

February 18, 2026

**Advice 5180-G/7843-E**  
(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject: Establishment of Agreement to Perform Tariff Schedule Related Work Exhibits for Design and Engineering and Exhibits for Design, Engineering, and Long-Lead Time Procurement (Form 62-4527)**

### **Purpose**

Pacific Gas and Electric Company (PG&E) respectfully submits this advice letter requesting approval of two new sets of exhibits that would be attached to PG&E's existing Agreement to Perform Tariff Schedule Related Work (Form 62-4527) (APW Agreement). The new exhibits include additional terms and conditions for: (1) design and engineering work performed for a customer; and (2) design, engineering, and long lead-time procurement for a customer. The exhibits are referred to jointly in this advice letter as "APW Agreement Exhibits."

As explained in detail below, these provisions are necessary given the increase in large interconnection projects being requested by retail electric customers and provide additional protections for existing ratepayers.

### **Background**

PG&E currently uses the APW Agreement for interconnection related work under Electric Rules 15 and 16. Recently, PG&E has experienced an increase in electric distribution and transmission interconnection requests from customers with substantially larger demand than traditional Electric Rule 15 and 16 customers (Large Load Customers).

Given the size and complexity of Large Load Customer interconnections, PG&E often incurs increased design and engineering costs for work performed in advance of the execution of an interconnection agreement and may also be required to procure long-lead time materials and equipment in advance of interconnection. For example, a piece of equipment such as a transformer may require several years for delivery. By procuring this long-lead time equipment in advance, PG&E can timely interconnect the customer rather than waiting for several years after the interconnection agreement is executed to receive the equipment.

PG&E has developed exhibits for the existing APW Agreement that include additional provisions for: (1) design and engineering work; and (2) design, engineering, and long lead-time procurement. These exhibits are intended to provide additional contractual clarity and protections related to engineering, design, and long lead-time procurement services for Large Load Customers.

### **Overview of Form Agreements**

The proposed exhibits would be attached to PG&E's existing APW Agreement and include the following:

#### **1. Design and Engineering Exhibits (Attachment A)**

The Design and Engineering Exhibits will be attached to the APW Agreement when a Large Load Customer requires design and engineering work on a proposed project before an interconnection agreement is finalized and executed. The design and engineering work allows PG&E to provide a more detailed assessment of project costs and requirements so that the customer can decide whether it wants to proceed with interconnection.

Exhibit A includes information that describes the proposed facility and the design and engineering work that will be performed by PG&E.

Exhibit B provides that the Large Load Customer is responsible for costs incurred by PG&E to perform the design and engineering work and requires a deposit for this work. Exhibit B also includes a deposit schedule and provides that if the deposit exceeds the actual cost of the design and engineering work, the difference can be applied to construction work if the customer elects to proceed with the project or be returned to the customer if it elects not to proceed.

#### **2. Design, Engineering and Long Lead Material Procurement Exhibits (Attachment B)**

The Design, Engineering, and Long Lead Material Procurement Exhibits will be attached to an APW Agreement when a Large Load Customer requires design and engineering work and the procurement of long lead-time materials and/or equipment to interconnect a proposed project. The APW Agreement and the exhibits would be executed before an interconnection agreement is finalized and executed.

Exhibit A includes information that describes the proposed facility, the design and engineering work that will be performed by PG&E, and the long lead-time materials that will be ordered.

Exhibit B provides that the Large Load Customer is responsible for costs incurred by PG&E to perform the design and engineering work and/or procure long lead-time materials. Exhibit B requires a deposit for this work and/or procurement. Exhibit B also

includes a deposit schedule and provides that if the deposit exceeds the actual cost of the design and engineering work, the difference can be applied to construction work if the customer elects to proceed with the project or be returned to the customer if it elects not to proceed.

Exhibit C includes additional terms and conditions that address:

- Commission jurisdiction and the applicability of Electric Rules (Sections 1-2);
- The requirement for PG&E to provide the customer with a construction cost estimate before construction (Section 3);
- Additional information regarding the use of the deposit for long lead-time materials (Section 4);
- An acknowledgement by the customer that there are contingencies related to the proposed operations date (Section 5);
- An acknowledgement that under the interconnection agreement, the customer may be eligible for refunds including design, engineering, and procurement costs (Section 7);
- Contractual provisions related to force majeure, consequential damages, limitations on liability, and indemnity (Sections 8-11);
- Contractual provisions related to termination, notice, assignment, governing law and dispute resolution (Sections 12-15); and
- Additional standard contract terms (Sections 16-19).

### **Benefits for Large Load Customers and Existing Ratepayers**

The proposed APW Agreement exhibits benefit customers by clearly spelling out the work that will be performed by PG&E and the terms of service for performing this work. This type of commercial clarity is critical for customers to evaluate and plan new facilities.

The proposed APW Agreement exhibits also include benefits for existing ratepayers. First, under the exhibits, a new customer will pay the actual costs incurred by PG&E to provide design and engineering services and/or procure long lead-time materials and equipment. Existing ratepayers will not pay these costs. This approach is also better than only requiring Large Load Customers to pay estimated costs to perform this work or procure long lead-time materials because, to the extent the estimate is lower than the actual costs, existing ratepayers would be required to pay for the difference.

The proposed Design, Engineering, and Long Lead Material Procurement exhibits include additional protections for existing ratepayers given that PG&E may be procuring materials

and equipment in advance of a final and executed interconnection agreement and that these materials and equipment could result in significant expense. A Large Load Customer is required to pay the deposit for long lead-time materials and acknowledges that if it cancels its project, this deposit may not be refundable. The exhibits also limit the potential liability and consequential damages under the APW Agreement which protects PG&E and its existing ratepayers from excessive damage claims if there are delays or issues related to materials or equipment procurement. Finally, the exhibits specify that the actual operation date of proposed interconnection facilities is contingent on certain events and that PG&E and its existing ratepayers are not responsible for increased costs associated with the operation date contingencies.

### **Protests**

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than March 10, 2026, which is twenty (20) calendar days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II  
Director, Regulatory Relations  
c/o Megan Lawson  
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 and 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 (G.O.) 96-B, Energy Industry Rules, Rule 5.2, this advice letter is submitted with a Tier 2 designation. PG&E requests that this Tier 2 advice submittal become effective on March 20, 2026.

**Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically 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/

Sidney Bob Dietz II  
Director, Regulatory Relations  
CPUC Communications

**Attachment:**

Attachment 1: Updated Form 62-4527



# 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 M)

Utility type:

- ELC       GAS       WATER  
 PLC       HEAT

Contact Person: Kimberly Loo

Phone #: (279)789-6209

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: Kimberly.Loo@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) #: 5180-G/7843-E

Tier Designation: 2

Subject of AL: Establishment of Agreement to Perform Tariff Schedule Related Work Exhibits for Design and Engineering and Exhibits for Design, Engineering, and Long-Lead Time Procurement (Form 62-4527)

Keywords (choose from CPUC listing): Form

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:

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:

Resolution required?  Yes  No

Requested effective date: 3/20/26

No. of tariff sheets: 6

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: See Attachment 1

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

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

<sup>1</sup>Discuss in AL if more space is needed.

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

California Public Utilities Commission  
Energy Division Tariff Unit Email:  
[EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson  
Title: Director, Regulatory Relations  
Utility/Entity Name: Pacific Gas and Electric Company  
  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email: PGETariffs@pge.com

Contact Name:  
Title:  
Utility/Entity Name:  
  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

CPUC  
Energy Division Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
40763-G	Gas Sample Form No. 62-4527 Agreement to Perform Tariff Schedule Related Work Sheet 1	36839-G
40764-G	GAS TABLE OF CONTENTS Sheet 1	40761-G
40765-G	GAS TABLE OF CONTENTS Sheet 13	40361-G



**Gas Sample Form No. 62-4527**  
Agreement to Perform Tariff Schedule Related Work

Sheet 1

**Please Refer to Attached  
Sample Form**



DISTRIBUTION: REFERENCE:

Applicant (Original) \_\_\_\_\_

Division (Original) \_\_\_\_\_

Customer Care (Copy) \_\_\_\_\_

# AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK<sup>1</sup>

\_\_\_\_\_ (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:

- 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.
- Customer 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 person, including, but not limited to employees of PG&E, Customer, or any third party, or damage to property, including, but not limited to, property of PG&E, Customer, or any third party, arising out of or in any way connected with the Services to be provided under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Customer, its officers, employees or agents. Customer shall pay any costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees. [Pursuant to Resolution G-3561 of the California Public Utilities Commission the foregoing provision may be modified in agreements with governmental agencies to limit the scope of the indemnity to claims caused by the negligent or intentional acts or omissions of the governmental agency. Such modifications to this Agreement shall be submitted to the Commission for approval through a Tier 1 Advice Letter.]
- 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: \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)
- This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

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

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

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

_____	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
Customer/Company	_____
_____	_____
Authorized by (Print)	Authorized by (Print)
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

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

**AGREEMENT TO PERFORM TARIFF  
SCHEDULE RELATED WORK  
— ATTACHMENT A —  
DESIGN AND ENGINEERING EXHIBITS**

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**Exhibit A  
Description of Work for Design and Engineering**

These Exhibits A (Description of Work for Design and Engineering) and B (Preliminary Work Deposit Payment Schedule) are incorporated into and made a part of that certain Agreement to Perform Tariff Schedule Related Work, by and between \_\_\_\_\_ [Customer Name], \_\_\_\_\_, a \_\_\_\_\_ [type of entity, e.g., California limited liability company] (“Applicant”) and Pacific Gas and Electric Company, a California corporation (“PG&E”), dated \_\_\_\_\_ [insert effective date of Agreement] (“Agreement”). Applicant and PG&E are each individually referred to as a “Party” and collectively as the “Parties.”

Applicant is developing a facility located \_\_\_\_\_ [at Address, or in City/County Name], California (“Applicant Site”). Applicant has submitted an electric service application (“Application”) to PG&E identifying electric load demand at the Applicant Site at full build of \_\_\_\_\_ megawatts (“Electric Load”). This Electric Load is expected to operate continuously with a proposed operation date of \_\_\_\_\_ [ISD from PES] (“Operation Date”).

PG&E currently proposes to interconnect the Applicant Site \_\_\_\_\_ [Scope Description] which will connect to PG&E’s transmission network, as further detailed below in this Exhibit A.

**Description of Preliminary Work:**

Applicant’s requested Electric Load creates the need to construct electric facilities (collectively, “Electrical Facilities”). PG&E will perform the necessary design and engineering to construct the Electrical Facilities to serve the Applicant Site at the Electric Load (collectively, the “Preliminary Work”).

The Preliminary Work scope includes, but may not be limited to:

- \_\_\_\_\_ [Scope Item #1]
- \_\_\_\_\_ [Scope Item #2]
- \_\_\_\_\_ [Scope Item #...]

**Additional Work**

Applicant acknowledges and agrees that in addition to the Preliminary Work, this Agreement may require further modifications to memorialize enhanced and/or additional scopes of work to achieve the objectives of this Agreement, which may result in additional costs for Applicant.

**AGREEMENT TO PERFORM TARIFF  
SCHEDULE RELATED WORK  
— ATTACHMENT A —  
DESIGN AND ENGINEERING EXHIBITS**

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**Exhibit B  
Preliminary Work Deposit Payment Schedule**

Applicant is solely responsible for PG&E’s Applicable Costs that are incurred in connection with the Preliminary Work.

Applicant will provide PG&E with a deposit of \$ \_\_\_\_\_ to be used for the initial detailed engineering design needed for the Construction Work (“Preliminary Work Deposit”) according to the payment schedule set forth below. Any amount of the Preliminary Work Deposit remaining after completion of the Preliminary Work will be either (i) applied as a credit to the Construction Work if the Applicant proceeds with the Construction Work, or (ii) returned to the Applicant without interest if the Applicant does not proceed with the Construction Work. If Applicant fails to pay the Preliminary Work Deposit as set forth herein, the Application will be deemed withdrawn / canceled.

Amount	Due Date
\$	
\$	
\$	
\$	

“Applicable Costs” means PG&E’s fully loaded costs to perform the Preliminary Work, 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, 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 and actual state and federal income tax, income tax component of contribution (“ITCC”) and other costs charged under such systems, all as in effect from time to time.

“Construction Work” means the construction of the Electrical Facilities.

**AGREEMENT TO PERFORM TARIFF  
SCHEDULE RELATED WORK  
— ATTACHMENT B —  
DESIGN, ENGINEERING, AND LONG LEAD  
MATERIAL PROCUREMENT EXHIBITS**

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**Exhibit A**

**Description of Work for Design, Engineering, and Long Lead Material Procurement**

These Exhibits A (Description of Work for Design, Engineering, and Long Lead Material Procurement), B (Preliminary Work Deposit Payment Schedule), and C (Additional Terms and Conditions) are incorporated into and made a part of that certain Agreement to Perform Tariff Schedule Related Work, by and between \_\_\_\_\_

[Customer Name], \_\_\_\_\_, a \_\_\_\_\_ [type of entity, e.g., California limited liability company] (“Applicant”) and Pacific Gas and Electric Company, a California corporation (“PG&E”), dated \_\_\_\_\_ [insert effective date of Agreement] (“Agreement”). Applicant and PG&E are each individually referred to as a “Party” and collectively as the “Parties.”

Applicant is developing a facility located \_\_\_\_\_ [at Address, or in City/County Name], California (“Applicant Site”). Applicant has submitted an electric service application (“Application”) to PG&E identifying electric load demand at the Applicant Site at full build of \_\_\_\_\_ megawatts (“Electric Load”). This Electric Load is expected to operate continuously with a proposed operation date of \_\_\_\_\_ [ISD from PES] (“Operation Date”).

PG&E currently proposes to interconnect the Applicant Site \_\_\_\_\_ [Scope Description] which will connect to PG&E’s transmission network, as further detailed below in this Exhibit A.

**Description of Preliminary Work:**

Applicant’s requested Electric Load creates the need to construct electric facilities (collectively, “Electrical Facilities”). PG&E will perform the necessary design, engineering, and procurement (where appropriate) of long lead-time materials to construct the Electrical Facilities to serve the Applicant Site at the Electric Load (collectively, the “Preliminary Work”).

**Detailed Engineering Design scope includes, but may not be limited to:**

- \_\_\_\_\_ [Scope Item #1]
- \_\_\_\_\_ [Scope Item #2]
- \_\_\_\_\_ [Scope Item #...]

**Description of Long Lead Materials include, but may not be limited to:**

- \_\_\_\_\_ [LL Material Item #1]
- \_\_\_\_\_ [LL Material Item #2]
- \_\_\_\_\_ [LL Material Item #...]

**AGREEMENT TO PERFORM TARIFF  
SCHEDULE RELATED WORK  
— ATTACHMENT B —  
DESIGN, ENGINEERING, AND LONG LEAD  
MATERIAL PROCUREMENT EXHIBITS**

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Additional Work

Applicant acknowledges and agrees that in addition to the Preliminary Work, this Agreement may require further modifications to memorialize enhanced and/or additional scopes of work to achieve the objectives of this Agreement, which may result in additional costs for Applicant.

**AGREEMENT TO PERFORM TARIFF  
SCHEDULE RELATED WORK  
— ATTACHMENT B —  
DESIGN, ENGINEERING, AND LONG LEAD  
MATERIAL PROCUREMENT EXHIBITS**

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**Exhibit B  
Preliminary Work Deposit Payment Schedule**

Applicant is solely responsible for PG&E’s Applicable Costs that are incurred in connection with the Preliminary Work.

Applicant will provide PG&E with a deposit of \$\_\_\_\_\_ to be used for the initial detailed engineering design and to secure Material (defined in Exhibit C) needed for the Construction Work (“Preliminary Work Deposit”) according to the payment schedule set forth below. Any amount of the Preliminary Work Deposit remaining after completion of the Preliminary Work will be either (i) applied as a credit to the Construction Work if the Applicant proceeds with the Construction Work, or (ii) returned to the Applicant without interest if the Applicant does not proceed with the Construction Work. If Applicant fails to pay the Preliminary Work Deposit as set forth herein, the Application will be deemed withdrawn / canceled.

Amount	Due Date
\$	
\$	
\$	
\$	

“Applicable Costs” means PG&E’s fully loaded costs to perform the Preliminary Work, 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, 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 and actual state and federal income tax, income tax component of contribution (“ITCC”) and other costs charged under such systems, all as in effect from time to time.

“Construction Work” means the construction of the Electrical Facilities.

**AGREEMENT TO PERFORM TARIFF  
SCHEDULE RELATED WORK  
— ATTACHMENT B —  
DESIGN, ENGINEERING, AND LONG LEAD  
MATERIAL PROCUREMENT EXHIBITS**

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**Exhibit C  
Additional 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 California Public Utilities Commission or a successor regulatory entity ("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.
2. Applicability of Electric Rules. The responsibilities, terms and conditions described in PG&E's CPUC-approved Electric Rules shall apply to PG&E and Applicant and shall govern the performance of work under this Agreement.
3. Construction Cost Estimate. "Construction Cost Estimate" means a detailed estimate of the expected costs of the Construction Work. PG&E shall provide Applicant with a Construction Cost Estimate for the Construction Work prior to the start of construction. The Construction Cost Estimate shall be PG&E's best estimate for the cost to complete the Construction Work and will be based on the final design for the interconnection service and the scope of work at the time the job is released to construction. The Construction Cost Estimate is provided for budgeting purposes only, and in no way shall it be considered a limit or restriction on the recovery of the Applicable Costs of the Construction Work.
4. Long Lead Deposit. A portion of the Preliminary Work Deposit will be used to secure long lead materials needed in connection with the Construction Work ("Materials") from one or more material vendors ("Material Vendors"). Provided that the Preliminary Work Deposit is paid as set forth in Exhibit B, PG&E will pay some portion of the Preliminary Work Deposit to one or more Material Vendors as a deposit to secure Material needed for the Construction Work. Applicant acknowledges and agrees that (i) pursuant to the terms of PG&E's agreement(s) and/or purchase order(s) with the Material Vendors, the amounts paid by PG&E to such Material Vendors are non-refundable to PG&E, and (ii) thus, the portions of the Preliminary Work Deposit paid to Material Vendors are non-refundable to Applicant for any reason, including, but not limited to, in the case that Applicant elects to terminate this Agreement and/or as a result of the Application being cancelled or withdrawn.
5. Operation Date Contingencies. The Applicant acknowledges and agrees that the Operation Date is contingent on (collectively, the "Operation Date Contingencies"): (x) the scope of work not changing materially from the Preliminary Engineering Report, dated \_\_\_\_\_ [insert date], (y) Applicant obtaining, at its sole cost and expense, any permits, regulatory approvals and any rights of use, licenses, rights of way and easements that are necessary to enable Applicant and PG&E to perform under this Agreement with respect to lands owned or controlled by Applicant or any third-party property owner (such documentation shall be in form and substance acceptable to PG&E), and (z) any unforeseen challenges both within and outside of PG&E's control that may delay the Operation Date beyond the proposed date of \_\_\_\_\_ [ISD]. The Applicant further acknowledges and agrees that to the extent any of the Operation Date Contingencies result in additional costs under this Agreement, the Applicant will be solely responsible for such costs.

**AGREEMENT TO PERFORM TARIFF  
SCHEDULE RELATED WORK  
— ATTACHMENT B —  
DESIGN, ENGINEERING, AND LONG LEAD  
MATERIAL PROCUREMENT EXHIBITS**

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6. Records. Applicant shall have reasonable access to PG&E's accounts and records for the purposes of reviewing PG&E's Applicable Costs. Any review will be at the expense of the Applicant.
7. Potential Refund of Preliminary Work Deposit and Construction Work. If the Applicant elects to proceed with Construction Work, it may be eligible for a refund from PG&E for all or a portion of the Preliminary Work Deposit and the Construction Work under the applicable PG&E Electric Rules. If the Applicant elects not to proceed with Construction Work, the Applicant will not be eligible for any such refunds.
8. PG&E Timing; Force Majeure
  - a) PG&E Timing. PG&E's goal is to perform the Preliminary Work in a timely and expeditious manner in accordance with Good Utility Practice and consistent with reliability and safety. The Preliminary Work shall be placed in PG&E's regular schedule for engineering and construction based on available resources and other existing projects. 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 the Preliminary Work under this Agreement, when, in its good faith opinion, the need to respond to such customers' needs no longer exists. PG&E shall not be liable for any delay in effecting the Preliminary Work and/or completing the installation of the Electrical Facilities resulting from such allocation or reallocation of PG&E's resources.
  - b) Force Majeure. Neither PG&E nor Applicant shall be liable for any failure or delay in performance of any part of this Agreement as a direct or indirect result of any Force Majeure Event (except for any payment obligations hereunder). A "Force Majeure Event" means any causes or conditions beyond PG&E's and/or Applicant's control or without its fault or sole negligence, including, but not limited to, acts of God, acts of civil or military authority, changes to government regulations, strikes, labor disturbances, 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.
9. Consequential Damages. In no event shall either Party be liable for consequential, incidental, punitive, exemplary or indirect damages arising out of or relating to this Agreement, even if such damages are foreseeable, and regardless of whether or not a Party has been advised of the possibility of such damages. The Parties hereby agree that such waived damages include, but are not limited to all delay related damages, lost profits or other business interruption damages, rents or revenue, loss of use, cost of capital or financing, cost of insurance, cost of temporary equipment or services, business and reputation, principal office expenses, or for loss of management or employee productivity or of the services of such persons whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.

**AGREEMENT TO PERFORM TARIFF  
SCHEDULE RELATED WORK  
— ATTACHMENT B —  
DESIGN, ENGINEERING, AND LONG LEAD  
MATERIAL PROCUREMENT EXHIBITS**

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10. Limitation of Liability. Except with respect to any payment obligations hereunder, PG&E's total liability arising out of this Agreement is limited to the lesser of: (i) the sum of (a) ten percent (10%) of the cumulative Applicable Costs actually paid to PG&E by Applicant under this Agreement, and (b) one hundred percent (100%) of the Preliminary Work Deposit, if a preliminary Work Deposit has been paid by Applicant under this Agreement (provided, however, to the extent PG&E has allocated any portion of the Applicable Costs or Preliminary Work Deposit to the procurement of Materials, such amount(s) will not be included in the calculation of liability under this Section 10(i)), or (ii) One Million Dollars (\$1,000,000). Such limitation shall apply to all claims for damages arising out of this Agreement or the Preliminary Work done thereunder, whether arising in contract, tort (including negligence) or otherwise.
11. Indemnity. In addition to Applicant's indemnification obligations set forth in the Agreement to Perform Tariff Schedule Related Work, Applicant will defend PG&E, its officers, agents, and employees, against all loss, damage, expense, and liability arising out of or in any way connected with the Preliminary Work to be provided under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Applicant, its officers, employees or agents. Applicant shall pay any costs that may be incurred by PG&E in enforcing this indemnity, defense, and hold harmless obligation, including reasonable attorneys' fees.
12. Termination; Survival.
- a) Termination. Applicant may terminate this Agreement by providing thirty (30) days written notice to PG&E. Upon such termination, Applicant will pay to PG&E: (1) the Applicable Cost incurred by PG&E; less (2) any Preliminary Work Deposit already received by PG&E.
- b) Survival. The sections of this Agreement that by their nature are intended to survive its expiration or termination, including, without limitation, Section 3 of the Agreement to Perform Tariff Schedule Related Work (Indemnification), Section 9 (Consequential Damages), Section 10 (Limitation of Liability), Section 11 (Indemnity), Section 12 (Termination; Survival), Section 15 (Governing Law and Dispute Resolution) and any payment or reimbursement obligations, will survive the expiration or termination of this Agreement. In addition, Applicant acknowledges and agrees that PG&E will have access to the Applicant Site pursuant to this Agreement or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

**AGREEMENT TO PERFORM TARIFF  
SCHEDULE RELATED WORK  
— ATTACHMENT B —  
DESIGN, ENGINEERING, AND LONG LEAD  
MATERIAL PROCUREMENT EXHIBITS**

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13. Notices. Unless otherwise provided in this Agreement, any notice, demand or request required or permitted to be given by a Party to another and any instrument required or permitted to be tendered or delivered by a Party in writing to another shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, as follows:

If to Applicant: \_\_\_\_\_

If to PG&E: Pacific Gas and Electric Company  
300 Lakeside Drive  
Oakland, CA, 94612  
Attn: \_\_\_\_\_

With a copy to: Pacific Gas and Electric Company  
300 Lakeside Drive  
Oakland, CA, 94612  
Attn: Managing Counsel, Gas and Electric Operations

14. Assignment. Applicant may, with PG&E's written consent, assign this Agreement if the assignee will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's responsibilities and rights under this Agreement.
15. Governing Law and Dispute Resolution.
- a) Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of California, without regard to its conflicts of law principles.
  - b) Dispute Escalation. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance (a "Dispute"), such Party (the "Disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). The Dispute shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute from the Disputing Party.
  - c) Mediation. In the event the designated representatives are unable to resolve the Dispute through negotiations within thirty (30) calendar days of the other Party's receipt of the Notice of Dispute, then the Parties shall seek to resolve the dispute through mediation by appointing a jointly approved mediator or (if the Parties fail to agree on a mediator within sixty (60) days after the receipt of the Notice of Dispute) by a request made by either Party to the American Arbitration Association or the Judicial Arbitration & Mediation Services for the appointment of a mediator. The Parties will cooperate with the mediator and each other in the mediation process. The mediation will be conducted in accordance with the

**AGREEMENT TO PERFORM TARIFF  
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applicable practices and procedures employed by the mediator. Each Party will bear its own expenses in the mediation process and will share equally the charges of the mediator and his/her sponsoring entity.

- d) Litigation. Each Party will have the right to apply at any time to a judicial authority for appropriate injunctive relief or other interim or conservatory measures, or to avoid the expiration of an applicable limitations period, without being in breach of this Section. For any litigation arising out of or relating to the Agreement or the transactions and relationships contemplated by the Agreement, regardless of the form of action or the Party that initiates it, the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of and venue in the Superior Court of the State of California, San Francisco County or, if that court does not have jurisdiction, in the United States District Court for the Northern District of California. However, nothing contained in this section is intended to divest the CPUC of jurisdiction, including but not limited to, claims or damages preempted under California Public Utilities Code § 1759. The Parties further consent to the jurisdiction of any state court located within a district that encompasses assets of a Party against whom a judgment (or award) has been rendered for the enforcement of the judgment against the assets of such Party.
16. Entire Agreement. This Agreement, including the Agreement to Perform Tariff Schedule Related Work and all attachments and exhibits hereto, constitutes the entire agreement between 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. The language of this Agreement shall not be interpreted in favor or against any Party as the drafter of this Agreement.
17. 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.
18. 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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19. Severability. If any of the provisions or any portions of this Agreement are held to be unenforceable or invalid for any reason, such provisions or portions shall be enforced to the maximum extent possible and the validity and enforceability of the remaining provisions, or any portions thereof, shall not be affected thereby.



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*Advice* 5180-G  
*Decision*

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

*Submitted* February 18, 2026  
*Effective* March 20, 2026  
*Resolution*



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**Electric Sample Form No. 62-4527**  
Agreement to Perform Tariff Schedule Related Work

Sheet 1

**Please Refer to Attached  
Sample Form**



DISTRIBUTION: REFERENCE:

Applicant (Original) \_\_\_\_\_

Division (Original) \_\_\_\_\_

Customer Care (Copy) \_\_\_\_\_

# AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK<sup>1</sup>

\_\_\_\_\_ (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:

- 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.
- Customer 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 person, including, but not limited to employees of PG&E, Customer, or any third party, or damage to property, including, but not limited to, property of PG&E, Customer, or any third party, arising out of or in any way connected with the Services to be provided under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Customer, its officers, employees or agents. Customer shall pay any costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees. [Pursuant to Resolution G-3561 of the California Public Utilities Commission the foregoing provision may be modified in agreements with governmental agencies to limit the scope of the indemnity to claims caused by the negligent or intentional acts or omissions of the governmental agency. Such modifications to this Agreement shall be submitted to the Commission for approval through a Tier 1 Advice Letter.]
- 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: \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)
- This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

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

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

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

<p>_____</p> <p>Customer/Company</p> <p>_____</p> <p>Authorized by (Print)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>	<p style="text-align: center;"><b>PACIFIC GAS AND ELECTRIC COMPANY</b></p> <p>_____</p> <p>Authorized by (Print)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
---	---

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

**AGREEMENT TO PERFORM TARIFF  
SCHEDULE RELATED WORK  
— ATTACHMENT A —  
DESIGN AND ENGINEERING EXHIBITS**

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**Exhibit A  
Description of Work for Design and Engineering**

These Exhibits A (Description of Work for Design and Engineering) and B (Preliminary Work Deposit Payment Schedule) are incorporated into and made a part of that certain Agreement to Perform Tariff Schedule Related Work, by and between \_\_\_\_\_ [Customer Name], \_\_\_\_\_, a \_\_\_\_\_ [type of entity, e.g., California limited liability company] (“Applicant”) and Pacific Gas and Electric Company, a California corporation (“PG&E”), dated \_\_\_\_\_ [insert effective date of Agreement] (“Agreement”). Applicant and PG&E are each individually referred to as a “Party” and collectively as the “Parties.”

Applicant is developing a facility located \_\_\_\_\_ [at Address, or in City/County Name], California (“Applicant Site”). Applicant has submitted an electric service application (“Application”) to PG&E identifying electric load demand at the Applicant Site at full build of \_\_\_\_\_ megawatts (“Electric Load”). This Electric Load is expected to operate continuously with a proposed operation date of \_\_\_\_\_ [ISD from PES] (“Operation Date”).

PG&E currently proposes to interconnect the Applicant Site \_\_\_\_\_ [Scope Description] which will connect to PG&E’s transmission network, as further detailed below in this Exhibit A.

**Description of Preliminary Work:**

Applicant’s requested Electric Load creates the need to construct electric facilities (collectively, “Electrical Facilities”). PG&E will perform the necessary design and engineering to construct the Electrical Facilities to serve the Applicant Site at the Electric Load (collectively, the “Preliminary Work”).

The Preliminary Work scope includes, but may not be limited to:

- \_\_\_\_\_ [Scope Item #1]
- \_\_\_\_\_ [Scope Item #2]
- \_\_\_\_\_ [Scope Item #...]

**Additional Work**

Applicant acknowledges and agrees that in addition to the Preliminary Work, this Agreement may require further modifications to memorialize enhanced and/or additional scopes of work to achieve the objectives of this Agreement, which may result in additional costs for Applicant.

**AGREEMENT TO PERFORM TARIFF  
SCHEDULE RELATED WORK  
— ATTACHMENT A —  
DESIGN AND ENGINEERING EXHIBITS**

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**Exhibit B  
Preliminary Work Deposit Payment Schedule**

Applicant is solely responsible for PG&E’s Applicable Costs that are incurred in connection with the Preliminary Work.

Applicant will provide PG&E with a deposit of \$ \_\_\_\_\_ to be used for the initial detailed engineering design needed for the Construction Work (“Preliminary Work Deposit”) according to the payment schedule set forth below. Any amount of the Preliminary Work Deposit remaining after completion of the Preliminary Work will be either (i) applied as a credit to the Construction Work if the Applicant proceeds with the Construction Work, or (ii) returned to the Applicant without interest if the Applicant does not proceed with the Construction Work. If Applicant fails to pay the Preliminary Work Deposit as set forth herein, the Application will be deemed withdrawn / canceled.

Amount	Due Date
\$	
\$	
\$	
\$	

“Applicable Costs” means PG&E’s fully loaded costs to perform the Preliminary Work, 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, 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 and actual state and federal income tax, income tax component of contribution (“ITCC”) and other costs charged under such systems, all as in effect from time to time.

“Construction Work” means the construction of the Electrical Facilities.

**AGREEMENT TO PERFORM TARIFF  
SCHEDULE RELATED WORK  
— ATTACHMENT B —  
DESIGN, ENGINEERING, AND LONG LEAD  
MATERIAL PROCUREMENT EXHIBITS**

---

**Exhibit A**

**Description of Work for Design, Engineering, and Long Lead Material Procurement**

These Exhibits A (Description of Work for Design, Engineering, and Long Lead Material Procurement), B (Preliminary Work Deposit Payment Schedule), and C (Additional Terms and Conditions) are incorporated into and made a part of that certain Agreement to Perform Tariff Schedule Related Work, by and between \_\_\_\_\_

[Customer Name], \_\_\_\_\_, a \_\_\_\_\_ [type of entity, e.g., California limited liability company] (“Applicant”) and Pacific Gas and Electric Company, a California corporation (“PG&E”), dated \_\_\_\_\_ [insert effective date of Agreement] (“Agreement”). Applicant and PG&E are each individually referred to as a “Party” and collectively as the “Parties.”

Applicant is developing a facility located \_\_\_\_\_ [at Address, or in City/County Name], California (“Applicant Site”). Applicant has submitted an electric service application (“Application”) to PG&E identifying electric load demand at the Applicant Site at full build of \_\_\_\_\_ megawatts (“Electric Load”). This Electric Load is expected to operate continuously with a proposed operation date of \_\_\_\_\_ [ISD from PES] (“Operation Date”).

PG&E currently proposes to interconnect the Applicant Site \_\_\_\_\_ [Scope Description] which will connect to PG&E’s transmission network, as further detailed below in this Exhibit A.

**Description of Preliminary Work:**

Applicant’s requested Electric Load creates the need to construct electric facilities (collectively, “Electrical Facilities”). PG&E will perform the necessary design, engineering, and procurement (where appropriate) of long lead-time materials to construct the Electrical Facilities to serve the Applicant Site at the Electric Load (collectively, the “Preliminary Work”).

**Detailed Engineering Design scope includes, but may not be limited to:**

- \_\_\_\_\_ [Scope Item #1]
- \_\_\_\_\_ [Scope Item #2]
- \_\_\_\_\_ [Scope Item #...]

**Description of Long Lead Materials include, but may not be limited to:**

- \_\_\_\_\_ [LL Material Item #1]
- \_\_\_\_\_ [LL Material Item #2]
- \_\_\_\_\_ [LL Material Item #...]

**AGREEMENT TO PERFORM TARIFF  
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Additional Work

Applicant acknowledges and agrees that in addition to the Preliminary Work, this Agreement may require further modifications to memorialize enhanced and/or additional scopes of work to achieve the objectives of this Agreement, which may result in additional costs for Applicant.

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**Exhibit B  
Preliminary Work Deposit Payment Schedule**

Applicant is solely responsible for PG&E’s Applicable Costs that are incurred in connection with the Preliminary Work.

Applicant will provide PG&E with a deposit of \$\_\_\_\_\_ to be used for the initial detailed engineering design and to secure Material (defined in Exhibit C) needed for the Construction Work (“Preliminary Work Deposit”) according to the payment schedule set forth below. Any amount of the Preliminary Work Deposit remaining after completion of the Preliminary Work will be either (i) applied as a credit to the Construction Work if the Applicant proceeds with the Construction Work, or (ii) returned to the Applicant without interest if the Applicant does not proceed with the Construction Work. If Applicant fails to pay the Preliminary Work Deposit as set forth herein, the Application will be deemed withdrawn / canceled.

Amount	Due Date
\$	
\$	
\$	
\$	

“Applicable Costs” means PG&E’s fully loaded costs to perform the Preliminary Work, 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, 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 and actual state and federal income tax, income tax component of contribution (“ITCC”) and other costs charged under such systems, all as in effect from time to time.

“Construction Work” means the construction of the Electrical Facilities.

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**Exhibit C  
Additional 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 California Public Utilities Commission or a successor regulatory entity ("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.
2. Applicability of Electric Rules. The responsibilities, terms and conditions described in PG&E's CPUC-approved Electric Rules shall apply to PG&E and Applicant and shall govern the performance of work under this Agreement.
3. Construction Cost Estimate. "Construction Cost Estimate" means a detailed estimate of the expected costs of the Construction Work. PG&E shall provide Applicant with a Construction Cost Estimate for the Construction Work prior to the start of construction. The Construction Cost Estimate shall be PG&E's best estimate for the cost to complete the Construction Work and will be based on the final design for the interconnection service and the scope of work at the time the job is released to construction. The Construction Cost Estimate is provided for budgeting purposes only, and in no way shall it be considered a limit or restriction on the recovery of the Applicable Costs of the Construction Work.
4. Long Lead Deposit. A portion of the Preliminary Work Deposit will be used to secure long lead materials needed in connection with the Construction Work ("Materials") from one or more material vendors ("Material Vendors"). Provided that the Preliminary Work Deposit is paid as set forth in Exhibit B, PG&E will pay some portion of the Preliminary Work Deposit to one or more Material Vendors as a deposit to secure Material needed for the Construction Work. Applicant acknowledges and agrees that (i) pursuant to the terms of PG&E's agreement(s) and/or purchase order(s) with the Material Vendors, the amounts paid by PG&E to such Material Vendors are non-refundable to PG&E, and (ii) thus, the portions of the Preliminary Work Deposit paid to Material Vendors are non-refundable to Applicant for any reason, including, but not limited to, in the case that Applicant elects to terminate this Agreement and/or as a result of the Application being cancelled or withdrawn.
5. Operation Date Contingencies. The Applicant acknowledges and agrees that the Operation Date is contingent on (collectively, the "Operation Date Contingencies"): (x) the scope of work not changing materially from the Preliminary Engineering Report, dated \_\_\_\_\_ [insert date], (y) Applicant obtaining, at its sole cost and expense, any permits, regulatory approvals and any rights of use, licenses, rights of way and easements that are necessary to enable Applicant and PG&E to perform under this Agreement with respect to lands owned or controlled by Applicant or any third-party property owner (such documentation shall be in form and substance acceptable to PG&E), and (z) any unforeseen challenges both within and outside of PG&E's control that may delay the Operation Date beyond the proposed date of \_\_\_\_\_ [ISD]. The Applicant further acknowledges and agrees that to the extent any of the Operation Date Contingencies result in additional costs under this Agreement, the Applicant will be solely responsible for such costs.

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6. Records. Applicant shall have reasonable access to PG&E's accounts and records for the purposes of reviewing PG&E's Applicable Costs. Any review will be at the expense of the Applicant.
7. Potential Refund of Preliminary Work Deposit and Construction Work. If the Applicant elects to proceed with Construction Work, it may be eligible for a refund from PG&E for all or a portion of the Preliminary Work Deposit and the Construction Work under the applicable PG&E Electric Rules. If the Applicant elects not to proceed with Construction Work, the Applicant will not be eligible for any such refunds.
8. PG&E Timing; Force Majeure
  - a) PG&E Timing. PG&E's goal is to perform the Preliminary Work in a timely and expeditious manner in accordance with Good Utility Practice and consistent with reliability and safety. The Preliminary Work shall be placed in PG&E's regular schedule for engineering and construction based on available resources and other existing projects. 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 the Preliminary Work under this Agreement, when, in its good faith opinion, the need to respond to such customers' needs no longer exists. PG&E shall not be liable for any delay in effecting the Preliminary Work and/or completing the installation of the Electrical Facilities resulting from such allocation or reallocation of PG&E's resources.
  - b) Force Majeure. Neither PG&E nor Applicant shall be liable for any failure or delay in performance of any part of this Agreement as a direct or indirect result of any Force Majeure Event (except for any payment obligations hereunder). A "Force Majeure Event" means any causes or conditions beyond PG&E's and/or Applicant's control or without its fault or sole negligence, including, but not limited to, acts of God, acts of civil or military authority, changes to government regulations, strikes, labor disturbances, 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.
9. Consequential Damages. In no event shall either Party be liable for consequential, incidental, punitive, exemplary or indirect damages arising out of or relating to this Agreement, even if such damages are foreseeable, and regardless of whether or not a Party has been advised of the possibility of such damages. The Parties hereby agree that such waived damages include, but are not limited to all delay related damages, lost profits or other business interruption damages, rents or revenue, loss of use, cost of capital or financing, cost of insurance, cost of temporary equipment or services, business and reputation, principal office expenses, or for loss of management or employee productivity or of the services of such persons whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.

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10. Limitation of Liability. Except with respect to any payment obligations hereunder, PG&E's total liability arising out of this Agreement is limited to the lesser of: (i) the sum of (a) ten percent (10%) of the cumulative Applicable Costs actually paid to PG&E by Applicant under this Agreement, and (b) one hundred percent (100%) of the Preliminary Work Deposit, if a preliminary Work Deposit has been paid by Applicant under this Agreement (provided, however, to the extent PG&E has allocated any portion of the Applicable Costs or Preliminary Work Deposit to the procurement of Materials, such amount(s) will not be included in the calculation of liability under this Section 10(i)), or (ii) One Million Dollars (\$1,000,000). Such limitation shall apply to all claims for damages arising out of this Agreement or the Preliminary Work done thereunder, whether arising in contract, tort (including negligence) or otherwise.
11. Indemnity. In addition to Applicant's indemnification obligations set forth in the Agreement to Perform Tariff Schedule Related Work, Applicant will defend PG&E, its officers, agents, and employees, against all loss, damage, expense, and liability arising out of or in any way connected with the Preliminary Work to be provided under this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Applicant, its officers, employees or agents. Applicant shall pay any costs that may be incurred by PG&E in enforcing this indemnity, defense, and hold harmless obligation, including reasonable attorneys' fees.
12. Termination; Survival.
- a) Termination. Applicant may terminate this Agreement by providing thirty (30) days written notice to PG&E. Upon such termination, Applicant will pay to PG&E: (1) the Applicable Cost incurred by PG&E; less (2) any Preliminary Work Deposit already received by PG&E.
- b) Survival. The sections of this Agreement that by their nature are intended to survive its expiration or termination, including, without limitation, Section 3 of the Agreement to Perform Tariff Schedule Related Work (Indemnification), Section 9 (Consequential Damages), Section 10 (Limitation of Liability), Section 11 (Indemnity), Section 12 (Termination; Survival), Section 15 (Governing Law and Dispute Resolution) and any payment or reimbursement obligations, will survive the expiration or termination of this Agreement. In addition, Applicant acknowledges and agrees that PG&E will have access to the Applicant Site pursuant to this Agreement or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

**AGREEMENT TO PERFORM TARIFF  
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DESIGN, ENGINEERING, AND LONG LEAD  
MATERIAL PROCUREMENT EXHIBITS**

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13. Notices. Unless otherwise provided in this Agreement, any notice, demand or request required or permitted to be given by a Party to another and any instrument required or permitted to be tendered or delivered by a Party in writing to another shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, as follows:

If to Applicant: \_\_\_\_\_

If to PG&E: Pacific Gas and Electric Company  
300 Lakeside Drive  
Oakland, CA, 94612  
Attn: \_\_\_\_\_

With a copy to: Pacific Gas and Electric Company  
300 Lakeside Drive  
Oakland, CA, 94612  
Attn: Managing Counsel, Gas and Electric Operations

14. Assignment. Applicant may, with PG&E's written consent, assign this Agreement if the assignee will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's responsibilities and rights under this Agreement.
15. Governing Law and Dispute Resolution.
- a) Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of California, without regard to its conflicts of law principles.
  - b) Dispute Escalation. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance (a "Dispute"), such Party (the "Disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). The Dispute shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute from the Disputing Party.
  - c) Mediation. In the event the designated representatives are unable to resolve the Dispute through negotiations within thirty (30) calendar days of the other Party's receipt of the Notice of Dispute, then the Parties shall seek to resolve the dispute through mediation by appointing a jointly approved mediator or (if the Parties fail to agree on a mediator within sixty (60) days after the receipt of the Notice of Dispute) by a request made by either Party to the American Arbitration Association or the Judicial Arbitration & Mediation Services for the appointment of a mediator. The Parties will cooperate with the mediator and each other in the mediation process. The mediation will be conducted in accordance with the

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applicable practices and procedures employed by the mediator. Each Party will bear its own expenses in the mediation process and will share equally the charges of the mediator and his/her sponsoring entity.

- d) Litigation. Each Party will have the right to apply at any time to a judicial authority for appropriate injunctive relief or other interim or conservatory measures, or to avoid the expiration of an applicable limitations period, without being in breach of this Section. For any litigation arising out of or relating to the Agreement or the transactions and relationships contemplated by the Agreement, regardless of the form of action or the Party that initiates it, the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of and venue in the Superior Court of the State of California, San Francisco County or, if that court does not have jurisdiction, in the United States District Court for the Northern District of California. However, nothing contained in this section is intended to divest the CPUC of jurisdiction, including but not limited to, claims or damages preempted under California Public Utilities Code § 1759. The Parties further consent to the jurisdiction of any state court located within a district that encompasses assets of a Party against whom a judgment (or award) has been rendered for the enforcement of the judgment against the assets of such Party.
16. Entire Agreement. This Agreement, including the Agreement to Perform Tariff Schedule Related Work and all attachments and exhibits hereto, constitutes the entire agreement between 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. The language of this Agreement shall not be interpreted in favor or against any Party as the drafter of this Agreement.
17. 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.
18. 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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19. Severability. If any of the provisions or any portions of this Agreement are held to be unenforceable or invalid for any reason, such provisions or portions shall be enforced to the maximum extent possible and the validity and enforceability of the remaining provisions, or any portions thereof, shall not be affected thereby.



**ELECTRIC TABLE OF CONTENTS**

Sheet 1

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Preliminary Statements, Rules.....		<b>61018-E</b>	(T)
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(Continued)

Advice 7843-E  
Decision

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

Submitted February 18, 2026  
Effective March 20, 2026  
Resolution



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Sheet 30

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79-1110	Reactive Demand Charge Exemption Form (Schedule S) .....	48600-E
79-1188	Special Agreement for Retail Storage Station Service for In Front of the Meter Applications .....	48666-E
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79-847	Transmission Load Operating Agreement .....	48689-E
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79-961	Dual Socket Metering Agreement .....	48700-E
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79-1080	Notice to Add or Delete Customers Participating in the Base Interruptible Program .....	48587-E

(Continued)

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

AT&T	Ellison Schneider & Harris LLP	Pacific Gas and Electric Company
Albion Power Company		Peninsula Clean Energy
Alta Power Group, LLC	Electrical Power Systems, Inc. Fresno	Pioneer Community Energy
Anderson & Poole	Engie North America	Public Advocates Office
BART	Engineers and Scientists of California	Redwood Coast Energy Authority
Ava Community Energy		Regulatory & Cogeneration Service, Inc.
BART		Resource Innovations
Buchalter	GenOn Energy, Inc.	Rockpoint Gas Storage
Barkovich & Yap, Inc.	Green Power Institute	
Biering & Brown LLP		San Diego Gas & Electric Company
Braun Blasing Smith Wynne, P.C.	Hanna & Morton LLP	San Jose Clean Energy
		SPURR
California Community Choice Association	ICF consulting	
California Cotton Ginners & Growers Association	iCommLaw	Sempra Utilities
California Energy Commission	International Power Technology	Sierra Telephone Company, Inc.
California Hub for Energy Efficiency	Intertie	Southern California Edison Company
California Alternative Energy and Advanced Transportation Financing Authority	Intestate Gas Services, Inc.	Southern California Gas Company
California Public Utilities Commission		Spark Energy
Calpine	Kaplan Kirsch LLP	Sun Light & Power
Cameron-Daniel, P.C.	Kelly Group	Sunshine Design
Casner, Steve	Ken Bohn Consulting	Stoel Rives LLP
Center for Biological Diversity	Keys & Fox LLP	
Chevron Pipeline and Power	Leviton Manufacturing Co., Inc. Los Angeles County Integrated	Tecogen, Inc.
		TerraVerde Renewable Partners
		Tiger Natural Gas, Inc.
Clean Power Research	Waste Management Task Force	
Coast Economic Consulting		Utility Cost Management
Commercial Energy	MRW & Associates	
Crossborder Energy	Manatt Phelps Phillips	
Crown Road Energy, LLC	Marin Energy Authority	Water and Energy Consulting
	McClintock IP	
	McKenzie & Associates	
Davis Wright Tremaine LLP	Modesto Irrigation District	
Day Carter Murphy	NLine Energy Inc.	Yep Energy
Dept of General Services	NOSSAMAN LLP	
Douglass & Liddell	NRG Energy Inc.	
Downey Brand LLP		