

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE



April 1, 2020

Advice Letter 4215-G/55761-E

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

**SUBJECT: Amendment to Utility Agreement With California High-Speed Rail
Authority for Relocation of PG&E's Facilities in Accordance with General
Order 96-B, Section 9.2.3 and Resolution E-4886**

Dear Mr. Jacobson:

Advice Letter 4215-G/55761-E is effective as of March 15, 2020.

Sincerely,

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

Edward Randolph
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division

February 14, 2020

Advice 4215-G/5761-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Amendment to Utility Agreement With California High-Speed Rail Authority for Relocation of PG&E's Facilities in Accordance with General Order 96-B, Section 9.2.3 and Resolution E-4886

Purpose

Pacific Gas and Electric Company (PG&E or Company) requests approval of the Amendment No. 1 to Utility Agreement HSR 14-32 with the California High Speed Rail Authority (CHSRA or the Authority) for certain work related to relocation or rearrangement of utility facilities to accommodate the High-Speed Rail Project (the CHSRA Project).

Background

In 2017, PG&E and CHSRA entered into Utility Agreement HSR 14-32 relating to utility relocation work within the 22-mile segment of CHSRA's project one-mile north of the Tulare and Kern County line and Poplar Avenue to the south, known as Construction Package 4 (CP4)¹. CP 4 will include construction of at-grade, retained fill and aerial sections of the high-speed rail alignment and the relocation of four miles of existing Burlington Northern Santa Fe (BNSF) tracks.

Discussion

Amendment No. 1 to Utility Agreement HSR 14-32 include the following modifications to the original agreement:

1. This amendment extends the term of the Utility Agreement for an additional five years, to June 30, 2024.

¹ The northern limit of CP4 is the southern limit of CP2-3 (Utility Agreement HSR 13-57 filed in Advice 4154-G/5651-E dated September 30, 2019)

2. The following provisions in Exhibit A have been amended:

- a. Section 2 was modified to include additional definitions of terms appearing in the Amendment (Design Review Deliverables, Design Review Approval, Pre-Construction Deliverables, Project Closeout Documents, Red-lined Drawings, Surveys) and a modification to an existing definition (Betterments).
- b. Section 3.7(c) was modified to include more detail procedures surrounding the conveyance of land rights.
- c. Section 3.8 was modified to clarify the deadlines surrounding certain hold points in the sequencing of work.
- d. Section 6.3 was modified to clarify details surrounding the billing procedure, including the understanding of the parties for compliance with federal cost contract principles and procedures, to the extent applicable.
- e. Section 8.6 was modified to clarify the disclaimer of consequential damages includes any delays to the Authority's schedule.
- f. Section 8.8 was modified to clarify there is no representation as to the timing or issuance of any required regulatory approvals.

3. Exhibit B, General Terms and Conditions, Section 4 was modified to include within the audit procedures a requirement that CHSRA provide PG&E with a scope and process prior to the start of an audit on PG&E's billing. Additional terms were also added to Exhibit B, Section 5 to further clarify dispute resolution procedures.

4. The following provisions in Exhibit C have been amended:

- a. Section 1: revised language to clarify PG&E's requirement to have its subcontractors, vendors and service providers comply with its obligations under the Utility Agreement.
- b. Section 4: revised language relating to compliance with certain federal debarment regulations.
- c. Certain federal flow down requirements that had appeared in Sections 6, 8, 10, 11, and 12 (relating to Safety Oversight, Labor Provisions, Cargo Preference, Seismic Safety and Recycled Products) have been eliminated from the Utility Agreement as they are not applicable; these sections now state: "[Intentionally Omitted]"
- d. Section 7: revised language relating to environmental protection to

acknowledge there are no existing EPA list of violating facilities, and to recognize PG&E will provide any necessary support or assistance for purposes of federal environmental review.

- e. Section 15: modified language relating to enforcement remedies associated with the use of ARRA funds.
 - f. Section 21: replaced in its entirety and states new language on Fraud and False Statements and Related Acts.
 - g. Section 22: modified language relating to cooperation with CHSRA on its reporting requirements under ARRA.
- 5. Exhibit E: replaced in its entirety with updated rates.
 - 6. Exhibit G: "Sample Invoice Form" is replaced in its entirety by "Exhibit G – Form of Invoice Form".
 - 7. Exhibit H: Authority's Easement Deed is added as Exhibit H.
 - 8. Exhibit I: Joint Use Agreement is hereby added as Exhibit I.
 - 9. Exhibit J: Consent to Common Use Agreement is hereby added as Exhibit J.
 - 10. Exhibit K: Owner's Facilities That Have Been Constructed or Released for Construction Prior to January 1, 2020 is hereby added as Exhibit K.

The foregoing modifications to HSR 14-32 are consistent with amendments to other Utility Agreements that were recently entered into between PG&E and the Authority and filed with the Commission.² With the exception of these modifications, all of the terms and conditions, including the original contract amounts of a maximum of \$15,560,000 in HSR 14-32, remain in full force and effect.

Safety

The actual work performed under this agreement presents no specific safety risks to the public or employees. All designs and specifications produced will conform to all current and applicable Commission, industry and Company safety requirements.

The List of Contracts and Deviations for electric service has been revised to reflect the agreement; the affected tariff sheets are listed in Attachment 2. This submittal will not affect any rate change, cause the withdrawal of service, or conflict with any rate schedule or rule.

² Advice 4154-G/5651-E dated September 30, 2019 relating to Amendment No. 1 to Utility Agreement HSR 13-57 and Amendment No. 2 to Utility Agreement HSR 15-36.

Protests

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than March 5, 2020, which is 20 days after the date of this submittal. 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:

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 March 15, 2020, which is 30 days after the date of this 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. 1 to Utility Agreement HSR 14-32
Attachment 2 – List of Contracts and Deviations

cc: Kendall Bonebrake, Chief Counsel, California High Speed Rail Authority
Kendall.Bonebrake@hsr.ca.gov



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 U39M)

Utility type:

☒ ELC ☒ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@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) #: 4215-G/5761-E

Tier Designation: 2

Subject of AL: Amendment to Utility Agreement With California High-Speed Rail Authority for Relocation of PG&E's Facilities in Accordance with General Order 96-B, Section 9.2.3 and Resolution E-4886

Keywords (choose from CPUC listing): Compliance

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

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: Res. E-4886

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: 3/15/20

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: See Attachment 2

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. 1 to Utility Agreement HSR 14-32

UTILITY AGREEMENT AMENDMENT

Agreement Number
HSR 14-32 PG&E

Amendment Number
1

1. This Agreement is entered into between the State Agency and the Owner named below:

STATE AGENCY'S NAME

California High-Speed Rail Authority

OWNER'S NAME

Pacific Gas and Electric Company

2. The term of this January 1, 2017 through June 30, 2024

Agreement is: or upon execution the commencement date shall be such later date that this Agreement has been fully executed by both Parties

3. The maximum amount \$15,560,000.00 for Design & Construction Oversight Only.
of this Agreement is: Fifteen Million Five Hundred Sixty Thousand and 00/100 Dollars.

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. STD 213, Section 2 is amended to extend the term four (4) years and six (6) months and shall read as follows:

"The term of this Agreement is January 1, 2017 through June 30, 2024."

2. Exhibit A – Utility Agreement is replaced in its entirety by the attached Exhibit A – Utility Agreement.
3. Exhibit B – General Terms and Conditions, Section 4 – AUDIT, shall be amended to add the following sentence to the end of the section: "Any audit to be conducted as provided in this paragraph shall be carried out pursuant to the scope and process communicated to PG&E prior to the start of the audit."

STD 213A, Section 4 is continued on the following page.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

OWNER

OWNER'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Pacific Gas and Electric Company, a California corporation

BY (Authorized Signature)



DATE SIGNED (Do not type)

12/17/19

PRINTED NAME AND TITLE OF PERSON SIGNING

Andrew K. Williams, Vice President of Shared Services

ADDRESS

77 Beale Street, San Francisco CA 94105

STATE OF CALIFORNIA

AGENCY NAME

California High-Speed Rail Authority

BY (Authorized Signature)



DATE SIGNED (Do not type)

12/24/19

PRINTED NAME AND TITLE OF PERSON SIGNING

Joseph Hedges, Chief Operating Officer

ADDRESS

770 L Street, Suite 620, Sacramento, CA 95814

4. Exhibit B – General Terms and Conditions, Section 5 – DISPUTES, shall be amended to add the following three (3) sentences to the end of the section: “If Owner determines that the item in dispute causes undue risk to Owner, Owner may stop work until the dispute is resolved. Such work stoppage shall only pertain to work subject to such dispute causing the undue risk to Owner. Notwithstanding the foregoing, the specific dispute resolution procedures set forth in Exhibit A, Section 3.7(iii) shall govern any dispute relating to conveyance of replacement land rights.”
5. Exhibit C – Supplemental Federal and Authority Terms and Conditions, Section 1 – FEDERAL REQUIREMENTS is replaced in its entirety and shall read as follows:

“Owner understands that Authority has received Federal funding from the Federal Rail Administration (FRA) for the HSR Project and acknowledges that Authority is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. Owner acknowledges that federal laws, regulations, policies and related administrative practices may change and that such changed requirements will apply to the HSR Project. Owner shall require its subcontractors, vendors and service providers retained by Owner under this Utility Agreement to meet the requirements set forth in this Utility Agreement.

Notwithstanding anything to the contrary contained in this Agreement (with the exception of Owner’s Buy America obligations, which are completely described in this Exhibit C), all applicable FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Owner shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause Authority to be in violation of FRA requirements.”

6. Exhibit C – Supplemental Federal and Authority Terms and Conditions, Section 4 – DEBARMENT AND SUSPENSION, Paragraph 1 is replaced in its entirety and shall read as follows:

“This Agreement is a covered transaction for purposes of 2 C.F.R. 1200. As such, Owner is required to comply with 2 C.F.R. Part 1200 and any implementing laws, regulations or other guidance.”

7. Exhibit C – Supplemental Federal and Authority Terms and Conditions, Section 6 – SAFETY OVERSIGHT is replaced in its entirety and shall read as follows:

“[Intentionally Omitted]”

8. Exhibit C – Supplemental Federal and Authority Terms and Conditions, Section 7 – ENVIRONMENTAL PROTECTION is replaced in its entirety and shall read as follows:

“Owner and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. **Clean Air:** Owner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
 - B. **Clean Water:** Owner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
 - C. **Energy Conservation:** Owner agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6421 *et seq.*)
 - D. **Agreement Not To Use Violating Facilities:** Owner and the Authority acknowledge that the EPA does not currently maintain a List of Violating Facilities; however, in the event the EPA re-commences the maintenance of such list and the Authority notifies Owner of this change, the following shall apply to the Agreement: Owner agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. Owner shall promptly notify Authority if Owner or its contractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that Owner's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
 - E. **Environmental Protection:** Upon request, Owner shall provide any necessary support and assistance to the Authority and/or the FRA in complying with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*
 - F. **Incorporation of Provisions:** Owner shall include the above provisions (A) through (E) in every subcontract hereunder exceeding \$50,000 financed in **whole** or in part with federal assistance provided by the FRA."
9. Exhibit C – Supplemental Federal and Authority Terms and Conditions, Section 8 – LABOR PROVISIONS is replaced in its entirety and shall read as follows:
"[Intentionally Omitted]"
10. Exhibit C – Supplemental Federal and Authority Terms and Conditions, Section 10 – CARGO PREFERENCE is replaced in its entirety and shall read as follows:
"[Intentionally Omitted]"
11. Exhibit C – Supplemental Federal and Authority Terms and Conditions, Section 11- SEISMIC SAFETY is replaced in its entirety and shall read as follows:
"[Intentionally Omitted]"
12. Exhibit C – Supplemental Federal and Authority Terms and Conditions, Section 12- RECYCLED PRODUCTS is replaced in its entirety and shall read as follows:
"[Intentionally Omitted]"

13. Exhibit C – Supplemental Federal and Authority Terms and Conditions, Section 15- ENFORCEABILITY is replaced in its entirety and shall read as follows:

“Owner agrees that if Owner or one of its contractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, provided that all applicable cure periods have expired or Owner has elected not to cure any such purported noncompliance, then the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws. Notwithstanding the prior sentences, the Authority agrees that repayment of funds provided hereunder to Owner shall act to release any claim the Authority might otherwise have against Owner for noncompliance with requirements contained herein that were investigated as part of the applicable audit.”

14. Exhibit C – Supplemental Federal and Authority Terms and Conditions, Section 21- FRAUD AND FALSE STATEMENTS AND RELATED ACTS is replaced in its entirety and shall read as follows:

“A. Owner acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. 13), as amended, 31 U.S.C. § 3801 *et seq.*, and USDOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. In addition to other penalties that may be applicable, Owner further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on Owner to the extent the Federal Government deems appropriate and is allowed under the law.

B. Owner also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FRA, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on Owner, to the extent the Federal Government deems appropriate and is allowed under the law.

C. Owner agrees to include the above two paragraphs in each Subcontract financed in whole or in part with federal assistance provided by FRA. It is further agreed that the paragraphs shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

D. Owner agrees that it shall promptly notify Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds to the extent required by applicable law.”

15. Exhibit C – Supplemental Federal and Authority Terms and Conditions, Section 22- REPORTING REQUIREMENTS is replaced in its entirety and shall read as follows:

“Owner agrees, if requested by the Authority in writing, to cooperate with the Authority in meeting its reporting requirements under ARRA. Owner shall provide all information requested to meet such reporting requirements in

a timely fashion and with the understanding that Owner will be reimbursed by the Authority for any costs it incurs as a result.”

16. Exhibit E – Rates is replaced in its entirety by Exhibit E – Rates attached hereto.
17. Exhibit G – Form of Invoice is hereby replaced in its entirety by Exhibit G – Form of Invoice attached hereto.
18. Exhibit H – Authority’s Easement Deed is hereby added as Exhibit H and is attached hereto.
19. Exhibit I – Joint Use Agreement is hereby added as Exhibit I and is attached hereto.
20. Exhibit J – Consent to Common Use Agreement is hereby added as Exhibit J and is attached hereto.
21. Exhibit K – Owner’s Facilities That Have Been Constructed or Released for Construction Prior to January 1, 2020 is hereby added as Exhibit K and is attached hereto.

All other terms and conditions shall remain the same.

EXHIBIT A:
UTILITY AGREEMENT

1. SCOPE OF AGREEMENT, OTHER AGREEMENTS, AND RELATIONSHIP OF PARTIES

1.1 Parties. The STATE OF CALIFORNIA, ACTING BY AND THROUGH THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY, herein called "Authority" or "State" (which terms include its officers, agents, contractors, subcontractors, successors and assigns and other public agencies performing projects in connection with the HSR Project) proposes to design and construct the HSR Project. The HSR Project will be built in multiple phases. This agreement, herein referred to as "Agreement," of which this Exhibit A Utility Agreement and the other exhibits hereto are a part, is for the design and construction phase of the HSR Project from approximately one mile north of the Tulare-Kern County Line to the north and Poplar Avenue to the south, herein referred to as "CP 04". The project alignment will extend 22 miles in length consisting of embankments, grade separations and aerial structures. PACIFIC GAS AND ELECTRIC COMPANY, herein called "Owner", owns and maintains gas and electric transmission, distribution and service facilities, and telecommunications facilities, within the limits of CP 04, some of which will require relocation to accommodate the HSR Project.

1.2 Authority Responsibility. The work to be performed hereunder by Owner, Authority and others has been requested by Authority to accommodate the HSR Project.

1.3 Related Agreements. The parties have or will have other agreements in place relating to the HSR Project. This section describes certain of those agreements.

(a) Agreement HSR13-52 ("Master Agreement"). This Agreement is an implementation agreement for particular work envisioned by the parties when they entered into the Master Agreement. The Master Agreement will remain in effect. Any capitalized terms used herein but not defined herein, and which are defined in the Master Agreement, will have the meaning as defined in the Master Agreement.

1.4 Owner Not Contractor. Owner is not a contractor as defined by the California Contractors State License Board, but is a contractor in that Owner is a party entering into this contract with the State of California.

1.5 Parties' Representatives. Other than notices as described in Section 8.1(c) or Section 8.2, (a) Owner shall send all routine communications to Authority's Representative; and (b) Owner shall designate and inform Authority of one or more Owner representatives to receive routine communications. All such communications may be by email or other practical mode. The Parties reserve the right to assign, remove, or reassign their respective representatives at their discretion.

2. DEFINITIONS

"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 Work, as well as occupancy and operation of the Work, including but not limited to, all applicable FERC, NERC, Cal-ISO, U.S. DOT, and CPUC regulations, rules, orders, decisions, and requirements.

"Approved Material Suppliers" is defined in Exhibit D, Section D.9.

EXHIBIT A:
UTILITY AGREEMENT

“Approved Subcontractors” means Subcontractors approved by Owner in writing specifically indicating that the entity is an Approved Subcontractor under this Agreement.

“As-Built” means a drawing clearly showing all installed facilities (for trench work, on a 3D basis that shows the x, y and z axis locations), prepared upon completion of Work.

“Authority” is defined in Section 1.1.

“Authority’s Contractor” means a company, joint venture, partnership, limited liability company, or person that enters into a contract with the Authority for performance of work on the HSR Project and for the performance of Facility Work, as defined herein.

“Authority’s Engineer” means Authority’s field representative to whom Owner and Authority make known decisions, instructions and interpretations. Each Notice to Owner may have a different Authority’s Engineer. With the exception of the types of notices described in Section 8.2, notices given the Authority’s Engineer shall be deemed notices given to Authority.

“Betterment” means the difference in cost between the intended Relocation of Owner’s Facility and a Relocation which would provide Owner with equivalent substitute Facilities for those Facilities requiring Relocation to accommodate the HSR Project. As employed herein, Betterment does not include those differences in cost caused by changes in manufacturing standards, availability of materials, or regulatory requirements, attributes of the relocation areas, and/or Owner’s current published standards and specifications including improvements in technology, engineering, fabrication, or production.

“Cal-ISO” means the California Independent System Operator, or its regulatory successor, as applicable.

“CPUC” means the California Public Utilities Commission, or its regulatory successor, as applicable.

“Design Approval Deliverables” means the following items required for a complete design package: design drawings signed by Owner’s Associate Design Engineer, proposed replacement land rights clearly delineated on design drawings, job estimate approval, relevant joint pole forms, and other documentation as reasonably requested with reasonable advance notice by Owner.

“Design Review Approval” means a job that meets all design requirements at the 100% completion level. This may include a requirement to submit design earlier than 100% completion, including at the 30%, 60%, and 90% stages, with any such approval being as customarily provided for the lesser percentage of completion.

“Facility” or “Facilities” means any Utility owned and operated by Owner.

“FRA” means the Federal Railroad Administration, or any successor agency.

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the gas and electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the

EXHIBIT A:
UTILITY AGREEMENT

time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

“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 Authority.

“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 HSR Project (including the related Owner projects which are required to support the HSR Project), or operate the HSR Project (including such Owner projects) until final acceptance, 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.

“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.

“Legal Requirement(s)” means any statute, law, regulation, ordinance, rule, judgment, order, decree, permit, concession, grant, franchise, license, agreement, directive, guideline, criteria, standard, policy requirement or other governmental restriction or any similar form of decision or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, which is applicable to the Work or the HSR Project, whether now or hereafter in effect.

“NERC” means North American Electric Reliability Corporation.

“Notice to Owner” means a notice in the form of Exhibit F.

“Owner” is defined in Section 1.1.

“Party” means Authority or Owner, or both, as the context requires.

“PG&E Flowdown Terms” is defined in Section 3.4(c).

“Pre-Construction Deliverables” means the following items required for construction to commence: notification of intent to construct, construction schedule, approved environmental permits and certifications, other required governmental authorizations, site safety plan, materials certifications, relevant clearance (i.e., gas or electric outage) requests, construction work plan, and other documentation as reasonably requested with reasonable advance notice by Owner.

“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

EXHIBIT A:
UTILITY AGREEMENT

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).

“Project Close-Out Documents” means the following documents required for Owner to consider the particular facility relocation complete: inspector approval, red-lined and as-built construction drawings, surveys, final job estimate (trued up to actual costs), photographs of AIF tags, relevant joint pole forms, final bill of materials, materials certification, and other documentation as reasonably requested with reasonable advance notice by Owner.

“Red-Lined Construction Drawings” means drawings issued for construction that are marked-up by construction personnel at the end of a relocation to reflect the actual configuration. These drawings are incorporated into as-builts (defined above) at the completion of the project.

“Relocation” means removal, relocation, abandonment, protection or any other arrangement of Owner’s Facility as ordered and approved by Authority to accommodate the HSR Project.

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

“Surveys” means a document showing the precise location of as-built facilities as measured by professional surveyors in accordance with Owner’s standard (ground coordinates) practices and procedures.

“System Tie-In Work” is defined in Section 3.1.

“Utility” means Owner’s electric and gas Facilities, and communications associated therewith (whether existing or acquired hereby). 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 type of facilities.

“Work” means all services, labor, materials and other efforts to be provided and performed by Authority hereunder, 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, system testing, preparation of Computer-Aided Design and drafting As-Built drawings, 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, procurement and construction required in conjunction with the HSR Project.

EXHIBIT A:
UTILITY AGREEMENT

3. RESPONSIBILITIES OF AUTHORITY

3.1 Design, Procurement, Construction. Authority shall have responsibility for the design, procurement and construction of Facilities specified within each Notice to Owner, as further detailed herein. Authority agrees to cause the Work to be performed by Authority's contractors, 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 Work diligently to completion, including connecting the Facilities installed under this Agreement to Owner's energized and pressurized operating facilities ("System Tie-In Work").

3.2 Payment for HSR Project. Authority is responsible for payment of the actual costs, less any credits, of all work to complete the Relocation of Owner's Facilities necessitated by the HSR Project. Unless this Agreement expressly provides that a service of Owner is to be "at Owner's cost" (or the like), Authority will compensate Owner for all Owner's work provided hereunder in accordance with Section 6.

3.3 Standards. Authority shall perform the Work or, to the extent Authority contracts with Subcontractors, shall cause such Subcontractors to perform the Work, generally using Good Utility Practice, and otherwise in compliance herewith. Authority's engineering, procurement and construction of Owner's Facilities shall comply with all requirements provided by, or made available by, Owner, to Authority or Subcontractors which pertain to engineering, procurement or construction of Owner's Facilities. For the avoidance of doubt, Owner will provide and make available such requirements in the same manner as Owner would to other entities constructing facilities to ultimately be owned by Owner, in some cases through access to information on Owner's website.

3.4 Subcontractors.

(a) *Selection.* Any Subcontractor performing Work shall have been approved in writing by Owner for the particular type of Work which will be performed by that Subcontractor. Authority shall only solicit installation bids from qualified Subcontractors who shall: (i) be licensed in California for the appropriate type of work (electrical, general, etc.) and (ii) employ workers properly certified for specific skills, required (plastic fusion, welding, etc.). Electric workers shall be properly qualified (Qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2).

(b) *Chain of Responsibility.* Authority shall be responsible for ensuring (i) that Subcontractors are informed of the applicable requirements of this Agreement, including without limitation the PG&E Flowdown Terms, and (ii) that Subcontractors in fact comply with applicable provisions of this Agreement. Owner shall have reasonable access during all phases of the Work for the purpose of inspection and monitoring to assure itself that the Work is being completed in accordance with the approved plans and Owner's standards and specifications.

(c) *Flowdown Terms.* Terms of this Agreement to include in Authority's agreements with Subcontractors for procurement, design and construction of Owner's Facilities are attached hereto as Exhibit D ("PG&E Flowdown Terms"); provided that in Authority's discretion, it may include in its subcontracts additional terms hereof (e.g., all or portions of Exhibit B and Exhibit C, provisions of this Section 3 that are not already included in the Flowdown Terms or particular

EXHIBIT A:
UTILITY AGREEMENT

provisions hereof that might apply only to a particular Subcontractor). The PG&E Flowdown Terms will apply to any physical on-site portion of the Work beyond supervision and management. Authority employees will not perform this work. All Parties agree to honor the Authority's Contractor's and Subcontractors' site safety rules to the same degree as is required of any site visitor.

(d) *Persons Not to Bind Owner.* Neither Authority nor any Subcontractor, regardless of its being included on the Approved Subcontractors list, shall bind or purport to bind Owner.

(e) *Insurance.* The Authority's Contractor shall procure such insurance coverages with commercially reasonable insurance limits as are required by Authority, and shall name Owner as an additional insured.

3.5 Materials. The Parties acknowledge that Exhibit C includes the "Buy America" requirements applicable in the event Owner were to procure materials to be incorporated in the HSR Project in performance of Owner's obligations hereunder. It is the intent of the Parties that under this Agreement Owner will not be procuring or providing any materials for incorporation in the HSR Project. If Authority wishes Owner to procure or provide any materials under this Agreement, the Parties will coordinate with the Federal Rail Administration as to which components proposed in the designs would require Buy America compliance, prior to acquisition by Owner.

3.6 Notices to Owner.

(a) The Work will be described by Authority in Notices to Owner (each, an "NTO"). Authority may issue multiple NTOs per location to cover coordination and design oversight; and then design approval, subcontractor approval and construction oversight. The form of Notice to Owner, Exhibit F, may be amended, changed or altered by mutual consent of the parties in writing without requiring an amendment to this Agreement.

(b) All Work shall be performed substantially in accordance with Authority's approved relocation plan, a copy of which will be on file in Authority's office located at 770 L Street, Suite 620, MS 3, Sacramento, CA 95814. Any revision to a Notice to Owner, initiated by either Authority or Owner, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notice to Owner, approved by Authority and acknowledged by Owner, will constitute an approved revision of the Notice to Owner and is hereby made a part hereof. No work under said deviation shall commence prior to written execution by Owner of the Revised Notice to Owner.

3.7 Coordination With Others.

(a) *Permits.* Whenever feasible under Applicable Law, Authority or Authority's Contractor shall comply with all local agency and/or private utility permitting and requirements necessary to complete the Work including payment of all fees, furnishing all warranties and insurances, adherence to design, construction and safety standards, furnishing all mitigation measures and complying with all other required provisions. To the extent Applicable Law requires Owner to obtain a required Governmental Authorization (such as, potentially, notices to and authorizations from the CPUC under its General Order 131-D), Authority shall fund the acquisition

EXHIBIT A:
UTILITY AGREEMENT

of such Governmental Authorizations by Owner (including funding and preparing supporting applications and other documentation, in coordination with Owner for Owner's submittal) and cooperate with and assist Owner in its efforts to obtain them; Owner shall cooperate with Authority within reasonable timeframes to obtain such Governmental Authorizations. In advance of any specific Relocation, Authority shall consult with Owner in evaluating and determining what Governmental Authorization (including but not limited to from the CPUC), if any, may be required for the Relocation.

(b) *Environmental Review.* CP 04 is included within the Final Environmental Impact Report/Environmental Impact Statement (Final EIR/EIS) for the Fresno to Bakersfield section of the HSR Project. Authority's Board of Directors certified the Final EIR/EIS under the California Environmental Quality Act (CEQA) on May 7, 2014. The FRA issued a Record of Decision (ROD) under the National Environmental Policy Act (NEPA) on June 27, 2014. Wherever feasible under Applicable Law, unless otherwise expressly agreed in writing by the Parties, or unless Applicable Law requires Owner to obtain a required Governmental Authorization (see Section 3.7(a) above), Authority shall be responsible, at its sole cost and expense, (i) for compliance with all laws, rules, and regulations, including all environmental laws, rules, and regulations, applicable to any Relocation, (ii) to obtain, by the time required for performance of the applicable Work, all Governmental Authorizations or other agreements or approvals that may be necessary from Governmental Authorities or third parties for any Relocation; and (iii) to not proceed with the applicable Work until all Governmental Authorizations required by Authority, Owner or others have been obtained. Authority does not (I) waive Authority's rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts non-federal Governmental Authorizations, and application of the California Environmental Quality Act, to the HSR Project, or (II) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the HSR Project. Authority shall ensure that the environmental effects of relocation, modification, or construction of any Facilities subject to this Agreement are included and analyzed in Authority's environmental review, regardless of whether Authority or Owner will obtain any Governmental Authorizations associated with the Facility. Prior to commencement of any specific Relocation, Authority shall provide to Owner documentation showing that the Relocation and an analysis of its environmental effects has been included in the applicable CEQA/NEPA documentation.

(c) *Land Rights.* Prior to performing any Work on third parties' property, Authority shall obtain sufficient rights to occupy the property and perform the Work. Owner may request to verify such rights at any time, and such information is not to be unreasonably withheld. Subject to the exceptions set forth in this section 3.7(c)(i)-(ii), below, prior to release for construction, Authority will convey the appropriate fully executed land rights documents as approved by Owner during the design review process. Such rights shall be conveyed on the appropriate pre-approved land rights conveyance templates, which are attached hereto as Exhibits H, I and J. Other standards for such land rights conveyances (Conveyance Standards) shall be agreed to and documented by the Parties' technical working groups by July 31, 2019. In the event the technical working groups are unable to reach agreed-upon standards, the parties will elevate pursuant to the dispute resolution procedure set forth in 3.7(c)(iii), below and in accordance with the Dispute Resolution Hierarchy signed on October 4, 2019.

EXHIBIT A:
UTILITY AGREEMENT

(i) Land Documentation Process. If sufficient documentation of existing land rights is not provided by Owner within 15 calendar days of the 60% Design Review approval, Owner will not withhold or delay Design Review Approval or any subsequent approval/authorization. Upon receipt of the proposed conveyance of land rights, Owner shall timely review such proposed form and if it conforms to the Conveyance Standards, confirm Owner's approval as to form. The parties agree that the technical working groups referenced above will establish more detailed timelines for the review process when they meet. In the event the proposed form of conveyance does not conform to the Conveyance Standards, Owner will return it to the Authority for correction. This process will continue until Owner approves the form of such conveyance. In the event Owner does not meet the timelines for review, as agreed upon during the technical working groups, Owner will not withhold or delay Release for Construction or any subsequent approval/authorization. This land documentation process shall apply to all Relocations of Owner's Facilities as of the effective date of this Amendment. For Owner's Facilities that have either been constructed or have been released for construction as of the effective date of this Amendment as set forth in Exhibit K, the terms and conditions of original Agreement shall govern the conveyance of land rights, and the parties agree to work diligently to resolve any disputes relating to such land transactions.

(ii) Exceptions. In the event that the Authority has obtained a pre-trial order of possession issued by a court of competent jurisdiction or any other irrevocable land right in which the land owner has waived any objection to the Authority's right to take such property in an eminent domain proceeding, Owner will accept the Authority's rights to occupy such area as a sufficient temporary replacement land right for Owner's Facilities at the time of transfer of title and ownership, provided however, Authority shall remain obligated to obtain a permanent land right for Owner's Facilities within such reasonable period of time as may be necessary to pursue any pending/subsequently filed court proceeding to final judgment. In the event a court proceeding for the relevant property has not commenced prior to construction of Owner's facility, the Authority will initiate such proceeding (by means of requesting a resolution of necessity from the Public Works Board) not later than Release for Construction. Authority will provide Owner with documentation to verify such proceedings.

(iii) Dispute Resolution. Any unresolved issues at any meeting of the technical working group will be elevated to the Authority's Chief of Right of Way and PG&E's Manager of Land Management for dispute resolution on a timely basis. If a resolution cannot be achieved through such elevation process, the matter may be forwarded to the Chief Program Manager of Authority and the Director, State Infrastructure Projects of Owner for resolution, and if no resolution is reached, either or both of the parties may refer the matter to non-binding mediation.

3.8 Hold Points.

(a) The responsible party listed below shall submit the following items prior to the time/event indicated in the third column and, except as delineated in Section 3.7(c)(i)-(ii), shall

EXHIBIT A:
UTILITY AGREEMENT

obtain the other Party's written approval of the item before proceeding, such approval not to be unreasonably withheld or delayed.

(b) If the following items for which the Authority is the Responsible Party are not provided prior to the Hold Point indicated, Owner reserves the right to stop work related to the specific Facility at issue until the outstanding item has been obtained. In the case of non-submittal of As-Builts, Surveys, or Project Close-Out Deliverables, if such items have not been provided within 90 days after Tie-In, Owner reserves right to stop Work related to other Facilities within CP 4 until the outstanding item has been submitted. All remedies under this section are subject to the exceptions set forth in Section 3.7(c)(i)-(ii) above.

(c) Unless otherwise provided herein, if errors are discovered in any of the items below, the Parties will meet and confer to determine the cause of the error and the responsibility for remedying such error. Each Party shall promptly respond to requests from the other Party for further information or details on any item under this Agreement.

<u>Item</u>	Responsible Party	Submission and Approval Prior To:
Notice to Owner	Authority	Predesign Meeting
Predesign Meeting / Site Visit	Owner and Authority	Design
Documentation of Existing Land Rights	Owner	Within 15 Calendar days of the 60% Design Review Approval
Design Approval Deliverables	Authority	Design Review Approval
Design Review Approval	Owner	Release for Construction
Pre-Construction Deliverables	Authority	Release for Construction
Conveyance of Replacement Land Rights	Authority	Release for Construction
Construction	Authority	Testing
Proposed Outage Timing	Authority	Outage (in compliance with CAISO procedures and Owner's operational constraints as applicable)
Testing/Acceptance	Authority/Owner	Tie-in
Construction Red-Line Drawings	Authority	Tie-in
As-Built Drawings	Authority	No later than 60 days after Tie-In
Surveys	Authority	No later than 60 days after Tie-In
Project Close-Out Deliverables	Authority	No later than 60 days after Tie-In

3.9 Remedy of Deficiencies. At any time, should any phase of the engineering, equipment procurement, or construction of Owner's Facilities not meet the standards and specifications required hereby, Authority shall be obligated to remedy deficiencies in that portion of Owner's Facilities. If a design that has previously reached the 100% review stage has not started construction within six (6) months of design approval, Owner will collaborate with Authority or Authority's Contractor to determine if the design requires revision to bring it in line with current published standards and specifications.

EXHIBIT A:
UTILITY AGREEMENT

3.10 Project Timeline Chart(s). Authority or Authority's Contractor will develop a schedule to organize the Work, including responsibilities of Owner and all proposed outages, and will provide this schedule on a monthly basis to Owner. Any scheduling involving Owner shall be subject to Owner approval, which shall not be unreasonably withheld.

3.11 Turnover.

(a) *Land Rights.*

(i) 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 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.

(ii) 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, 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, 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.

(iii) If an 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.

(b) *Transfer of Title and Responsibility to Owner.* Title and ownership for the Facilities installed under this Agreement shall vest in Owner, and the Facilities will be deemed finally accepted by Owner and maintenance responsibilities therefor assumed by Owner, upon (i) completion of construction by Authority and inspection and acceptance by Owner and (ii) successful pressurization or energization of the distribution or transmission system making the distribution or transmission system operational.

(c) *Other Deliverables Upon and After Turnover.* Within 60 days after transfer of ownership of Facilities as contemplated by Section 3.11(b), Authority shall deliver to Owner the other deliverables described in this Agreement. Upon request, Authority will deliver to Owner a

EXHIBIT A:
UTILITY AGREEMENT

bill of sale for personal property or other indicia of title in the Work or portions thereof being vested in Owner. In the event Authority has not obtained sufficient replacement land rights for Owner's Facilities at the time of transfer of title and ownership as set forth in Sections 3.11(a) and (b) above, Authority shall hold Owner harmless for any and all claims that relate to or arise from the alleged insufficiency of Owner's right to occupy the property with Owner's Facilities.

(d) *Work Conveyed Free of Liens.* Authority warrants that all Work shall be conveyed by Authority to Owner free and clear of all liens, stop payment notices, claims, security interests or encumbrances in favor of Authority, 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 relating to the Work.

(e) *Tagging.* On final walk-through and before energization or pressurization, Authority shall tag the electrical distribution, electrical services and gas services with the letters "AIF" and the anticipated expiration date of the material warranty. Identification shall be by affixing an orange plastic tag to the electrical wire in each primary and secondary enclosure, to the wires in the electrical service panels and to the gas service risers.

(f) *Materials Warranties.* Authority shall assign all material warranties to Owner along with transfer of title. Materials incorporated into the Work shall benefit from the same length and type of warranty as would apply if Owner were purchasing such materials, and in any event shall have a minimum one-year duration. Authority shall notify Owner of the warranty period and other warranty terms for materials and all other Work. Guarantee and warranty periods shall commence on the date of transfer of title as described in Section 3.11(b).

(g) *Partial Acceptance.* In Owner's discretion upon Authority's request, Owner may accept portions of the Work which have been completed. Authority shall minimize future hot ties and Work near energized or pressurized facilities.

3.12 Hazardous Materials. Upon discovery of Hazardous Material in connection with the Work, the Parties shall confer to explore all reasonable alternatives and agree on a course of action, and Authority shall immediately reschedule the Work to complete the Work in accordance with Authority's reasonable schedule and in compliance with Applicable Law concerning the disposition of Hazardous Material. Authority will pay, in its entirety, those costs for additional necessary effort to comply with Applicable Law concerning the disposition of Hazardous Material found as a consequence of the Work, unless such conditions are attributable to Owner's existing installation or operation. Each Party 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.

4. RESPONSIBILITIES OF OWNER

4.1 Cal-ISO Approval. Owner will use commercially reasonable efforts to obtain Cal-ISO approval, as necessary, for work contemplated hereby, including without limitation, any necessary electric transmission clearances. Owner shall notify Authority when Cal-ISO approval has been obtained not later than five Business Days following the date that any applicable order or orders have become final and non-appealable.

EXHIBIT A:
UTILITY AGREEMENT

4.2 Initiation and Engineering. Owner shall furnish to Authority any available as-built drawings as to existing facilities, where the Work will involve Relocation.

4.3 Approval of Plans, Materials Lists, Drawings, Construction, Etc.

(a) Owner shall be responsible for (i) providing pre-approval of various aspects of the Work and approving Subcontractors and materials suppliers as provided herein; (ii) approval of Relocation designs; (iii) monitoring System Tie-In by Authority or, at Owner's election with sufficient notice to Authority, performing the System Tie-In Work; (iv) notifying and coordinating with any licensees of Owner's Facilities with whom Authority does not have direct responsibility for relocation; and (v) notifying Owner's customers of outages and conveying to Authority any necessary schedule changes resulting from customer input. Authority agrees to a thorough and detailed inspection (100%) by Owner of any activity undertaken by Authority in the performance of the Work. Authority's contracts with its contractor(s) and subcontractors will provide for Owner's access to conduct the required inspections. Authority shall pay the cost of such work by Owner in accordance with Section 6.

(b) Owner shall respond to Authority's requests as to the items which require Owner approval hereunder prior to Authority proceeding, in accordance with Section 3.8.

(c) Owner shall upon execution and delivery of this Agreement promptly begin to compile lists of Approved Subcontractors and Approved Material Suppliers so that Authority has the necessary information by the time it is needed. If Owner does not have an Approved Material Supplier that can certify to Buy America compliance if required, Owner will coordinate with Authority to resolve the issue.

4.4 Documentation of Existing Land Rights. Owner shall provide evidence to support that the existing Facilities are lawfully maintained and documented in their present location, through either a recorded or fully executed deed or other land right, including prescriptive rights in their present location.

If any land right is held by Owner within Authority's right-of-way for the HSR Project and Authority provides to Owner a replacement land right in connection with a Relocation, Owner will convey to Authority any land right within Authority's right-of-way that is no longer needed by Owner.

5. PERFORMANCE OF WORK

5.1 Locate and Mark Services. Engineering services for locating, making of surveys, responding to requests to locate and field mark Owner's facilities, and supervision are to be furnished by Owner and approved by Authority.

5.2 Positive Locations. Authority assumes 100% of the liability for ordered positive locations and Owner hereby provides consent for Authority to conduct the positive locations. Owner retains the right to require reasonable controls and restrictions. Such controls and restrictions shall be promptly provided to Authority in writing. Authority understands Owner's controls and restrictions are in the interest of public safety and will immediately stop work for positive location affecting Owner's Facilities if Owner's representative deems Authority is not in compliance with the controls and conditions.

EXHIBIT A:
UTILITY AGREEMENT

(a) When this work is performed by Authority or Authority's Contractor, Owner shall provide confirmation in the field of the identity and typical characteristics (including size, material, contents, pressure or capacity) of Owner's exposed utility Facility and related activities, including, but not limited to inspection services, in accordance with Authority's time schedule. Upon completion of the Work, Authority shall restore the work site to as good a condition as that found when the Work commenced.

(b) If Owner requests to conduct the positive location with its own staff, Authority will pay only the going contract rate in effect at the time. If, however, Authority requests Owner to conduct the positive location because of a lack of an ongoing contract or insufficient contractor staff, Authority will pay 100% of Owner's actual and necessary costs.

(c) The work to be performed under this section is limited to the work necessary to positively determine the horizontal and vertical location and/or apparent visual condition of Owner's utility facilities with a degree necessary to meet the Authority's requirements.

6. PAYMENTS TO OWNER

6.1 Authority Payment to Owner. Authority shall pay actual and necessary costs owed to Owner hereunder within 45 days after receipt of three copies of Owner's itemized bill, signed by a responsible officer or an authorized delegate of Owner's organization and prepared on Owner's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated by Owner in accordance with the uniform system of accounts prescribed for Owner by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

6.2 No Charge for Betterment. It is understood and agreed that Authority will not pay for any Betterment and that Owner shall give credit to Authority as follows:

(a) The amount of any Betterment to the Facility resulting from Relocation.

(b) The salvage value of any materials or parts salvaged and retained by Owner if Authority's Contractor and Owner make arrangements for Owner to salvage or retain any materials. For the avoidance of doubt, Owner is not required to accept any materials or parts for salvage. If Owner and Authority's Contractor agree that Owner will take any particular materials or parts for salvage, Owner will provide notice in writing to Authority's Contractor, describing such materials or parts with particularity, and absent such a notice, no salvage credit will be given.

(c) If a new Facility or portion thereof is constructed to accomplish 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.

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

EXHIBIT A:
UTILITY AGREEMENT

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

6.3 Billing Procedure.

(a) Not more frequently than once a month, Owner will prepare and submit progress bills for costs incurred not to exceed Owner's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by Authority of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement. As a result of this amendment, Owner shall notify the Authority when 75% of the allocated budget has been expended and shall provide to the Authority a detailed estimate identifying the dollar amount required to complete the remaining work, and will issue an amendment upon receiving supporting documentation.

(b) Invoices shall include the Agreement Number, actual hours worked (by activity), direct labor costs (by activity), actual direct non-labor costs, and overhead allocations, and be on company letterhead, including address and contact information, addressed to the Authority's Financial Operations Section. As used herein, the term "activity" shall refer to the activities set forth in Exhibit E. The activities and the "not to exceed" billing rates and the overheads are set forth in Exhibit E. The Owner's usual indirect and overhead charges attributable to the Facility Work, will be billed in accordance with Owner's Cost Allocation Standards, meaning Owner's uniform systems for allocating charges to customers, which may be an aggregate of internal systems using different nomenclature than "Cost Allocation Standards," then in effect. Owner may also bill such other usual direct, indirect, and overhead charges attributable to Owner's work hereunder, provided such charges are regularly billed under a Cost Allocation Standard adopted by Owner in the regular course of business during the term of this Agreement, and may follow Owner's own written policies and standards as to the amounts reimbursable to employees for business expenses and travel and documentation required therewith. Documentation to support Owner's invoices and Cost Allocation Standards should be retained by Owner and will be available if requested by Authority as described in Section 6.3(g) of this Agreement. The form of the invoice is attached as Exhibit G, and may be changed without an amendment to this Agreement.

(c) For services satisfactorily rendered and upon receipt and approval by the Contract Manager and Accounting of the invoices, Authority agrees to reimburse Owner for actual costs incurred. Provide 1 original and 2 copies of the invoice for payment. Invoices shall be submitted no more than monthly to:

California High-Speed Rail Authority
400 North F Street
Wasco, CA 93280
Attn: Benjamin Camarena

(1 Original and 2 Copies)

EXHIBIT A:
UTILITY AGREEMENT

(d) During the term of this Agreement, activities, overhead allocations, and rates for each listed in Exhibit E may be changed by Owner without an amendment to this Agreement, with notice to Authority no later than the time any invoice is delivered to Authority which incorporates a changed rate, provided all such overhead allocations and rates comply with the Cost Allocation Standards (PG&E's uniform systems for allocating charges to customers). Upon request, Owner will provide Authority with an updated Exhibit E showing currently-effective activities, overhead allocations, and rates.

(e) Owner shall submit a final invoice to Authority within 270 days after completion of the Work. If Authority has not received a final bill within 270 days after notification of completion of the Work, and Authority has delivered to Owner fully executed Director's Deeds, Consent to Common Use or Joint Use Agreements for Owner's Facilities (if required), Authority will provide written notification to Owner of Authority's intent to close Authority's file within 30 days. Owner hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If Authority processes a final bill for payment more than 270 days after notification of completion of Owner's work, payment of the late bill may be subject to additional allocation and/or approval.

(f) The final invoice shall be in the form of an itemized statement of the total costs charged hereunder, less the credits provided for in this Agreement, and less any amounts covered by progress billings. Except, if the final invoice exceeds Owner's estimated costs solely as a result of a Revised Notice to Owner, a copy of said Revised Notice to Owner shall suffice as documentation. In any event if the final invoice exceeds the contract amount of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of Owner's final invoice. Any and all increases in costs that are the direct result of deviations from the work described in Section 4 of this Agreement shall have the prior written concurrence of Authority. If the final invoice shows a negative number because credits provided in this Agreement exceed the total amount remaining outstanding hereunder due to Owner, Owner shall issue payment to Authority for such amount within 45 days.

(g) Detailed records from which invoices are compiled shall be retained by Owner for a period of three years from the date of the final payment and shall be subject to the examination and audit of the California State Auditor in compliance with § Govt. Code 8546.7.

(h) Owner agrees to comply with 48 C.F.R., Chapter 1, Part 31 et seq. (entitled Contract Cost Principles and Procedures), and 49 C.F.R., Part 18 or 19, as applicable.

(i) 48 C.F.R. Subpart 31.1 (entitled Applicability) "describes the applicability of the cost principles and procedures in succeeding subparts of this part to various types of contracts and subcontracts" and includes:

(i) 48 C.F.R. 31.103 (entitled Contracts with commercial organizations) provides "(a) The cost principles and procedures in subpart 31.2 and agency supplements shall be used in pricing negotiated supply, service, experimental, developmental, and research contracts and contract modifications with commercial organizations whenever cost analysis is performed as required by 15.404-1(c)."

EXHIBIT A:
UTILITY AGREEMENT

(ii) Owner is billing on a time-and-materials basis under the "not to exceed" billing rates set forth in Exhibit E and the Cost Allocation Standard adopted by Owner in the regular course of business during the term of this Agreement. Further cost analysis is not being performed under this Agreement with respect to the billing rates set forth in Exhibit E unless pursuant to an audit or if requested by Owner.

(iii) 48 C.F.R. 31.103 continues "(b) In addition, the contracting officer shall incorporate the cost principles and procedures in subpart 31.2 and agency supplements by reference in contracts with commercial organizations as the basis for – (1) Determining reimbursable costs under (i) cost-reimbursement contracts and cost-reimbursement subcontracts under these contracts performed by commercial organizations and (ii) the cost-reimbursement portion of time-and-materials contracts except when material is priced on a basis other than at cost (see 16.601(c)(3))..."

(iv) Owner is billing on a time-and-materials basis, using its "not to exceed" billing rates set forth in Exhibit E and the Cost Allocation Standard. Authority is responsible for procurement of materials in accordance with Section 3.1. As recognized in Section 3.5, it is the intent of the Parties that under this Agreement, Owner will not be procuring or providing any materials for incorporation in the HSR Project.

7. TERM

This Agreement will commence upon final execution by both parties. The parties may amend this Agreement as permitted by law.

8. GENERAL CONDITIONS

8.1 Cancellation of HSR Project.

(a) If Authority's HSR Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by Owner, Authority will notify Owner in writing and Authority reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating this Agreement.

(b) All obligations of Authority under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds. After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, Authority shall have the option to either (a) cancel this Agreement with no further additional liability occurring to Authority other than work performed by Owner to the date it receives notice of cancellation; or (b) offer an Agreement amendment to Owner to reflect the reduced amount. In either instance, the parties may execute an Amendment that shall provide mutually acceptable terms and conditions for terminating any work in progress.

EXHIBIT A:
UTILITY AGREEMENT

(c) If at any time Authority becomes aware that funding will not be available, or has reasonable grounds for believing that funding may not be available to pay Owner for work being performed by Owner under this Agreement, Authority shall promptly notify Owner in writing of the circumstances (Inadequate Funding Notice). At that time, the parties will meet and confer to discuss a mutually agreeable resolution, which may include amending the Agreement, stopping work or other steps to ensure continuity of service to Owner's customers.

Any Inadequate Funding Notice will be sent to the Owner Contact designated below:

Director, State Infrastructure
Pacific Gas and Electric Company
77 Beale Street, Mail Code B28R
San Francisco, CA 94177-1490

8.2 Legal Notices.

(a) This Section 8.2 is not intended to apply to routine communications between the parties related to the progress of the Work. This clause applies to situations where notice is required to be given under this Agreement or the Parties are asserting their legal rights and remedies. This section is not intended to replace any other applicable legal requirements.

(b) Any communication, notice, or demand of any kind whatsoever which either Party may be required or may desire to give or to serve upon the other must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

Owner: Law Department Pacific Gas and Electric Company 77 Beale Street, Mail Code B30A San Francisco, CA 94105 Attn: Lead Counsel, Environmental and Real Estate Telephone: (415) 973-6617	Authority: Chief Counsel California High-Speed Rail Authority 770 L Street, Suite 620 MS1 Sacramento, CA 95814 Telephone: (916) 324-1541
---	---

(c) The project representatives identified pursuant to Section 1.5 shall be notified via email when a notice is sent.

(d) Notice shall be effective when received, unless a legal holiday for the State commences on the date of attempted delivery. In such cases, the effective date shall be postponed until the next business day.

8.3 Notice of Developments. Each Party will notify the other Party's representative(s) described in Section 1.5 of (a) any material disputes with third parties which may adversely affect such other Party and (b) material applications for, and receipt of, Governmental Authorizations which may involve the other Party.

EXHIBIT A:
UTILITY AGREEMENT

8.4 Conflicts Between Federal Requirements and Owner Requirements.

Notwithstanding the federal preemption terms set forth in Exhibit C Section 1, should any FRA mandated terms conflict with any terms of this Agreement, Authority will not violate the terms of this Agreement, but rather will confer with Owner toward devising a solution to the conflict. For example, if a particular materials item were required for the Work, but Owner had no such item on its approved materials list which would satisfy the "Buy America" requirement, Authority would not purchase and incorporate the item into the Work absent Owner's agreement.

8.5 Liability.

(a) Owner agrees to indemnify Authority against any loss and damage which shall be caused by any wrongful or negligent act or omission of Owner or of its agents or employees in the course of their employment arising from or connected with Owner's performance under this Agreement, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Authority's comparative negligence or willful misconduct. Owner's indemnity obligations under this Agreement shall terminate upon the completion of the Work. In the event the foregoing indemnity conflicts with the applicable terms of any express indemnity provision set forth in Owner's easement relating to the Relocation work, any such claim shall be governed and responded to in accordance with Owner's easement.

(b) Authority agrees to indemnify and hold Owner, its officers, board members, directors, employees, affiliates and subsidiaries harmless against any loss and damage which shall be caused by any wrongful or negligent act or omission of Authority or any Subcontractor in the course of their employment arising from or connected with Authority's Work under this Agreement, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Owner's comparative negligence or willful misconduct. Authority's indemnity obligations under this Agreement shall terminate upon the completion the Work, except for such claims or actions that may arise during the course of the Work. The foregoing indemnity shall not relieve Owner of its obligations under any express indemnity provision set forth in any Private Right-of-Way of Owner.

8.6 No Consequential Damages. Neither Authority nor Owner, or their respective contractors, subcontractors, agents, representatives, affiliates, servants, independent contractors, officers, directors, employees, successors and assigns shall be liable to the other for any consequential or indirect damages, excluding damages for willful misconduct or gross negligence, including loss of funding, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform its obligations hereunder. Owner shall not be responsible for any delays in the Authority's schedule that are caused (or associated with) Owner's pursuit of the required rights in Railroad Right-of-Way; however, Owner will use commercially reasonable efforts to obtain such required rights in Railroad Right-of-Way. The provisions of this Section shall survive the termination or expiration of this Agreement.

8.7 Owner's Contractors. Nothing contained in this Agreement shall create any contractual relation between the State and any of Owner's contractors (if any), and no subcontract shall relieve Owner of its responsibilities and obligations hereunder. Owner agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons whether directly or indirectly employed by any of them, in each case within the scope of their work performed on behalf of Owner hereunder, as it is for the acts and omission of persons directly employed by Owner. Owner's obligations to pay its

EXHIBIT A:
UTILITY AGREEMENT

contractors are an independent obligation from the State's obligation to make payments to Owner. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any of Owner's contractors.

8.8 Owner Subject to CPUC and Other Regulators. Authority understands that Owner is a public utility and is subject to regulation by several governmental agencies, including, without limitation, the CPUC, for certain actions and operations. Authority further understands that Owner is required to comply with all applicable orders, rules, regulations, policies, and administrative practices of said regulators (collectively, the "Rules") prescribed thereby. Authority will not require Owner to perform any act or fail to perform any act, or require any action, which would cause Owner to be in violation of the Rules. Owner makes no warranty or representation regarding the timing and/or issuance of approvals and/or conditions of approval by the CPUC or other regulators.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY
PACIFIC GAS AND ELECTRIC COMPANY

EXHIBIT E:

HSR 14-32

RATES

1 of 3

LAST UPDATED JUNE 2019

COST ELEMENT DESCRIPTION / ACTIVITY TYPE	RATE NOT TO EXCEED	QUANTITY	UNITS	INVOICE SUMMARY CALL OUT	NOTES
OVERHEAD COSTS / NOT TO EXCEED					
Estimating	37%			Engineering	Applied to all contract and construction labor costs
Estimating - Internal	57%			Engineering	Applied to all contract and construction labor costs
Mapping	12%			Engineering	Applied to all contract and construction labor costs
Service Planning	18%			Engineering	Applied to all contract and construction labor costs
Capitalized A&G	50%			Overhead	Applied to all direct labor costs
AFUDC	20%			Overhead	Applied to all costs when the project is anticipated to have 30 plus days of construction
Benefits OH	90%			Overhead	Applied to all direct labor costs
Building Service Overhead	18%			Overhead	Applied to all direct labor costs
Pension/PBOP Intercompany Surcharge	18%			Overhead	Applied to all direct labor costs
Fleet OH	58%			Overhead	Applied to all direct labor costs
Indirect Labor - Cust Care	35%			Overhead	Applied to customer care direct labor costs
Indirect Labor - Electric	50%			Overhead	Applied to all electric labor costs
Indirect Labor - Environmental Land	50%			Overhead	Applied to all environmental land labor costs
Indirect Labor - Gas	40%			Overhead	Applied to all gas labor costs
Indirect Labor - IT	70%			Overhead	Applied to all IT labor costs
Insur & Casualty Intercompany Surcharge	14%			Overhead	Applied to all direct labor costs
IT Device OH	11%			Overhead	Applied to all direct labor costs
Material Burden	24%			Overhead	Applied to all material costs
Minor Materials OH	16%			Overhead	Applied to all material costs
Operation Mgmt & Support - Cust Care	60%			Overhead	Applied to customer care direct labor costs
Operation Mgmt & Support - Electric	70%			Overhead	Applied to all electric labor costs
Operation Mgmt & Support - Environ Land	35%			Overhead	Applied to all environmental land labor costs
Operation Mgmt & Support - Gas	60%			Overhead	Applied to all gas labor costs
Operation Mgmt & Support - IT	25%			Overhead	Applied to all IT labor costs
Paid Time Off	41%			Overhead	Applied to all direct labor costs
Payroll Taxes OH	34%			Overhead	Applied to all direct labor costs
Spoils & Other	12%			Overhead	Applied to all direct labor costs
HOURLY LABOR RATE / NOT TO EXCEED					
Account Services	\$100	1	HRS	Engineering	
Account Services DoubleTime	\$187	1	HRS	Engineering	
Account Services Overtime	\$141	1	HRS	Engineering	
Acquisition - Misc	\$149	1	HRS	Engineering	
Administration	\$125	1	HRS	Engineering	
Administrative Services	\$130	1	HRS	Engineering	
Administrative Services - Double Time	\$164	1	HRS	Engineering	
Administrative Services - OT	\$130	1	HRS	Engineering	
Analyst Services	\$147	1	HRS	Engineering	
Analyst Svcs DoubleTime	\$183	1	HRS	Engineering	
Analyst Svcs Overtime	\$166	1	HRS	Engineering	
Apprentice	\$90	1	HRS	Engineering	
Apprentice - DT	\$197	1	HRS	Engineering	
Apprentice DT	\$168	1	HRS	Engineering	
Apprentice - OT	\$169	1	HRS	Engineering	
Apprentice OT	\$127	1	HRS	Engineering	
Build	\$94	1	HRS	Engineering	
Build / Dev / Enhance DoubleTime	\$167	1	HRS	Engineering	
Build / Dev / Enhance OverTime	\$115	1	HRS	Engineering	
Civil Construction	\$91	1	HRS	Construction	
Civil Construction DT	\$155	1	HRS	Construction	
Civil Construction OT	\$116	1	HRS	Construction	
Civil Design Standard Time	\$118	1	HRS	Engineering	
Civil Design Double Time	\$166	1	HRS	Engineering	
Civil Design Overtime	\$137	1	HRS	Engineering	
Civil Eng Standard Time	\$118	1	HRS	Engineering	
Civil Engineer DoubleTime	\$166	1	HRS	Engineering	
Civil Eng Overtime	\$148	1	HRS	Engineering	
Community Relations	\$183	1	HRS	Engineering	
Construction	\$89	1	HRS	Engineering	
Construction Services	\$131	1	HRS	Construction	
Construction Doubletime Services	\$183	1	HRS	Construction	
Construction Overtime Services	\$175	1	HRS	Construction	
Consulting Services	\$196	1	HRS	Engineering	
Contract Electrical Construction	\$150	1	HRS	Construction	
Contract Electrical Construction DT	\$155	1	HRS	Construction	
Contract Electrical Construction OT	\$150	1	HRS	Construction	
Contractor Admin	\$300	1	HRS	Construction	
Contractor Project Mgmt	\$232	1	HRS	Construction	
Corrosion Doubletime	\$128	1	HRS	Engineering	
Corrosion Overtime	\$109	1	HRS	Engineering	
Corrosion Service	\$85	1	HRS	Engineering	
Design Drafting Services	\$78	1	HRS	Engineering	
Design Drafting Services - Overtime	\$108	1	HRS	Engineering	
Design Overtime Services	\$120	1	HRS	Engineering	

CALIFORNIA HIGH-SPEED RAIL AUTHORITY
PACIFIC GAS AND ELECTRIC COMPANY

EXHIBIT E:
RATES

HSR 14-32
2 of 3

LAST UPDATED JUNE 2019

COST ELEMENT DESCRIPTION / ACTIVITY TYPE	RATE NOT TO EXCEED	QUANTITY	UNITS	INVOICE SUMMARY CALL OUT	NOTES
Design Services	\$148	1	HRS	Engineering	
Design Services Doubletime	\$175	1	HRS	Engineering	
Design Services Overtime	\$159	1	HRS	Engineering	
Electric Estimating	\$148	1	HRS	Engineering	
Electric Estimating Doubletime	\$175	1	HRS	Engineering	
Electric Estimating Overtime	\$159	1	HRS	Engineering	
Engineering Services	\$196	1	HRS	Engineering	
Engineering Delivery / Hours - ST	\$95	1	HRS	Engineering	
Engineering Doubletime	\$218	1	HRS	Engineering	
Engineering Services - OT	\$210	1	HRS	Engineering	
Engineering/Mapping	\$129	1	HRS	Engineering	
Engineering/Mapping Services - Doubletime	\$186	1	HRS	Engineering	
Engineering/Mapping Services Overtime	\$143	1	HRS	Engineering	
Environmental Planning & Permitting-Misc	\$161	1	HRS	Engineering	
Environ Plan & Permit DoubleTime	\$176	1	HRS	Engineering	
Environ Plan & Permit Overtime	\$161	1	HRS	Engineering	
Environmental Services	\$161	1	HRS	Engineering	
Environmental Services - DT	\$176	1	HRS	Engineering	
Environmental Services - OT	\$161	1	HRS	Engineering	
Environmental Site Remediation	\$206	1	HRS	Engineering	
Estimating Services	\$78	1	HRS	Engineering	
Estimating Doubletime	\$144	1	HRS	Engineering	
Estimating Overtime Services	\$108	1	HRS	Engineering	
Field Services	\$91	1	HRS	Engineering	
Field Services - Doubletime	\$176	1	HRS	Engineering	
Field Services - Overtime	\$132	1	HRS	Engineering	
Field Services Overtime	\$132	1	HRS	Engineering	
Gas Estimating	\$95	1	HRS	Engineering	
Gas Estimating Doubletime	\$175	1	HRS	Engineering	
Gas Estimating Overtime	\$131	1	HRS	Engineering	
GIS Services	\$87	1	HRS	Engineering	
GIS Svcs DoubleTime	\$171	1	HRS	Engineering	
GIS Svcs Overtime	\$128	1	HRS	Engineering	
Inspection Services	\$149	1	HRS	Construction	
Inspection Services DT	\$167	1	HRS	Construction	
Inspection Services OT	\$149	1	HRS	Construction	
IT Analyze, Plan, Mtce, etc.	\$280	1	HRS	Engineering	
IT Analyze, Plan, Mtce, etc. Tier 2	\$134	1	HRS	Engineering	
IT Consulting Proj Mgmt	\$280	1	HRS	Engineering	
IT Entpr Ntwk Soln	\$97	1	HRS	Engineering	
IT SD Project Deliv	\$97	1	HRS	Engineering	
IT-Telcom Maint	\$112	1	HRS	Engineering	
IT Telecom Maint	\$100	1	HRS	Engineering	
IT PPD FdW/Cint Asn	\$97	1	HRS	Engineering	
IT Telecom Cnstr	\$92	1	HRS	Engineering	
Land Rights - Misc	\$149	1	HRS	Engineering	
Land Rights Doubletime	\$164	1	HRS	Engineering	
Land Rights Overtime	\$149	1	HRS	Engineering	
Land Surveying & Engineering Supprt-Misc	\$149	1	HRS	Engineering	
Legal Services I	\$187	1	HRS	Engineering	
Line Design Standard Time	\$118	1	HRS	Engineering	
Line Design Double Time	\$199	1	HRS	Engineering	
Line Design Overtime	\$145	1	HRS	Engineering	
Line Services Standard Time	\$118	1	HRS	Engineering	
Line Services Doubletime	\$166	1	HRS	Engineering	
Line Services Overtime	\$148	1	HRS	Engineering	
Maintain & Operate Services	\$100	1	HRS	Engineering	
Maintenance & Operations Doubletime Services	\$188	1	HRS	Engineering	
Maintain & Operate Overtime Services	\$141	1	HRS	Engineering	
Maint & Operate Doubletime Services	\$180	1	HRS	Engineering	
Maintenance Services	\$108	1	HRS	Engineering	
Maintenance Services - DT	\$194	1	HRS	Engineering	
Maintenance Services Overtime	\$146	1	HRS	Engineering	
Manage L&EM	\$86	1	HRS	Engineering	
Manage L&EM - WRO Support	\$86	1	HRS	Engineering	
Manage L&EM - WRO Sup Doubletime	\$164	1	HRS	Engineering	
Manage L&EM - WRO Sup Overtime	\$123	1	HRS	Engineering	
Management Services	\$170	1	HRS	Engineering	
Management Svcs DoubleTime	\$229	1	HRS	Engineering	
Management Services - OT	\$172	1	HRS	Engineering	
Mapping Services	\$78	1	HRS	Engineering	
Mapping Doubletime	\$144	1	HRS	Engineering	
Mapping Overtime Services	\$108	1	HRS	Engineering	
Monitoring/Controlling Services	\$177	1	HRS	Engineering	
Monitoring/Controlling Services - Double Time	\$266	1	HRS	Engineering	

CALIFORNIA HIGH-SPEED RAIL AUTHORITY
PACIFIC GAS AND ELECTRIC COMPANY

EXHIBIT E:

HSR 14-32

LAST UPDATED JUNE 2019

RATES

3 of 3

COST ELEMENT DESCRIPTION / ACTIVITY TYPE	RATE NOT TO EXCEED	QUANTITY	UNITS	INVOICE SUMMARY CALL OUT	NOTES
Monitoring/Controlling Services - Overtime	\$354	1	HRS	Engineering	
Operating Services	\$101	1	HRS	Engineering	
Operating Services OT	\$128	1	HRS	Engineering	
PG&E Contractor 1	\$160	1	HRS	Construction	
P&PD Fndl/ClientAsgn	\$107	1	HRS	Construction	
Planning Services	\$94	1	HRS	Engineering	
Planning Services DoubleTime	\$159	1	HRS	Engineering	
Planning Overtime Services	\$119	1	HRS	Engineering	
Program Administration Service	\$131	1	HRS	Engineering	
Project Management Services	\$115	1	HRS	Engineering	
Project Management Doubletime	\$183	1	HRS	Engineering	
Project Management Overtime	\$166	1	HRS	Engineering	
Records Management	\$135	1	HRS	Engineering	
SCADA Services	\$102	1	HRS	Engineering	
SCADA-Double Time	\$187	1	HRS	Engineering	
SCADA-Overtime	\$107	1	HRS	Engineering	
Substation Design Standard Time	\$101	1	HRS	Engineering	
Substation Design Double Time	\$199	1	HRS	Engineering	
Substation Design Overtime	\$145	1	HRS	Engineering	
Substation Eng Standard Time	\$118	1	HRS	Engineering	
Substation Engineering Doubletime	\$229	1	HRS	Engineering	
Substation Eng Overtime	\$172	1	HRS	Engineering	
Switching Operations Service	\$180	1	HRS	Engineering	
Switching Operations Service - Overtime	\$242	1	HRS	Engineering	
Switching Operation Svcs. - Overtime	\$115	1	HRS	Engineering	
Switching Operations Svcs. - Doubletime	\$390	1	HRS	Engineering	
Switching Operator Service	\$81	1	HRS	Engineering	
Switching Opm Svcs. - Doubletime	\$155	1	HRS	Engineering	
System Protection Straight Time	\$117	1	HRS	Engineering	
System Protection Overtime	\$165	1	HRS	Engineering	
System Protection Doubletime	\$213	1	HRS	Engineering	
Technical Services	\$175	1	HRS	Engineering	
Testing	\$184	1	HRS	Engineering	
Testing Overtime	\$244	1	HRS	Engineering	
Testing Doubletime	\$352	1	HRS	Engineering	

EXHIBIT G:
FORM OF INVOICE



*Pacific Gas and
Electric Company™*

Gage Fleming
Land Agent
650 O Street, Mail Bag #23
Fresno, CA 93760
559-263-7374
gef5@pge.com

September 31, 2019

Financial Operations Section
California High-Speed Rail Authority
770 L Street, Suite 620 MS3
Sacramento, CA 95814

Utility: PG&E

Project: CP-04

Contract No: HSR-14-32

Invoice Date: 9-31-2019

Invoice#: 7515639

Invoice Period: 08-01-19 ---- 08-31-19

Invoice Amount: \$14,711.65

ARRA Reimbursement

FR-HSR-0009-10-01-00

California High-Speed Train Program ARRA Grant

California High-Speed Rail Authority

Grant Task:

Mail all payments to the above address.

Submitted By: _____
Gage Fleming
Land Agent

CALIFORNIA HIGH-SPEED RAIL AUTHORITY
EXHIBIT G: PACIFIC GAS AND ELECTRIC COMPANY
FORM OF INVOICE

**HSR Relocation Project
Invoice - Work Summary**

Client Organization	California High-Speed Rail Authority	Invoice Number	HSR 14-32 7515639 2 of 4
Client Name	California High-Speed Rail Authority	Invoice Date	9/31/2019
Client Address	400 North F Street Wasco, CA 93280	Billing Period Begin	8/1/2019
		Billing Period End	8/31/2019
Project	California High Speed Rail CP04 Relocations	Amount Due	\$14,711.65
		Payment Due	10/15/2019
Order Number(s)			
NT0(s)		PG&E Contract	14-32

Scope of Work:

The California High Speed Rail Authority (CHSRA) is undertaking a project to design and construct a high speed rail line to connect the major cities in California. The California High Speed Rail Train Project (CHSRTP) will have a nominal end to end length of 800 miles. The CHSRTP will operate on approximately 345 miles of rail alignment in Pacific Gas and Electric Company (PG&E) territory.

This Agreement (14-32) between CHSRA and PG&E is for the design and construction phase of the High Speed Rail Project from approximately one mile north of the Tulare-Kern County Line to the north and Poplar Avenue to the south, herein referred to as "CP 04". The project alignment will extend 22 miles in length consisting of embankments, grade separations and aerial structures. PG&E owns and maintains gas and electric transmission, distribution and service facilities, and telecommunications facilities, within the limits of CP 04, some of which will require relocation to accommodate the HSR Project.

Scope of this Invoice:

This invoice covers work performed by the Project Management including program and project management support activities such as general program oversight, program coordination and guidance, response to design-build contractor questions, updates to schedules and financial forecasts, coordination of technical information and invoicing, response to HSR team regarding land rights questions, providing updates on project status, and other duties as needed.

Project-specific support scope includes design planning support, engineering review, land rights review, construction standby support, mark and locate, and other project-related duties as needed.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY
PACIFIC GAS AND ELECTRIC COMPANY
EXHIBIT G: HSR 14-32
FORM OF INVOICE 3 of 4

HSR 14-32 Billing Summary

NTO #	Order #	Project	Billing Amount
1	42323171	WRO Coordination	\$14,711.65
		TOTAL:	\$14,711.65

EXHIBIT G:
FORM OF INVOICE

Activity	Val in RC	Quantity	HRS	Doc. Date	Vendor Description
Estimating	\$230.23	1.00		2/1/2016	
Estimating	\$380.12	1.00		1/27/2016	
Mapping	\$43.55	1.00		2/1/2016	
Mapping	\$71.89	1.00		1/27/2016	
Service Planning	\$110.43	1.00		2/1/2016	
Service Planning	\$182.34	1.00		1/27/2016	
Paid Time Off	-\$31.05	1.00		1/29/2016	
Paid Time Off	\$338.12	1.00		2/1/2016	
Paid Time Off	\$788.01	1.00		1/27/2016	
Indirect Labor - Electric	\$97.62	1.00		2/1/2016	
Indirect Labor - Electric	\$245.56	1.00		1/27/2016	
Indirect Labor - Gas	\$315.09	1.00		2/1/2016	
Indirect Labor - Gas	\$545.97	1.00		1/27/2016	
Indirect Labor - Environmental Land	\$137.82	1.00		2/1/2016	
Indirect Labor - Environmental Land	\$433.17	1.00		1/27/2016	
Oper. Mgmt & Support	\$1,377.74	1.00			
Fleet	\$1,158.90	1.00			
Building Services	\$380.64	1.00			
IT	\$186.63	1.00			
Benefits	\$1,938.90	1.00			
Payroll Taxes	\$657.78	1.00			
Pension & PBOP	\$624.66	1.00			
Workers Comp / LTD	\$379.11	1.00			
Construction	\$22.39	0.50	HRS	2/1/2016	
Construction	\$23.73	0.50	HRS	1/21/2016	
Construction	\$44.78	1.00	HRS	1/25/2016	
Construction	\$44.78	1.00	HRS	1/25/2016	
Construction	\$44.78	1.00	HRS	1/12/2016	
Construction	\$44.78	1.00	HRS	1/20/2016	
Construction	\$44.78	1.00	HRS	1/20/2016	
Construction	\$44.78	1.00	HRS	1/25/2016	
Construction	\$44.78	1.00	HRS	2/1/2016	
Construction	\$44.78	1.00	HRS	2/1/2016	
Construction	\$44.78	1.00	HRS	1/25/2016	
Construction	\$44.78	1.00	HRS	2/1/2016	
Construction	\$67.17	1.50	HRS	1/20/2016	
Construction	\$89.56	2.00	HRS	1/11/2016	
Construction	\$89.56	2.00	HRS	2/1/2016	
Construction	\$89.56	2.00	HRS	2/1/2016	
Construction	\$89.56	2.00	HRS	2/1/2016	
Construction	\$134.34	3.00	HRS	1/20/2016	
Construction	\$179.12	4.00	HRS	1/25/2016	
Construction	\$179.12	4.00	HRS	2/1/2016	
Acquisition - Misc	\$57.32	1.00	HRS	1/25/2016	
Acquisition - Misc	\$171.96	3.00	HRS	1/12/2016	
Acquisition - Misc	\$171.96	3.00	HRS	2/1/2016	
Acquisition - Misc	\$200.62	3.50	HRS	1/25/2016	
Acquisition - Misc	\$229.28	4.00	HRS	2/1/2016	
Construction Overtime Services	\$30.80	0.50	HRS	2/1/2016	
Construction Overtime Services	\$30.80	0.50	HRS	2/1/2016	
Construction Overtime Services	\$30.80	0.50	HRS	1/20/2016	
Construction Overtime Services	\$61.59	1.00	HRS	1/25/2016	
Construction Overtime Services	\$61.59	1.00	HRS	2/1/2016	
Construction Overtime Services	\$61.59	1.00	HRS	2/1/2016	
Construction Overtime Services	\$92.39	1.50	HRS	2/1/2016	
Construction Overtime Services	\$92.39	1.50	HRS	1/20/2016	
Construction Overtime Services	\$123.18	2.00	HRS	1/25/2016	
Construction Overtime Services	\$369.54	6.00	HRS	1/25/2016	
Land Rights - Misc	\$57.32	1.00	HRS	1/19/2016	
Land Rights - Misc	\$171.96	3.00	HRS	1/19/2016	
Land Rights - Misc	\$601.86	10.50	HRS	1/19/2016	
Total Hours this Page:		78.00	HRS		
TOTAL COSTS:	\$14,711.65				

PACIFIC GAS AND ELECTRIC COMPANY
EXHIBIT H:
AUTHORITY'S EASEMENT DEED

HSR 14-32
1 of 5

Distribution Easement (Rev 01/19)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177
Attn.: Land Rights Library

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____
☐ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#

AUTHORITY'S EASEMENT DEED

PROJECT SECTION

COUNTY CODE

PARCEL #

APN(s)

STATE OF CALIFORNIA, California High-Speed Rail Authority hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Fresno, County of Fresno, State of California, described as follows:

[Insert APN(s) Here]

[Insert Legal Description Here]

Said facilities and easement area are described as follows:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables; and such underground conduits, pipes, manholes, service boxes; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for communications purposes; all to be located within the parcel of land described in Exhibit "A-1" and shown upon Exhibit "B-1" attached hereto and made a part thereof:

Grantor further grants to Grantee:

- (1) The rights of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such exist, and otherwise by such route or routes as shall create the least practicable damage and inconvenience to Grantor. Grantee shall not utilize the Grantor's Access-

PACIFIC GAS AND ELECTRIC COMPANY
EXHIBIT H:
AUTHORITY'S EASEMENT DEED

HSR 14-32
2 of 5

Distribution Easement Rev. (1/19)

PROJECT SECTION

COUNTY CODE

PARCEL #

APN(S)

Controlled right of way for ingress to or egress from said easement area. For purposes of this easement deed, access-control is defined as Grantor's right of way that is fully or partially restricted within the high-speed rail operating corridor and related to operating facilities, with all ingress and egress regulated.

- (2) The right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area. Grantee shall have the further right, from time to time, to trim and cut down trees and brush along each side of the easement area, on Grantor's land, which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereafter, or as Grantee deems necessary to comply with applicable state or Federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantee has the use of said easement area and further agrees not to assign or grant to another utility any right to install, inspect, maintain, replace, remove and use communications facilities within said easement area, including rights of ingress and egress, without the written consent of Grantor.

Grantee shall indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission by Grantee or of its agents or employees in the course of their employment. This indemnity shall not extend to any loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

This conveyance is executed pursuant to the authority vested in the Authority's Board of Directors by law, delegated to the Chief Executive Officer and further delegated to the Director of Real Property.

Dated this ____ day of _____, 20__.

GRANTOR
STATE OF CALIFORNIA
California High-Speed Rail Authority

By: _____

Click here to enter Director of Real Property Name.
Director of Real Property

PACIFIC GAS AND ELECTRIC COMPANY
EXHIBIT H:
AUTHORITY'S EASEMENT DEED

HSR 14-32
3 of 5

Distribution Easement Rev. (1/19)

PROJECT SECTION

COUNTY CODE

PARCEL #

APN(S)

Attached to LD

Area

Land Service Office:

Operating Department:

USGS location:

FERC License Number(s):

PG&E Drawing Number(s):

PLAT NO.:

LD of any affected documents:

LD of any Cross-referenced documents:

TYPE OF INTEREST:

SBE Parcel Number:

(For Quitclaims, % being quitclaimed):

PM #:

JCN:

County:

Utility Notice Numbers:

851 Approval Application No. _____ Decision _____

Prepared By:

Checked By:

Approved By:

Distribution Easement Rev. (1/19)

PROJECT SECTION

COUNTY CODE

PARCEL #

APN(S)

CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 27281

[Enter Certificate of Acceptance here]

PACIFIC GAS AND ELECTRIC COMPANY
EXHIBIT H:
AUTHORITY'S EASEMENT DEED

HSR 14-32
5 of 5

Distribution Easement Rev. (1/19)

PROJECT SECTION

COUNTY CODE

PARCEL #

APN(S)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Recorded At The Request Of:
California High-Speed Rail Authority

When Recorded Mail To:
PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Space above this line for Recorder's use

This document is recorded for the benefit of the California High-Speed Rail Authority and is therefore exempt from the payment of a recording fee pursuant to Government Code section 27383, a filing fee pursuant to Government Code section 6103, and a documentary transfer tax pursuant to Revenue and Taxation Code section 11922.

PROJECT SECTION

COUNTY CODE

PARCEL #

APN(S)

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT, hereinafter called "Agreement," is entered into this _____ day of _____, 20____, by and between _____, hereinafter called "Owner," and the California High-Speed Rail Authority, hereinafter called "Authority." The Owner and the Authority are sometimes collectively referred to in this Agreement as the "Parties" or singularly as a "Party" or by their individual names.

RECITALS

WHEREAS, Owner is in possession of certain rights-of-way and/or easements, whether by operation of law or deed, hereinafter referred to as "Owner's Existing Rights" identified in **Exhibit A** attached hereto and incorporated herein by reference;

WHEREAS, Authority has acquired certain lands for purposes of the high-speed rail system in the County of _____, hereinafter referred to as "Authority's Right-of-Way," a portion of which is subject to Owner's Existing Rights, as identified in **Exhibit A**; and

WHEREAS, Owner's facilities installed pursuant to Owner's Existing Rights conflict with the high-speed rail system, and Authority desires to eliminate such conflict.

Recorded At The Request Of:
California High-Speed Rail Authority

When Recorded Mail To:
PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Space above this line for Recorder's use

This document is recorded for the benefit of the California High-Speed Rail Authority and is therefore exempt from the payment of a recording fee pursuant to Government Code section 27383, a filing fee pursuant to Government Code section 6103, and a documentary transfer tax pursuant to Revenue and Taxation Code section 11922.

PROJECT SECTION

COUNTY CODE

PARCEL #

APN(S)

CONSENT TO COMMON USE AGREEMENT

THIS CONSENT TO COMMON USE AGREEMENT, hereinafter called "Agreement," is entered into this _____ day of _____, 20____, by and between _____, hereinafter called "Owner," and the California High-Speed Rail Authority, hereinafter called "Authority." The Owner and the Authority are sometimes collectively referred to in this Agreement as the "Parties" or singularly as a "Party" or by their individual names.

RECITALS

WHEREAS, Owner is in possession of certain rights-of-way and/or easements, whether by operation of law or deed, hereinafter referred to as "Owner's Existing Rights" identified in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, Authority has acquired certain lands for purposes of the high-speed rail system in the County of _____, hereinafter referred to as "Authority's Right-of-Way," a portion of which is subject to Owner's Existing Rights, as identified in **Exhibit A**.

EXHIBIT J:
CONSENT TO COMMON USE AGREEMENT

HSR14-32
2 of 4

PROJECT SECTION

COUNTY CODE

PARCEL #

APN(S)

NOW, THEREFORE, Owner and Authority hereby agree as follows:

1. Authority's Right-of-Way is defined as land, real property, or an interest therein (usually a strip of land), acquired for or devoted to high-speed rail purposes.
2. Authority's Access-Controlled Right-of-Way is defined as the Authority's Right-of-Way that is fully restricted to enclose the high-speed rail operating corridor and related operating facilities, with all ingress and egress regulated, as depicted on **Exhibit B**.
3. Owner hereby consents and accepts that Owner's Existing Rights as set forth in **Exhibit A** located within Authority's Right-of-Way as shown in **Exhibit B**, which is attached hereto and incorporated herein by reference, are now restricted as set forth herein. The area depicted in **Exhibit B**, shall be referred to herein as the "Common Use Area." Owner further consents and accepts that, as depicted on **Exhibit B**, a portion of the Common Use Area lies within the Authority's Access-Controlled Right-of-Way.
4. Authority acknowledges Owner's interest to the Common Use Area and priority of Owner's interest over the title of Authority therein within the Common Use Area.
5. Owner may not utilize any portion of the Authority's Access-Controlled Right-of-Way Area for any ground-disturbing activity, including, but not limited to the construction, reconstruction, or repair of Owner's facilities, without receipt of an Authority permit or license. Owner's facilities within the Authority's Access-Controlled Right-of-Way shall only be accessible from access points outside of said Access-Controlled Right-of-Way.
6. In the event of any construction, reconstruction, or repair of Owner's facilities outside of the Access-Controlled Right-of-Way, Owner shall a) provide notice to the Authority at least 72 hours in advance and b) obtain an Authority permit or license if such activities could result in an intrusion into the Authority's Access-Controlled Right-of-Way. Issuance of such permit or license shall not be unreasonably delayed, conditioned, withheld or unreasonably denied. No permit, license or advance notice shall be required for Owner's non-ground-disturbing maintenance and inspection outside of the Access-Controlled Right-of-Way. Authority shall waive any Authority fees associated with such permit or license. Owner shall comply with all applicable federal and California laws and regulations.
7. Owner hereby consents to the construction and operation (including all activities required for such operation) by Authority or its contractors of a high-speed rail system over, along, and upon the Common Use Area, subject to Owner's right to utilize such Common Use Area, pursuant to the terms and conditions herein.
8. Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate any provision of Owner's Existing Rights. Both Owner and Authority agree to use said Common Use Area in such manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Owner or Authority may now have or may hereafter acquire resulting from the use of the Common Use Area by either Owner or Authority in such a manner as to cause an unreasonable interference with the use of said Common Use Area by the other Party.
9. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both Parties.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY
PACIFIC GAS AND ELECTRIC COMPANY
EXHIBIT J:
CONSENT TO COMMON USE AGREEMENT

HSR 14-32
3 of 4

PROJECT SECTION

COUNTY CODE

PARCEL #

APN(S)

10. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

[OWNER]

California High-Speed Rail Authority, an agency of the
State of California

By: _____
Print Name:

By: _____
Print Name:

Title: _____

Title: _____

Area:

Land Service Office:

Operating Department:

USGS Location:

FERC License Number(s):

Owner's Drawing Number(s):

Plat Number:

LD of Any Affected Document(s):

LD of Any Cross-Referenced Document(s):

Type of Interest:

SBE Parcel Number:

PM Number:

JCN:

County:

Utility Notice Number(s):

851 Approval Application Number: _____ Decision: _____

Prepared By:

Checked By:

Revision Number:

EXHIBIT J:
CONSENT TO COMMON USE AGREEMENT

HSR 14-32
4 of 4

PROJECT SECTION

COUNTY CODE

PARCEL #

APN(S)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT K:

OWNER'S FACILITIES THAT HAVE BEEN CONSTRUCTED OR RELEASED FOR CONSTRUCTION PRIOR TO
JANUARY 1, 2020

Order	Location	Status as of 12/31/2019
31313686	Wasco Viaduct	Released for Construction
31415793	Kimberlina Ave.	Released for Construction
31313688	Whisler Rd.	Released for Construction
31282873	Magnolia	Released for Construction
31313685	Blankenship	Released for Construction
31410345	Poso Shoefly #03 BNSF	PG&E 100% Review - 12/4/19
31459128	Jackson Ave.	PG&E to receive 100% - 12/9/19

The construction completion dates and the status of replacement rights for all jobs listed above will be discussed and confirmed by the working group referenced in Section 3.7(c)(i).

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
35654-G	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 22	35314-G
35655-G	GAS TABLE OF CONTENTS Sheet 1	35652-G
35656-G	GAS TABLE OF CONTENTS Sheet 7	35237-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	12-10-14 10 years	G.O.96-B Section 8.2.3	-	Areawide Agreement
State Agencies					
California High-Speed Rail Authority	Rail Operation	04-25-14	Ref. Advice Letter 3484-G/4443-E, 3484-G-A/4443-E-A, 3484-G-B/4443-E-B, 4154-G-/5651-E, and 4215-G/5761-E	Gas Rules 15 & 16	Facility Relocation and Disconnection 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 4215-G
Decision Res E-4886

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

February 14, 2020
March 15, 2020



GAS TABLE OF CONTENTS

Sheet 1

TITLE OF SHEET	CAL P.U.C. SHEET NO.	
Title Page	35655-G	(T)
Rate Schedules	35653,35644-G	
Preliminary Statements.....	35645,35068-G	
Preliminary Statements, Rules	35245-G	
Rules, Maps, Contracts and Deviations.....	35656-G	(T)
Sample Forms	34229,32986,32987,32886,34953,32888-G	

(Continued)

Advice 4215-G
Decision Res E-4886

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

February 14, 2020
March 15, 2020



GAS TABLE OF CONTENTS

Sheet 7

RULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
Rules		
Rule 19.1	California Alternate Rates for Energy for Individual Customers and Submetered Tenants of Master-Metered Customers.....	34521,34220,30445,28210-G
Rule 19.2	California Alternate Rates for Energy for Nonprofit Group-Living Facilities.....	32051,34221,17035,31217,34522-G
Rule 19.3	California Alternate Rates for Energy for Qualified Agricultural Employee Housing Facilities	32053,34222,31219,34523-G
Rule 19.4	California Alternate Rates for Energy for Qualified Food Bank Facilities	35059-G
Rule 21	Transportation of Natural Gas	27591,35234,35235,31872,32557,32558,32559,32560, 32561,32562,32563,32564,32565,31955,29231,33640, 31957,35069,35070,35071,35072, 35073,35074,35075, 35076, 35077,35078,35079,35080,35081,35082,35083,35084-G
Rule 23	Gas Aggregation Service for Core Transport Customers.....	30871,29675,26664,18265, 30872,26666,24825,24826,24827,29677,29678,30873,30874,30875,29681,29682, 30876,30877,30878,30879,30880,30881,30882,30883,30884,30885,30886,30887-G
Rule 25	Gas Services-Customer Creditworthiness and Payment Terms	28816,28817,28818, 28819,28820,28821,28822,28823,28824,28825,28826,28827,28828-G
Rule 26	Standards of Conduct and Procedures Related to Transactions with Intracompany Departments, Reports of Negotiated Transactions, and Complaint Procedures. 29688,29689,29690,31933-G	
Rule 27	Privacy and Security Protection for Energy Usage.....	30095,30096,30097,30098,30099 30100,30101,30102,30103,30104,30105,30106,30107,30108,30109,30110,30111-G
Rule 27.1	Access to Energy Usage and Usage-Related Data While Protecting Privacy of Personal Data	31387,31388,31389,31390,31391-G
Rule 28	Mobilehome Park Utility Upgrade Program	34941,21773,31774,31775, 31776-31777,32133,32134-G

Maps, Contracts and Deviations

SERVICE AREA MAPS:

Gas Service Area Map	31641-G
----------------------------	---------

LIST OF CONTRACTS AND DEVIATIONS:

.....20211,13247,13248,28466,17112,22437,29938,31542,13254,14426,13808,35193,20390,16287,29333,29053,29334,14428,13263,14365,32879, 35654 ,16264,13267-G	(T)
--	-----

(Continued)

<i>Advice</i>	4215-G	<i>Issued by</i>	<i>Submitted</i>	<u>February 14, 2020</u>
<i>Decision</i>	Res E-4886	Robert S. Kenney	<i>Effective</i>	<u>March 15, 2020</u>
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
46204-E	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 60	45479-E
46205-E	ELECTRIC TABLE OF CONTENTS Sheet 1	46129-E
46206-E	ELECTRIC TABLE OF CONTENTS Sheet 21	45481-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
<u>CORPORATE CENTER</u>					
<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	12-10-14 10 Years	G.O.96-B Section 8.2.3	---	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, 3484-G-A/4443-E-A, 3484-G-B/4443-E-B, 4154-G/5651-E, And 4215-G/5761-E	Rules 15 and 16	Facility Relocation and Disconnection Procedures
California High-Speed Rail Authority (HSR 10-10, HSR14- 37 and HSR 16-56)	Rail Operation	Between 12-12-12 to 01-09-17	Ref. Advice Letter 5046-E	Rule 15 and 16	Special State Contract and Payment Process
U.S. Armed Forces	General Service	11-1-15	G.O. 96-B Section 8.2.3 Ref. Advice Letter 4717-E	Form 79-978	Deviations in Customer Generation Agreement for the U.S. Armed Forces to Implement SB 83 (2015)
California Department of Corrections and Rehabilitation	General Service	10-16-15	G.O. 96-B Section 8.2.3 Ref. Advice Letter 4724-E	Forms 79-978 and 79-992	Deviations in Customer Generation Agreements for the California Department of Corrections and Rehabilitation
<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 5761-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

February 14, 2020
March 15, 2020
Res E-4886



ELECTRIC TABLE OF CONTENTS

Sheet 1

TABLE OF CONTENTS

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.	
Title Page		46205-E	(T)
Rate Schedules.....	45400,45401,45402,45403,45742,45405,43935,44177-E		
Preliminary Statements.....	45406,44687,42856*,46130,41723,40591,44724,46131-E		
Rules	45270,43023,46109-E		
Maps, Contracts and Deviations		46206-E	(T)
Sample Forms....	40925*,37631,45743,41573*, 37632,41152*,41153,37769,44035,40671,37169-E		

(Continued)

Advice 5761-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

February 14, 2020
March 15, 2020
Res E-4886



ELECTRIC TABLE OF CONTENTS

Sheet 21

TITLE OF SHEET

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

Maps, Contracts and Deviations

SERVICE AREA MAPS

Electric Service Area Map..... 34575-E

LIST OF CONTRACTS AND DEVIATIONS

.....13819,13794,37604,37465,12000,12001,13672,12003,19350,11435,
.....43408,20977,29590,12006,21635,21636,29591,34524,11191,12010,
.....11193,11194,11195,12969,31155,12012,29592,33251,29670,31469,
.....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,**46204**
.....16898,11227-E

(T)

(Continued)

Advice 5761-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

February 14, 2020
March 15, 2020
Res E-4886

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