



April 14, 2006

CITY OF MILPITAS, A GOVERNMENTAL AGENCY ATTN: GREG ARMENDARIZ
455 E. CALAVERAS BLVD
MILPITAS, CA 95035

Dear CITY OF MILPITAS, A GOVERNMENTAL AGENCY ATTN: GREG ARMENDARIZ:

Enclosed are electric agreements for your commercial project in MILPITAS. This letter summarizes the line extension and service agreements for this project.

Please initial and sign all copies of the agreement(s) and return to me along with your payment. A fully executed copy of each agreement will be returned to you. PG&E should receive these agreement(s) and money, 0 days prior to the start of its work on your project. Agreements should be sent to: 308 Stockton Ave, San Jose, CA 95126

PG&E will honor these costs (based on existing scope and design) and agreements for 90 days from the "Date of Issuance" found on the first page of the *Distribution and Service Extension Agreement (Form 62-0980/82)*.

The charges shown in the Agreement to Perform Tariff Schedule Related Work (Form 62-4527) are summarized below.

Line #	Description	Refundable Option	50% Discount Option*
1.	Gas Rule 15 Refundable/Discount Payment	\$0.00	\$0.00
2.	Electric Rule 15 Refundable/Discount Payment	\$0.00	\$0.00
3.	Gas & Electric Rules 15/16 Non-Refundable Payment	\$0.00	\$0.00
4.	Total Rule 15/16 Payment (Lines 1-3)	\$0.00	\$0.00
5.	Other Non-Refundable Payment (Rule 20, Streetlight/ Traffic Control, Third Party Trench)	\$31,649.46	\$31,649.46
6.	Special Facilities Payment	\$0.00	\$0.00
7.	Time of Use Meter(s) Payment	\$0.00	\$0.00
8.	Credits (Engineering deposit, etc.)	\$1,500.00	\$1,500.00
9.	TOTAL PAYMENT DUE (sum Lines 4-7, less Line 8)	\$30,149.46	\$30,149.46

* Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.

The amount due above is the net, after \$0.00 in allowances and \$0.00 in other PG&E contributions. The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable.

Prior to the installation of your permanent electric meters, a final electrical inspection approval by the local jurisdiction must be forwarded to this office. You must also call our at () - to schedule electric meter installations. Thank you for the opportunity to be of service. Contact me at (408) 494-1723 or TACg@pge.com if you have any questions.

Sincerely,

Timothy Lusseau
New Business Project Manager



Pacific Gas and Electric Company

Agreement to Perform Tariff Schedule Related Work

- DISTRIBUTION:**
- APPLICANT (Original)
 - DIVISION (Original)
 - ACCTG. SVCS.

REFERENCE:

Notification	101820180
ERR-PM	30482223
GRR-PM	
Customer #	

CITY OF MILPITAS, A GOVERNMENTAL AGENCY (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, 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.
- 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.
- 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: 1425 N. MCCARTHY BLVD, MILPITAS

DESCRIPTION OF WORK: Removal of pole line and relocation of traffic controller service

	<i>Electric</i>	<i>Gas</i>
Engineering & Administrative Costs	\$7,656.87	\$0.00
Value of Applicant Design Work	(+)\$0.00	\$0.00
Additional Applicant Design Plan Checks	(+)\$0.00	\$0.00
Facilities (Cable, Transformers / Gas Pipe)	(+)\$15,597.13	\$0.00
Trench, Conduits & Substructures	(+)\$365.00	\$0.00
Tie-In	(+)\$0.00	\$0.00
Trench Permits & Land Rights	(+)\$0.00	\$0.00
Inspection Fees	(+)\$0.00	\$0.00
Sub Total	(=)\$23,619.00	\$0.00
plus ITCC @ 34.0% Electric 35.0% Gas	(+)\$8,030.46	\$0.00
plus Non Taxable Work	(+)\$0.00	\$0.00
less Value of Relocation Applicant Design Work	(-)\$0.00	\$0.00
less Work Provide by Applicant	(-)\$0.00	\$0.00
less Salvage	(-)\$0.00	\$0.00
Total Payment	(=)\$31,649.46	\$0.00

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of Thirty One Thousand Six Hundred Forty Nine and 46/100ths Dollars (\$31,649.46).

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

Executed this ____ day of _____.

CITY OF MILPITAS, A GOVERNMENTAL AGENCY
Applicant

PACIFIC GAS & ELECTRIC COMPANY

By: _____

By: _____

GREG ARMENDARIZ

Kelly Ball

(Print/Type/Name)

(Print/Type Name)

Title: CITY ENGINEER

Title: Service Planning Supervisor

Mailing Address: 455 E.CALAVERAS BLVD
MILPITAS, CA 95035