

ACTUAL COST CONTRACT

THIS AGREEMENT is entered into this ____ day of _____, 20__, by and between the CITY OF WATSONVILLE (Agency), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E),

RECITALS:

1. PG&E owns certain abandoned transmission gas pipeline facilities (PG&E's facilities).
2. Agency contemplates construction of the Ramsay Park Renaissance Project in the vicinity of 1301 Main Street, Watsonville, CA 95076, Santa Cruz County, California, which will necessitate the removal of specific PG&E facilities.
3. Agency has requested and PG&E is willing to remove specific PG&E facilities to accommodate Agency's project.
4. Agency has heretofore paid PG&E \$50,000 for its preliminary engineering costs which costs will be incorporated into the work to be performed hereunder.

AGREEMENT:

1. Upon the receipt by PG&E of the advance payment of the full remaining estimated amount of \$184,961 (representing Agency's liability share of 100% of the total estimated amount of \$234,961, less any advance payments previously collected) and notice in writing from Agency, PG&E will commence and thereafter diligently prosecute the removal of said PG&E facilities as nearly as possible in accordance with PG&E's Drawing No. 74063281, attached hereto and marked Exhibit A, provided, however, that PG&E shall not be obligated to perform such work until necessary land rights have been acquired by Agency in a form satisfactory to PG&E.
2. In the event the construction of temporary facilities is necessary, PG&E may use lands owned or controlled by Agency for the purpose of making such temporary installation provided that Agency shall have approved the location thereof. Upon

completion of construction of such facilities in their permanent location, PG&E shall remove all temporary facilities.

3. Agency shall acquire, at no cost to PG&E and in a form satisfactory to PG&E, all necessary permits required for the temporary or permanent rearrangement of PG&E's facilities from governmental agencies having jurisdiction over the same and shall file any statement required by, and otherwise comply with the applicable provisions of the Environmental Quality Act of 1970 (California Public Resources Code, Sections 21000 et seq.).

4. PG&E will convey or quitclaim to Agency its land or land rights occupied by said specific facilities to be removed within the land or land rights required by Agency for the construction of its project.

5. Actual cost will be determined in accordance with the uniform system of accounts prescribed for utility companies by the Public Utilities Commission of the State of California and PG&E's regularly established accounting practices and will include, but shall not be limited to, the following charges: survey costs, acquisition of land rights, labor and payroll taxes, materials and supplies, transportation, stores and tool expense, supervision and overheads, including allowance for funds used during construction, and an allowance for worker's compensation and public liability and property damage insurance, and estimated federal and state taxes.

6. Actual net cost shall be actual cost reduced by the following:

(a) betterment, defined as replacements costing more than the replaced facilities because of greater capacity, durability or efficiency.

(b) salvage value of any materials removed and retained by PG&E, the replacement cost of which is charged to Agency.

7. Agency acknowledges that an advance payment made is not the final actual cost of the job. Upon completion of the work, PG&E may submit to Agency an invoice for the actual charges recorded to date, less an amount for estimated salvage and betterment, if any, and Agency, within thirty (30) days after receipt of PG&E's invoice, shall reimburse PG&E therefor. However, if the actual net cost is less than an advance payment, then PG&E will reimburse the Agency the difference.

8. Within thirty (30) days after receipt of PG&E's invoice for the additional amount due PG&E, Agency shall reimburse PG&E for the amount billed, provided, however, that Agency shall have reasonable access to PG&E's accounts and records for the purpose of auditing said invoice. If, after the invoice is prepared, it is determined that the actual net cost is less than any amount previously paid by Agency under this Agreement, PG&E shall reimburse Agency the amount of the difference between the amount paid and the actual net cost, without interest.

9. The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by duly authorized officers this day and year first hereinabove set forth.

PACIFIC GAS AND ELECTRIC COMPANY CITY OF WATSONVILLE

By _____
Shannon Koontz
Senior Manager, Land Rights

By _____
Tamara Vides
City Manager

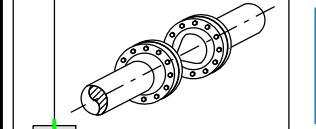

RAMSAY PARK ABANDONED PIPE REMOVAL EXHIBIT

Exhibit A



RAMSAY PARK; 1301 MAIN ST
WALL MAP - 3751; PLAT - A02;
(SCALE: 1" = 20')

Attachment 2
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GAS TRANSMISSION
ESTIMATING & DESIGN

EXHIBIT

PACIFIC GAS AND
ELECTRIC COMPANY

WARNING:
THIS DOCUMENT CONTAINS
CONFIDENTIAL, PROPRIETARY
INFORMATION THAT IS THE SOLE
PROPERTY OF PACIFIC GAS AND
ELECTRIC COMPANY AND IS
INTENDED FOR USE ONLY BY
AUTHORIZED PACIFIC GAS AND
ELECTRIC COMPANY EMPLOYEES
AND ITS AGENTS.
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Know what's below.
Call before you dig.



REV.	DATE	DESCRIPTION	ORDER	DWN	ADE	ENG	LEAD	ENG APVD
A	2/27/25	EXHIBIT	74063281	L3H0	KIT6	TLRP		
REVISIONS								

PIPELINE - EXHIBIT
RAMSAY PARK
REMOVE 8" & 10" ABANDONED PIPE
WATSONVILLE, SANTA CRUZ COUNTY
GAS TRANSMISSION & DISTRIBUTION
PACIFIC GAS AND ELECTRIC COMPANY
OAKLAND, CALIFORNIA

BILL OF MATL N/A
JOB ID A-1008
SHEET NO. 1 OF 1 SHEETS
74063281 A

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