



Gas Sample Form No. 79-1209
Services Agreement

Sheet 1

(N)
(N)

Please Refer to Attached
Sample Form

(Continued)

Advice 4366-G
Decision 20-12-031

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted January 20, 2021
Effective February 19, 2021
Resolution _____

SERVICES AGREEMENT

This SERVICES AGREEMENT (the "Agreement") is made and entered into as of the latest signature date in the signature block of this Agreement ("Effective Date") by and between **Pacific Gas and Electric Company**, a California corporation ("Utility"), and **[Company]** (the "Company").

RECITALS

WHEREAS, Utility is a public utility regulated by the California Public Utilities Commission ("CPUC") providing gas service to end-use customers within California.

WHEREAS, the Company is a sponsor of a renewable gas project and/or has an interest in Utility's ability to receive and redeliver additional renewable gas supplies on its gas utility system.

WHEREAS, the Company desires to explore a Utility interconnection, and the Utility agrees to perform services with respect thereto (the "Services"), all upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

SECTION 1 - SERVICES

1.1. Retention. Company hereby retains Utility to provide the Services, upon the terms and conditions set forth in this Agreement.

1.2. Scope of Services. The Services to be performed by Utility shall consist of the following tasks to this Agreement, including (check all that apply), as detailed in the applicable Attachment:

- Attachment A - Interconnection Screening Study ()
- Attachment A1 - Preliminary Engineering Study ()
- Attachment A2 - Detailed Engineering Study with Optional Long Lead Material Procurement ()
- Attachment - A3 Pipeline Blending Exception Study ()

SERVICES AGREEMENT

Unless Company has in place as of the Effective Date a valid and effective Interconnection Screening Study, the parties must (a) execute, and each party must satisfy its obligations with respect to Attachment A before Company can contract for Attachment A1, and (b) execute Attachment A1 before or concurrent with Company's contracting for Attachment A2. Further, (x) Company may execute Attachment A3 at any time after the parties have executed an Attachment A providing Company funding for an Interconnector Screening Study consistent with Attachment A3 Services, and (y) the parties must enter into a Confidentiality Agreement, the form of which is attached hereto as Attachment B, prior to Utility performing any Services pursuant to this Agreement. Each Attachment only becomes effective upon execution by both Company and Utility. No construction work shall be included or done pursuant to this Agreement.

- 1.3. Term. This Agreement shall be effective on the Effective Date and shall continue in full force and effect until the completion of the all Services selected under Section 1.2 above.

SECTION 2 - COMPENSATION AND EXPENSES

- 2.1. Compensation. An estimate of Utility's fees and all other applicable costs to be billed by Utility to Company under this Agreement are set forth in each applicable Attachment to this Agreement. In any event, Company shall be liable for the actual costs of the Services, which may be higher than the estimated costs. Actual costs shall include the actual Services rendered and all related costs incurred, and shall include permit or other fees or charges, procurement, indirect costs and overheads, carrying costs, and any related income or other tax liability thereon.
- 2.2. Payment. Upon execution of this Agreement, Attachment A, and Attachment B (Confidentiality Agreement), Company shall make payment to Pacific Gas and Electric Company for the Services in the amount specified in Attachment A within thirty (30) days. Upon execution of any additional Attachment (as further described in Section 1.2), Company shall make payment to Pacific Gas and Electric Company for Services in the amount specified in such Attachment(s) within thirty (30) days. Any amount billed by Utility to Company subsequent to the initial payment shall be paid by Company within twenty (20) days after receipt of Utility's invoice to the address set forth in Section 8 below.
- 2.3. Change Orders. Any change to the Services shall be in writing (a "Change Order") and signed by Company and Utility. If Company issues any request for a change in the Scope of the Services or the time of completion of the Services beyond those tasks described in the Services and not identified as a Change Order, but which Utility considers to be a Change Order, then Utility shall notify Company in writing and the parties shall mutually decide whether such a change in the Services or the time of completion of the Services constitutes a Change Order, which increases or decreases the Scope of the Services and increases or decreases the cost to Utility of performing the Services. If Utility issues a Change Order that results in an increase or decrease in the cost of the Services, then an adjustment shall be made to the total compensation

SERVICES AGREEMENT

and/or the time of completion of the Services. All written Change Orders shall become a part of this Agreement. Utility may refrain from any additional work until Company has paid such additional amount as set forth above.

- 2.4. Payroll Taxes. Social security, federal, and other applicable taxes shall not be withheld from payments made to Utility.

SECTION 3 - INFORMATION AND OWNERSHIP

- 3.1. Confidential Information. During the term of this Agreement, either party may have access to and become acquainted with confidential information and trade and business secrets of the other. Treatment of this information by both parties is set forth in the Confidentiality Agreement, the form of which is attached hereto and incorporated herein as Attachment B of this Agreement (the "Confidentiality Agreement").
- 3.2. Ownership and Use; Limits on Liability. Notwithstanding the above, any and all material and information prepared, accumulated or developed by Utility, any subcontractor or their respective employees, including, without limitation, documents, drawings, designs, calculations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, data models and samples (hereinafter, collectively "Work Product"), shall remain the property of Utility when prepared or in process, whether or not delivered to Company. Utility hereby grants to Company an unrestricted royalty-free license to use, copy, and distribute any Work Product furnished by Utility to Company under this Agreement, subject to the terms specified in the Confidentiality Agreement. The Work Product provided by Utility hereunder is intended to meet or exceed all generally accepted industry standards for this type of work; however, except as may otherwise be set forth in the applicable Attachment(s), Utility makes no warranty or representation about the fitness, suitability, reliability, availability, timeliness or accuracy of Work Product or Services for any purpose. The Work Product will be done using information and assumptions at one point of time and which are subject to change at any time that could change the results or analysis reflected in Work Product. Estimates of costs may not cover all environmental costs or other unforeseen costs, or costs resulting from changes to laws, rules and regulations governing the Services herein. Therefore, except as may otherwise be set forth in the applicable Attachment(s), Utility does not warrant the Services or Work Product for any use and specifically disclaims any liability for any subsequent use of the Work Product, or any part thereof, by Company. Except as may otherwise be set forth in the applicable Attachment(s), no warranty of any kind is or will be included as part of the Services and all express and implied warranties, including any warranties of merchantability, and/or fitness for a particular purpose are specifically disclaimed. With the exception of claims solely arising from the gross negligence or intentional misconduct by Utility that occurs while performing the Services, Company will not hold Utility liable or responsible in any way for any losses, damages, claims, costs, expenses or other obligations it incurs, or may incur, arising out of or related to Company's use of, or reliance on, any part of the Services, Work Product or other information provided by Utility hereunder.

SERVICES AGREEMENT

SECTION 4 - STATUS

The relationship between Utility and Company hereunder is and at all times during the term of this Agreement shall be that of independent entities. Nothing contained in this Agreement shall be construed to create a relationship of principal and agent, employer and employee, partnership or joint venture between the parties.

SECTION 5 - ATTORNEYS' FEES

Should any dispute arise regarding any term or provision of this Agreement or enforcement of any rights hereunder, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid by the losing party to the prevailing party.

SECTION 6 - SUPERVISION AND COORDINATION

During the term of this Agreement, each party shall appoint a representative who will be authorized, empowered and available to act for and on behalf of each to implement the terms and conditions of this Agreement.

SECTION 7 - DISPUTES

Any dispute or need for interpretation arising out of this Agreement which cannot be resolved after a reasonable period of time of good faith negotiation may be submitted to the CPUC for resolution.

SECTION 8 - NOTICES

Any notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly and duly given when sent by electronic mail as specified below:

If to Company: [Contact Information to be Supplied]

E-mail Address:

If to Utility: [Contact Information to be Supplied]

E-mail Address:

In addition to the notice specified above, notice may also be provided by telephone or e-mail to the telephone numbers and e-mail addresses for the representative appointed pursuant to

SERVICES AGREEMENT

Section 6 above set out below, but must be immediately followed up by a written notice sent pursuant to the first paragraph of this Section 8:

If to Company: [Contact Information to be Supplied]

Telephone Numbers:

E-mail Address:

If to Utility: [Contact Information to be Supplied]

Telephone Numbers:

E-mail Address:

Either party may change the notice information in this Section 8 by giving notice within five (5) business days prior to the effective date of the change.

SECTION 9 - SUCCESSORS AND ASSIGNS

This Agreement may not be assigned by either party without the written consent of the other party. Consent to assignment will not be unreasonably withheld, conditioned or delayed.

Company shall have the right to assign this Agreement, without the consent of Utility, for collateral security purposes to aid in providing financing its renewable gas project. Company will promptly notify Utility of any such assignment for collateral security purposes. Any assignment for collateral purposes entered into by Company shall require that upon any exercise of remedies by the financing party, the entity substituted for Company shall have an equal or greater credit rating as Company and have the legal authority and operational ability to satisfy the obligations of Company under this Agreement.

Either party shall have the right to assign this Agreement, without the consent of the other Party, when the assignment is to a successor, representative, or assignee which shall succeed by purchase, merger, corporate reorganization/restructuring or consolidation to all or substantially all of the assets of the assigning party.

Assignment shall not relieve the assignor of its obligations under this Agreement for the period before the assignment becomes effective, nor shall the non-assigning party's obligations be enlarged, in whole or in part, by reason of the assignment. At the time the assignment becomes effective, the assignee shall become a party to this Agreement and shall undertake all rights and responsibilities under this Agreement.

SERVICES AGREEMENT

Any attempted assignment that violates any of the requirements of this Section 9 is void and ineffective.

SECTION 10 - APPLICABLE LAW

The provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to its choice of law provisions.

SECTION 11 - WAIVERS

The failure or delay of either party to exercise or enforce at any time any of the provisions of this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce each and every provision of the Agreement and shall not otherwise affect the validity of this Agreement.

SECTION 12 - SEVERABILITY

If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision shall become inapplicable and shall be deemed omitted from this Agreement. Such determination shall not, however, in any way invalidate the remaining provisions of this Agreement.

SECTION 13 - ENTIRE AGREEMENT AND AMENDMENTS

This Agreement and its Attachments constitute the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes any prior written or oral understanding or agreement between the parties relating to the subject matter hereof. This Agreement shall not be amended, altered, or supplemented in any way except by an instrument in writing, signed by the duly authorized representative of the parties that expressly references this Agreement.

SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of Effective Date.

Pacific Gas and Electric Company

Company Name

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date