



**Pacific Gas and
Electric Company®**

AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK¹

DISTRIBUTION:

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

REFERENCE:

31262645

City of Salinas (Applicant) has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

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

LOCATION: Elvee Drive, Salinas, CA

DESCRIPTION OF WORK: (1) Replacement of 1,828 feet of existing 4-inch steel and plastic gas main with 6-inch plastic gas main at a depth of 4 feet below the finished grade of Elvee Drive; (2) replacement of 192 feet of 2-inch Aldyl-A plastic main with 2-inch plastic main along the northern boundary of the Coast Valley's Truck property, for a total replacement of 2,020 feet of PG&E gas facilities. Out of 2020 feet of gas line replaced, the City of Salinas is liable for 210 feet. The project cost to be borne by the City of Salinas is \$77,521.15.

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of \$77,521.15 (Seventy Seven thousand Five Hundred Twenty One Dollars with Fifteen cents)

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.

CITY OF SALINAS

PACIFIC GAS AND ELECTRIC COMPANY

David Jacobs

JEFF HAHN
Jeff Hahn

Public Works Director, P.E., L.S.

Gas Distribution Program Manager, WRO

Date

Date