

**GAS SERVICE  
OPERATION AND MAINTENANCE AGREEMENT**

This GAS SERVICE OPERATION AND MAINTENANCE AGREEMENT (“Agreement”), dated as of \_\_\_\_\_, 2017 and effective on the Effective Date, is by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“PG&E”), and the CITY OF ALAMEDA, a California charter city (“City”). PG&E and City may also be hereinafter referred to individually as a “Party” and jointly as the “Parties.”

**RECITALS**

A. The area formerly known as Alameda Naval Air Station, and now known as Alameda Point, was declared surplus by the Navy in 1997. All of Alameda Point is now owned or controlled by City.

B. The gas distribution facilities at Alameda Point when the Navy left the Naval Air Station were designed and constructed by the Navy, with no involvement by PG&E.

C. City contracted with PG&E to operate and maintain the Navy gas lines pursuant to the Gas Service, Operation and Maintenance Agreement, dated August 11, 1997 (the “Old Agreement”). The Old Agreement had a nominal expiration date of September 30, 1999, and was extended by the Parties through July 1, 2004 (the “Old Expiration Date”), when it terminated through non-renewal (expiration by its own terms). The period between the Old Expiration Date and the Effective Date is referred to herein as the “Interim Period”.

D. Under the Old Agreement, ownership of the Legacy Facilities was contemplated to be transferred to PG&E at some point, but PG&E did not assume ownership of any Legacy Facilities during the term of the Old Agreement or at any time thereafter. For a number of reasons, including that the Legacy Facilities may not meet PG&E’s design and construction standards, PG&E does not wish to assume ownership of the Legacy Facilities.

E. PG&E and City have entered into a gas franchise agreement (Ordinance No. 665) (“Franchise Agreement”) which authorizes PG&E to install, use and maintain its gas facilities for transmitting and distributing gas within all public streets within the City of Alameda.

F. During the term of the Old Agreement and in the Interim Period, PG&E has installed its own meters at Alameda Point. Those meters, and any future gas distribution main and service facilities constructed by PG&E at Alameda Point, are referred to herein as the “PG&E Facilities”. The PG&E Facilities in place as of the Effective Date (meters) are shown on Exhibit B, provided by PG&E.

G. The Parties now wish to re-initiate contractual arrangements for PG&E work on the gas distribution system at Alameda Point, pursuant to this Agreement.

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth below, the Parties agree as follows:

### SECTION 1 TERM

(a) Effective Date. The Parties will memorialize the Effective Date in writing.

(b) Term. The term of this Agreement will expire five years after the Effective Date, provided that this Agreement will be automatically extended by up to three one-year periods unless either Party delivers notice of non-extension to the other Party at least six months prior to the then-expiration date.

(c) Termination.

(i) *Termination by PG&E*. PG&E may terminate this Agreement upon occurrence of the following events.

(A) Failure of City to pay PG&E any sum owing to PG&E within 10 days after City's receipt of written notice from PG&E specifying such failure; or

(B) Failure of City to perform material obligations pursuant to this Agreement, other than as specified in paragraph (A) above, within 30 days after City's receipt of written notice from PG&E specifying such failure or, if it reasonably would require more than 30 days to cure such failure, within a time reasonably necessary to cure such failure after City's receipt of such written notice (provided City has undertaken to cure the default within such 30-day period and diligently pursues such efforts to cure to completion).

(ii) *Termination by City*. City may terminate this Agreement upon failure of PG&E to perform material obligations pursuant to this Agreement, within 30 days after PG&E's receipt of written notice from City specifying such failure or, if it reasonably would require more than 30 days to cure such failure, within a time reasonably necessary to cure such failure after PG&E's receipt of such written notice (provided PG&E has undertaken to cure the default within such 30-day period and diligently pursues such efforts to cure to completion).

(iii) *Survival of Obligations and Certain Terms*. Upon termination of this Agreement for any reason, (A) City will remain responsible for any accrued and unpaid PG&E Costs for O&M and other amounts as described in Section 4(c), and (B) the following Sections of this Agreement shall survive: 1(c)(iii), 4(i), 6(c), 7, 8, and 9.

### SECTION 2 DEFINITIONS

For purposes of this Agreement the following terms when used herein shall have the meaning set forth below.

“Agreement” is defined in the introductory paragraph hereof.

“Alameda Point” means the area shown on Exhibit A.

“City” is defined in the introductory paragraph hereof.

“Contractor” is defined in Section 7(d).

“Cooperative Agreement” means City’s agreement with the Navy pursuant to which City agreed to provide utility services to certain customers within Alameda Point, directly or by use of subcontractors (such as PG&E). The Cooperative Agreement expired by its own terms on or about March 1, 2000.

“CPUC” means the California Public Utilities Commission.

“Effective Date” the date upon which the CPUC approves or accepts this Agreement without conditions or modifications that are unacceptable to either Party, as memorialized by the Parties pursuant to Section 1(a). If the CPUC approves or accepts this Agreement without conditions or modifications, the Effective Date automatically shall be the date of issuance of the CPUC resolution or other decision approving or accepting this Agreement.

“Environmental Law” means any applicable Governmental Rule imposing liability, establishing standards of conduct or otherwise relating to protection of the environment (including natural resources, surface water, groundwater, soils, and indoor and ambient air), health and safety, land use matters or the presence, generation, treatment, storage, disposal, Release or threatened Release, transport or handling of any Hazardous Substance.

“Franchise Agreement” is defined in Recital E.

“Governmental Authority” means any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over either Party, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power.

“Governmental Rule” means all federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, judicial or administrative orders, permits, tariffs and schedules, and other duly authorized actions of any Governmental Authority.

“Hazardous Substance” means any substance, material, element, compound, waste or chemical, whether solid, liquid or gaseous, which is defined, listed, classified or otherwise regulated in any way under any Environmental Law, or any other such substances or conditions (including asbestos, polychlorinated biphenyls, mold and other mycotoxins or fungi) which may create any unsafe or hazardous condition or pose any threat to health and safety.

“Interim Period” is defined in Recital C.

“Legacy Facilities” means the gas distribution facilities formerly owned by the Navy, as existing on the Effective Date and shown on Exhibit A, prepared by PG&E but for all purposes of this Agreement deemed to have been provided by City, as updated pursuant to Section 3(a). All facilities which are downstream of the meter at each service location (i.e., the “house” or “building” lines) are not part of the Legacy Facilities, are not covered in any way by this Agreement, and have not been and will not be maintained by PG&E.

“Losses” means any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including strict liability), obligations, debts, diminutions in value, fines, penalties, charges, costs of remediation (whether or not performed voluntarily), amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys’ fees, engineers’ fees, environmental consultants’ fees, and investigation costs (including costs for sampling, testing and analysis of soil, water, air, building materials, and other materials and substances whether solid, liquid or gas), of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards.

“Navy” means the United States of America, acting through the Department of the Navy.

“New Mapping” is defined in Section 3(a).

“O&M” is defined in Section 4(b).

“Old Agreement” is defined in Recital C.

“Old Expiration Date” is defined in Recital C.

“Party” and “Parties” are defined in the introductory paragraph hereof.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, Governmental Authority, or other entity.

“PG&E” is defined in the introductory paragraph hereof.

“PG&E Costs” means PG&E’s fully-loaded actual costs, including all direct and overhead costs as allocated to the applicable facilities or work by PG&E.

“PG&E Facilities” is defined in Recital F.

“PG&E Indemnitees” is defined in Section 7(a).

“Records” is defined in Section 4(e)(i).

“Release” means the presence of or any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Substance (including the abandonment or discarding of barrels,

drums, tanks, and other similar containers, containing any Hazardous Substance) into the indoor or outdoor environment.

“SMP” is defined in Section 3(g).

### SECTION 3 MODERNIZATION AND STANDARDIZATION

(a) Mapping of Legacy Facilities. It is understood that the Legacy Facilities shown on Exhibit A may not be comprehensive and accurate, but that the Parties will require accurate coded mapping of the Legacy Facilities (“New Mapping”). PG&E will as quickly as practicable survey the Legacy Facilities, at the expense of City. This is expected to be completed within 90 days after the Effective Date. City will cooperate with PG&E by providing any records beyond Exhibit A, accompanying PG&E when it would be helpful, and providing access to all locations, among other things.

(b) Planning Coordination. The Parties both desire that Legacy Facilities be replaced with facilities designed and constructed to current standards. City will keep PG&E informed of City’s Alameda Point development plans, and PG&E will keep City informed of any plans as to PG&E Facilities, so that PG&E Facilities are planned efficiently.

(c) New Facilities at PG&E’s Discretion. Build-out of new PG&E Facilities to replace Legacy Facilities will be at PG&E’s sole discretion, subject to approval by City. As of the Effective Date, PG&E would follow its distribution integrity management program practices to determine if, from a risk-based decision-making perspective, pipe replacement is appropriate. For Alameda Point this would result in prioritizing on a risk-informed basis residential addresses, then sites slated for redevelopment, and then commercial sites. New information about the Legacy Facilities could cause those priorities to shift.

(d) Draft Configuration. A draft proposed configuration of replacement PG&E Facilities serving Alameda Point, as set forth on Exhibit C provided by PG&E, is consistent with City’s approved Alameda Point Master Infrastructure Plan for redevelopment, based on a five to ten-year development horizon.

(e) City to Provide Property Rights. Placement of PG&E Facilities on City property is addressed in the Franchise Agreement. It is the intent of the Parties to plan and construct new replacement PG&E Facilities within the public right-of-way whenever practicable. City will provide PG&E easements satisfactory to PG&E for the PG&E Facilities installed on private property at Alameda Point, at no cost to PG&E.

(f) City Not to Contest PG&E Property Rights. City will recognize and will not contest PG&E’s ownership of all facilities constructed by PG&E either prior to or during the term of this Agreement. If PG&E obtains any easement or other real property interest in connection with PG&E Facilities, City will recognize and not contest PG&E’s interest.

(g) Compliance with SMP and Other Law. All new PG&E Facilities requiring excavation will be required to comply with the environmental regulatory agency-approved Alameda Point Site Management Plan, as provided by City to PG&E on or about the

date of this Agreement (“SMP”), any deed restrictions for the relevant property, City’s Marsh Crust Ordinance, and any other relevant City regulations.

#### SECTION 4 OPERATION AND MAINTENANCE

(a) PG&E Access to Legacy Facilities. PG&E shall have all rights to use the Legacy Facilities that are necessary and customary to provide gas service to retail customers.

(b) Scope of PG&E O&M Services. PG&E will perform operation and maintenance on the Legacy Facilities, of substantially the same nature and extent as the services that PG&E customarily provides with respect to comparable facilities that deliver gas service to PG&E’s tariff retail customers, as such standard may change from time to time based on Governmental Rules or PG&E’s self-initiated changed standards (“O&M”). O&M includes both routine maintenance and extraordinary expenditures, such as, without limitation, repairing any line, valve or other equipment that suffers a leak or other failure or providing special reports as described in Section 4(d)(ii). PG&E, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses that may be required in connection with the performance of the services and tasks hereunder, without limitation of City’s express undertakings in Section 3(e) and Section 6.

(c) Standard of Service. PG&E agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service customarily provided by PG&E, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by City.

(d) Reports.

(i) Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by PG&E pursuant to or in connection with this Agreement shall be the joint property of PG&E and City.

(ii) PG&E shall, at such time and in such form as City’s City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

(e) Records.

(i) PG&E shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of PG&E’s performance under this Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the “Records”).

(ii) All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. PG&E shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. Such Records shall be kept by PG&E for a period of three years after receipt of final payment.

(f) Compensation for O&M. PG&E will bill City monthly for the PG&E Costs of the O&M, New Mapping, and any other agreed-upon extraordinary tasks. Invoices will include a reasonable level of detail, consistent with PG&E's practices providing services to other parties. City will pay properly invoiced amounts within 30 days. An estimate of the PG&E Costs for routine O&M, provided by PG&E, is attached as Exhibit E.

(g) PG&E Customers. PG&E has taken on customers at Alameda Point served through the Legacy Facilities, and will continue to serve those customers in accordance with PG&E's tariffs (i.e., not as an undertaking by PG&E with City under this Agreement). PG&E will no longer take new customers at Alameda Point other than as served solely through PG&E Facilities. Any new customers to be served through Legacy Facilities will be customers of City. To the extent that City has installed or in the future installs facilities that are constructed to current PG&E standards, at such time as PG&E builds out new facilities as provided in Section 3(c), PG&E may elect to assume ownership of and integrate such City facilities with the PG&E Facilities.

(h) Deactivation of Legacy Facilities. PG&E may deactivate and leave in place such portion of the Legacy Facilities as is no longer needed, which will include all lines which feed no active service addresses. Active service includes currently vacant buildings that are being leased by City. PG&E will provide 90 days advance written notice to, and receive written confirmation from City with respect to, any such deactivation work, and will thereupon no longer provide O&M for the deactivated portion. If the deactivated portion might need to be removed for any reason, that activity will be the responsibility of City or third parties, not PG&E. If City wishes PG&E to follow any particular deactivation procedure beyond basic removal of gas, cut, cap and leave in place (e.g., testing for contaminants, or removal of the line), City will provide reasonable notice to PG&E and pay all incremental costs. PG&E will update the New Mapping to note deactivated lines that were either removed or left in place. These map updates will be provided to City by PG&E.

(i) Protection of PG&E Customer Records and Intellectual Property. PG&E shall be under no obligation to deliver to anyone, including City, any confidential customer records without the written and signed consent of the customer whose records are to be delivered.

## **SECTION 5 REPRESENTATIONS AND WARRANTIES**

(a) Mutual Representations and Warranties. Each Party represents and warrants as follows, as of the Effective Date:

(i) It has all requisite power and authority to own its property and assets and conduct its business as presently conducted or proposed to be conducted under this Agreement, to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

(ii) It has taken all necessary action to authorize its execution, delivery and performance of this Agreement.

(iii) This Agreement constitutes the valid, legal and binding obligation of such Party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

(iv) No consent of any Governmental Authority or other third party is required for (A) the valid execution and delivery of this Agreement, or (B) the performance by such Party of its obligations under this Agreement, except: (I) such as have been duly obtained or made, or (II) in the case of PG&E, as are described in the definition of Effective Date and in Section 9(c).

(v) None of the execution or delivery of this Agreement, the performance by such Party of its obligations hereunder, or the fulfillment of the terms and conditions hereof will conflict with, violate or result in a breach of, any Governmental Rule currently in effect, or any agreement of such Party with any Governmental Authority or other third party.

(vi) It is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such Party, threatened, that would adversely affect such Party's ability to perform its obligations hereunder.

(vii) Subject to Section 3(a), and except for Exhibit E which by its nature is only an estimate, the Exhibits prepared by such Party are accurate. If, notwithstanding reasonable diligence by either Party in initially preparing its exhibits, and without excusing any breach of representation and warranty, upon learning of any omission to an Exhibit, the applicable Party will provide an updated exhibit to the other Party, whereupon this Agreement will continue operative as if the applicable updated exhibit had been originally provided.

(b) PG&E Representations and Warranties. PG&E additionally represents and warrants that PG&E is duly organized and validly existing as a corporation under the laws of the State of California.

(c) City Representations and Warranties. City additionally represents and warrants as follows:

(i) It is duly organized and validly existing as a California charter city.

(ii) It owns or controls all of Alameda Point.

(iii) The Alameda Reuse and Redevelopment Authority has no jurisdiction over, or consent rights relating to, any part of Alameda Point or this Agreement.

(iv) The SMP summarizes and provides links to environmental regulatory agency web pages of reports which describe any Hazardous Substances or petroleum products at Alameda Point;

(v) Exhibit D, provided by City, sets forth (A) any agreements by City related to conveyance of ownership of Alameda Point to City which include any indemnities for the benefit of City relating to Hazardous Substances or petroleum products at Alameda Point, and (B) Governmental Rules which specifically refer to Alameda Point (or the Naval Air Station or by any other name) and include restrictions relating to Hazardous Substances or petroleum products, other than those set forth in the SMP. City has provided to PG&E copies of all documents listed on Exhibit D.

## SECTION 6 HAZARDOUS SUBSTANCES

(a) Testing Etc. Prior to Excavation. Prior to any excavation by PG&E for pipe removal and/or replacement, establishment of a new pipe route, leak repair, or otherwise, if practicable PG&E will notify City of the planned route, width, depth, proposed construction schedule, and other relevant information. City will advise PG&E of any known contamination along the proposed route and, if any such contamination exists, will contract for and pay for Hazardous Substances and petroleum products testing at mutually agreed intervals along the route, and deliver the results to PG&E. Taking into account the test results, the parties will confer on an appropriate route, re-route or other plan. If requested by PG&E, City will perform the excavation and provide a clean corridor. Neither Party is obligated to pursue activities along a contaminated route to the extent new information as to contamination causes the Party's costs to increase.

(b) Discovery of Hazardous Substances. Should PG&E discover any Hazardous Substances or petroleum products, PG&E must comply with the SMP and any deed restrictions for the relevant property, including immediately notifying City, and may at its option cease work at the affected site. PG&E shall not be obligated to remediate any such Hazardous Substances or petroleum products. PG&E may suspend work in the affected area until remediation is complete. Should PG&E, with City's permission in advance, excavate or remove any contaminated soil or water at Alameda Point, City shall be responsible for the lawful disposal of such contaminated material, including testing, transportation, disposal and hazardous waste fees and taxes. City shall use its EPA ID number and be the "generator" of record for the disposal of such material, and City shall be responsible for any future liability associated with the disposal of such material. Any Hazardous Substance disposal performed by PG&E or its contractors shall use Altamont Landfill and Kettleman Hills Landfill unless City has provided approval of an alternative location upon 60-day notice to City by PG&E.

(c) Preservation of Claims Against Third Parties. In addition to the indemnity provisions between the Parties that are contained in Sections 7(a), 7(b), and 7(c), City and PG&E agree to cooperate in assuring that the rights of either Party to be held harmless, defended, and/or indemnified by the United States from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any third-party claims for personal injury or property damage (including death, illness, loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threatened release of any hazardous substance, pollutant or contaminant, or petroleum or petroleum derivative as a result of Navy activities at Alameda Point are protected and perfected to the maximum extent possible under the law, including under the provisions of the Cooperative Agreement. To this end, City and PG&E agree to assist the other in any way that is feasible or practicable, including, but not limited to

asserting or pursuing any claim or action against the United States on behalf of the other to achieve the fullest protection and recovery allowed under law. Nothing in this section shall preclude City or PG&E from bringing any action against the United States Government under Public Law 102-484, section 330, 106 Stat. 2371 as amended or any other applicable law in its own right if the other has not suffered any loss, suit, claim, demand, judgment, or other cost or expense.

(d) Safety as Priority. Notwithstanding the foregoing, or any other provision of this Agreement, PG&E is always permitted to prioritize making safe any unsafe system condition, without being required to provide notice and without other impediment.

## **SECTION 7 INDEMNITY; INSURANCE; RELEASE**

(a) City General Indemnity. City shall protect, indemnify defend and hold harmless PG&E and its officers, directors, partners, employees, agents, affiliates, representatives, assigns and contractors (collectively, the "PG&E Indemnitees") from and against any and all suits, actions, liabilities, administrative or legal proceedings, claims, demands, losses, judgments, penalties, fines, damages, costs and expenses of whatsoever kind of character, including reasonable attorney's fees and expenses, for injury or death of persons or physical loss of or damage to property and persons to the extent it arises from or is related to (i) City's (including its employee or agents or contractors) negligent or willful misconduct in connection with the performance of this Agreement, and (ii) damages to PG&E or third parties resulting from the condition of the Legacy Facilities, except, in the case of this clause (ii), to the extent (A) preventable by maintenance according to the standards in the New Agreement or (B) caused by PG&E's gross negligence or willful misconduct.

(b) City Environmental Indemnity. City agrees to protect, defend, indemnify, release and hold the PG&E Indemnitees harmless from and against any and all Losses imposed upon or incurred by or asserted against any PG&E Indemnitee and directly or indirectly arising out of or in any way relating to any one or more of the following: (i) any presence of, or past, present or threatened Release of, any Hazardous Substances in, on, above, or under Alameda Point; (ii) any activity by City, any Person affiliated with City, and any tenant or other user of property at Alameda Point (collectively "Actors") in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other Release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer or transportation to or from Alameda Point of any Hazardous Substances at any time located in, under, on or above Alameda Point; (iii) any activity by any Actor in connection with any actual or proposed remediation of any Hazardous Substances at any time located in, under, on or above Alameda Point, whether or not such remediation is voluntary or pursuant to court or administrative order, including any removal, remedial or corrective action; (iv) any past, present or threatened non-compliance or violations of any Environmental Laws (or permits issued pursuant to any Environmental Law) in connection with Alameda Point, including any failure by any Actor to comply with any order of any Governmental Authority in connection with any Environmental Law; (v) any administrative processes or proceedings or judicial proceedings in any way connected with any matter addressed in this Section 7(b); (vi) any acts of any Actor in arranging for disposal or treatment of Hazardous Substances from Alameda Point; or (vii) any personal injury, wrongful death, or property or other damage arising under any

statutory or common law or tort law theory relating to Hazardous Substances from Alameda Point, including damages assessed for private or public nuisance or for the conducting of an abnormally dangerous activity on or near Alameda Point.

(c) PG&E Indemnity. PG&E shall protect, indemnify defend and hold harmless City and its officers, directors, partners, employees, agents, affiliates, representatives, assigns and contractors from and against any and all suits, actions, liabilities, administrative or legal proceedings, claims, demands, losses, judgments, penalties, fines, damages, costs and expenses of whatsoever kind of character, including reasonable attorney's fees and expenses, for injury or death of persons or physical loss of or damage to property and persons to the extent it arises from or is related to PG&E's (including its employee or agents or contractors) negligent or willful misconduct in connection with the performance of this Agreement.

(d) PG&E Contractors' Insurance. Any third-party contractor working on behalf of PG&E ("Contractor") shall, at the expense of City, maintain Contractor's Pollution Legal Liability insurance in the amount of \$3 million per occurrence and \$3 million aggregate. The policy shall cover losses resulting from pollution conditions caused by PG&E's contracted operations. The policy shall include coverage for (i) cleanup costs, (ii) third-party bodily injury and (iii) property damage (including natural resource damage), and (iv) defense. The insurance shall also provide coverage for transportation and off-site disposal of materials. The policy shall not have any exclusions for asbestos or lead-based paint. The policy shall be written on an occurrence basis for all coverage sections. The City of Alameda shall be named as an additional insured under all insurance provided by Contractors including the Contractor's Pollution Legal Liability insurance but excluding Contractors' workers' compensation insurance policies. The naming of City as an additional insured shall not affect any recovery to which such additional insured would be entitled under a policy if not named as such additional insured. City shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on the policies or any extension thereof. Any other insurance held by City shall not be required to contribute anything toward any loss or expense covered by the insurance provided by Contractors' policies.

(e) Release. City hereby releases and forever discharges the PG&E Indemnitees from any and all liability and waives any claims, actions, causes of action, demands, liabilities, damages, costs, expenses or compensation whatsoever it may now have, or which it may have in the future, whether direct or indirect, known or unknown, foreseeable or unforeseeable, against the PG&E Indemnitees which are in any way connected with PG&E's gas operations at Alameda Point during the Interim Period. City's release shall apply to any claims or liabilities of whatsoever kind or nature including those resulting directly or indirectly from PG&E negligence. City hereby waives the protection of California Civil Code Section 1542, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Initials of City's Signatory: \_\_\_\_\_

### SECTION 8 NOTICES

(a) Form of Notice. Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

City  
Mailing Address: City of Alameda  
Alameda City Hall  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Tel: (510) 747-4700  
Attn: City Manager

with a copy to: City of Alameda  
Alameda City Hall  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Tel: (510) 747-4750  
Attn: City Attorney

PG&E  
Mailing Address: Pacific Gas and Electric Company  
6111 Bollinger Canyon Rd.  
San Ramon, CA 94583  
Tel: (925) 244-3083  
Attn: Lessly Wikle Field

(b) Alternative Forms of Notice. Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

City  
Telephone: (510) 747-4747  
Email: jott@alamedaca.gov  
Contact: Jennifer Ott, Base Reuse Director

PG&E

Telephone: (925) 244-3398

Email: S1St@pge.com

Contact: Sumeet Singh, Vice President Gas Asset and Risk Management

**SECTION 9 MISCELLANEOUS**

(a) Independent Parties. PG&E hereby declares that PG&E is engaged as an independent business and PG&E agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of PG&E, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of PG&E's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from City to PG&E, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to PG&E. Payments of the above items, if required, are the responsibility of PG&E.

(b) Non-Discrimination. Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, PG&E agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by PG&E or PG&E's employee on the basis of race, religious creed, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. PG&E agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

(c) CPUC Jurisdiction. This Agreement is subject to the approval by the CPUC. City agrees to cooperate fully in support of CPUC approval of this Agreement. This Agreement shall at all times be subject to such changes or modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction. Work done pursuant to this Agreement shall be in compliance with all applicable CPUC General Orders. PG&E and its activities under this Agreement are subject to applicable laws, regulations, rules and other restrictions. Nothing in this Agreement will be deemed to require PG&E to perform any act or fail to perform any act which would cause PG&E to be in violation thereof.

(d) Whole Agreement. This Agreement shall not be modified unless in writing and signed by both Parties. No oral statements or representation made by, or for, on behalf of either Party shall be a part of this Agreement.

(e) Waiver. A waiver by either Party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

(f) Force Majeure. PG&E shall make a reasonable attempt to provide the O&M in a timely and expeditious manner. However, PG&E shall not be responsible for any

delay in completion of its work resulting from shortage of labor or materials, strike, labor disturbances, war, weather conditions, Governmental Rule, acts of god, or any other cause or condition beyond the control of PG&E.

(g) No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any Person, other than the Parties hereto, any rights or remedies under or by reason of this Agreement.

(h) Severability. The invalidity of one or more clauses, sentences, or sections of this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

(i) Construction. Whenever in this Agreement the singular number is used, the same shall include plural where appropriate, and vice versa; and words of any gender in this Agreement shall include each other gender where appropriate. The headings in this Agreement are for convenience only and shall be disregarded in the interpretation hereof. The words "include" and "including" shall be interpreted as if followed by the words "without limitation." Reference to any Governmental Rule means such Governmental Rule as amended from time to time; and reference to any Governmental Authority includes such Governmental Authority's successor.

(j) Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, exclusive of conflicts of laws provisions.

IN WITNESS WHEREOF, the Parties have caused this Gas Service Operation and Maintenance Agreement to be executed as of the date first above written.

PACIFIC GAS AND ELECTRIC COMPANY

By: \_\_\_\_\_  
Name:  
Title:  
Date:

CITY OF ALAMEDA,  
a charter city and municipal corporation

By: \_\_\_\_\_  
Jill Keimach  
City Manager:  
Date:

**Recommended**

By: \_\_\_\_\_

Jennifer Ott  
Base Reuse Director

**Approved as to Form**

By: \_\_\_\_\_

Andrico Q. Penick  
Assistant City Attorney

## LIST OF EXHIBITS

- |           |   |
|-----------|---|
| EXHIBIT A | “Alameda Naval Base” – Alameda Point Map and Legacy Facilities  |
| EXHIBIT B | PG&E Facilities at the Former Naval Air Station as of May 2017  |
| EXHIBIT C | Draft Configuration for Replacement PG&E Facilities (§ 3(d))  |
| EXHIBIT D | Alameda Point Site Management Plan and Other Items<br>Described in Section 5(c)(v)                              |
| EXHIBIT E | PG&E Estimated Annual Costs for Gas Distribution O&M Services at<br>the Former Alameda Naval Air Station – 2017 |

**EXHIBIT A**

**"Alameda Naval Base" - Alameda Point Map and  
Legacy Facilities**



PACIFIC GAS & ELECTRIC COMPANY

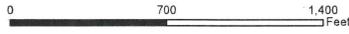
DIVISION : EAST BAY  
COUNTY : ALAMEDA

APPROXIMATE LOCATIONS  
VERIFY BY HAND TOOLS  
PACIFIC GAS AND ELECTRIC CO.

# Exhibit A Alameda Naval Base

MAP LAST UPDATED: 5/15/2017

DRAWN: kdbh



MAP FOR REFERENCE ONLY

"WARNING: Confidential, Proprietary Information

This document contains confidential, proprietary information that is the sole property of Pacific Gas and Electric Company (PG&E) and is intended for use only by authorized PG&E employees and agents.

Copyright Pacific Gas and Electric Company 2017"

**"PG&E is providing the City of Alameda with its mapping records of the Alameda NAS site.**

**The information contained in these maps is considered to be "as is"  
and may not be reliable because accurate records have never been available for the site".**



**EXHIBIT B**

**PG&E Facilities at the Former Naval Air Station as of  
May 2017**



# PG&E Facilities at the Former Naval Air Station as of May 2017

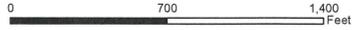
PACIFIC GAS & ELECTRIC COMPANY

DIVISION: EAST BAY  
COUNTY: ALAMEDA

## Exhibit B

APPROXIMATE LOCATIONS  
VERIFY BY HAND TOOLS  
PACIFIC GAS AND ELECTRIC CO.

MAP FOR REFERENCE ONLY

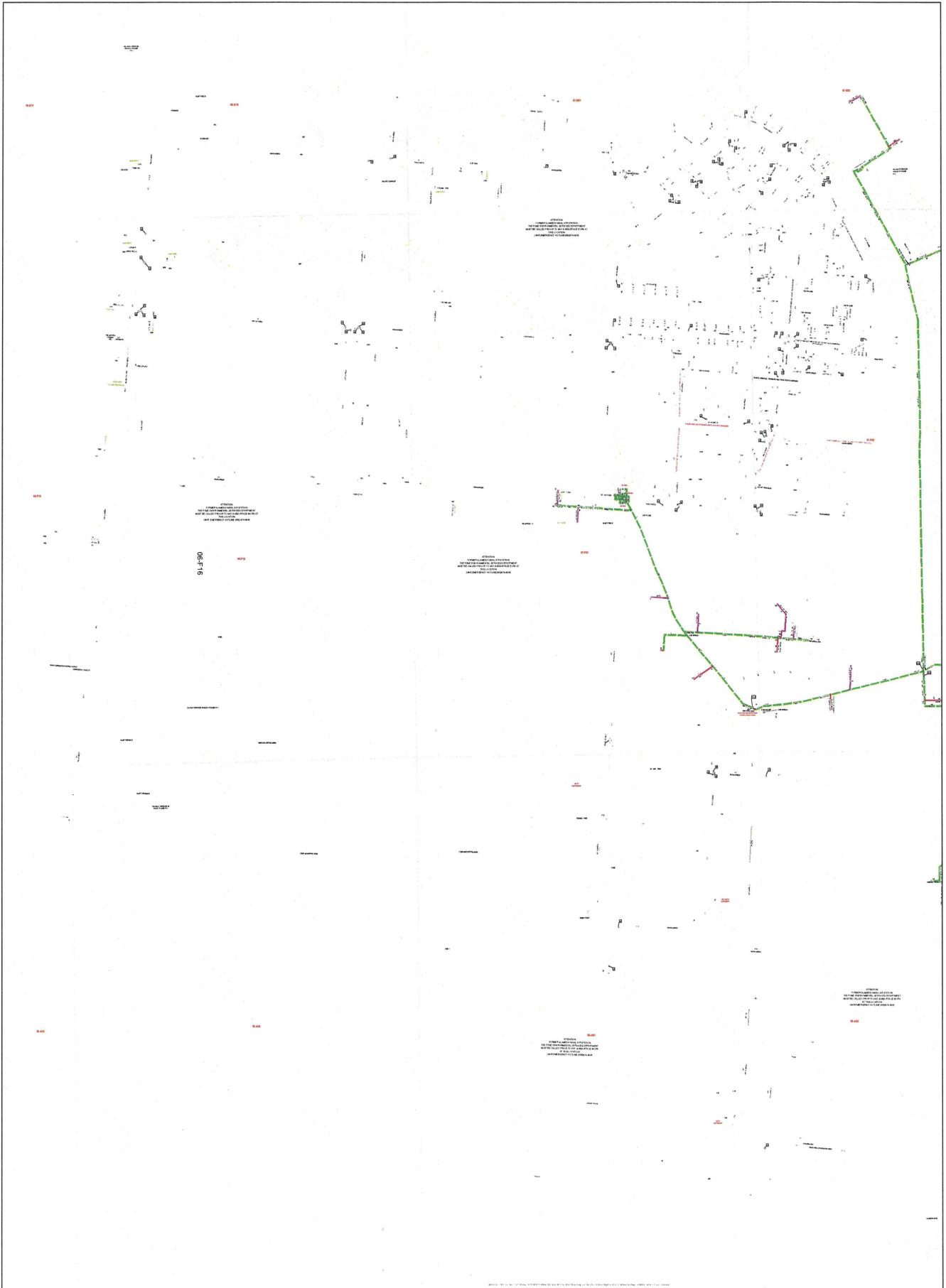


MAP LAST UPDATED: 5/15/2017

DRAWN: kabh

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**EXHIBIT C**

**Draft Configuration for Replacement  
PG&E Facilities (§ 3(d))**



PACIFIC GAS & ELECTRIC COMPANY

DIVISION : EAST BAY  
COUNTY : ALAMEDA

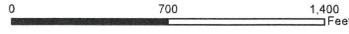
### Exhibit C

## Alameda Naval Base

MAP LAST UPDATED: 5/15/2017

DRAWN: kdbh

APPROXIMATE LOCATIONS  
VERIFY BY HAND TOOLS  
PACIFIC GAS AND ELECTRIC CO.



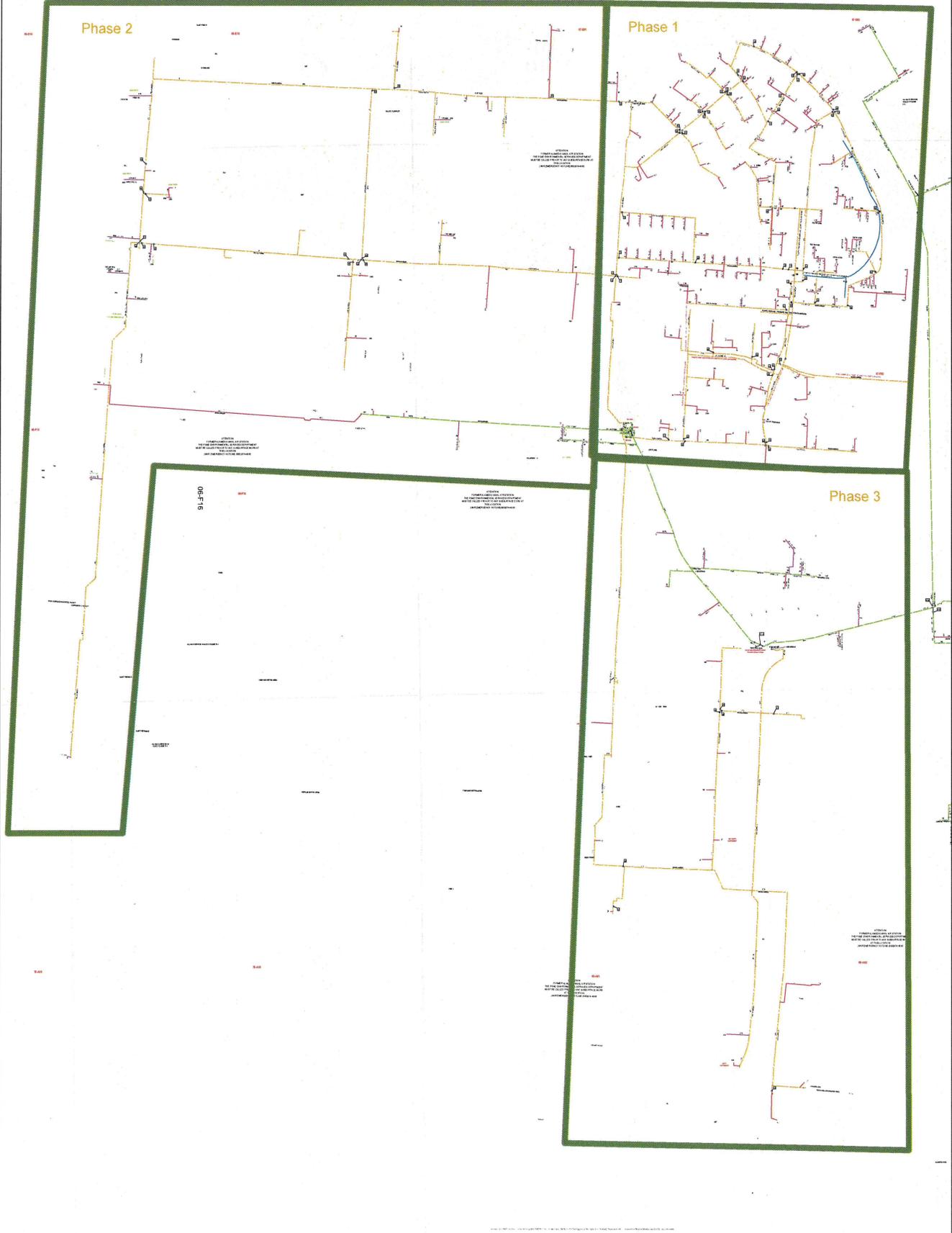
MAP FOR REFERENCE ONLY

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**"PG&E is providing the City of Alameda with its mapping records of the Alameda NAS site.  
The information contained in these maps is considered to be "as is"  
and may not be reliable because accurate records have never been available for the site".**



**EXHIBIT D**

**Alameda Point Site Management Plan  
and Other Items Described in Section**

## EXHIBIT D

### CONVEYANCE DOCUMENTS FOR PHASES [1- 3] FROM NAVY TO CITY

#### CONVEYANCE DOCUMENTS FOR PHASE 1 FROM NAVY TO CITY

- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-01-EDC, Parcel ALA-07-EDC, Parcel ALA-08-EDC, Parcel ALA-09-EDC, Parcel ALA-10-EDC, Parcel ALA-11- EDC, Parcel ALA-12-EDC, Parcel ALA-13-EDC, Parcel ALA-14-EDC, Parcel ALA-15-EDC, Parcel ALA-33-EDC, and Parcel ALA-44-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-02-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-03-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-04-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-05-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-06-EDC, Parcel ALA-16-EDC, Parcel ALA-17-EDC, and Parcel ALA-18-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-19-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-20-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-21-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-23-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-24-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-25-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-26-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits

## CONVEYANCE DOCUMENTS FOR [PHASES 1- 3] FROM NAVY TO CITY

- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-27-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-28-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-29-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-30-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-31-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-32-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-34-EDC and Parcel ALA-35-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-36-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-37-EDC, Parcel ALA-38-EDC, Parcel ALA-55-EDC, Parcel ALA-57-EDC, Parcel ALA-59-EDC, and Parcel ALA- 61-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-39-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-40-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-41-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-42-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-43-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-45-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits

## CONVEYANCE DOCUMENTS FOR [PHASES 1- 3] FROM NAVY TO CITY

- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-46-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-47-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-48-EDC, Parcel ALA-49-EDC, and Parcel ALA-50-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-51-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-52-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-53-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-54-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-56-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-58-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-60-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-62-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-63-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-64-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-65-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-66-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits

## **CONVEYANCE DOCUMENTS FOR [PHASES 1- 3] FROM NAVY TO CITY**

- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-67-EDC at Former NAS Alameda, recorded June 6, 2013, together with exhibits
- City of Alameda Marsh Crust Covenant to Restrict Use of Property relating to Parcel ALA-36-EDC (partial), recorded June 6, 2013, together with exhibits
- City of Alameda Marsh Crust Covenant to Restrict Use of Property relating to Parcel ALA-37-EDC (partial), Parcel ALA-38-EDC, Parcel ALA-39-EDC, Parcel ALA-55-EDC, Parcel ALA-56-EDC, Parcel ALA-57-EDC, Parcel ALA-59-EDC, Parcel ALA-60-EDC, and Parcel ALA-61-EDC, recorded June 6, 2013, together with exhibits
- City of Alameda Marsh Crust Covenant to Restrict Use of Property relating to Parcel ALA-31-EDC (partial), Parcel ALA-32-EDC, Parcel ALA-40-EDC, and Parcel ALA-41-EDC, recorded June 6, 2013, together with exhibits
- City of Alameda Marsh Crust Covenant to Restrict Use of Property relating to Parcel ALA-42-EDC, Parcel ALA-43-EDC, Parcel ALA-44-EDC (partial), Parcel ALA-45-EDC (partial), Parcel ALA-46-EDC (partial), Parcel ALA-47-EDC (partial), Parcel ALA-51-EDC, Parcel ALA-52-EDC, Parcel ALA-53-EDC, Parcel ALA-54-EDC (partial), Parcel ALA-62-EDC (partial), Parcel ALA-64-EDC (partial), Parcel ALA-65-EDC (partial), Parcel ALA-66-EDC (partial), and Parcel ALA-67-EDC (partial) recorded June 6, 2013, together with exhibits
- City of Alameda Petroleum Covenant to Restrict Use of Property relating to Parcel ALA-26-EDC, recorded June 6, 2013, together with exhibits
- City of Alameda Petroleum Covenant to Restrict Use of Property relating to Parcel ALA-02-EDC, recorded June 6, 2013, together with exhibits
- Navy Covenant to Restrict Use of Property relating to Installation Restoration Site 9 (Parcel ALA-52-EDC and Parcel ALA-53-EDC), recorded June 6, 2013, together with exhibits
- Navy Covenant to Restrict Use of Property relating to Installation Restoration Site 19 and a Portion of Installation Restoration Site 13 (Parcel ALA-62-EDC, Parcel ALA-64-EDC, and Parcel ALA-65-EDC), recorded June 6, 2013, together with exhibits
- Navy Covenant to Restrict Use of Property relating to a Portion of Installation Restoration Site 14 (Parcel ALA-02-EDC, Parcel ALA-03-EDC, Parcel ALA-04-EDC, and Parcel ALA-05-EDC), recorded June 6, 2013, together with exhibits
- Navy Covenant to Restrict Use of Property relating to a Portion of Installation Restoration Site 26 (Parcel ALA-21-EDC), recorded June 6, 2013, together with exhibits
- Navy Covenant to Restrict Use of Property relating to a Portion of Installation Restoration Site 27 (Parcel ALA-43-EDC, Parcel ALA-45-EDC, and Parcel ALA-46-EDC), recorded June 6, 2013, together with exhibits
- Navy Covenant to Restrict Use of Property relating to Installation Restoration Site 28 (Parcel ALA-58-EDC), recorded June 6, 2013, together with exhibits

## **CONVEYANCE DOCUMENTS FOR PHASE 2 FROM NAVY TO CITY**

- Covenant to Restrict Use of Property Environmental Restriction (Re: Former Naval Air Station Alameda for Portion of Installation Restoration Site 3 within OU-2B [Parcels ALA-70-EDC and ALA-71-EDC]), recorded April 15, 2016, together with exhibits
- Covenant to Restrict Use of Property Environmental Restriction (Re: Former Naval Air Station Alameda for Portion of Installation Restoration Site 16 within Operable Unit 1 [CERCLA Portions of Parcels ALA-75-EDC and ALA-77-EDC]), recorded April 15, 2016, together with exhibits

## CONVEYANCE DOCUMENTS FOR [PHASES 1- 3] FROM NAVY TO CITY

- Covenant to Restrict Use of Property Environmental Restriction (Re: Former Naval Air Station Alameda For Installation Restoration Site 17 within Operable Unit-4B ([Parcel ALA-68-EDC]), recorded April 15, 2016, together with exhibits
- Covenant and Environmental Restriction on Property (Re: Parcel No. ALA-22- EDC (partial), Former Naval Air Station Alameda), recorded April 15, 2016, together with exhibits
- Covenant to Restrict Use of Property Environmental Restriction (Re: Parcel No. ALA-70-EDC, ALA-71-EDC, ALA-72-EDC – DTSC Site Code 201971), recorded April 15, 2016, together with exhibits
- Covenant to Restrict Use of Property Environmental Restriction (Re: Parcel No. ALA-73-EDC – DTSC Site Code 201971), recorded April 15, 2016, together with exhibits
- Covenant to Restrict Use of Property Environmental Restriction (Re: Parcel No. ALA-75-EDC, ALA-76-EDC, and ALA-77-EDC – DTSC Site Code 201971), recorded April 15, 2016, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-22-EDC at Former NAS Alameda, recorded April 15, 2016, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-68-EDC at Former NAS Alameda, recorded April 15, 2016, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-69-EDC at Former NAS Alameda, recorded April 15, 2016, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-70-EDC at Former NAS Alameda, recorded April 15, 2016, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-71-EDC at Former NAS Alameda, recorded April 15, 2016, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-72-EDC at Former NAS Alameda, recorded April 15, 2016, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-73-EDC at Former NAS Alameda, recorded April 15, 2016, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-74-EDC at Former NAS Alameda, recorded April 15, 2016, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-75-EDC at Former NAS Alameda, recorded April 15, 2016, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-76-EDC at Former NAS Alameda, recorded April 15, 2016, together with exhibits
- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-77-EDC at Former NAS Alameda, recorded April 15, 2016, together with exhibits

## **CONVEYANCE DOCUMENTS FOR [PHASES 1- 3] FROM NAVY TO CITY**

### **CONVEYANCE DOCUMENTS FOR PHASE 3A FROM NAVY TO CITY**

- Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code Section 1471 for Parcel ALA-78-EDC at Former NAS, Alameda, together with exhibits
- Covenant to Restrict Use of Property Environmental Restriction (Re: Parcel No. ALA-78-EDC-DTSC Site Code 201971)

### **SITE MANAGEMENT PLAN (SMP):**

- Final Site Management Plan – Phases 1 and 2 Transfers Portion of Alameda Point: Including all documents referenced and linked in the SMP. Includes Phase 3A.

**EXHIBIT E**

**PG&E Estimated Annual Costs for Gas Distribution  
O&M Services at the Former Alameda Naval Air Station  
- 2017**

Exhibit E - PG&E Estimated Annual Costs for Gas Distribution O&M Services at the Former Alameda Naval Air Station - 2017

Item	MAT	Activity	Annual Unit Description	Units	Frequency	Unit Cost Description	Unit Cost	Estimated Annual Cost	Notes
1	DEA	Leak Survey -Foot	Services surveyed	400	Annual	\$/service surveyed	\$37.49	\$14,996.00	
2	FIH	AG Leak Repair Service - Traditional	Services Repaired	2	Annual	\$/leak repair	\$479.54	\$959.08	Leak rate based on historical site average of .26 per mile
3	FIG	Leak Repair Main - Traditional	Main Repairs	2	Annual	\$/leak repair	\$14,731.01	\$29,462.02	Leak rate based on historical site average of .26 per mile
4	74A	Meter Change (for existing loads)	Meters # of Customer	20	Annual	\$/meter	\$285.45	\$5,709.00	Assumes meter replacement at 20 year rate
5	DEE	Leak Investigation	Calls	10	Annual	\$/investigation	\$440.71	\$4,407.10	
6	52B	Emergency Repairs	Repairs	2	Annual	\$/repair	\$6,284.24	\$12,568	
7	DDK	Shut-in/Turn-on	Service shut-in/turn-on requested by customer	40	Annual	\$/shut-in	\$216.60	\$8,664.00	Assume 10% per year of 400 services
8	DGA	Cathodic Protection (CP) Reads	Rectifier reads	3	6 times/yr	\$/read	\$160	\$480.00	
9	DGD	CP Re-Survey	MV readings	10	Every 5 years	Hourly rate	\$160	\$1,600.00	Will perform in 2017. Assumes 2 reads/hour
10	DGC	CP Work Following Survey	As Needed	80	Every 5 years	Hourly rate	\$160	\$12,800.00	Flat work estimate of 80 hours
							<b>Total Estimated Annual Costs:</b>	<b>\$91,645.68</b>	

Actual costs will vary based on conditions.

For example, conditions found during CP re-survey, actual requests for locate and mark/customer shut-in/turn-on, and leaks found during survey or investigation, may result in different than estimated expenditures. Additionally, PG&E may perform survey or other work activities using alternative methods that could cost more or less.

Cost estimate based on 8 miles of installed main and 400 services