

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 5803E
As of May 27, 2020

Subject: Amendment No. 2 to Supplement No. 2 Under the Master Agreement with the Peninsula Corridor Joint Powers Board Regarding the Peninsula Corridor

Division Assigned: Energy

Date Filed: 04-06-2020

Date to Calendar: 04-10-2020

Authorizing Documents: E-4811

Disposition:	Accepted
Effective Date:	05-06-2020

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Annie Ho

415-973-8794

pgetariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov

April 6, 2020

Advice 5803-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Amendment No. 2 to Supplement No. 2 Under the Master Agreement with the Peninsula Corridor Joint Powers Board Regarding the Peninsula Corridor Electrification Project in Accordance with General Order 96-B, Section 9.2.3 and Resolution E-4811

Purpose

Pacific Gas and Electric Company (PG&E) requests approval of this agreement with the Peninsula Corridor Joint Powers Board (JPB or Caltrain) for work related to the design and extension of electric transmission facilities to two JPB traction power substations to provide power for the Caltrain Modernization Program (Electrification Project). The agreement amends the Authorized Amount under Supplements No. 2 to the Master Agreement to \$27,800,000.

The agreement is Amendment No. 2 to Supplement No. 2 to the Master Agreement between PG&E and JPB (the Master Agreement). ¹ The Master Agreement, Supplement No. 1 and the Amendment to Supplement No. 1 were all approved by the California Public Utilities Commission (CPUC or Commission) in Resolution E-4811, subject to the conditions contained therein. Supplement No. 2 was approved by the Commission in Resolution E-4985. As required by Ordering Paragraph 3 of Resolution E-4811, PG&E is submitting this Amendment for approval by the Commission pursuant to Section 9.2.3 of General Order (G.O.) 96-B, and Section 5.3 (8) of the Energy Industry Rules.

Background

The background of the Electrification Project is set forth in PG&E's Advice 4853-E and in Resolution E-4811. The Master Agreement, approved in Resolution E-4811 subject to the conditions therein, governs the overall relationship between PG&E and Caltrain with respect to the Electrification Project. Individual scopes of work are or will be addressed in "Supplements" that will set forth the particular scope of work, the

¹ A copy of Amendment No. 2 to Supplement No. 2 is attached as Attachment 1.

authorized dollar amount, and various milestones, deliverables, and respective responsibilities.

Supplement No. 1, as amended, was approved by Resolution E-4811 with the authorized contract amount of up to \$2,900,000 for PG&E to conduct preliminary engineering and design for the interconnection of JPB's two traction power stations. Supplement No. 2 was approved by Resolution E-4985 with an authorized contract amount of up to \$1,000,000 for PG&E's monitoring of and assistance with Caltrain's work on interties for its two traction power substations, including the scope of environmental review, permit responsibility, and land rights.

Amendment No. 1 to Supplement No. 2 was signed to increase the authorized contract amount \$1,000,000 to \$2,800,000. PG&E had originally estimated \$2,800,000 for the defined work scope; however, JPB originally had limited the authorized amount to only \$1,000,000. Amendment No. 1 to Supplement No. 2 was executed by JPB and PG&E on April 4, 2018.

An Amendment 2 to Supplement No. 2 was signed to increase the authorized contract amount \$2,800,000 to \$27,800,000. Amendment No. 2 to Supplement No. 2 was executed by JPB and PG&E on March 24, 2020.

Discussion

Amendment No. 2 to of Supplement No. 2 includes the following modifications to the original agreement:

- A "Recitals" section was added to provide rationale for contract amount increase
- Section 1: Definitions changes
 - "Buy America" updated to include Code of Federal Regulations guidance
 - "Caltrain Work" modified to include new scope
 - "Caltrain Former Work" added to reference work prior to this Amendment
 - "Old Supp. 2" added to differentiate between Amendment No. 1 and 2
 - The following definitions have been removed in its entirety
 - "Approved Material Supplier"
 - "Approved Subcontractors"
 - "Expansion Land Rights"
 - "Good Utility Practice"
 - "PG&E Flowdown Terms"
- Section 2 provides an update of the authorized amount to \$27,800,000
- Section 3 "Design, Engineering, Procurement, Construction" was modified to align with the new scope of work
- Section 4 was added to provide specific details on the Buy America Process which references Supplement No. 3
- Section 5 was added to provide clarity on the process of a "Handoff by JPB" to PG&E

- Section 6, “1.Responsibility as Between JPB and Design-Build Contractor” was revised:
 - With further responsibilities of Design-Build Contractor
 - Removed Subcontractor language (note that this change also prompted elimination of the following sections in Amendment No. 1: “Standards”, “Subcontractors”, “Hazardous Materials” and “PG&E Assistance”)
 - Requires Design-Build Contractor to procure insurance coverages with commercially reasonable insurance limits as are required by JPB and listing PG&E as the additional insured
- Section 7, “Hold Points” was modified by reducing items JPB shall submit to PG&E
- Section 8, “Responsibility for Property Acquisition and Permits” was revised to provide more details on the overall process on the responsibilities for property acquisition and permits
- Section 9, “Ownership of Assets; Transfer of Ownership” has been condensed to only include “Interties to be Owned by PG&E”, “Exclusive Use of Interties”, “Items Conveyed Free of Liens” and “Materials Warranties”
- Section 10, “Cost Allocation” establishes JPB shall be 100% responsible of the cost of activities under Supplement No. 2, Caltrain Work and ITCC
- Section 11 establishes that PG&E will provide status update and project schedule to JPB on a monthly basis
- Section 12, “Environmental Review” was revised to include “PG&E Work” in language
- Section 13 was added to address JPB acknowledgments
- Section 14, “Buy America Cites Correction” addresses the last sentence of Section 2 of the Master Agreement was incorrect and is restated as the following:

The “Buy America” provisions of 49 U.S.C. § 5323(j) and the related FTA requirements found at 49 C.F.R. Part 661, do not apply to any work under this Agreement unless expressly stated in the applicable Supplement.

Protests

*****Due to the COVID-19 pandemic and the shelter at home orders, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to EDTariffUnit@cpuc.ca.gov and PGETariffs@pge.com*****

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than April 27, 2020 which is 21 days² after the date of this submittal. Protests must be submitted to:

² The 20-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

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:

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582
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 that this Tier 2 advice submittal become effective on regular notice, May 6, 2020, which is 30 calendar days after the date of submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and 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 submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

_____/S/

Erik Jacobson
Director, Regulatory Relations

Attachments

Attachment 1: Amendment No. 2 to Supplement No. 2 Under Master Agreement

cc: Liria Larano, Caltrain
Zhenlin Guan, Caltrain
Julie A. Sherman, Hanson Bridgett LLP
Joan Cassman, Hanson Bridgett LLP



ADVICE LETTER 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 E)

Utility type:

☒ ELC ☐ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: AMHP@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 5803-E

Tier Designation: 2

Subject of AL: Amendment No. 2 to Supplement No. 2 Under the Master Agreement with the Peninsula Corridor Joint Powers Board Regarding the Peninsula Corridor Electrification Project in Accordance with General Order 96-B, Section 9.2.3 and Resolution E-4811

Keywords (choose from CPUC listing): Agreement

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: E-4811

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:

Confidential treatment requested? ☐ Yes ☒ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? ☐ Yes ☒ No

Requested effective date: 5/6/20

No. of tariff sheets: N/A

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: XXX

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

¹Discuss in AL if more space is needed.

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Erik Jacobson, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility Name: Pacific Gas and Electric Company
Address: 77 Beale Street, Mail Code B13U
City: San Francisco, CA 94177
State: California Zip: 94177
Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
Email: PGETariffs@pge.com

Name:
Title:
Utility Name:
Address:
City:
State: District of Columbia Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Clear Form

Attachment 1

Amendment No. 2 to Supplement No. 2 Under Master Agreement

Supplement No. 2 Amendment No. 2

Under Master Agreement ("Master Agreement") dated April 29, 2016 between Peninsula Corridor Joint Powers Board ("JPB" or "Caltrain") and Pacific Gas and Electric Company ("PG&E")

Project: Caltrain Electrification

This is Amendment No. 2 to Supplement No. 2 ("Supp. 2") under the Master Agreement, dated March 24, 2020, and effective on the later of the two dates on the execution page hereto. Capitalized terms used herein but not defined herein have the meaning given in the Master Agreement or another Supplement.

RECITALS

A. Under Supp. 2, JPB undertook most of the responsibility for design, engineering, procurement, and construction of the Interties (under the Old Supp. 2, as defined below, known as the "Caltrain Work" and hereunder known as the "Caltrain Former Work"), as well as to acquire certain land rights. As of the date of this Amendment, some of the Caltrain Former Work is finished and some is not.

B. JPB has determined that certain portions of the Caltrain Former Work might be effected more expeditiously by PG&E, notwithstanding certain inefficiencies which will inevitably result from transferring responsibilities to PG&E at this stage; and PG&E is willing to take on such responsibilities upon the terms and conditions stated herein (the "Handoff").

AGREEMENT

Amendment and Restatement of Supp. 2. Sections 1-14 of Supp. 2 are hereby amended and restated to read in full as follows:

1. Definitions.

"Amendment No. 1" means Supplement No. 2 Amendment No. 1 between the Parties, dated April 4, 2018.

"Amendment No. 2" means Supplement No. 2 Amendment No. 2 between the Parties, dated March 24, 2020.

"Applicable Law" means all local, state, and federal laws, rules, regulations, ordinances, building code or other codes, statutes, or regulations, or lawful orders of Governmental Authorities that are relevant to proper and safe performance of the Caltrain Work or PG&E Work, as applicable, as well as occupancy and operation of the PG&E Work, including but not limited to, all applicable FERC, NERC, CalISO, U.S. DOT, and CPUC regulations, rules, orders, decisions, and requirements.

"Buy America" means 49 U.S.C. § 5323(j) and the related FTA requirements found at 49 C.F.R. Part 661, as applicable, guidance and requirements.

"Caltrain Former Work" is defined in Recital A to Amendment No. 2.

"Caltrain Work" means (a) participating in the Buy America process as described in Section 4, (b) effecting the handoff of certain responsibilities, the transmittal of certain information, and other acts, as described in Section 5, (c) maintaining responsibility for procurement of certain

materials as described in Section 5(g), and (d) procuring, issuing, and conveying land rights, and procuring permits, as described in Section 8.

“Governmental Authority” means any federal, state or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity, other than JPB.

“Governmental Authorization” means any approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, agreement, concession, grant, franchise, registration, or ruling, required by or with any Governmental Authority in order to design and construct the Interties and the PG&E Facilities, or operate the Interties and PG&E Facilities), including any supplemental documents or amendments thereto.

“Hazardous Materials” means any hazardous substance, hazardous material, or hazardous waste as defined under state or federal law.

“Interties” is defined in Section 3.

“ITCC” is defined in Section 10(c).

“New Land Rights” is defined in Section 8(a).

“Old Supp. 2” means Supp. 2 as in effect prior to amendment pursuant to Amendment No. 2.

“PG&E Facilities” means the PG&E Substations and any other existing PG&E facilities which will or may require any modifications due to the Electrification Project.

“PG&E Substations” means PG&E’s FMC Substation and South San Francisco Substation.

“PG&E Work” means the PG&E work at the PG&E Facilities in support of the Electrification Project.

“Subcontractor” means a party entering into a contractual agreement with JPB, JPB’s prime contractor or another Subcontractor for any portion of the Caltrain Work. For the avoidance of doubt, a prime contractor of JPB is also a Subcontractor.

2. Authorized Amount. The Authorized Amount under this Supplement No. 2, as amended by the Amendment No. 1 and Amendment No. 2, for PG&E’s activities hereunder, is \$27,800,000 (Twenty-Seven Million Eight Hundred Thousand Dollars).
3. Design, Engineering, Procurement, Construction. Except as otherwise provided herein, PG&E shall have responsibility for the remaining portion of design, engineering, procurement and construction of the interties and all appurtenant facilities from, but not including, the PG&E Substations, to, and including, the PG&E meter within Caltrain’s traction power substations (the “Interties”), after accounting for portions already completed as part of the Caltrain Former Work and properly conveyed to PG&E as contemplated by Section 5, as further detailed below:
 - A. Remaining Design and Engineering

- B. As and when applicable, Class 3, Class 2, and Class 1 Cost Estimates (Using AACE classification as a guide, <http://www.aacei.org>)
 - C. Remaining order of materials
 - D. Construction, inspection, testing, and commissioning, including coordinating interconnection with JPB's Design-Build Contractor for temporary and permanent power (who shall be instructed by JPB to cooperate appropriately)
 - E. All post-construction activities, including without limitation as-built surveys and other documentation and record-keeping activities
 - F. Exchange of information as needed with Caltrain's design/build contractor(s), including providing technical support with respect to portions of the Electrification Project besides the Interties
 - G. Program and Project Management
 - H. Any agreements between the parties as to implementation, memorialization, and customary documentation of the work hereunder.
4. Buy America Process. The PG&E Work shall be subject to the Buy America compliance procedures set forth in Supplement No. 3 Section 7 ("BA Process") and the indemnity in Supplement No. 3 Section 8 shall apply. With respect to materials as to which JPB will retain procurement responsibilities as contemplated by Section 5(g), JPB represents that compliance with Buy America was required and followed by its Design-Build Contractor and that PG&E will not examine in any respect whether such materials are compliant with Buy America, and is under no obligation to report to JPB even if the materials seem to be noncompliant.
5. Handoff by JPB. JPB shall have responsibility for transferring and conveying to PG&E whatever knowledge, work product, and materials as have been produced or procured in the course of the Caltrain Former Work. This will include, without limitation:
- (a) Upon request, disclosing to PG&E the applicable terms of its prime contract or applicable subcontract for the Caltrain Former Work.
 - (b) Delivering to PG&E reports on the status of the Caltrain Former Work, and all drawings delivered to date.
 - (c) Notwithstanding that Section 5 of the Master Agreement continues to apply to depletion of and replenishment of the Authorized Amount, substantiating to PG&E that the Authorized Amount should be sufficient to complete the PG&E Work.
 - (d) Deeding to PG&E promptly following execution of the Amendment No. 2 any New Land Rights already obtained by JPB in the name of JPB.
 - (e) Disclosing to PG&E any impediments which PG&E may encounter in performing the PG&E Work, which are known or suspected by JPB.

(f) Delivering to PG&E a comprehensive list of materials already ordered, so as to avoid duplication of ordering and omission of any items from PG&E's bill of materials; and delivering to PG&E materials ordered under the Caltrain Former Work already in, or coming into, JPB's possession, at times and places reasonably directed by PG&E.

(g) Continuing with procurement of those materials which the Parties agree in writing will continue to be JPB's responsibility, and delivering or causing to be delivered such materials to PG&E at times and places reasonably directed by PG&E.

6. Responsibility as Between JPB and Design-Build Contractor. Any statement herein to the effect that JPB requires the Design-Build Contractor and/or Subcontractors to perform an action means that JPB has contractually obligated or will contractually obligate the Design-Build Contractor and/or Subcontractors and also means that JPB is responsible hereunder to PG&E for that action to occur, regardless of contractual performance by the Design-Build Contractor and/or Subcontractors. JPB agrees to require the Design-Build Contractor to cause the Caltrain Work to be performed by Design-Build Contractor or by Subcontractors, employed by written contract to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefor, and to prosecute said Caltrain Work diligently to completion. JPB shall require its Design-Build Contractor and its Subcontractors to procure such insurance coverages with commercially reasonable insurance limits as are required by JPB, and shall name PG&E as an additional insured.
7. Hold Points. JPB shall submit to PG&E the following items *prior to* the time/event indicated in the second column, and shall obtain PG&E's written approval of the item before proceeding, such approval not to be unreasonably withheld.

<u>Item for PG&E Approval</u>	<u>Submission and Approval of PG&E Prior To:</u>
Draft agreements for land rights relating to the Interties (except where the agreement is, in all material respects, in a form already agreed by PG&E)	Conveyance or acquisition of land rights for the Interties, to the extent required
Governmental Authorizations (if any)	Construction by PG&E

8. Responsibility for Property Acquisition and Permits.

(a) *Property Under Interties.* To the extent necessary, JPB will convey or acquire the parcels and real property rights necessary for PG&E to perform the PG&E Work and for PG&E to own and operate the Interties (together, the "New Land Rights"). JPB will as soon as practicable provide to PG&E a property identification plan, describing all required property rights, including temporary construction easements, potential right-of-way conflict and relocation work related thereto and recommendations on mitigation of the potential conflicts. The plan will identify the APN and ownership interests, and include a preliminary title report identifying existing property rights. For the avoidance of doubt, the New Land Rights for towers or other PG&E Facilities on land owned by JPB shall be easements, in form and substance satisfactory to PG&E.

(b) *Land Rights.* Prior to PG&E performing any PG&E Work on non-PG&E' property, JPB shall convey or acquire sufficient rights for PG&E to occupy the property and perform the PG&E Work.

(c) *JPB to Obtain Permits for Caltrain Work.* JPB shall be responsible, at JPB's sole cost and expense, (i) for compliance with all laws, rules, and regulations, including all environmental laws, rules, and regulations, applicable to the Caltrain Work, (ii) to obtain, by the time required for performance of the Caltrain Work, all Governmental Authorizations or other agreements or approvals that may be necessary from Governmental Authorities or third parties for any Caltrain Work, unless Applicable Law requires PG&E to obtain a required Governmental Authorization; and (iii) to not proceed with the applicable Caltrain Work until all required Governmental Authorizations have been obtained.

(d) *Land Rights to be Issued to PG&E.* All New Land Rights and land rights conveyed or acquired pursuant to Section 8(b), in each case conveyed or acquired by JPB after the execution date of the Amendment No. 2, shall be granted to PG&E.

(e) *Permits for PG&E Work.* To the extent Applicable Law requires PG&E to obtain a required Governmental Authorization (such as, potentially, notices to and authorizations from the CPUC under its General Order 131-D) applicable to the Caltrain Work or PG&E Work, JPB shall fund the acquisition of such Governmental Authorizations by PG&E (including funding and preparing supporting applications and other documentation, in coordination with PG&E for PG&E's submittal) and reasonably cooperate with and assist PG&E in its efforts to obtain them. PG&E shall cooperate with JPB within reasonable timeframes to obtain such Governmental Authorizations. In advance of any facility permitting, JPB shall consult with PG&E in evaluating and determining what Governmental Authorization (including but not limited to from the CPUC), if any, may be required.

(f) *Start of Construction.* PG&E will not commence construction activities within the PG&E Work, until (i) all New Land Rights and land rights contemplated by Section 8(b), have been granted and are vested in PG&E and are consistent with the preliminary title report included in the property identification plan described in Section 8(a), and the documentation described in Section 7, and (ii) all required Governmental Authorizations have been obtained.

(g) *Compliance with Permits.* JPB and the Design-Build Contractor and its Subcontractors, shall comply with local, state and/or private utility permitting requirements necessary to complete the Caltrain Work, including but not limited to payment of all fees, furnishing all warranties and insurances, adherence to design, construction and safety standards, mitigation measures and complying with all other required provisions.

9. Ownership of Assets; Transfer of Ownership.

(a) *Interties to be Owned by PG&E.* The Interties will be owned and operated by PG&E. Title to any JPB-procured materials to be incorporated into the Interties, as well as any materials created under the Caltrain Former Work, shall transfer to PG&E upon delivery of such materials to PG&E pursuant to Section 5 or otherwise. Upon request, JPB will deliver to PG&E a bill of sale for such items, in form and substance satisfactory to PG&E.

(b) *Exclusive Use of Interties.* The Parties acknowledge and agree that the Interties are solely and exclusively for the benefit of the JPB's Electrification Project and the JPB will have the ability to utilize said Interties for the life of said project. PG&E

agrees that it will remain compliant with Electric Rule 2 ("Description of Service") with respect to any modifications that would alter the Interties, so as to not compromise them or impact their ability to effectively serve their purpose of providing sufficient electricity (as agreed to by the Parties) to and benefitting the Electrification Project.

(c) *Items Conveyed Free of Liens.* JPB warrants that the materials conveyed to PG&E by JPB are conveyed free and clear of all liens, stop payment notices, claims, security interests or encumbrances in favor of JPB, its consultants and Subcontractors, suppliers, equipment vendors, and other persons and entities entitled to make a claim by reason of having provided design services, labor, materials or equipment.

(d) *Materials Warranties.* JPB shall assign all material warranties to PG&E along with transfer of title. Materials conveyed by JPB to PG&E shall benefit from the same length and type of warranty as would apply if PG&E were purchasing such materials, and in any event shall have a minimum one-year duration. JPB shall notify PG&E of the warranty period and other warranty terms for materials conveyed to PG&E.

10. Cost Allocation. JPB shall be responsible for one hundred percent (100%) of the costs of (a) PG&E's activities under this Supplement No. 2, (b) the Caltrain Work, and the New Land Rights, and land rights contemplated by Section 8(b), and (c) the Income Tax Component of Contribution ("ITCC") as described in PG&E's CPUC tariffs.
11. Project Updates. PG&E will provide to JPB a monthly status and projected schedule for the PG&E Work.
12. Environmental Review. JPB shall ensure that the environmental effects of the Caltrain Work and PG&E Work that is the subject of this Supplement No. 2, as well as future PG&E Work, which will be the subject of one or more future Supplement(s), encompassing the substation work at East Grand Substation in South San Francisco and FMC Substation in San Jose are included and analyzed in JPB's environmental review, regardless of whether JPB or PG&E will obtain any Governmental Authorizations associated with the Caltrain Work and PG&E Work encompassing the substation work at East Grand Substation and FMC Substation. Prior to commencement of any Caltrain Work or PG&E Work, JPB shall provide to PG&E documentation showing that analysis of the environmental effects of the Caltrain Work and PG&E Work encompassing the substation work at East Grand Substation and FMC Substation has been included in the applicable CEQA/NEPA documentation.
13. JPB Acknowledgments. JPB acknowledges and agrees as follows, none of which shall be subject to any restrictions of confidentiality on PG&E's part:
 - (a) (i) PG&E makes no assurances or projections as to cost or time of completion of the PG&E Work; (ii) it may take longer, and cost more, for PG&E to perform the tasks transferred to PG&E Work pursuant to the Amendment No. 2 than it would have if JPB had done so; and (iii) there will certainly be duplication of effort, increased cost in some respects, and delay (for example, without limitation, resulting from PG&E now needing to obtain certain Governmental Authorizations), as a result of the transfer of responsibilities pursuant to the Amendment No. 2. PG&E assumes no responsibility for any schedule delay, cost increases, or costs generally, for any reason, resulting from the Handoff.

(b) That JPB has already performed certain tasks in the Caltrain Former Work does not mean that PG&E will accept that those tasks have been performed adequately or that materials are appropriate, and do not need to be modified or re-performed/re-acquired, at the cost of JPB. JPB remains responsible for having performed the Caltrain Former Work in accordance with the Supplement No. 2 prior to its amendment hereby.

(c) JPB will not in any forum or context disparage PG&E for perceived excess costs, perceived schedule delays, or perceived deficiency in PG&E's performance of the tasks undertaken by PG&E from JPB pursuant to the Amendment No. 2.

(d) PG&E will be submitting the Amendment No. 2 for approval to the CPUC in accordance with CPUC rules.

(e) JPB will instruct the Design-Build Contractor to deliver its interconnection tests results to PG&E and otherwise to reasonably cooperate with PG&E in connection with the Handoff and PG&E Work.

(f) JPB agrees to pay PG&E's reasonable costs of outside counsel in connection with drafting and negotiation of Amendment No. 2.

14. Buy America Cites Correction. The Parties agree that the last sentence of Section 2 of the Master Agreement contains an incorrect statutory reference, and shall therefore be restated in full as follows:

The "Buy America" provisions of 49 U.S.C. § 5323(j) and the related FTA requirements found at 49 C.F.R. Part 661, do not apply to any work under this Agreement unless expressly stated in the applicable Supplement.

By signing this Amendment No. 2 to Supplement No. 2, both parties agree to the terms hereof.

PACIFIC GAS AND ELECTRIC COMPANY

By:



Name: Michael Lewis

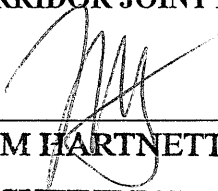
April 6, 2020

Date:

Title: Senior Vice President Electric Operations

PENINSULA CORRIDOR JOINT POWERS BOARD

By:



Name: JIM HARTNETT

March 25, 2020

Date:

Title: EXECUTIVE DIRECTOR

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

AT&T	Downey & Brand	Pioneer Community Energy
Albion Power Company	East Bay Community Energy	Redwood Coast Energy Authority
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	Regulatory & Cogeneration Service, Inc.
	Energy Management Service	SCD Energy Solutions
Alta Power Group, LLC	Engineers and Scientists of California	
Anderson & Poole		
Atlas ReFuel	GenOn Energy, Inc.	SCE
BART	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
Barkovich & Yap, Inc.	Green Power Institute	SPURR
California Cotton Ginners & Growers Assn	Hanna & Morton	San Francisco Water Power and Sewer
California Energy Commission	ICF	Seattle City Light
California Public Utilities Commission	IGS Energy	Sempra Utilities
California State Association of Counties	International Power Technology	Southern California Edison Company
Calpine	Intestate Gas Services, Inc.	Southern California Gas Company
	Kelly Group	Spark Energy
Cameron-Daniel, P.C.	Ken Bohn Consulting	Sun Light & Power
Casner, Steve	Keyes & Fox LLP	Sunshine Design
Cenergy Power	Leviton Manufacturing Co., Inc.	Tecogen, Inc.
Center for Biological Diversity		TerraVerde Renewable Partners
		Tiger Natural Gas, Inc.
Chevron Pipeline and Power	Los Angeles County Integrated	TransCanada
City of Palo Alto	Waste Management Task Force	Troutman Sanders LLP
	MRW & Associates	Utility Cost Management
City of San Jose	Manatt Phelps Phillips	Utility Power Solutions
Clean Power Research	Marin Energy Authority	Utility Specialists
Coast Economic Consulting	McKenzie & Associates	Water and Energy Consulting Wellhead
Commercial Energy		Electric Company
Crossborder Energy	Modesto Irrigation District	Western Manufactured Housing
Crown Road Energy, LLC	NLine Energy, Inc.	Communities Association (WMA)
Davis Wright Tremaine LLP	NRG Solar	Yep Energy
Day Carter Murphy		
Dept of General Services	Office of Ratepayer Advocates	
Don Pickett & Associates, Inc.	OnGrid Solar	
Douglass & Liddell	Pacific Gas and Electric Company	
	Peninsula Clean Energy	