

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



October 19, 2016

**Advice Letters 3484-G/4443-E, 3484-G-A/4443-E-A
and 3484-G-B/4443-E-B**

Erik Jacobson
Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

**SUBJECT: Agreement with California High-Speed Rail Authority for Future
Relocation of PG&E's Facilities, in Accordance With GO 96-B,
Section 8.2.3**

Dear Mr. Jacobson:

Advice Letters 3484-G/4443-E, 3484-G-A/4443-E-A and 3484-G-B/4443-E-B are effective as of October 13, 2016, per Resolution G-3498 Ordering Paragraphs.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph
Director, Energy Division



Brian K. Cherry
Vice President
Regulatory Relations

Pacific Gas and Electric Company
77 Beale St., Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Fax: 415.973.7226

June 13, 2014

Advice 3484-G/4443-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Agreement With California High-Speed Rail Authority for Future Relocation of PG&E's Facilities, in Accordance With General Order 96-B, Section 8.2.3

Purpose

Pacific Gas and Electric Company ("PG&E" or "Company") has entered into a master agreement with California High-Speed Rail Authority ("CHSRA" or "Authority") to address the relocation or rearrangement of utility facilities to accommodate CHSRA's high speed rail project. The master agreement governs the obligations of PG&E and CHSRA in all aspects for electric and gas facility relocation to accommodate the CHSRA project, including but not limited to labor, materials, design and construction. Relocation of PG&E's facilities to accommodate CHSRA's project will be performed at CHSRA's sole expense, subject to certain credits to which CHSRA is entitled under the master agreement.

PG&E is notifying the Commission of the master agreement pursuant to General Order 96-B, Section 8.2.3, and requests the Commission issue disposition that this agreement is reasonable and in the public interest.

Background

CHSRA is responsible for the development and implementation of intercity high-speed rail service in California. The California High-Speed Train System will provide intercity, high-speed service on more than 800 miles of tracks throughout California, connecting the major population centers of Sacramento, the San Francisco Bay Area, the Central Valley, Los Angeles, the Inland Empire, Orange County, and San Diego. CHSRA's future improvements associated with the High-Speed Train System project will require PG&E to relocate or rearrange its electric and gas facilities that are in physical conflict with the new rail facilities.

The master agreement with CHSRA is entered into in lieu of the statutory procedures governing utility relocation to accommodate CHSRA's project set forth in the California

High Speed Rail Act.¹ The High Speed Rail Act requires CHSRA to pay the cost of utility relocation performed by utilities, subject to certain conditions.² In lieu of the statutory procedures governing utility relocation for state high speed rail construction, the High Speed Rail Act authorizes CHSRA to enter into contracts with utilities to address the respective obligations of the parties for relocation of utility facilities to accommodate the project.³ PG&E is willing to accommodate CHSRA's project and perform the necessary work under the terms and conditions of the master agreement.

The agreement for which PG&E seeks Commission approval is the Master Agreement between the Company and CHSRA regarding the relocation of electric and gas facilities in conjunction with CHSRA's project for the High-Speed Train System (Attachment 2).

Discussion

In addition to the statutory procedures in the High Speed Rail Act, the relocation of the Company's existing facilities is governed by Electric Rule 15.I.1 and Gas Rule 15.H.1, which provide the cost to relocate facilities at the request of or for the convenience of the applicant is performed at the applicant's expense.⁴ The Master Agreement with CHSRA establishes the terms and conditions governing the relocation or rearrangement of the Company's facilities in physical conflict with CHSRA's project. While the Master Agreement includes some of the same procedures for utility relocation in the High Speed Rail Act, it contains additional terms and conditions relating to the manner in which relocation work will be performed in support of CHSRA's project. The Company and CHSRA will enter into project specific Utility Agreements that memorialize the specific scope of relocation work for any particular segment of CHSRA's project, which will be performed under the general terms and conditions established in this Master Agreement.

Under the Master Agreement, the calculation of costs for relocation of facilities includes the actual and necessary cost of all engineering, labor and transportation, and all necessary materials, including any necessary new private rights-of-way that may be required. Section 5 of the Master Agreement recognizes that CHSRA will be provided

¹ Public Utilities Code Section 185500, et seq.

² Public Utilities Code Section 185502(c).

³ Public Utilities Code Section 185507(a)(2).

⁴ Electric Tariff Rule 15.I.1 provides, in pertinent part, "Any relocation or rearrangement of PG&E's existing facilities, at the request of, or to meet the convenience of an Applicant or customer, and agreed upon by PG&E, normally shall be performed by PG&E. ... Applicant or customer shall be responsible for the costs of all related relocation, rearrangement or other work." Substantially the same language appears in Gas Tariff Rule 15.H.1: "Any relocation or rearrangement of PG&E's existing facilities, at the request of, or to meet the convenience of an Applicant or customer, and agreed upon by PG&E, normally shall be performed by PG&E, at Applicant's expense. ... Applicant or customer shall be responsible for the costs of all related relocation, rearrangement or removal work."

three different classes of credits: 1) a credit for any betterment to the facilities resulting from the relocation; 2) a credit for the salvage value of any materials or parts salvaged and retained by the Company; and 3) a credit representing the accumulated depreciation of the facility to be relocated. These credits reflect the same credits that would otherwise apply to utility relocation under the High Speed Rail Act.⁵

Section 6 recognizes the Master Agreement does not apply to any “service” facilities for which CHSRA is the regularly billed sole customer or as defined by the Commission. PG&E’s provision of gas or electric service to CHSRA is therefore outside the scope of this Master Agreement.

Section 7 recognizes that CHSRA and PG&E intend to enter into project specific relocation Utility Agreements for discrete segments of CHSRA’s project and which will address such matters as billing, payment, documentation retention and accounting issues.

Section 10 establishes procedures to address any contamination that may be discovered during the course of the work, under which the parties will consider reasonable alternatives and schedule modifications.

Sections 11 and 12 establish procedures for providing a replacement land right for the utility facilities.

Section 18 establishes a procedure to address certain force majeure events which may result in a delay in the utility relocation work.

Section 19 expressly recognizes that PG&E is subject to the Commission’s regulation, and that CHSRA will not require PG&E to perform any act that would cause PG&E to be out of compliance with the Commission’s rules. This language is intended to address CHSRA’s potential concern with respect to any future modification of the Master Agreement that may be directed by the Commission in the exercise of its jurisdiction.

The gas and electric List of Contracts and Deviations have been revised to reflect the agreement; the affected tariff sheets are provided as Attachment 1. Because the Master Agreement applies only to the existing PG&E facilities in conflict with the CHSRA project, this filing will not affect any rate change, cause the withdrawal of service, or conflict with any rate schedule or rule. The Master Agreement recognizes that any future service facilities will be provided in accordance with PG&E’s tariffs and rates in effect at that time.

⁵ Public Utilities Code Section 185504.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than July 3, 2014, which is 20 days after the date of this filing. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Brian K. Cherry
Vice President, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E requests the Commission issue a resolution approving this advice letter effective **July 13, 2014**, which is 30 days from the date of this filing. PG&E submits this as a Tier 3 filing.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and/or via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>.

A handwritten signature in cursive script that reads "Brian Cherry / sw".

Vice President, Regulatory Relations

Attachment 1: Contracts and Deviations – PG&E Tariffs

Attachment 2: Master Agreement Between California High-Speed Rail Authority and PG&E for Future Relocation of PG&E Facilities to Accommodate the California High-Speed Rail Project

cc: California High-Speed Rail Authority

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: **Shirley Wong**

Phone #: **(415) 972-5505**

E-mail: **slwb@pge.com and PGETariffs@pge.com**

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3484-G/4443-E**

Tier: **3**

Subject of AL: **Agreement With California High-Speed Rail Authority for Future Relocation of PG&E's Facilities, in Accordance With General Order 96-B, Section 8.2.3**

Keywords (choose from CPUC listing): **Agreement, Compliance, Contracts**

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: _____

Resolution Required? Yes No

Requested effective date: **July 13, 2014**

No. of tariff sheets: **6**

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed:

Protests, dispositions, and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
ED Tariff Unit
505 Van Ness Ave., 4th Floor
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Brian K. Cherry, Vice President, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

**ATTACHMENT 1
Advice 3484-G**

**Cal P.U.C.
Sheet No.**

Title of Sheet

**Cancelling Cal
P.U.C. Sheet No.**

31294-G	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 22	24897-G
31295-G	GAS TABLE OF CONTENTS Sheet 1	31292-G
31296-G	GAS TABLE OF CONTENTS Sheet 7	29940-G



LIST OF CONTRACTS AND DEVIATIONS
 (Continued)

Sheet 22

Name and Location of Customer		Most Comparable Regular Tariff			
PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Schedule or Rule No.	Contract Difference
CORPORATE CENTER					
Federal Agencies					
General Services Administration	Res/Com/Ind	2-28-07 10 years	G.O. 96-A, X, B	-	Areawide Agreement
State Agencies					
California High-Speed Rail Authority	Rail Operation	04-25-14	Ref. Advice Letter 3484-G/4443-E	Gas Rules 15 & 16	Facility Relocation Procedures
Utilities					
Southern California Edison Company, Daggett, San Bernardino County	Inter	2-6-59 5 Years*5 8-16-82	D-59781 3-15-60 Res. G-2505 12-15-82	G-57	None
Southern California Gas Company, Southern Counties Gas Company and Pacific Lighting Service and Supply Company	Emergency	8-31-65 6-17-66 8-3-67*3 9-23-69 4-1-70*1 12-1-73	Res. G-1294 9-21-65 Res. G-1330 8-9-66 Res. G-1476 3-17-70 Res. G-1613 1-29-74		(Not Applicable)
Southwest Gas Corporation San Bernardino County	Resale	11-06-70 12-10-73 2-22-81*6	D-78342 2-22-71 Res. G-1633 4-30-74	G-62	None
Southwest Gas Corp. San Bernardino County, Los Angeles	Resale	1-13-82	Res. G-2529	Gas Rule 17	Supersedes Advice Letter 613-G, 4-19-71
Southern Calif. Edison Co. Los Angeles	Special	8-16-82	Res. G-2505 12-15-82	None	

*1 to *8 See last page of Gas Contracts and Deviations Section for explanation of footnotes.

(Continued)

Advice Letter No: 3484-G
 Decision No.

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed June 13, 2014
 Effective _____
 Resolution No. _____



GAS TABLE OF CONTENTS

Sheet 1

TITLE OF SHEET	CAL P.U.C. SHEET NO.	
Title Page	31295-G	(T)
Rate Schedules	31293,31212-G	
Preliminary Statements.....	31287,31290-G	
Rules	31087-G	
Maps, Contracts and Deviations.....	31296-G	(T)
Sample Forms	30592,30323-30326,30439,30327-G	

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Sheet 7

TITLE OF SHEET **CAL P.U.C. SHEET NO.**

Maps, Contracts and Deviations

SERVICE AREA MAPS:

Boundary Lines.....	17893-G
Fresno and Kings Counties.....	5166-G
Kern County..... 20917,20918,20919,20920,20921,10850,10851,9420,9421,10852,10853,10854,17893-G	
Enhanced Oil Recovery and Related Cogeneration.....	12067-G
Shasta and North Tehama Counties.....	7277-G
San Bernardino County.....	12926,12927-G
Ione Service Area.....	7689-G
Former McClellan Air Force Base Service Area.....	20388-G
Presidio of Monterey, Monterey County.....	22436-G

LIST OF CONTRACTS AND DEVIATIONS:

20211,13247,13248,28466,17112,22437,29938,14425,13254,14426,13808,29284,20390,
 16287,29333,29053, 29334,14428,13263,14365,29335,**31294**,16264,13267-G

(T)

(Continued)

**ATTACHMENT 1
Advice 4443-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
34147-E	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 60	26321-E
34148-E	ELECTRIC TABLE OF CONTENTS Sheet 1	33941-E
34149-E	ELECTRIC TABLE OF CONTENTS MAPS, CONTRACTS AND DEVIATIONS Sheet 22	33253-E



LIST OF CONTRACTS AND DEVIATIONS
 (Continued)

Sheet 60

Name and Location of Customer		Most Comparable Regular Tariff			
PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Schedule or Rule No.	Contract Difference
CORPORATE CENTER					
<u>Federal Agencies</u>					
Dept. of Transportation Federal Aviation Admin.	Coml	3-12-79 5 Years*1	---	Rule 15	Cost of Ownership Charge
General Services Administration	Res/Coml/Ind	2-28-07 10 Years	G.O.96-A,X.B.	---	Areawide Agreement
Dept. of Energy DOE Laboratories and Western Area Power Administration	Coml/Ind	3-17-99 10 Years	G.O.96-A,X.B.	---	Power Delivery Service
<u>State Agencies</u>					
State of California Dept. of Transportation	Street and traffic operations	4-24-00	G.O. 96-A,X.B	LS-3, TC-1	Applicability Deviation and Addendum
California High-Speed Rail Authority	Rail Operation	04-25-14	Ref. Advice Letter 3484-G/4443-E	Rules 15 and 16	Facility Relocation Procedures (N) (N)
<u>Supplemental Power</u>					
N62474-67-0101 U.S. Navy: Vallejo, Stockton, Dixon, Lemoore and Moffett Field	Supplemental	10-1-66 9-30-76	G.O.96-A,X.B. 11-28-67	---	Special Rate
DWR-855503 State of California Dept. of Water Resources State Water Project	Trans. & Exchange	11-18-66	G.O.96-A,X.B. 12-18-68	---	Special Rate Transmission, Exchange and Substation Service
<u>Developers/Subdividers</u>					
Various Developers, Lot-sale Subdivisions: 24 Cash Advances 35 Performance Bonds 53 Letters of Credit	Domestic Service	Various	Res. E-1316 3-21-72	Rule 15	Annual Charge for Excess Facilities

*1 to *4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.

(Continued)

Advice Letter No: 4443-E
 Decision No.

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed June 13, 2014
 Effective October 13, 2016
 Resolution No.



ELECTRIC TABLE OF CONTENTS

Sheet 1

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	Preliminary Statements	33840,32706,30376,32544,32398,33893,33670,33942-E	
	Rules	33841,32425,33725-E	
	Maps, Contracts and Deviations.....	34149-E	(T)
	Sample Forms.....	32777,32429,32726,33726,32504,33654,33209,32506,32648,32437,32508,32439-E	

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ELECTRIC TABLE OF CONTENTS
MAPS, CONTRACTS AND DEVIATIONS

Sheet 22

TITLE OF SHEET		CAL P.U.C. SHEET NO.
Maps, Contracts and Deviations		
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Map A Lassen Municipal Utility District/Surprise Valley.....		10423-E
Map B Sacramento Municipal Utility District.....		4524-E
Map C Modesto Irrigation/Turlock Irrigation District.....		4525-E
Map D SoCalEdison.....		4671-E
Map E Palo Alto.....		4672-E
Map F Redding.....		13310-E
Map G Healdsburg.....		13079-E
Map H Lompoc.....		13372-E
Map I Gridley.....		13780-E
Map J Presidio of Monterey, Monterey County.....		21634-E

LIST OF CONTRACTS AND DEVIATIONS

13819, 13794, 21541, 21542, 12000, 12001, 13672, 12003, 19350, 11435, 12004, 20977,
 19351, 12006, 21635, 21636, 29591, 12009, 11191, 12010, 11193, 11194, 11195, 12969,
 31155, 12012, 29592, 33251, 29670, 13296, 12955, 19353, 12018, 12019, 12020, 12021,
 12022, 12023, 30666, 17259, 12026, 13092, 11211, 12027, 12028, 16703, 12030, 12031,
 14035, 29593, 12032, 23621, 11219, 12034, 20831, 12036, 11223, 11986, 11987, **34147**, (T)
 16898, 34149-E

(Continued)

Advice Letter No: 4443-E
 Decision No.

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed June 13, 2014
 Effective _____
 Resolution No. _____

Advice 3484-G/4443-E

June 13, 2014

ATTACHMENT 2

Master Agreement Between California High-Speed Rail Authority and PG&E for Future Relocation of PG&E Facilities to Accommodate the California High-Speed Rail Project

MASTER AGREEMENT
BETWEEN
CALIFORNIA HIGH-SPEED RAIL AUTHORITY
AND
PACIFIC GAS AND ELECTRIC COMPANY

PARTIES:

The State of California, acting by and through California High-Speed Rail Authority ("Authority"), which term Authority includes its officers, agents, contractors, successors and assigns and other public agencies performing projects in connection with California's High-Speed Rail Project ("HSR Project"), and Pacific Gas and Electric Company ("Owner"), which term "Owner" includes its officers, agents, contractors, successors and assigns, hereby agree as follows:

RECITALS:

- A. Owner owns, operates or maintains, in the State of California, Facilities as defined herein, of which certain Facilities may be operated under regulations of the California Public Utilities Commission.
- B. Authority is responsible for the HSR Project, as defined herein, and from time to time the HSR Project requires the Relocation of Owner's Facilities.
- C. Authority and Owner desire to enter into a contract establishing the terms and conditions to perform the above-referenced Relocations.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Master Agreement ("Master Contract") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority and Owner agree as follows:

1. This Master Contract shall govern exclusively the obligations of Authority and Owner in regard to Facility Work described herein in lieu of determination under any other laws, and prior contracts and agreements which would be applicable to this work. This Master Contract shall apply throughout the State of California to the Authority's HSR Project. As used in this Master Contract, the following terms have the following meanings:
 - (A) "Facility" or "Facilities" means any Utility owned and operated by Owner.
 - (B) "Facility Work" means all services, labor, materials, and other efforts to be provided and performed including the following general categories: scheduling,

utility relocation, demolition, permitting, survey, geotechnical, design, environmental mitigation, construction, quality control, and quality assurance for design and construction, community relations, quality inspection and testing, construction safety and security program, systems testing, preparation of Computer-Aided Design and Drafting As-Builts, coordination with jurisdictional authorities (governments, public and private entities), utility companies, railroad companies, and local communities, and other efforts necessary or appropriate to complete the design and construction required for Relocation of Facilities in conjunction with the HSR Project.

- (C) "HSR Project" means the development and implementation of intercity high-speed rail service throughout the State of California as defined under current provisions of Sections 2704 et seq. of the Streets and Highways Code and Sections 185030 et seq. of the Public Utilities Code.
- (D) "Notice to Owner" means a formal written notice to relocate.
- (E) "Relocation" means removal, relocation, abandonment, protection or any other rearrangement of Owner's Facility as ordered and approved by Authority to accommodate Authority's HSR Project. Relocation shall include, but not be limited to: preparation and submission by Owner and approval by Authority of relocation plans or drawings sufficiently engineered to allow construction of the ordered Relocation, and a detailed estimate by Owner of the actual and necessary cost of the ordered Relocation.
- (F) "Utility" means Owner's electric and gas Facilities, and communications associated therewith. The necessary appurtenances to each Facility shall be considered part of such Utility. Without limitation, any Service Line connecting directly to a Utility shall be considered an appurtenance to that Utility, regardless of the ownership of such Service Line. However, when used in the context of the removal, relocation and/or protection of facilities to accommodate the HSR Project, the term "Utility" or "utility" specifically excludes (a) traffic signals, street lights, and crossing equipment, as well as any electrical conduits and feeds providing service to such facilities, and (b) cellular telecommunications towers and related facilities. For this purpose, all electrical lines that connect (directly or indirectly) to traffic signals, street lights, and/or crossing equipment shall be deemed to provide service to such facilities if they do not carry electricity that will serve any other types of facilities.
- (G) "Wasted Work" means design or construction work performed by Owner, upon written direction from the Authority, for a Relocation rendered useless or unnecessary as a result of the Authority's cancellation and/or scope of changes as

agreed by both parties of the HSR Project. This term includes any other design or construction work that is needed to accomplish the scope of work for the Relocation and is subsequently rendered unnecessary at some later date.

- (H) "Betterment" means the difference in cost between the intended Relocation of Owner's Facility proposed and submitted by Owner for Authority's approval and a Relocation which would provide the Owner with equivalent substitute Facilities for those Facilities requiring Relocation to accommodate Authority's project. As employed herein, betterment does not include those differences in cost caused by changes in manufacturing standards, availability of materials, or regulatory requirement.
 - (I) "Private Right-of-Way of Owner" means a property right held by Owner in the form of either a recorded or fully executed deed in the usual form or other valid instrument recorded or fully executed and conveying a permanent property right for the Facility within the HSR Project right-of-way that is subject to a recorded Joint Use Agreement (JUA) or Consent To Common Use Agreement (CCUA).
 - (J) "Hazardous Material(s)" means any hazardous substance, hazardous material, or hazardous waste as defined under state or federal law.
2. The work to be performed under this Master Contract shall be all work necessary to accomplish Relocation of Owner's existing Facilities as necessitated by Authority's HSR Project.
 3. All work under this Master Contract shall be preceded by the issuance of a written Notice to Owner by Authority.
 4. The cost of all work to complete the Relocation of Owner's existing Facilities necessitated by Authority's HSR Project shall be calculated pursuant to the provisions of Paragraph 5 and shall be performed at the Authority's sole expense.
 5. Cost of Relocation includes the actual and necessary cost of all engineering, labor and transportation, and all necessary materials exclusive of any dismantled Facilities used in any Relocation, together with reasonable and usual indirect and overhead charges attributable to that work, and any necessary new private Facility right-of-way involved in the Relocation, except:
 - (A) The Authority shall be entitled to credits as follows:
 - i. The amount of any Betterment to the Facility resulting from such Relocation.

- ii. The salvage value of any materials or parts salvaged and retained by Owner.
- iii. If a new Facility or portion thereof is constructed to accomplish such Relocation, an amount bearing the same proportion to the original cost of the displaced facility or portion thereof as its age bears to its normal expected life.

$$\text{Credit} = \frac{\text{Age of facility}}{\text{Normal expected life}} \times \text{Original cost}$$

(B) A credit shall not be allowed against any portion of the cost that is otherwise chargeable to Owner.

- 6. This Master Contract does not apply to "Service" facilities for which Authority is the regularly billed sole customer for the commodity provided, or as defined by California Public Utilities Commission. Where Owner is the owner of a part of, or of a present undivided part interest in, any Facility, this Master Contract shall apply to the extent of such interest.
- 7. For each Relocation, Authority and Owner shall enter into a project specific Utility Agreement setting forth, among other things, the Relocation arrangements between the parties regarding cost apportionment, billing, payment, documentation, documentation retention, and accounting.

When all or a portion of the Utility Work is to be performed by the Owner, the Owner agrees to provide and furnish all necessary labor, materials, tools, and equipment required, and to execute said work diligently to completion and to: (i) perform work with its own forces, or (ii) cause the work to be performed by a contractor, employed by Owner pursuant to a written contract, or (iii) cause the work to be performed through a contract with a qualified bidder, selected pursuant to a valid competitive bidding procedure to perform work of this type.

Upon the issuance of a Notice to Owner, or as otherwise agreed upon in the specific Utility Agreement, the Owner shall diligently undertake, or cause to be undertaken, the Facility Work in accordance with the Authority's reasonable schedule.

- 8. Authority will pay, in its entirety, that portion of the cost of the Relocation constituting Wasted Work.
- 9. If Authority requires the Relocation within its right-of-way of any Facility more than once during a ten-year period, Authority shall pay the cost of that second Relocation, and any

subsequent additional Relocations of that Facility within such ten-year period on any subsequent or additional project.

10. Upon discovery of Hazardous Material in connection with the Relocation, both Owner and Authority shall immediately confer to explore all reasonable alternatives and agree on a course of action, and Owner shall immediately reschedule the work to complete the Relocation in accordance with Authority's reasonable schedule and in compliance with existing statutes or regulations concerning the disposition of Hazardous Material.
 - (A) Authority will pay, in its entirety, those costs for additional necessary effort undertaken by Owner to comply with existing statutes or regulations concerning the disposition of Hazardous Material found as a consequence of that Relocation, unless such conditions are attributable to Owner's existing installation or operation.
 - (B) Each party to this Master Contract retains the right to pursue recovery of its share of any such Hazardous Material related costs from the other party or third parties in accordance with existing law.
11. Whenever Owner's affected Facilities will remain within the existing Private Right-of-Way of Owner, and these Facilities will fall within the right-of-way of the HSR Project under the jurisdiction of the Authority, Authority and Owner shall jointly execute an agreement for common use of the subject area which agreement shall also confirm any prior rights held by Owner in said Private Right-of-Way of Owner.
12. Whenever Owner's affected Facilities will be relocated from the existing Private Right-of-Way of Owner to a new location that falls outside such existing Private Right-of-Way of Owner, the Authority shall convey or cause to be conveyed a new right-of-way for such relocated Facilities as will correspond to the existing Private Right-of-Way of Owner. For such Relocations, the Authority shall issue, or cause to be issued, to Owner, without charge to Owner or credit to Authority, appropriate replacement rights in the new location mutually acceptable to both Authority and Owner for those rights previously held by Owner in its existing Private Right-of-Way. In discharge of Authority's obligations under this Paragraph, in the event that the new location falls within the right-of-way of the HSR Project under the jurisdiction of Authority, Authority and Owner shall jointly execute an agreement for joint use of said new area which agreement shall also confirm any prior rights held by Owner in said Private Right-of-Way of Owner. In consideration for these replacement rights being issued by Authority, Owner shall subsequently convey to Authority, or its nominee, within Authority's Right-of-Way, all of its corresponding right, title and interest within Owner's existing Private Right-of-Way so vacated.

If the existing Private Right-of-Way of Owner includes fee title, Authority shall acquire from Owner, for just compensation under State law, those property rights required by Authority for the HSR Project by separate transaction, leaving to Owner those remaining property rights appropriate for the placement and operation of Owner's Facilities in the Private Right-of-Way of Owner.

13. This Master Contract shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties. None of the rights, obligations or interests of either party under this Master Contract shall be assigned, in whole or in part, by operation of law or otherwise, without the written consent of the other party, not to be unreasonably withheld, in the form of a formal written amendment, except that either party may assign the Master Contract to its successor or any entity acquiring all or substantially all of such party's assets.
14. This Master Contract may be amended, changed or altered by mutual consent of the parties in writing.
15. Either party, upon one year's written notice, may terminate this Master Contract, except that, notwithstanding that termination, the provisions of this Master Contract shall remain in full force and effect with respect to any Relocation of Facilities required under a Notice to Owner issued prior to the Master Contract termination.
16. Time shall be of the essence of this Master Contract.
17. No state funds or resources are allocated or encumbered as against this Master Contract and Authority's obligations and duties expressed herein are conditioned upon the passage of the annual State Budget Act and the allocation of funds by the California Department of Finance and the encumbrance of funds under a project specific Utility Agreement.
18. Neither the Owner nor the Authority (the "non-performing party") shall be liable to the other for any failure to perform under this Master Contract to the extent such performance is prevented by any occurrence beyond the reasonable control of the non-performing party (a "Force Majeure Occurrence"), but only to the extent that the non-performing party did not cause the Force Majeure Occurrence or that by exercise of due foresight such party could not reasonably have been expected to avoid and that the party is unable to overcome by the exercise of due diligence; provided that the non-performing party claiming the excuse from performance:
 - 18.1. Promptly notifies the other party of the Force Majeure Occurrence and its estimated duration,
 - 18.2. Uses reasonable efforts to mitigate the effects of the Force Majeure Occurrence, and

18.3. Resumes performance as soon as reasonably practicable after the Force Majeure Occurrence ends.

A Force Majeure Occurrence includes, without limitation: (i) an act of civil or military authority, (ii) an act of God, epidemic, blockade, rebellion, war, riot, act of terrorism or civil commotion, fire, earthquake, unusually severe weather conditions, flood or inundation, power blackout or natural catastrophe, (iii) material or facility shortages or unavailability, (iv) actions or inactions of legislative, judicial, or regulatory agencies of competent jurisdiction, including without limitation, any failure to obtain, delay in obtaining, or revocation of, any permit, license or other governmental approval or clearance or the conduct of any governmental review, (v) discovery at, near or on the site of any archaeological, paleontological, cultural, biological or other protected resources, provided that the existence of resources was not disclosed in the Master Contract, (vi) any lawsuit seeking to restrain, enjoin, challenge or delay construction of the HSR Project or the granting or renewal of any governmental approval of the HSR Project, (vii) any strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar occurrence affecting the HSR Project;

If any such event of Force Majeure Occurrence occurs, if requested by the Authority, the Owner and the Authority will meet and confer to discuss what additional efforts are mutually acceptable to reduce impact to the schedule.

19. As described in Recital A above, the Authority understands that the Owner is a public utility and is subject to regulation by the California Public Utilities Commission for certain actions and operations. The Authority further understands that Owner is required to comply with all applicable orders, rules, regulations, policies and administrative practices ("CPUC Rules") prescribed thereby. The Authority will not require the Owner to perform any act or fail to perform any act, or require any action which would cause Owner to be in violation of CPUC Rules.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Master Contract effective the last day and year written below.

PACIFIC GAS AND ELECTRIC COMPANY

BY: Janet C. Loduca DATE: April 17, 2014
NAME: Janet C. Loduca
ITS: Vice President - Environmental

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

BY: Jeff Morales DATE: 4.25.14
NAME: Jeff Morales
ITS: Chief Executive Officer

**PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV**

AT&T	Douglass & Liddell	Occidental Energy Marketing, Inc.
Alcantar & Kahl LLP	Downey & Brand	OnGrid Solar
Anderson & Poole	Ellison Schneider & Harris LLP	Pacific Gas and Electric Company
BART	G. A. Krause & Assoc.	Praxair
Barkovich & Yap, Inc.	GenOn Energy Inc.	Regulatory & Cogeneration Service, Inc.
Bartle Wells Associates	GenOn Energy, Inc.	SCD Energy Solutions
Braun Blasing McLaughlin, P.C.	Goodin, MacBride, Squeri, Schlotz & Ritchie	SCE
California Cotton Ginners & Growers Assn	Green Power Institute	SDG&E and SoCalGas
California Energy Commission	Hanna & Morton	SPURR
California Public Utilities Commission	In House Energy	San Francisco Public Utilities Commission
California State Association of Counties	International Power Technology	Seattle City Light
Calpine	Intestate Gas Services, Inc.	Sempra Utilities
Casner, Steve	K&L Gates LLP	SoCalGas
Cenergy Power	Kelly Group	Southern California Edison Company
Center for Biological Diversity	Linde	Spark Energy
City of Palo Alto	Los Angeles County Integrated Waste Management Task Force	Sun Light & Power
City of San Jose	Los Angeles Dept of Water & Power	Sunshine Design
Clean Power	MRW & Associates	Tecogen, Inc.
Coast Economic Consulting	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Commercial Energy	Marin Energy Authority	TransCanada
Cool Earth Solar, Inc.	McKenna Long & Aldridge LLP	Utility Cost Management
County of Tehama - Department of Public Works	McKenzie & Associates	Utility Power Solutions
Crossborder Energy	Modesto Irrigation District	Utility Specialists
Davis Wright Tremaine LLP	Morgan Stanley	Verizon
Day Carter Murphy	NLine Energy, Inc.	Water and Energy Consulting
Defense Energy Support Center	NRG Solar	Wellhead Electric Company
Dept of General Services	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Division of Ratepayer Advocates	North America Power Partners	