estimated costs exceed the Actual Net Costs Estimate, this agreement may be amended to account for the revised cost estimate. In the absence of an amendment, PG&E shall have no obligation to continue with the Work.

3. Start of Work; Progress Payments. PG&E will commence the Work, as nearly as possible according to the Relocation Schematic, upon (a) receipt from Requester of a notice to proceed, (b) all necessary Land Rights procured as contemplated by Section 5 having been

¹ The estimate of Actual Costs may include a contingency amount, such as is used in the estimating methodology of AACE International, Inc. (formerly Association for the Advancement of Cost Engineering International).

vested in PG&E and submitted to the County Recorder's Office, and (c) issuance of all necessary Governmental Approvals as contemplated by Section 4.

After commencing the Work, PG&E may bill Requester not more than once each month for 100% the Actual Costs incurred by PG&E not previously reimbursed by Requester to the date of such billing, and Requester shall reimburse PG&E therefor within 45 days after receipt of such bill.

4. Permits. Requester shall acquire, at no cost to PG&E and in a form satisfactory to PG&E, all Governmental Approvals required for the temporary or permanent rearrangement of the PG&E Facilities from Governmental Authorities having jurisdiction, and shall file any statement required by, and otherwise comply with the applicable provisions of, the Environmental Quality Act of 1970 (California Public Resources Code, Sections 21000 *et seq.*). Requester is solely responsible for determining which Governmental Approvals are required for the Work to be performed except for any encroachment permits from the County of Sutter for work within the public right of way.

5. Land Rights. Requester shall convey or cause to be conveyed to PG&E all necessary land rights in a form satisfactory to both parties to allow PG&E to perform the Work and own the new PG&E Facilities in the new location(s) ("Land Rights"). If Requester cannot procure the Land Rights and PG&E agrees to procure the necessary rights at its sole discretion, Requester may pay to PG&E in advance the necessary amount. If Requester does not pay in advance to procure Land Rights, PG&E shall have no obligation to procure Land Rights.

If land rights held by PG&E are used for PG&E Facilities which will be abandoned or removed in the course of the Work, PG&E will issue an appropriate quitclaim of the land rights no longer needed by PG&E.

6. In the event the construction of temporary facilities is necessary, PG&E may use lands owned or controlled by Requester for the purpose of making such temporary facilities, provided that Requester shall have approved the location thereof. Upon completion of the Work, PG&E shall remove all temporary facilities.

7. Following completion of the Work, PG&E will notify Requester of the final Actual Net Costs, in the form of an invoice if an amount is owed by Requester, and within 30 days after Requester's receipt of such notice, either (a) PG&E will issue a refund to Requester if Actual Net Costs were less than Requester's payments to PG&E, or (b) Requester will reimburse PG&E the Actual Net Costs, net of payments already made, if Actual Net Costs were greater than such payments; in each case without interest. Requester shall have reasonable access to PG&E's accounts and records for the purposes of auditing such invoice.

8. Progress Reports. Upon request, PG&E will inform Requester of the progress of the Work.

9. Hazardous Materials. Upon discovery of Hazardous Material in connection with the Work, the parties will confer to explore all reasonable alternatives and agree on a course of action, and PG&E may immediately reschedule the Work to complete the Work in compliance with applicable law concerning the disposition of Hazardous Material. Requester will pay, in its entirety, those costs for additional necessary effort to comply with applicable law concerning the disposition of Hazardous Material found as a consequence of the Work, unless such conditions are attributable to PG&E's existing installation or operation.

10. Notice of Inadequate Funding. If at any time Requester becomes aware that funding will not be available or has reasonable grounds for believing that funding may not be available, to pay PG&E for Work performed by PG&E under this Agreement, Requester shall promptly notify PG&E in writing of the circumstances ("Inadequate Funding Notice"). At that time, the parties will meet and confer to discuss a mutually agreeable resolution, which may include amending this Agreement, stopping Work or other steps as appropriate.

11. Notices. Any notices or communications required or permitted to be given by this Agreement must be (a) given in writing and (b) personally delivered, mailed, or delivered by overnight courier, to the party to whom such notice or communication is directed, to the mailing address of such party as follows:

Pacific Gas and Electric Company
12840 Bill Clark Way
Auburn, CA 95602
Attn: Adam Egbert, Land Agent

State of California, Department of Water Resources
1416 Ninth Street, Room 425
Sacramento, CA 95814
Attn: Matt DeGroot, Senior Right of Way Agent

Payments by either party shall also be sent to the address provided on the invoice. Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three days after such notice or communication is mailed, or (iii) one business day after such notice or communication is sent by overnight courier. A party may, for purposes of this Agreement, change its notice information above by giving notice of such change to the other party pursuant to this Section 12.

12. CPUC and FERC Jurisdiction and Approval. This Agreement is subject to approval by the California Public Utilities Commission ("CPUC") and possibly, under certain circumstances, the Federal Energy Regulatory Commission ("FERC"). PG&E will promptly advise file a copy of this Agreement with the CPUC pursuant to CPUC General Order 96-B, and request CPUC approval. Requester agrees to cooperate fully in support of PG&E's advice filing, and support CPUC approval of this Agreement. This Agreement shall at all times be subject to such changes or modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction. Work done pursuant to this Agreement shall be in compliance with all applicable CPUC General Orders and, if applicable, FERC requirements.

13. Miscellaneous.

- (a) *Ownership of Work, Etc.* All reports, designs, drawings, plans, specifications, and other material prepared by PG&E pursuant to this Agreement shall be owned by PG&E.
- (b) *Disputes.* In the event of a dispute, the parties' representatives shall meet in an effort to resolve the matter.
- (c) *Amendments, Etc.* The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by each party. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

- (d) *Counterparts.* This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by emailed pdf shall be effective as delivery of a manually executed counterpart of this Agreement.
- (e) *Electronic Signatures.* This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.
- (f) *Governing Law.* This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California.
- (g) *Successors and Assigns.* The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Actual Cost Agreement by their respective duly authorized officers.

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
 Name:
 Title:
 Date:

STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES

By: Jeanne M. Kuttel
 Name: Jeanne
 Title: Chief, DOE
 Date: 4/16/2020

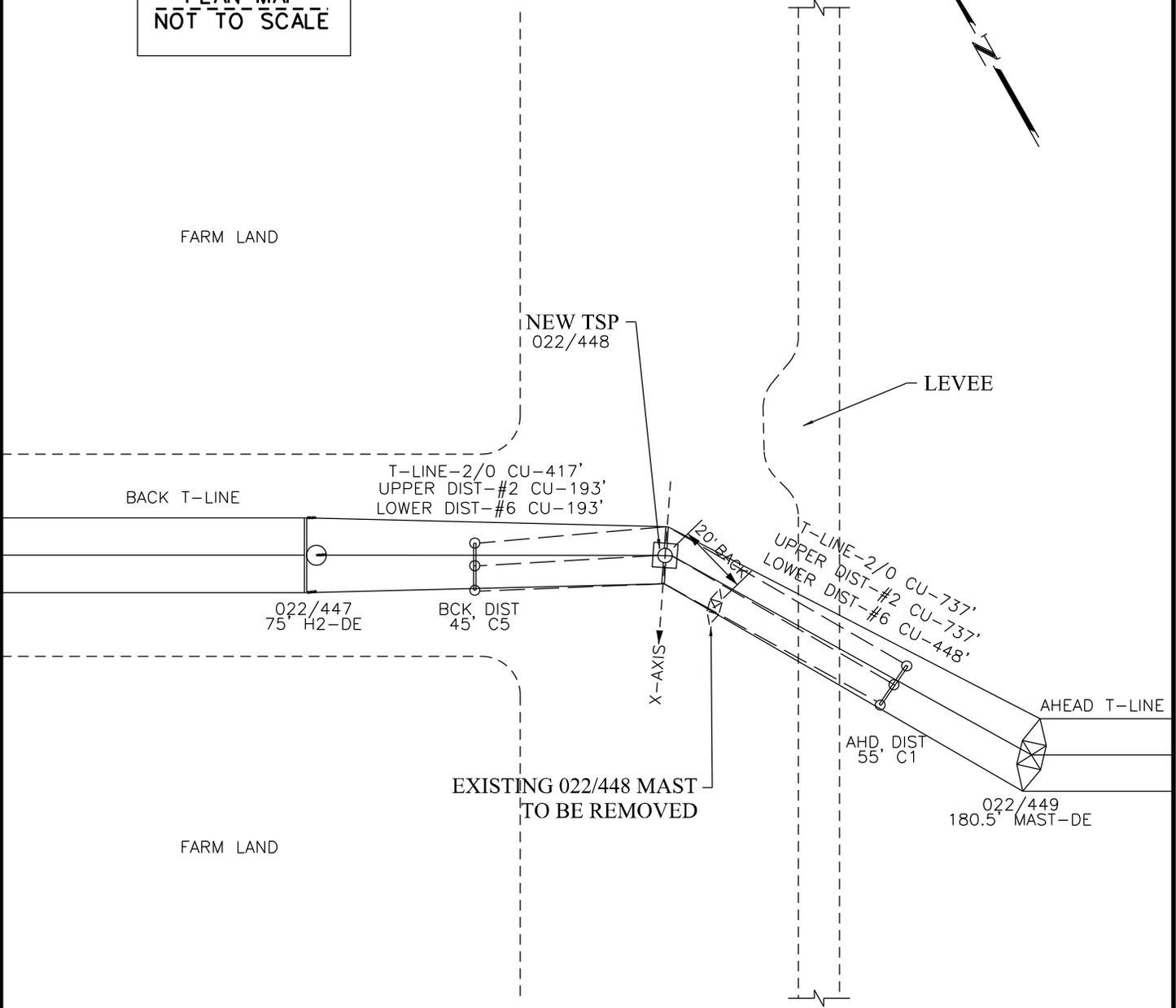
Approved for Requester as to form:

By: Rachel Taylor
 Name: Rachel Taylor
 Title: Attorney
 Date: 4/16/2020

Exhibit A: Relocation Schematic (PG&E Drawing No. 095177 Sh.3)

Exhibit A: Relocation Schematic

PLAN MAP
NOT TO SCALE



STR NO.	NORTHING	EASTING	ELEVATION
022/448	2094194.30	6679360.65	40.35

HORIZONTAL DATUM: CA STATE PLANE, ZONE 2
VERTICAL DATUM: NAVD88

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C. Requester has paid PG&E \$ 200,000 (the "Preliminary Payment") toward the Agency Percentage of PG&E's preliminary engineering ("Preliminary Engineering") costs, and such preliminary engineering has produced PG&E Drawing No. 095177 Sh. 3 attached hereto as Exhibit A ("Relocation Schematic").

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"Actual Net Costs" means the Agency Percentage of Actual Costs minus:

- (a) "Betterment", defined as replacements costing more than the replaced PG&E Facilities because of greater capacity, durability or efficiency; and
- (b) "Salvage Value", defined as the salvage value of any materials removed and retained by PG&E in the course of the Work, the replacement cost of which is charged to Requester.

"Agency Percentage" means 100%.

"CPUC" is defined in Section 13.

"FERC" is defined in Section 13.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, waiver, exemption, variance, order, authorization or similar order of or from, or filing or registration with, or notice to be issued by or on behalf of, an applicable Government Authority.

“Governmental Authority” Any federal, state, or local government, or any political subdivision thereof, or independent system operator, regional transmission operator or similar quasi-governmental authority.

“Hazardous Materials” means any hazardous substance, hazardous material, or hazardous waste as defined under state or federal law.

“Inadequate Funding Notice” is defined in Section 10.

“Land Right” is defined in Section 5.

“PG&E Facilities” is defined in Recital B.

“Preliminary Engineering” is defined in Recital C.

“Preliminary Payment” is defined in Recital C.

“Project” is defined in Recital A.

“Relocation Schematic” is defined in Recital C.

“Work” is defined in Recital B.

2. Preliminary Estimates. The Preliminary Engineering resulted in the following estimates:

a. Actual Costs for the Work:	\$ 1,735,900 ¹
b. Betterment:	\$ 0
c. Salvage Value:	\$ 500
d. Actual Net Costs:	\$ 1,735,400 (“ <u>Actual Net Costs Estimate</u> ”)

The above estimates are not binding upon PG&E. After completion of the Work, any or all actual amounts could be higher or lower. If at any time, PG&E becomes aware that a revised estimate of Actual Costs will likely exceed the above estimate (or, as the case may be, any later estimate) by more than 20%, PG&E will notify Requester of the new estimated amounts. If the actual or estimated costs exceed the Actual Net Costs Estimate, this agreement may be amended to account for the revised cost estimate. In the absence of an amendment, PG&E shall have no obligation to continue with the Work.

3. Start of Work; Progress Payments. PG&E will commence the Work, as nearly as possible according to the Relocation Schematic, upon (a) receipt from Requester of a notice to proceed, (b) all necessary Land Rights procured as contemplated by Section 5 having been

¹ The estimate of Actual Costs may include a contingency amount, such as is used in the estimating methodology of AACE International, Inc. (formerly Association for the Advancement of Cost Engineering International).

vested in PG&E and submitted to the County recorder's office, and (c) issuance of all necessary Governmental Approvals as contemplated by Section 4.

After commencing the Work, PG&E may bill Requester not more than once each month for 100% the Actual Costs incurred by PG&E not previously reimbursed by Requester to the date of such billing, and Requester shall reimburse PG&E therefor within 45 days after receipt of such bill.

4. Permits. Requester shall acquire, at no cost to PG&E and in a form satisfactory to PG&E, all Governmental Approvals required for the temporary or permanent rearrangement of the PG&E Facilities from Governmental Authorities having jurisdiction, and shall file any statement required by, and otherwise comply with the applicable provisions of, the Environmental Quality Act of 1970 (California Public Resources Code, Sections 21000 *et seq.*). Requester is solely responsible for determining which Governmental Approvals are required for the Work to be performed except for any encroachment permits from the County of Sutter for work within the public right of way.

5. Land Rights. Requester shall convey or cause to be conveyed to PG&E all necessary land rights in a form satisfactory to both parties to allow PG&E to perform the Work and own the new PG&E Facilities in the new location(s) ("Land Rights"). If Requester cannot procure the Land Rights and PG&E agrees to procure the necessary rights at its sole discretion, Requester may pay to PG&E in advance the necessary amount. If Requester does not pay in advance to procure Land Rights, PG&E shall have no obligation to procure Land Rights.

If land rights held by PG&E are used for PG&E Facilities which will be abandoned or removed in the course of the Work, PG&E will issue an appropriate quitclaim of the land rights no longer needed by PG&E.

6. In the event the construction of temporary facilities is necessary, PG&E may use lands owned or controlled by Requester for the purpose of making such temporary facilities, provided that Requester shall have approved the location thereof. Upon completion of the Work, PG&E shall remove all temporary facilities.

7. Following completion of the Work, PG&E will notify Requester of the final Actual Net Costs, in the form of an invoice if an amount is owed by Requester, and within 30 days after Requester's receipt of such notice, either (a) PG&E will issue a refund to Requester if Actual Net Costs were less than Requester's payments to PG&E, or (b) Requester will reimburse PG&E the Actual Net Costs, net of payments already made, if Actual Net Costs were greater than such payments; in each case without interest. Requester shall have reasonable access to PG&E's accounts and records for the purposes of auditing such invoice.

8. Progress Reports. Upon request, PG&E will inform Requester of the progress of the Work.

9. Hazardous Materials. Upon discovery of Hazardous Material in connection with the Work, the parties will confer to explore all reasonable alternatives and agree on a course of action, and PG&E may immediately reschedule the Work to complete the Work in compliance with applicable law concerning the disposition of Hazardous Material. Requester will pay, in its entirety, those costs for additional necessary effort to comply with applicable law concerning the disposition of Hazardous Material found as a consequence of the Work, unless such conditions are attributable to PG&E's existing installation or operation.

10. Notice of Inadequate Funding. If at any time Requester becomes aware that funding will not be available or has reasonable grounds for believing that funding may not be available, to pay PG&E for Work performed by PG&E under this Agreement, Requester shall promptly notify PG&E in writing of the circumstances ("Inadequate Funding Notice"). At that time, the parties will meet and confer to discuss a mutually agreeable resolution, which may include amending this Agreement, stopping Work or other steps as appropriate.

11. Notices. Any notices or communications required or permitted to be given by this Agreement must be (a) given in writing and (b) personally delivered, mailed, or delivered by overnight courier, to the party to whom such notice or communication is directed, to the mailing address of such party as follows:

Pacific Gas and Electric Company
12840 Bill Clark Way
Auburn, CA 95602
Attn: Adam Egbert, Land Agent

State of California, Department of Water Resources
1416 Ninth Street, Room 425
Sacramento, CA 95814
Attn: Matt DeGroot, Senior Right of Way Agent

Payments by either party shall also be sent to the address provided on the invoice. Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three days after such notice or communication is mailed, or (iii) one business day after such notice or communication is sent by overnight courier. A party may, for purposes of this Agreement, change its notice information above by giving notice of such change to the other party pursuant to this Section 12.

12. CPUC and FERC Jurisdiction and Approval. This Agreement is subject to approval by the California Public Utilities Commission ("CPUC") and possibly, under certain circumstances, the Federal Energy Regulatory Commission ("FERC"). PG&E will promptly advise file a copy of this Agreement with the CPUC pursuant to CPUC General Order 96-B, and request CPUC approval. Requester agrees to cooperate fully in support of PG&E's advice filing, and support CPUC approval of this Agreement. This Agreement shall at all times be subject to such changes or modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction. Work done pursuant to this Agreement shall be in compliance with all applicable CPUC General Orders and, if applicable, FERC requirements.

13. Miscellaneous.

- (a) *Ownership of Work, Etc.* All reports, designs, drawings, plans, specifications and other material prepared by PG&E pursuant to this Agreement shall be owned by PG&E.
- (b) *Disputes.* In the event of a dispute, the parties' representatives shall meet in an effort to resolve the matter.
- (c) *Amendments, Etc.* The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by each party. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

- (d) *Counterparts.* This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by emailed pdf shall be effective as delivery of a manually executed counterpart of this Agreement.
- (e) *Electronic Signatures.* This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.
- (f) *Governing Law.* This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California.
- (g) *Successors and Assigns.* The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Actual Cost Agreement by their respective duly authorized officers.

PACIFIC GAS AND ELECTRIC COMPANY

E-SIGNED by Andrew Williams
on 2020-04-22 21:29:47 GMT

By: _____
Name: Andrew K. Williams
Title: Vice President, Shared Services
Date: April 22, 2020

STATE OF CALIFORNIA, DEPARTMENT OF
WATER RESOURCES

By: _____
Name:
Title:
Date:

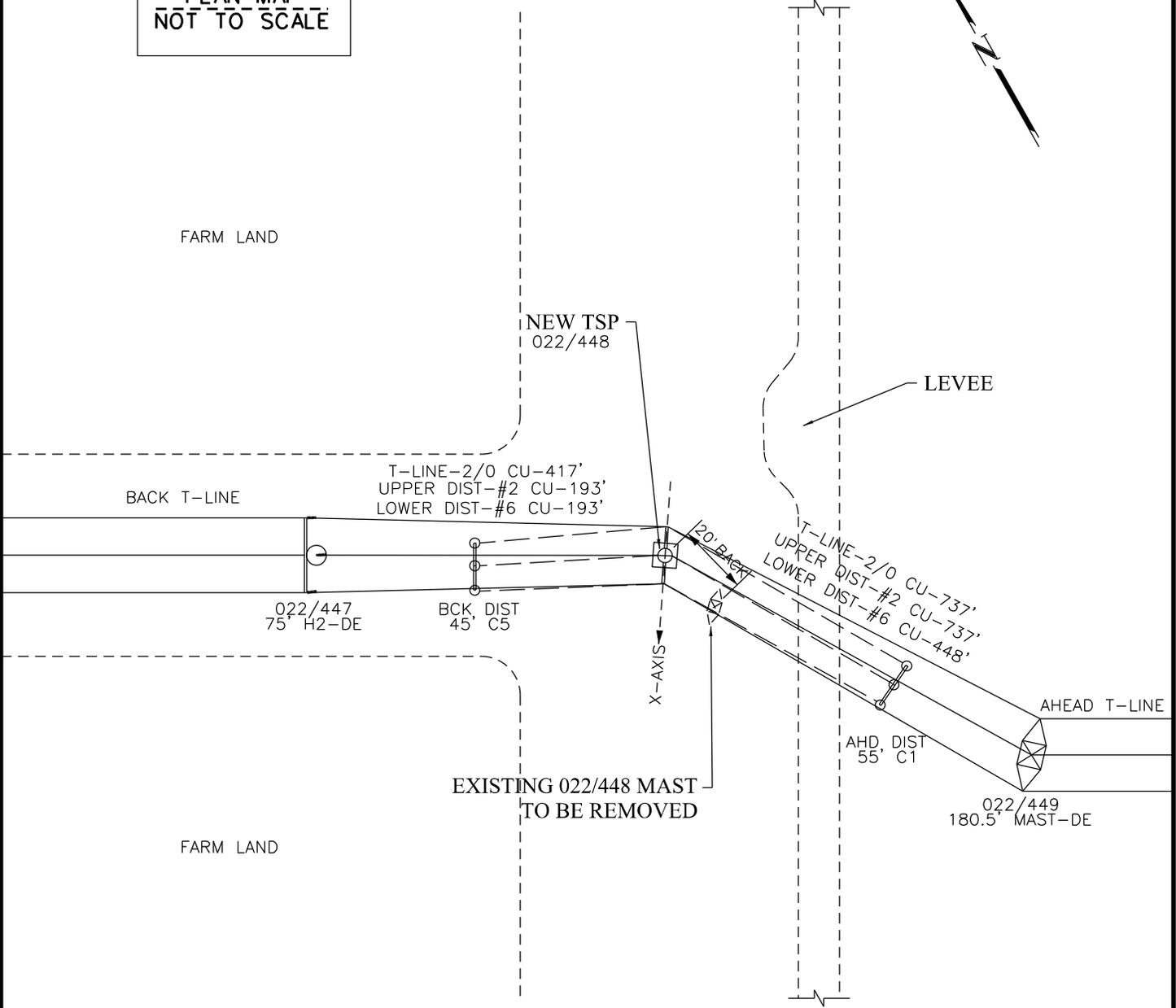
Approved for Requester as to form:

By: _____
Name:
Title:
Date:

Exhibit A: Relocation Schematic (PG&E Drawing No. 095177 Sh.3)

Exhibit A: Relocation Schematic

PLAN MAP
NOT TO SCALE



STR NO.	NORTHING	EASTING	ELEVATION
022/448	2094194.30	6679360.65	40.35

HORIZONTAL DATUM: CA STATE PLANE, ZONE 2
 VERTICAL DATUM: NAVD88

Exhibit B

LEBLS

(Redacted)

ACTUAL COST CONTRACT FOR RELOCATIONS

This ACTUAL COST CONTRACT ("Agreement"), dated as of March 11, 2021, 20 21, by and between the State of California, Department of Water Resources ("Requester"), and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"). The effective date of this Agreement is the later of the respective dates of signature by the parties, as indicated on the signature page. This Agreement will terminate on December 31, 2025.

RECITALS:

A. Requester contemplates construction of the **Lower Elkhorn Basin Levee Setback Project** (the "Project") in Yolo County, California.

B. The Project will require, and Requester has requested, that PG&E rearrange and/or relocate certain electric utility infrastructure equipment owned by PG&E (both the existing and replacement facilities, "PG&E Facilities") (including the Preliminary Engineering and any temporary arrangements, the "Work"), and PG&E is willing to do so, upon the terms and conditions set forth herein.

C. Requester has paid PG&E \$ 98,000 (the "Preliminary Payment") toward the Agency Percentage of PG&E's preliminary engineering ("Preliminary Engineering") costs, and such preliminary engineering has produced PG&E Drawing No.31441725 attached hereto as Exhibit A ("Relocation Schematic").

AGREEMENT:

1. Defined Terms. As used herein, the following terms have the meaning indicated:

"Actual Costs" means PG&E's fully loaded costs, including direct, indirect and overhead costs billed in accordance with PG&E's systems for allocating charges to customers. Direct, indirect and overhead costs include, without limitation, payroll, payroll taxes, external charges, benefits, Allowance for Funds Used During Construction, Administrative and General Costs, estimating, mapping, surveying, land rights acquisition, transportation, service planning, contract management, sourcing, stores and tool expense, material and supplies, public liability and property damage insurance, as set forth in PG&E's tariffs, estimated state and federal income tax, and other costs charged under such systems, all as in effect from time to time.

"Actual Net Costs" means the Agency Percentage of Actual Costs minus:

- (a) "Betterment", defined as replacements costing more than the replaced PG&E Facilities because of greater capacity, durability or efficiency; and
- (b) "Salvage Value", defined as the salvage value of any materials removed and retained by PG&E in the course of the Work, the replacement cost of which is charged to Requester.

"Agency Percentage" means 100%.

"CPUC" is defined in Section 12.

"FERC" is defined in Section 12.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, waiver, exemption, variance, order, authorization or similar order of or from, or filing or registration with, or notice to be issued by or on behalf of, an applicable Government Authority.

“Governmental Authority” Any federal, state, or local government, or any political subdivision thereof, or independent system operator, regional transmission operator or similar quasi-governmental authority.

“Hazardous Materials” means any hazardous substance, hazardous material, or hazardous waste as defined under state or federal law.

“Inadequate Funding Notice” is defined in Section 10.

“Land Right” is defined in Section 5.

“PG&E Facilities” is defined in Recital B.

“Preliminary Engineering” is defined in Recital C.

“Preliminary Payment” is defined in Recital C.

“Project” is defined in Recital A.

“Relocation Schematic” is defined in Recital C.

“Work” is defined in Recital B.

2. Preliminary Estimates. The Preliminary Engineering resulted in the following estimates:

- a. Actual Costs for the Work: \$ 1,163,170.55
- b. Betterment: \$ 0
- c. Salvage Value: \$ 0
- d. Actual Net Costs: \$ 1,163,170.55 (“Actual Net Costs Estimate”)

The above estimates are not binding upon PG&E. After completion of the Work, any or all actual amounts could be higher or lower. If at any time, PG&E becomes aware that a revised estimate of Actual Costs will likely exceed the above estimate (or, as the case may be, any later estimate) by more than 20%, PG&E will notify Requester of the new estimated amounts. If the actual or estimated costs exceed the Actual Net Costs Estimate, this agreement may be amended to account for the revised cost estimate. In the absence of an amendment, PG&E shall have no obligation to continue with the Work.

3. Start of Work: Progress Payments. PG&E will commence the Work, as nearly as possible according to the Relocation Schematic, upon (a) receipt from Requester of a notice to proceed, (b) all necessary Land Rights procured as contemplated by Section 5 having been vested in PG&E and submitted to the County recorder’s office, and (c) issuance of all necessary Governmental Approvals as contemplated by Section 4.

After commencing the Work, PG&E may bill Requester not more than once each month for 100% the Actual Costs incurred by PG&E not previously reimbursed by Requester to the date

of such billing, and Requester shall reimburse PG&E therefor within 45 days after receipt of such bill.

4. Permits. Requester shall acquire, at no cost to PG&E and in a form satisfactory to PG&E, all Governmental Approvals required for the temporary or permanent rearrangement of the PG&E Facilities from Governmental Authorities having jurisdiction, and shall file any statement required by, and otherwise comply with the applicable provisions of, the Environmental Quality Act of 1970 (California Public Resources Code, Sections 21000 *et seq.*). Requester is solely responsible for determining which Governmental Approvals are required for the Work to be performed except for any encroachment permits from the County of Sutter for work within the public right of way.

5. Land Rights. Requester shall convey or cause to be conveyed to PG&E all necessary land rights in a form satisfactory to both parties to allow PG&E to perform the Work and own the new PG&E Facilities in the new location(s) ("Land Rights"). If Requester cannot procure the Land Rights and PG&E agrees to procure the necessary rights at its sole discretion, Requester may pay to PG&E in advance the necessary amount. If Requester does not pay in advance to procure Land Rights, PG&E shall have no obligation to procure Land Rights.

If land rights held by PG&E are used for PG&E Facilities which will be abandoned or removed in the course of the Work, PG&E will issue an appropriate quitclaim of the land rights no longer needed by PG&E.

6. In the event the construction of temporary facilities is necessary, PG&E may use lands owned or controlled by Requester for the purpose of making such temporary facilities, provided that Requester shall have approved the location thereof. Upon completion of the Work, PG&E shall remove all temporary facilities.

7. Following completion of the Work, PG&E will notify Requester of the final Actual Net Costs, in the form of an invoice if an amount is owed by Requester, and within 30 days after Requester's receipt of such notice, either (a) PG&E will issue a refund to Requester if Actual Net Costs were less than Requester's payments to PG&E, or (b) Requester will reimburse PG&E the Actual Net Costs, net of payments already made, if Actual Net Costs were greater than such payments; in each case without interest. Requester shall have reasonable access to PG&E's accounts and records for the purposes of auditing such invoice.

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11. Notices. Any notices or communications required or permitted to be given by this Agreement must be (a) given in writing and (b) personally delivered, mailed, or delivered by overnight courier, to the party to whom such notice or communication is directed, to the mailing address of such party as follows:

Pacific Gas and Electric Company
2730 gateway Oaks Dr
Sacramento, CA 95833
Attn: Nicholas Morlock, Land Agent

State of California, Department of Water Resources
1416 Ninth Street, Room 425
Sacramento, CA 95814
Attn: Patrick Nolan, Associate Right of Way Agent

Payments by either party shall also be sent to the address provided on the invoice. Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three days after such notice or communication is mailed, or (iii) one business day after such notice or communication is sent by overnight courier. A party may, for purposes of this Agreement, change its notice information above by giving notice of such change to the other party pursuant to this Section 11.

12. CPUC and FERC Jurisdiction and Approval. This Agreement is subject to approval by the California Public Utilities Commission ("CPUC") and possibly, under certain circumstances, the Federal Energy Regulatory Commission ("FERC"). PG&E will promptly advise file a copy of this Agreement with the CPUC pursuant to CPUC General Order 96-B, and request CPUC approval. Requester agrees to cooperate fully in support of PG&E's advice filing, and support CPUC approval of this Agreement. This Agreement shall at all times be subject to such changes or modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction. Work done pursuant to this Agreement shall be in compliance with all applicable CPUC General Orders and, if applicable, FERC requirements.

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- (b) *Disputes.* In the event of a dispute, the parties' representatives shall meet in an effort to resolve the matter.
- (c) *Amendments, Etc.* The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by each party. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- (d) *Counterparts.* This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by emailed pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

- (e) *Electronic Signatures.* This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.
- (f) *Governing Law.* This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California.
- (g) *Successors and Assigns.* The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Actual Cost Agreement by their respective duly authorized officers.

PACIFIC GAS AND ELECTRIC COMPANY

By: E-SIGNED by Andrew Williams
on 2021-03-11 20:17:53 GMT
Name: Andrew K. Williams
Title: Vice President, Shared Services
Date:

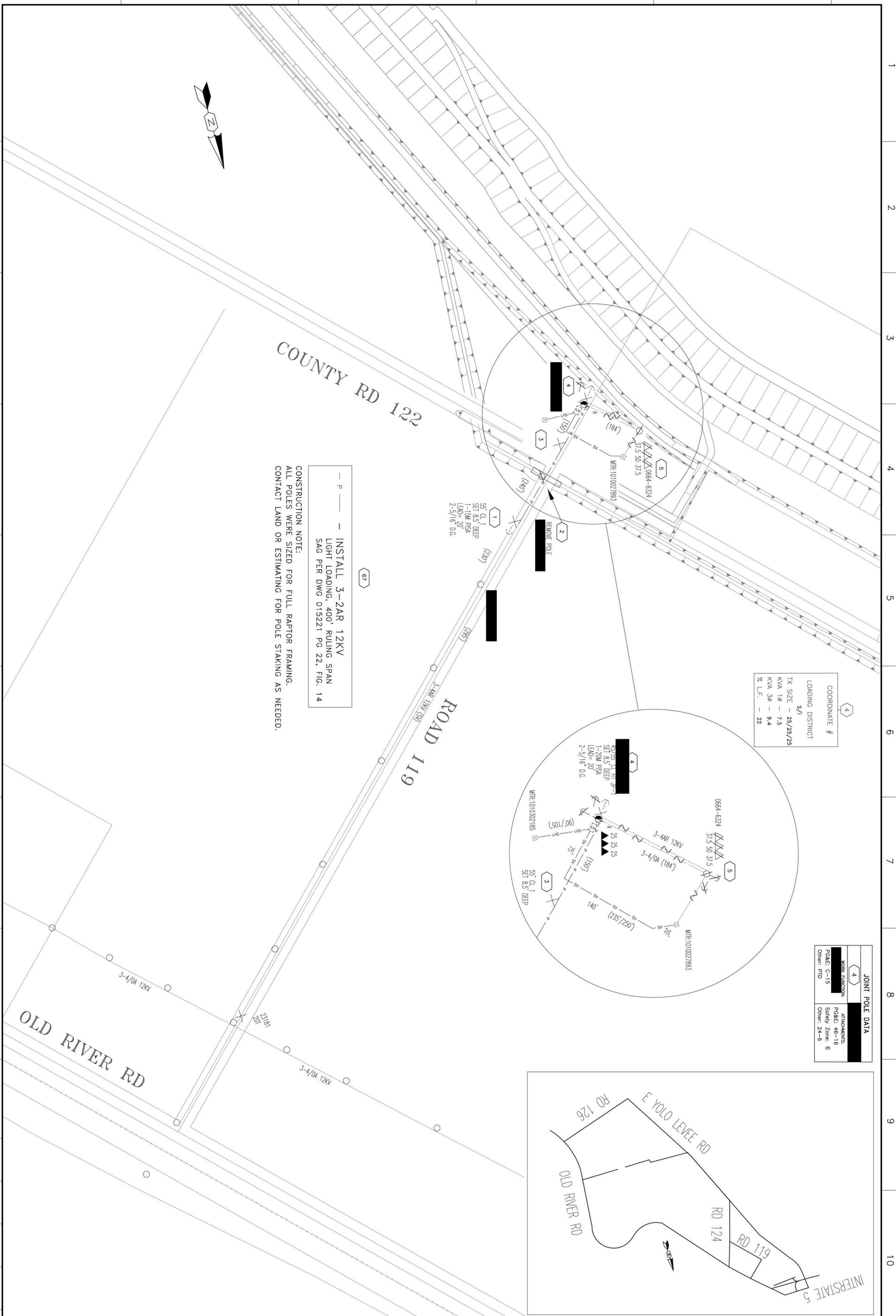
STATE OF CALIFORNIA, DEPARTMENT OF
WATER RESOURCES

By: Jeanne M. Kuttel
Jeanne M. Kuttel, Chief
Division of Engineering
Date: 2/26/2021

Approved for Requester as to legal form and sufficiency:

By: Rachel Taylor
Rachel Taylor
Attorney
Date: 2/23/2021

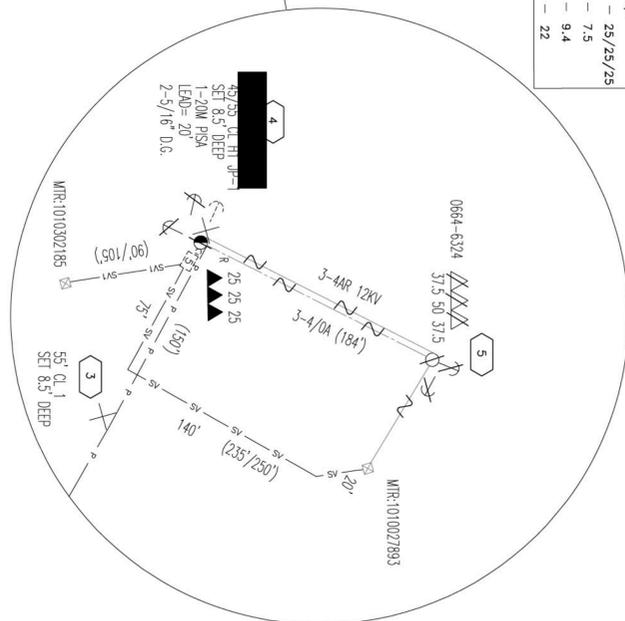
Exhibit A: Relocation Schematic (PG&E Drawing No. 31441725)



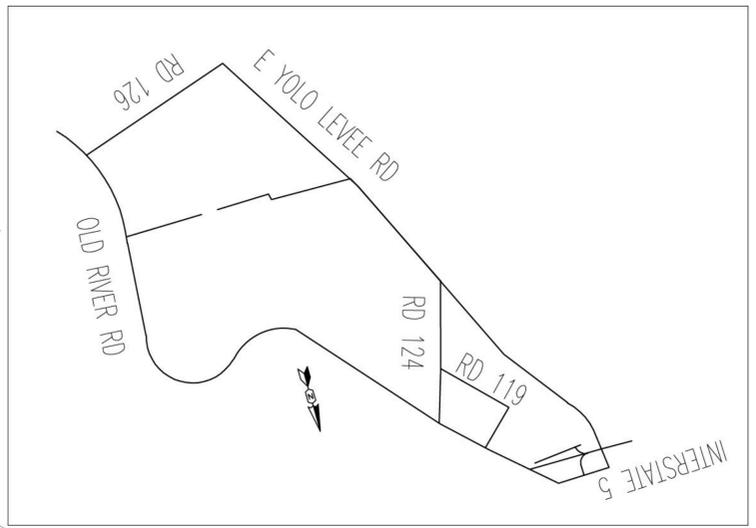
CONSTRUCTION NOTE:
 ALL POLES WERE SIZED FOR FULL RAPTOR FRAMING.
 CONTACT LAND OR ESTIMATING FOR POLE STAKING AS NEEDED.

- P - - INSTALL 3-2AR 12KV
 LIGHT LOADING, 400' RULING, SPAN
 SAG PER DWG 015221 PG 22, FIG. 14

COORDINATE #	4
LOADING DISTRICT	S/1
TX SIZE	25/25/25
KVA 1Ø	7.5
KVA 3Ø	9.4
% L.F.	22



JOINT POLE DATA	
4	ATTACHMENTS:
WORK ENCLOSURE	Pole: 46-16
Pole: C-15	Safety Zone: 6
Other: PTD	Other: 24-6



CONSTRUCTION SKETCH
 CA DEPARTMENT OF WATER RESOURCES LEVEE RELOCATION
 WRO REMOVAL OF EXISTING FACILITIES
 COUNTY RD 124 & OLD RIVER RD, WEST SACRAMENTO

PACIFIC GAS & ELECTRIC COMPANY

REVISIONS		
NO.	DATE	DESCRIPTION

PRIMARY VOLTAGE: 2 kV	VOLTAGE AREA: 12
LATITUDE:	LONGITUDE:
SOURCE SIDE DEVICE: SEE DWG	
SUB & CIRCUIT: WOODLAND 1109	
DSGN SAG: RURAL	RAPTOR ZONE: YES
LOADING AREA: LIGHT	ARRESTER DIST: 2
CORROSION AREA: NON	INSULATION DIST: D
EXEMPT EQUIP. INST.:	FIRE AREA:

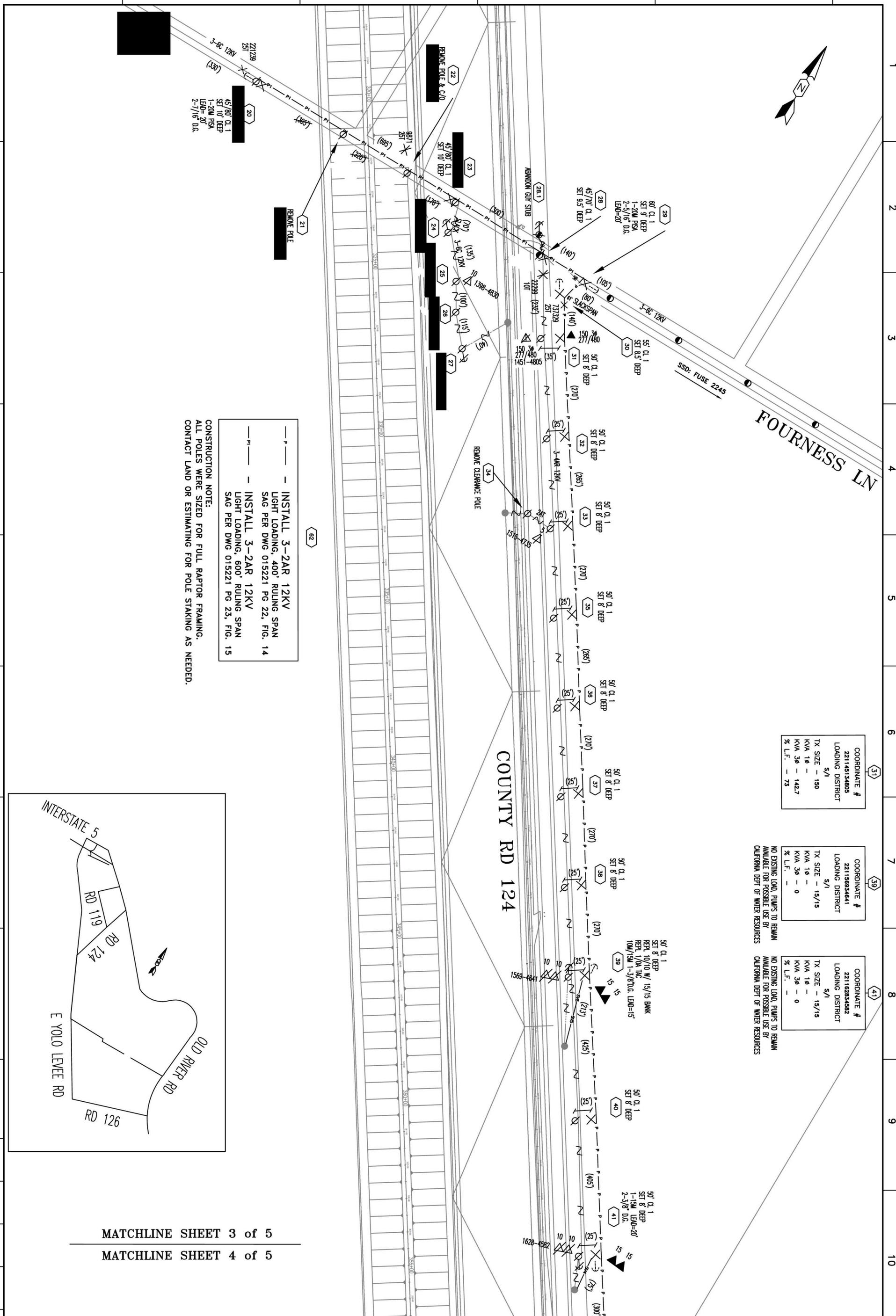
ENGINEERING AND PLANNING DEPT.
 850 STILLWATER RD
 WEST SACRAMENTO, CA 95605

811 Know what's below.
 Call before you dig.

NO ENVIRONMENTAL ISSUES

GAS CONFLICT: NEAR LOC:

EST: ALLEN WOODARD	707-479-3511
ADE: ALLEN WOODARD	707-479-3511
SUPV: MIKE KARTZ	916-205-0020
REP: MOHINDER SINGH	916276-0615
PLNR: RICHARD SALCEDO	530-889-3240
NOTIF: 113164143	
SCALE: NTS	DATE: 08/25/2020
PM: 31441725	SHEET: 1 OF 5 REV. 0



CONSTRUCTION NOTE:
 ALL POLES WERE SIZED FOR FULL RAPTOR FRAMING.
 CONTACT LAND OR ESTIMATING FOR POLE STAKING AS NEEDED.

- - - - - INSTALL 3-2AR 12KV
 LIGHT LOADING, 400' RULING SPAN
 SAG PER DWG 015221 PG 22, FIG. 14
 - - - - - INSTALL 3-2AR 12KV
 LIGHT LOADING, 600' RULING SPAN
 SAG PER DWG 015221 PG 23, FIG. 15

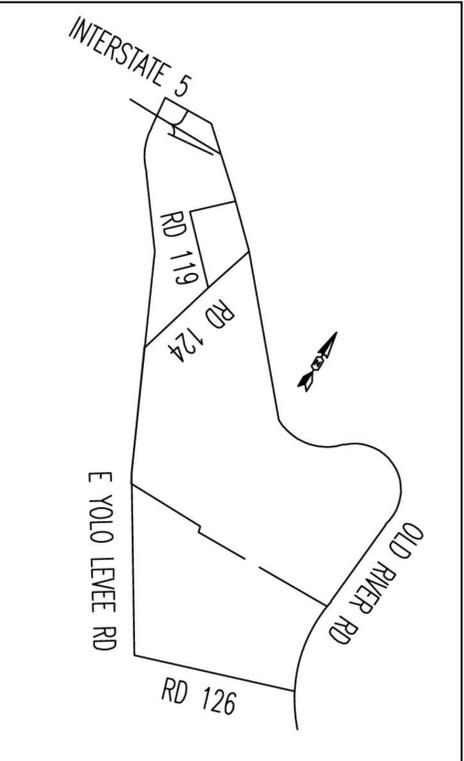
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 LOADING DISTRICT S/I
 TX SIZE - 150
 KVA 3Ø - 142.7
 % L.F. - 73

COORDINATE # 221156934641
 LOADING DISTRICT S/I
 TX SIZE - 15/15
 KVA 1Ø - 0
 KVA 3Ø - 0
 % L.F. -

COORDINATE # 221162834582
 LOADING DISTRICT S/I
 TX SIZE - 15/15
 KVA 1Ø - 0
 KVA 3Ø - 0
 % L.F. -

NO EXISTING LOAD, PUMPS TO REMAIN
 AVAILABLE FOR POSSIBLE USE BY
 CALIFORNIA DEPT OF WATER RESOURCES

NO EXISTING LOAD, PUMPS TO REMAIN
 AVAILABLE FOR POSSIBLE USE BY
 CALIFORNIA DEPT OF WATER RESOURCES

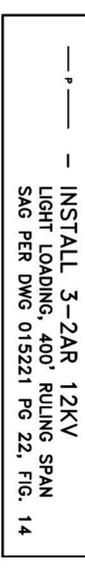


MATCHLINE SHEET 3 of 5
 MATCHLINE SHEET 4 of 5

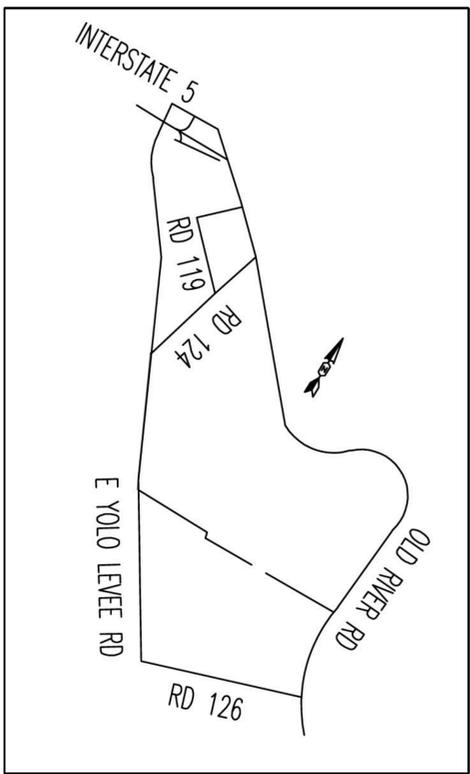
CONSTRUCTION SKETCH CA DEPARTMENT OF WATER RESOURCES LEVEE RELOCATION WRO REMOVAL OF EXISTING FACILITIES COUNTY RD 124 & OLD RIVER RD, WEST SACRAMENTO PACIFIC GAS & ELECTRIC COMPANY	NO. DATE DESCRIPTION	REVISIONS	PRIMARY VOLTAGE: 2 kV VOLTAGE AREA: 12 LATITUDE: LONGITUDE: SOURCE SIDE DEVICE: SEE DWG SUB & CIRCUIT: WOODLAND 1109 DSGN SAG: RURAL RAPTOR ZONE: YES LOADING AREA: LIGHT ARRESTER DIST: 2 CORROSION AREA: NON INSULATION DIST: D EXEMPT EQUIP. INST. FIRE AREA:	ENGINEERING AND PLANNING DEPT. 850 STILLWATER RD WEST SACRAMENTO, CA 95605 811 Know what's below. Call before you dig. NO ENVIRONMENTAL ISSUES GAS CONFLICT: NEAR LOC:	EST: ALLEN WOODARD 916-760-1975 ADE: ALLEN WOODARD 916-760-1975 SUPV: MIKE KARTZ 916-760-1981 REP: MOHINDER SINGH 916-276-0615 PLNR: RICHARD SALCEDO 530-889-3240 NOTIF: 113164143 IFA#: SCALE: NTS DATE: 06/09/2020 PM: 31441725 SHEET: 3 OF 5 REV. 0
	INCH 0 1 2 3 4 5 6		0 1 2 3 4 5 6 7 8 9 10		

MATCHLINE SHEET 3 of 5

MATCHLINE SHEET 4 of 5


 INSTALL 3-2AR 12KV
 LIGHT LOADING, 400' RULING SPAN
 SAG PER DWG 015221 PG 22, FIG. 14

CONSTRUCTION NOTE:
 ALL POLES WERE SIZED FOR FULL RAPTOR FRAMING.
 CONTACT LAND OR ESTIMATING FOR POLE STAKING AS NEEDED.



MATCHLINE SHEET 4 of 5

MATCHLINE SHEET 5 of 5

CONSTRUCTION SKETCH
 CA DEPARTMENT OF WATER RESOURCES LEVEE RELOCATION
 WRO REMOVAL OF EXISTING FACILITIES
 COUNTY RD 124 & OLD RIVER RD, WEST SACRAMENTO
 PACIFIC GAS & ELECTRIC COMPANY

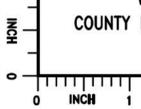
REVISIONS	
NO.	DATE

PRIMARY VOLTAGE: 2 KV	VOLTAGE AREA: 12
LATITUDE:	LONGITUDE:
SOURCE SIDE DEVICE: SEE DWG	
SUB & CIRCUIT: WOODLAND 1109	
DSGN SAG: RURAL	RAPTOR ZONE: YES
LOADING AREA: LIGHT	ARRESTER DIST: 2
CORROSION AREA: NON	INSULATION DIST: D
EXEMPT EQUIP. INST.:	FIRE AREA:

ENGINEERING AND PLANNING DEPT.
 850 STILLWATER RD
 WEST SACRAMENTO, CA 95605

 NO ENVIRONMENTAL ISSUES
 GAS CONFLICT: NEAR LOC.

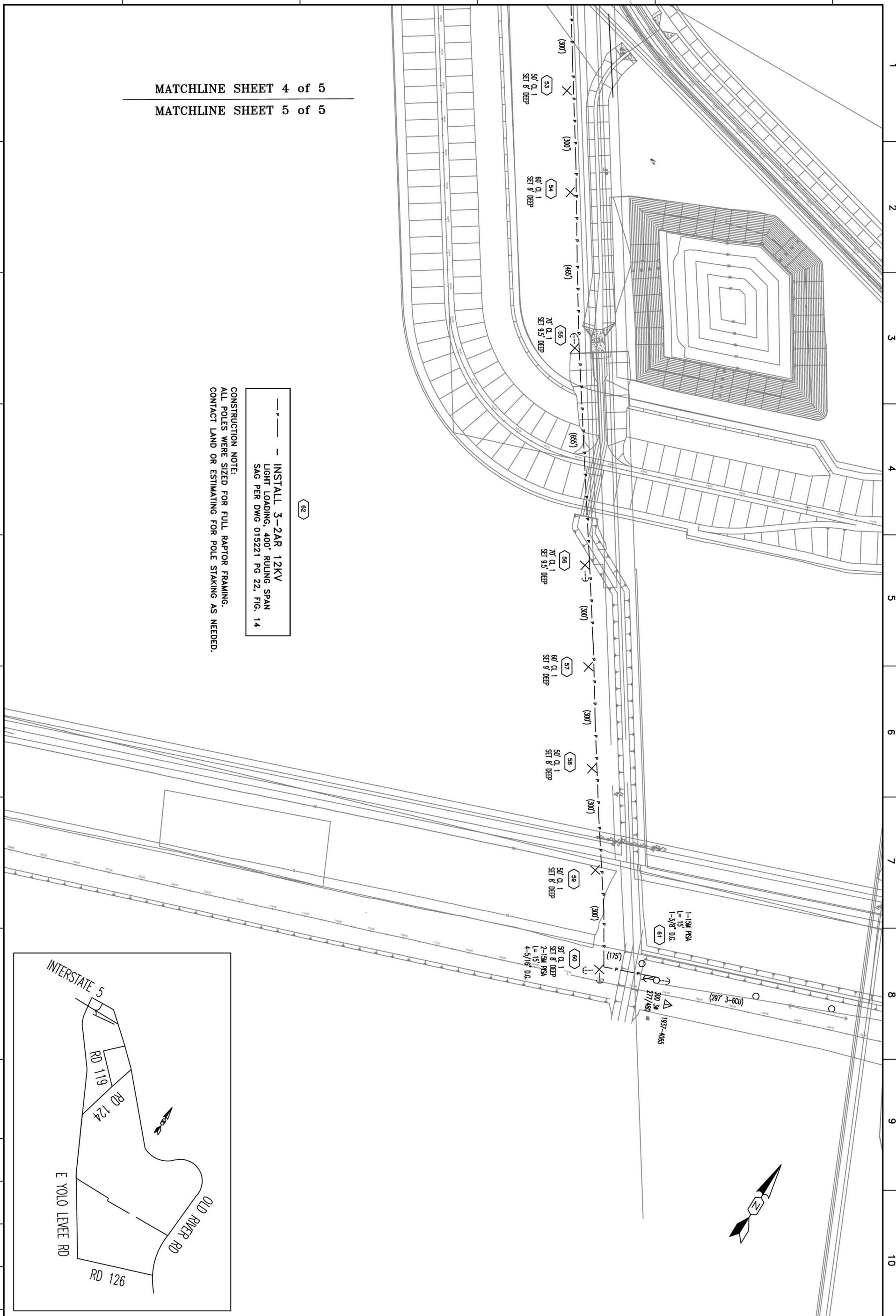
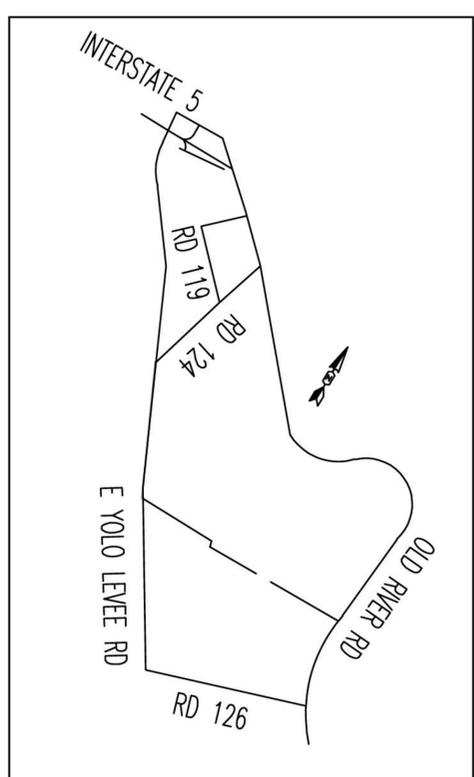
EST: ALLEN WOODARD	916-760-1975
ADE: ALLEN WOODARD	916-760-1975
SUPV: MIKE KARTZ	916-760-1981
REP: MOHINDER SINGH	916-276-0615
PLNR: RICHARD SALCEDO	530-889-3240
NOTIF: 113164143	JPA#:
SCALE: NTS	DATE: 06/09/2020
PM: 31441725	SHEET: 4 OF 5 REV. 0



MATCHLINE SHEET 4 of 5
 MATCHLINE SHEET 5 of 5

CONSTRUCTION NOTE:
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 CONTACT LAND OR ESTIMATING FOR POLE STAKING AS NEEDED.

INSTALL 3-2AR 12KV
 LIGHT LOADING, 400' RULING SPAN
 SAG PER DWG 015221 PG 22, FIG. 14



CONSTRUCTION SKETCH
 CA DEPARTMENT OF WATER RESOURCES LEVEE RELOCATION
 WRO REMOVAL OF EXISTING FACILITIES
 COUNTY RD 124 & OLD RIVER RD, WEST SACRAMENTO
 PACIFIC GAS & ELECTRIC COMPANY

REVISIONS	
NO.	DATE

PRIMARY VOLTAGE: 2 kV	VOLTAGE AREA: 12
LATITUDE:	LONGITUDE:
SOURCE SIDE DEVICE: SEE DWG	
SUB & CIRCUIT: WOODLAND 1109	
DSGN SAG: RURAL	RAPTOR ZONE: YES
LOADING AREA: LIGHT	ARRESTER DIST: 2
CORROSION AREA: NON	INSULATION DIST: D
EXEMPT EQUIP. INST.:	FIRE AREA:

ENGINEERING AND PLANNING DEPT.
 850 STILLWATER RD
 WEST SACRAMENTO, CA 95605

811 Know what's below. Call before you dig.
 NO ENVIRONMENTAL ISSUES
 GAS CONFLICT: NEAR LOC:

EST: ALLEN WOODARD	916-760-1975
ADE: ALLEN WOODARD	916-760-1975
SUPV: MIKE KARTZ	916-760-1981
REP: MOHINDER SINGH	916-276-0615
PLNR: RICHARD SALCEDO	530-889-3240
NOTIF: 113164143	JPA#:
SCALE: NTS	DATE: 06/09/2020
PM: 31441725	SHEET: 5 OF 5 REV. 0

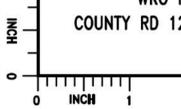


Exhibit C

Confidentiality Declaration

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

**DECLARATION SUPPORTING CONFIDENTIAL DESIGNATION
ON BEHALF OF
PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)**

1. I, Ahmad Ababneh, am the Vice President of Electric Operations, Major Projects and Programs of Pacific Gas and Electric Company (“PG&E”), a California corporation. My business office is located at:

Pacific Gas and Electric Company
245 Market Street, Mail Code N10C
San Francisco, CA 94105

2. PG&E will produce the information identified in Paragraph 3 of this Declaration to the California Public Utilities Commission (“CPUC”) or departments within or contractors retained by the CPUC in response to a CPUC audit, data request, proceeding, or other CPUC request.

Name or Docket No. of CPUC Proceeding (if applicable): N/A _____

3. Title and description of document(s): The document labeled “Exhibit B – Actual Cost Contract LEBLS” is an actual cost contract for relocation of PG&E’s electric facilities to support the State of California, Department of Water Resources’s Lower Elkhorn Basin Levee Setback Project. _____

4. These documents contain confidential information that, based on my information and belief, has not been publicly disclosed. These documents have been marked as confidential, and the basis for confidential treatment and where the confidential information is located on the documents are identified on the following chart:

Check	Basis for Confidential Treatment	Where Confidential Information is Located on the Documents
<input type="checkbox"/>	<p>Customer-specific data, which may include demand, loads, names, addresses, and billing data.</p> <p>(Protected under PUC § 8380; Civ. Code §§ 1798 <i>et seq.</i>; Govt. Code § 6254; Public Util. Code § 8380; Decisions (D.) 14-05-016, 04-08-055, 06-12-029)</p>	
<input type="checkbox"/>	<p>Personal information that identifies or describes an individual (including employees), which may include home address or phone number; SSN, driver’s license, or passport numbers; education; financial matters; medical or employment history (not including PG&E job titles); and statements attributed to the individual.</p> <p>(Protected under Civ. Code §§ 1798 <i>et seq.</i>; Govt. Code § 6254; 42 U.S.C. § 1320d-6; and General Order (G.O.) 77-M)</p>	
<input checked="" type="checkbox"/>	<p>Physical facility, cyber-security sensitive, or critical infrastructure data, including without limitation critical energy infrastructure information (CEII) as defined by the regulations of the Federal Energy Regulatory Commission at 18 C.F.R. § 388.113 and/or General Order 66-D (“The subject information: (1) is not customarily in the public domain by providing a declaration in compliance with Section 3.2(c) stating that the subject information is not related to the location of a physical structure that is visible with the naked eye or is available publicly online or in print; and (2) the subject information either: could allow a bad actor to attack, compromise or incapacitate physically or electronically a facility providing critical utility service; or discusses vulnerabilities of a facility providing critical utility service”).</p> <p>(Protected under Govt. Code § 6254(k), (ab); 6 U.S.C. § 131; 6 CFR § 29.2)</p>	<p>Confidential information is located within pages 6-10 of Exhibit B – Actual Cost Contract LEBLS</p>
<input type="checkbox"/>	<p>Proprietary and trade secret information or other intellectual property and protected market sensitive/competitive data.</p> <p>(Protected under Civ. Code §§3426 <i>et seq.</i>; Govt. Code §§ 6254, <i>et seq.</i>, e.g., 6254(e), 6254(k), 6254.15; Govt. Code § 6276.44; Evid. Code §1060; D.11-01-036)</p>	

Corporate financial records.
(Protected under Govt. Code §§ 6254(k), 6254.15)

Third-Party information subject to non-disclosure or confidentiality agreements or obligations.
(Protected under Govt. Code § 6254(k); see, e.g., CPUC D.11-01-036)

Other categories where disclosure would be against the public interest (Govt. Code § 6255(a) [NEED TO EXPLAIN HOW THE PUBLIC INTEREST SERVED BY NOT DISCLOSING THE RECORD CLEARLY OUTWEIGHS THE PUBLIC INTEREST SERVED BY DISCLOSURE]):

- 5. The importance of maintaining the confidentiality of this information outweighs any public interest in disclosure of this information. This information should be exempt from the public disclosure requirements under the Public Records Act and should be withheld from disclosure.
- 6. I declare under penalty of perjury that the foregoing is true, correct, and complete to the best of my knowledge.
- 7. Executed on this 25th day of March, 2021 at Walnut Creek, California.



Ahmad Ababneh

Vice President of Electric Operations,
Major Projects and Programs
Pacific Gas and Electric Co

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

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Cenergy Power
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell

East Bay Community Energy Ellison
Schneider & Harris LLP Energy
Management Service
Engineers and Scientists of California

GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz &
Ritchie

Green Power Institute
Hanna & Morton
ICF

IGS Energy
International Power Technology
Intestate Gas Services, Inc.
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

Office of Ratepayer Advocates
OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy