

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



Pacific Gas & Electric Company
GAS (Corp ID 39)
Status of Advice Letter 4216G/5762E
As of December 21, 2020

Subject: Agreements With The Santa Clara Valley Transportation Authority ("VTA") For Future Relocation of PG&E's Facilities, In Accordance With General Order 96-B, Section 9.2.3.

Division Assigned: Energy

Date Filed: 02-14-2020

Date to Calendar: 02-19-2020

Authorizing Documents: None

Disposition:

Signed

Effective Date:

12-17-2020

Resolution Required: Yes

Resolution Number: G-3574

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

415-973-4587

pgetariffs@pge.com

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



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

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

The AL status certificate indicates:

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

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

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

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

February 14, 2020

Advice 4216-G/5762-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Agreements With The Santa Clara Valley Transportation Authority (“VTA”) For Future Relocation of PG&E’s Facilities, In Accordance With General Order 96-B, Section 9.2.3.

Purpose

Pacific Gas and Electric Company (PG&E) has entered into two master agreements with VTA to address the billing procedures and allocation of costs associated with the relocation or rearrangement of utility facilities to accommodate certain VTA rail and rapid transit projects. These master agreements relate to two VTA projects known as the BART Silicon Valley Phase II Project (BSVII Project) and the Eastridge to BART Regional connector/Capitol Expressway Light Rail Project (EBRC Project).

Relocation of PG&E’s facilities to accommodate an applicant’s project is ordinarily performed at the applicant’s expense, unless the agreements or permits that memorialize PG&E’s land rights for the facilities provide for relocation at PG&E’s expense. VTA’s projects traverse numerous properties and the relative priority of rights between VTA and PG&E for the requested relocation work will vary in different locations. The master agreements address two general circumstances. First, where cost responsibility is established by the nature and terms of PG&E’s land rights for the facilities, costs are allocated as previously agreed and accepted. In the case of conflicts with VTA’s projects where PG&E’s facilities are located within the public right of way, the cost responsibility for the relocation has resulted in prior litigation between the parties. VTA, PG&E (and other parties) informally resolved the litigation by entering into agreements under which the relocation costs associated with the concurrent use of the public right of way were shared equally between VTA and PG&E.

The Master Agreements extend the same principles that were reached prior master agreements between VTA and PG&E, which were submitted to the Commission and approved in Advice 3334-G/4129-E.¹ PG&E is therefore submitting the Master Agreements to the Commission pursuant to General Order 96-B, Section 9.2.3, and

¹ As noted in Advice 3334-G/4129-E, the cost principles reflected in these prior master agreements were based on a settlement of prior litigation between VTA and PG&E.

requests the Commission issue disposition that these agreements are reasonable and in the public interest.

Background

VTA is a public entity organized pursuant to Public Utilities Code sections 100000 *et seq.* VTA is planning future improvements on private property and within the public right of way associated with VTA's projects described below which will require PG&E to rearrange or relocate its electric and gas facilities. PG&E is willing to accommodate VTA's projects and perform the necessary work under the terms and conditions of the two master agreements.

PG&E seeks Commission approval on the Master Agreement on the BSVII Project regarding the relocation of electric and gas facilities in conflict with VTA's extension of the Bay Area Rapid Transit heavy rail line between San Jose and Santa Clara. The BSVII project is the future extension of the BART line, from the portion of VTA's project that was the subject of the relocation agreement in AL 3334-G/4129-E.

PG&E also seeks Commission approval on the Master Agreement on the EBRC Project regarding the relocation of electric and gas facilities in conflict with VTA's extension of a light rail project along Capitol Avenue and Capitol Expressway to extend to VTA's Eastridge Transit Center in San Jose.

The relocation of the Company's existing facilities is governed by Electric and Gas Tariff Rules 15.I.1 and 15.H, which provide the cost to relocate facilities at the request of or for the convenience of the applicant is performed at the applicant's expense.² In some cases, the responsibility for utility relocation costs may vary depending on the property rights for PG&E's facilities at each of the locations where impacts from the BSVII Project and EBRC may require relocation.

The Master Agreements with VTA address terms and conditions for the necessary relocation or rearrangement of the Company's facilities in physical conflict with VTA's BSVII Project and EBRC Project. The Master Agreements establish detailed procedures for the planning, design, construction and billing arrangements for the relocation of the Company's facilities. The Master Agreements provide that VTA will

² Electric Tariff Rule 15.I.1 provides, in pertinent part, "Any relocation or rearrangement of PG&E's existing facilities, at the request of, or to meet the convenience of an Applicant or customer, and agreed upon by PG&E, normally shall be performed by PG&E. ... Applicant or customer shall be responsible for the costs of all related relocation, rearrangement or other work." Substantially the same language appears in Gas Tariff Rule 15.H.1: "Any relocation or rearrangement of PG&E's existing facilities, at the request of, or to meet the convenience of an Applicant or customer, and agreed upon by PG&E, normally shall be performed by PG&E, at Applicant's expense. ... Applicant or customer shall be responsible for the costs of all related relocation, rearrangement or removal work."

reimburse the Company for a proportionate share of the actual costs incurred to relocate the facilities in conflict with the BSVII Project and EBRC Project. The proportionate share is determined by the Company's land rights for its existing facilities.

Where the Company's facilities are located in easements, licenses or permits, the terms of such instruments will determine each party's proportionate share. In the case of an easement, VTA would be allocated 100% of the relocation costs, based on the principle that the easement provides PG&E the permanent right to occupy the easement area. In some cases, the easement, license or permit issued to PG&E may have express provisions requiring PG&E to relocate at its own expense when necessary to accommodate the property owner's use of the property. Under the Master Agreements, if VTA is the grantor or successor in interest to the grantor of any easement, license or permit, and the instrument expressly provides for relocation at the Company's expense, the Company will be allocated 100% of the relocation costs. For locations where the Company's facilities are located within the public right of way VTA and the Company will allocate the relocation costs equally between them on a 50/50 basis. PG&E's facilities located within the public right of way are pursuant to franchises agreements with the City of San Jose. In the case of VTA, its use of the public right of way arises by virtue of its status as a transit district under Public Utilities Code sections 100000 et seq.

The Master Agreement for the BSVII Project.

PG&E and VTA entered into the Master Agreement for VTA's BSVII Project in January 2020. The BSVII Project is an approximately 6-mile extension of the BART system from the Berryessa/North San Jose Station through downtown San Jose in an approximately 5-mile-long tunnel terminating in Santa Clara near the Santa Clara Caltrain Station. PG&E anticipates that work will continue over the course of the next several years. The BSVII master agreement is for a term of ten years to allow sufficient time to complete the future relocation work. This Master Agreement reflects the same cost principles that were approved in AL 3334-G/4129-E. The BSVII master agreement includes requirements for compliance with the Federal Transit Administration's Buy America regulations, which was not a requirement in the Silicon Valley Berryessa Extension (SVBX) Project Master Agreement.

The BSVII master agreement provides that PG&E and VTA will enter into separate Work Performance Agreements³ to address costs incurred by PG&E with engineering work for the BSVII Project. The cost principles in the BSVII Master Agreement will apply to the engineering work, but the Work Performance Agreements will serve to memorialize the engineering deposit, with an appropriate credit being applied after the Proportionate Share of the cost is determined under the procedure in the BSVII Master Agreement.

³ Agreements to Perform Tariff Schedule Related Work, Form No. 62-4527.

The Master Agreement for the EBRC Project.

PG&E and VTA entered into the Master Agreement for VTA's EBRC Project in September 2019. The EBRC Master Agreement reflects the same cost principles that were approved in AL3334-G/4129-E. The EBRC Master Agreement has the same substantive terms and conditions as the BSVII Master Agreement, with the exception that the Buy American provisions do not apply to the EBRC Project.

The gas and electric List of Contracts and Deviations have been revised to reflect the agreement; the affected tariff sheets are provided as Attachment 3. Because the master agreements apply only to the existing PG&E facilities in conflict with these VTA projects, this filing will not affect any rate change, cause the withdrawal of service, or conflict with any rate schedule or rule. The master agreements recognize that any future service facilities will be provided in accordance with PG&E's tariffs and rates in effect at that time.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than March 5, 2020 which is 20 days from the date of this filing. Protests should be mailed 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 also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E 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 3 advice submittal become effective upon Commission approval.

Notice

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

/S/

Erik Jacobson
Director, Regulatory Relations

Attachment 1: Master Agreement Between Santa Clara Valley Transportation Authority and PG&E for Future Relocation of PG&E Facilities To Accommodate the Silicon Valley Berryessa Extension (BSVII) Project

Attachment 2: Master Agreement Between Santa Clara Valley Transportation Authority and PG&E for Future Relocation of PG&E Facilities To Accommodate the Eastridge to BART Regional connector/Capitol Expressway Light Rail Project (EBRC)

Attachment 3: List of Contracts and Deviations

cc: Santa Clara Valley Transportation Authority



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) #: 4216-G/5762-E

Tier Designation: 3

Subject of AL: Agreements With The Santa Clara Valley Transportation Authority ("VTA") For Future Relocation of PG&E's Facilities, In Accordance With General Order 96-B, Section 9.2.3.

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 #:

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:

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: Attachment 3

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

**Master Agreement Between Santa Clara Valley
Transportation Authority and PG&E for Future
Relocation of PG&E Facilities To Accommodate the
Silicon Valley Berryessa Extension (BSVII) Project**

**Master Agreement Between
Santa Clara Valley Transportation Authority and
PG&E for Future Relocation of PG&E Facilities
To Accommodate the BART Silicon Valley Phase II Project**

This Master Relocation Agreement is entered into between the Santa Clara Valley Transportation Authority ("VTA"), 3331 North First Street, Building A, San Jose, California 95134-1927 and Pacific Gas and Electric Company ("PG&E"), whose mailing address is PG&E, 111 Almaden Boulevard, San Jose, CA 95113, collectively referred to as the "Parties," and each individually as a "Party" with reference to the following facts:

RECITALS.

- A. WHEREAS, VTA is a public entity organized and existing in the County of Santa Clara pursuant to Public Utilities Code sections 100000 et seq.;
- B. WHEREAS, PG&E is a public utility as defined in Public Utilities Code section 216 and is organized, existing and doing business in the State of California;
- C. WHEREAS, PG&E provides natural gas and electric service to the public;
- D. WHEREAS, in and on Public Rights of Way within the respective cities herein described, PG&E owns and operates:
 - 1. Certain electric facilities installed and operated pursuant to City of San Jose ordinance No. 15880 (September 20, 1971), No. 21677 (June 5, 1984), No. 26914 (June 1, 2003), and No. 28720 (February 9, 2010), and County of Santa Clara ordinance No. 638 (September 29, 1952);
 - 2. Certain natural gas facilities installed and operated pursuant to City of San Jose ordinance No. 15879 (September 20, 1971), No. 21676 (May 18, 1984), No. 26913 (June 1, 2003), No. 28719 (February 9, 2010), City of Santa Clara ordinance no. 1209 (April 8, 1969) and County of Santa Clara ordinance No. 4.29 (January 13, 1984);
 - 3. Certain electric and natural gas facilities in the City of San Jose pursuant to Section 19 of Article IX of the Constitution of the State of California as said section existed prior to its amendment on October 10, 1911;
 - 4. Certain electric and gas facilities installed and operated pursuant to easements with rights prior to Public Rights of Way within the respective cities and county.
- E. WHEREAS, VTA purchased land in December 2002 from Union Pacific Railroad Company ("UP") extending between Fremont, California in the vicinity of UP Milepost 2.61 and San Jose, California in the vicinity of UP Milepost 17.49, a distance of approximately 15 miles, and generally known as the WP Milpitas Line;

- F. WHEREAS, VTA purchased land in December of 2004 from UP consisting of 10 parcels, 70 acres Easterly of the existing rail yard adjacent to the Santa Clara Caltrain Station;
- G. WHEREAS, VTA is planning future improvements within the VTA Property; in, on, and under Public Rights of Way within the Cities of San Jose and Santa Clara and on adjacent private properties; known as the BART Silicon Valley Phase II Project (BSVII Project);
- H. WHEREAS, some of the PG&E Facilities (as defined in Section 1.9 below) are located within the BSVII Project Area and may be required to be relocated to accommodate the BSVII Project;
- I. WHEREAS, the responsibilities for the cost and expense of relocation of PG&E Facilities may vary depending upon the terms and conditions of the property rights covering the PG&E Facilities at each of the several locations where impacts from the BSVII Project may require relocation;
- J. WHEREAS, PG&E is willing to accommodate the BSVII Project under the terms and conditions specified in this Master Agreement and under the terms and conditions of any existing easements, permits, licenses or franchise rights granted to PG&E that cover the PG&E Facilities that are being relocated for the BSVII Project.

NOW, THEREFORE, for valuable consideration, VTA and PG&E agree as follows:

1. DEFINITIONS.

The following terms are herein defined for purposes of this Master Agreement:

- 1.1 "Actual Cost(s)" means actual and reasonable costs, as determined under the Uniform System of Accounts approved by the Federal Energy Regulatory Commission, incurred by PG&E in performing the Relocation specified in the Notice to Owner.
- 1.2 "Cost of Relocation" includes the actual and necessary cost of all engineering labor and transportation, and necessary material used in any Relocation, together with reasonable and usual indirect and overhead charges attributable to that work and any necessary new PG&E Facility right of way involved in the Relocation except:

VTA shall be entitled to credits as follows:

- 1. The amount of any Betterment as defined below;
- 2. The salvage of any materials or parts salvaged and sold or retained by PG&E in execution of a Relocation; and
- 3. If a new PG&E Facility or portion thereof is constructed to accomplish such Relocation, an amount bearing the same portion to the original cost of the displaced PG&E Facility or portion thereof as its age bears to its normal expected life calculated as follows:

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

No credits will be allowed against any portion of the cost that is otherwise chargeable to PG&E.

- 1.3 “Betterment”: future Relocation costs shall not include those charges for “betterment,” which, for purpose of this Master Agreement, shall be defined as provided for in 18 Code of Federal Regulations (4-7-93 Edition), Part 101-Uniform System of Accounts Prescribed for Public Utilities and Licensees Subject to the Provisions of the Federal Power Act. “Betterment” shall not include technological improvements (such as the use of fiber optic cable) which are able to achieve greater usefulness, efficiency, durability or capacity at costs equal to or less than the costs of a “like-for-like” replacement or relocation. Betterment does not include differences caused by changes in manufacturing standards, availability of materials, or regulatory requirements. VTA is not required to pay for any portion of any Betterment.
- 1.4 “Cost Estimate” means a detailed estimate of the costs of a Relocation prepared pursuant to Section 4.6.
- 1.5 “Delineate” means to indicate the approximate horizontal location of a PG&E Facility. PG&E may provide its record drawings to VTA in satisfaction of a request to Delineate the PG&E Facilities.
- 1.6 “Hazardous Material(s)” means any hazardous substance, hazardous material or hazardous waste as defined under state or federal law.
- 1.7 “Notice to Owner” means the written notice given pursuant to Section 5.0 instructing PG&E to proceed with a Relocation and designating the Relocation Plan to be used, which shall be in the form of Exhibit B.
- 1.8 “Master Agreement” means this document that contains the terms and conditions which apply to all Relocations that may be required to accommodate the BSVII Project.
- 1.9 “PG&E Facilities” means electric and gas utility facilities, and any associated assets such as communication facilities, installed, operated and maintained to provide essential service to the public.
- 1.10 “PG&E’s Project Manager” means the person designated by PG&E to perform the functions of PG&E’s Project Manager specified throughout this Master Agreement.

- 1.11** "Proportionate Share", for purposes of Design or Construction, means the share of all reasonable, appropriate and actual or fixed costs of Relocation to be borne by a Party in accordance with Sections 2.1 and 2.2 of this Master Agreement.
- 1.12** "Proposed Project" means the BSVII Project, a heavy rail transportation system to be constructed within the VTA Property and Public Rights of Way between the southerly end of the Berryessa BART Station in the City of San Jose in Santa Clara County and the proposed Newhall Yard in the Cities of San Jose and Santa Clara, in Santa Clara County.
- 1.13** "Public Rights of Way" means the public highways, streets, roads, ways, alleys and other places in which the public has a right of passage. As used in this Master Agreement, Public Rights of Way generally do not include the VTA Property except in the case of those certain locations where Public Rights of Way cross the VTA Property, e.g., a dedicated public street extends across the VTA Property.
- 1.14** "Public Utility Easement" means an area of land designated in a deed from a private party or on a parcel map or subdivision map as a public utility easement, public service easement, and other public easements dedicated under Government Code Section 66475, whether or not accepted by a local agency. A Public Utility Easement is not a Public Right of Way.
- 1.15** "Relocation" means permanently or temporarily moving, lowering, or raising PG&E Facilities or otherwise clearing a conflict between the PG&E Facilities and the BSVII Project.
- 1.16** "Relocation Plan" means detailed plans and specifications for specific Relocations prepared by PG&E based on plans for the Proposed Project provided by VTA. A Relocation Plan contains sufficient detail to allow preparation of an accurate estimate of costs for the Relocation.
- 1.17** "Revised Notice to Owner" means a written notice given to PG&E approving a deviation from the approved Relocation Plan and executed by a VTA employee having authority to do so.
- 1.18** "BSVII Project Area" means the geographic area affected by the Relocation as delineated pursuant to Section 4.2.
- 1.19** "VTA Property" means collectively:
- 1.19.1** The land VTA purchased from UP in December 2002 extending between Fremont, California, in the vicinity of UP Milepost 2.61 and San Jose, California, in the vicinity of UP Milepost 17.49, a distance of approximately 15 miles, and generally known as the WP Milpitas Line.
- 1.19.2** The land purchased in December of 2004 from UP consisting of 10 parcels, 70 acres Easterly of the existing rail yard adjacent to the Santa Clara Caltrain Station in the City of San Jose and the City of Santa Clara.

1.19.3 Such other property as VTA may acquire for the BSVII Project.

1.20 "VTA's Project Manager" means the person designated by VTA to perform the functions of VTA's Project Manager specified throughout this Master Agreement.

1.21 "Wasted Work" means design or construction work performed by PG&E, upon written direction from VTA, for a Relocation rendered useless or unnecessary as a result of VTA's cancellation and/or scope changes as agreed by both Parties.

1.22 "BSVII" Project means VTA's BART Silicon Valley Phase II Project, an approximately 6-mile extension of the BART system from the Berryessa/North San Jose Station through downtown San Jose in an approximately 5-mile-long tunnel terminating in Santa Clara near the Santa Clara Caltrain Station.

2. PROPORTIONATE SHARE.

2.1 All costs for Relocation of PG&E Facilities that are located within and on Public Rights of Way, or where Public Rights of Way cross VTA Property, pursuant to the franchises, rights and privileges described in Paragraph D, subparagraphs 1, 2 and 3 of the Recitals hereof, are to be paid for by VTA and PG&E in equal shares.

2.2 Notwithstanding any language in this Master Agreement to the contrary, all costs for Relocation of PG&E Facilities that are currently located under an easement, license or permit, and not pursuant to the franchises, rights and privileges described in Paragraph D, subparagraphs 1, 2 and 3 of the Recitals hereof, the terms of such easement, license or permit shall determine the Proportionate Share. If VTA is the grantor or successor-in-interest to the grantor of any such easement, license or permit, and the terms of such instrument expressly provide for relocation at PG&E's expense, PG&E's Proportionate Share of cost shall be 100%. For locations of PG&E Facilities under an easement, license or permit, in which VTA is not the grantor or successor-in-interest to the grantor, VTA's Proportionate Share of cost shall be 100%. For Relocation of those PG&E Facilities which are located in areas pursuant to Public Utility Easements and non-perfected claims of prescription on the property of third parties, VTA's Proportionate Share is 100% of such costs.

2.3 Notwithstanding any language in this Master Agreement to the contrary, VTA will not be responsible for costs associated with abandoned PG&E Facilities unless such facilities are abandoned in place as part of a Relocation.

3. PROJECT MANAGER AUTHORITY.

3.1 VTA shall designate a person to coordinate with VTA's Project Manager. VTA represents that such person will serve as the point of contact to obtain the necessary approvals and authority to bind VTA with respect to the functions to be carried out by VTA's Project Manager under this Master Agreement and any subsequent Notice to Owner.

3.2 PG&E shall designate a person to coordinate with PG&E's Project Manager. PG&E represents that such person will serve as the point of contact to obtain the

necessary approvals and authority to bind PG&E with respect to the functions to be carried out by PG&E's Project Manager under this Master Agreement and any subsequent Notice to Owner.

4. PLANNING AND DESIGN.

4.1 Work Performance Agreements for Planning and Design Work.

4.1.1 PG&E and VTA will enter into an Agreement to Perform Tariff Schedule Related Work (Form No. 62-4527, the "Work Performance Agreement") for PG&E's Planning and Design work described in this Section 4 of this Master Agreement for each proposed Relocation.

4.1.2 VTA and PG&E will follow the following process for entering into any Work Performance Agreement:

4.1.2.1 VTA will identify specific PG&E facilities for Relocation or an element of work.

4.1.2.2 VTA will then provide PG&E with a documentation of the proposed scope and of what the cost estimate for design described in section 4.1.2.3 must contain.

4.1.2.3 PG&E will then provide VTA a cost estimate for design and will issue a draft Work Performance Agreement for VTA's review.

4.1.2.4 Upon concurrence, VTA and PG&E will execute the Work Performance Agreement.

4.1.2.5 PG&E proceeds with its work and submits progress invoices to VTA in accordance with Section 8 of this Master Agreement.

4.1.3 VTA's Upfront Payment of Certain Costs under Work Performance Agreements

4.1.3.1 VTA shall pay for costs under these Work Performance Agreements regardless of whether VTA issues a Notice to Owner for the Relocations.

4.1.3.2 For each proposed Relocation VTA will issue an advance payment, in an amount to be agreed by the Parties, toward PG&E's costs for the design and planning work described in this Section 4 over the initial invoice period of no more than three months. Thereafter, PG&E will invoice VTA for PG&E's design and planning work in accordance with Section 8 of this Master Agreement.

4.1.3.3 With the completion of Advanced Design as specified in Section 4.5 of this Master Agreement, VTA and PG&E will confirm each Party's Proportionate Share, as described in Section 6.1.1 of this Master Agreement. PG&E will close out any necessary Work

Performance Agreements at that time. If VTA's upfront payment of costs described in the preceding paragraph exceeded VTA's Proportionate Share for such work, PG&E shall issue a corresponding credit or refund to VTA within 30 days after VTA issues Notice to Owner.

4.1.4 Interpretation. In the event of a conflict between the terms of a Work Performance Agreement and this Master Agreement as to a question of work to be performed or the sequence thereof, the Work Performance Agreement will govern. In all other cases, this Master Agreement will govern. Moreover, notwithstanding any language in any Work Performance Agreement to the contrary, PG&E must invoice VTA in accordance with Section 8 of this Master Agreement.

4.2 Initial Assessment and Delineation

4.2.1 VTA shall provide PG&E with preliminary drawings depicting the BSVII Project Area.

4.2.2 PG&E shall furnish record drawings that Delineate existing utilities of PG&E's that are located within the BSVII Project Area.

4.2.3 VTA shall thereafter prepare project drawings that Delineate all surface and subsurface structures, including those of PG&E, located within the BSVII Project Area and superimposing the Proposed Project.

4.3 Preliminary Design

4.3.1 If the drawings prepared pursuant to Section 4.2.3 indicate a potential conflict with any of PG&E's facilities, VTA shall positively locate the horizontal and vertical location of the potentially conflicting facilities in order to identify physical conflicts. PG&E shall cooperate with VTA in developing this information.

4.3.2 VTA and PG&E Project Managers shall consult as necessary to decide whether identified physical conflicts can best be eliminated by PG&E's relocation of the conflicting PG&E Facility or VTA's adjusting its preliminary plans or a combination of both.

4.3.3 With the completion of Preliminary Design as specified in this Section 4.3, PG&E shall provide VTA with Order of Magnitude Cost for each element.

4.4 Procurement

4.4.1 PG&E understands that VTA intends for the BSVII Project to be funded in part by the Federal Transit Administration (FTA) 49 U.S.C. § 5323(j) and implementing regulations contained in 49 C.F.R. Part 661, which provide, among other things, that Federal funds may not be obligated unless steel,

iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the US Secretary of Transportation or if the product is subject to a general waiver (generally, "Buy America" requirements). The following protocol shall apply to any items to be procured by PG&E under this Master Agreement and PG&E's obligation to VTA with regard to Buy America compliance is limited to complying with the following protocol:

4.4.1.1 PG&E design engineers will create one or more equipment list(s) ("Bill of Materials" or "BOM"), following FTA's Buy America compliance guidance, using PG&E-approved material suppliers ("PG&E Approved Materials Suppliers").

4.4.1.2 The Bill of Materials will be reviewed by PG&E for Buy America compliance with special attention to components and subcomponents. PG&E will notify VTA as early as reasonably possible if PG&E believes there are materials on the Bill of Material list(s) that may not be compliant with Buy America requirements, with designated check-ins at the 35% and 65% design levels. PG&E does not warrant or represent that it has any special knowledge or expertise in determining whether materials are components or subcomponents for purposes of Buy America compliance.

4.4.1.3 PG&E will request confirmation from each supplier whether the supplier will be able to provide PG&E with a Buy America compliance certification for all materials that need to be compliant (i.e., other than known subcomponents). The Buy America compliance certification will be signed by an authorized representative of the supplier, will declare that all supplied materials subject to Buy America requirements are compliant, and will follow the format of the sample certification attached as Exhibit A. No certification (demonstration of compliance) is required for any materials or parts that are not subject to Buy America requirements for any reason, including but not limited to application, material composition, and minimal use threshold exclusions.

4.4.1.4 PG&E will incorporate the feedback from its suppliers into the BOM(s) and then provide the revised BOM(s) to VTA for review along with, in each case if applicable:

4.4.1.4.1 Non-compliant list (where a Buy America-compliant substitute was not available from PG&E Approved Materials Suppliers or the applicable supplier would not confirm that it was able to provide PG&E with a Buy

America compliance certification for all materials that need to be compliant);

4.4.1.4.2 A component and subcomponent list;

4.4.1.4.3 Estimates of delivery durations; and,

4.4.1.4.4 Quantity constraints.

4.4.1.5 VTA will then review the Buy America compliance of equipment in the BOM(s). VTA will also review associated delivery durations and availability of sufficient quantities.

4.4.1.6 If VTA determines FTA review will be required to affirm Buy America compliance with FTA guidance, VTA is responsible to confirm the BOM(s) with FTA for Buy America compliance.

4.4.1.7 VTA then returns the BOM(s) with VTA's comments indicating any non-compliant materials, if any.

4.4.1.8 If the BOM(s) includes a non-Buy America-compliant item where VTA believes there is a Buy America-compliant item that might be substituted, VTA may request that PG&E add the compliant item to its approved materials list (after any necessary research and testing, etc. by PG&E).

4.4.1.9 If materials (i) are not produced in the United States in a sufficient and reasonably available amount or (ii) are not of a satisfactory quality (as determined by PG&E in its sole discretion), then VTA may seek non-availability waivers from the FTA. PG&E will provide reasonable assistance to VTA in VTA's effort(s) to obtain waiver(s) from FTA. In the event VTA does not seek any such waiver, the Parties will meet and confer on the matter within 15 days of VTA's request to meet and confer and the schedule will be adjusted to reflect any decisions reached, or the dispute resolution procedures set forth in Section 13 shall be utilized to resolve any dispute over materials or impacts to schedule.

4.4.1.10 If FTA grants a waiver or waivers, then PG&E will secure appropriate exempted materials or the schedule will be adjusted to reflect then current delivery dates.

4.4.1.11 PG&E will bear responsibility to ensure materials required to be Buy America compliant are Buy America compliant. Where PG&E or its contractor purchases manufactured products from a supplier, a certification from the supplier that the materials meet Buy America requirements constitutes compliance by PG&E with this Master Agreement. Where PG&E obtains construction

services from a contractor, and the contractor is responsible for the provision of manufactured products, a certification from the contractor that the materials provided by the contractor meet Buy America requirements constitutes compliance by PG&E with this Master Agreement.

4.4.1.12 Notwithstanding any language in this Master Agreement to the contrary, all Buy America documentation obtained by PG&E to demonstrate Buy America compliance will be retained by PG&E for a period of three (3) years after VTA makes final payment and all other pending matters are closed or FTA upon request. One set of copies of all documents obtained to demonstrate Buy America compliance will be attached to, and submitted with, the final invoice to VTA, unless previously provided to VTA.

4.4.1.13 Notwithstanding any language in this Master Agreement, any Work Performance Agreement, Notice to Owner, or Revised Notice to Owner to the contrary, the Parties agree that there is no right of indemnity, either express or implied, owing from VTA to PG&E with regard to Buy America compliance.

4.4.2 VTA shall be solely responsible for the additional incremental cost of materials to meet FTA Buy America requirements.

4.4.3 VTA may, in its sole discretion, direct PG&E to procure long-lead-time Buy America materials, at VTA's liability, in advance of VTA's issuance of a Notice to Owner.

4.4.4 VTA may, in its sole discretion, procure Buy America materials for PG&E's use in construction in accordance with the procedures in this Section 4.4.4 and such costs shall be allocated between PG&E and VTA in accordance with each Party's respective Proportionate Share once it is determined as described in Section 6.1.1.

4.4.4.1 VTA shall be responsible for (i) procurement of all materials in accordance with PG&E's requirements from PG&E Approved Material Suppliers; (ii) material storage and security; and (iii) disposal of excess materials; and (iv) immediate removal from the job site of materials rejected by PG&E. Equipment with repairable defects may be repaired rather than being replaced at the discretion of PG&E's standards engineer. Equipment to be replaced shall be removed from the job site without undue delay.

4.4.4.2 Prior to the installation of materials, VTA shall provide PG&E with the supplier's certifications that all permanent materials to be used in the work comply with the applicable specifications and drawings. All material shall be new and in first class condition and

shall comply with the requirements of this Master Agreement, with the exception of equipment that is pending repair.

4.4.4.3 Storage and handling of all material shall be in accordance with PG&E's standards or manufacturer recommendations. Furnishing protective storage facilities for materials shall be VTA's responsibility.

4.4.4.4 VTA acknowledges that there is a process for a supplier to become a PG&E Approved Material Supplier if it is not already on PG&E's list of approved material suppliers; and that VTA will contact PG&E in such a case to timely complete the process. Certain relevant information can be found here: <http://www.pge.com/en/b2b/purchasing/suppliers/index.page>

PG&E will work in good faith with VTA to expedite the process for a supplier to become a PG&E Approved Material Supplier.

4.4.4.5 If VTA's material supplier has a previous relationship with PG&E to supply materials or labor, the warranty under VTA's contract will be the same as applies for comparable materials or labor supplied by VTA's material supplier directly to PG&E, and in any event shall be for a minimum of one year from the date of final acceptance of VTA's material by PG&E. The warranty terms, including duration, shall be provided to PG&E. VTA will ensure that its material supplier agrees that its warranty will be assigned by VTA to PG&E. VTA will assign such warranty after title to the materials has been transferred to PG&E.

4.5 Advanced Design

4.5.1 Upon the request of VTA's Project Manager, PG&E shall prepare a Relocation Plan. The Relocation Plan shall divide the Relocation into manageable elements and for each element shall include the location, length, size and/or capacity, type, class, and pertinent operating conditions and design features of existing facilities and proposed final and temporary facilities, including any proposed changes to them; and the limits of right-of-way to be acquired from, by, or on behalf of PG&E. Upon request, PG&E shall provide to VTA an estimate of the time it will require to perform this service.

4.5.2 In any Relocation PG&E shall be entitled to equivalent facilities, including equivalent land rights for land rights surrendered (e.g. if facilities are being relocated from a private easement, a new private easement for the replacement facilities must be provided). If the approved Relocation Plan contemplates that additional land rights be acquired, VTA shall convey or cause to be conveyed to PG&E all necessary land rights in

a form satisfactory to PG&E to permit PG&E to install its facilities in a new location. PG&E will not commence construction until all required land rights or pre-judgment possession orders therefore have been obtained. If VTA requests that PG&E commence the Relocation on the basis of a right of entry or prejudgment possession order in a condemnation action, VTA shall indemnify PG&E against any loss or damage that it may incur because VTA fails to obtain permanent rights for PG&E's facilities and transfer them to PG&E in a timely manner.

4.5.3 PG&E may elect, at its sole cost, to better its utility facilities by relocating its facilities in a manner or along a route which will be different from that required solely to effect a Relocation necessary to accommodate the construction, reconstruction or improvement of VTA's BSVII Project or by increasing the capacity, durability or efficiency of PG&E's facilities. Notwithstanding any language in this Master Agreement VTA will not be obligated to pay any portion of any such Betterment.

4.5.4 PG&E shall submit the Relocation Plan to VTA within a reasonable time. The plans shall be submitted in a 24" x 36" hard copy format with one electronic copy, a CD in a mutually acceptable format using the VTA horizontal and vertical datum.

4.5.5 VTA shall review the Relocation Plan and determine whether the Relocation as designed by PG&E will clear the conflict with the Proposed Project. If not, VTA shall return the plans to PG&E with directions to modify the Relocation. PG&E shall modify the plan within a reasonable time, until VTA is satisfied that the plan will clear the conflict. When satisfied that the plan will clear the conflict, VTA shall approve the Relocation Plan in writing.

4.5.6 VTA and PG&E Project Managers may meet monthly, during the Advanced Design period to coordinate design efforts. VTA reserves the right to suspend or terminate the Advanced Design and Cost Estimate for Relocation work, at any time, provided that payment is made for work performed prior to suspension or termination. Within two (2) weeks of written notice from VTA, PG&E will cease design work and package the draft design completed to date for submittal to VTA.

4.6 Cost Estimate For Relocation

4.6.1 Upon request of VTA's Project Manager, PG&E shall prepare a Cost Estimate based on the Relocation Plan approved by VTA within a reasonable time. The Cost Estimate shall specify the total estimated cost of each element. Except as otherwise provided in this Master Agreement, the estimated cost for each element shall separately state the following items:

- 4.6.1.1** Labor (includes direct labor, labor surcharges, overhead and indirect construction charges, and equipment).
 - 4.6.1.2** Materials (includes materials and supplies, handling charges, transportation).
 - 4.6.1.3** Right-of-way (including labor costs associated with obtaining easements or franchises, and permits, and licenses).
 - 4.6.1.4** Engineering (including preliminary engineering and construction engineering).
 - 4.6.1.5** Salvage credits, if any.
 - 4.6.1.6** Betterment credits, if any.
 - 4.6.1.7** Accrued depreciation credits, if any, following the formula contained within the definition of "Cost of Relocation" in Section 1.2 above.
- 4.6.2** The following usual indirect and overhead charges attributable to the Relocation will be estimated in the Cost Estimate and billed in accordance with PG&E's Cost Allocation Standards, meaning PG&E'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: Allowance for Funds Used During Construction (AFUDC), Administrative and General Costs (A&G), estimating, mapping, service planning, working stock, contract management, sourcing, material burden. PG&E may also bill such other usual direct, indirect, and overhead charges attributable to the Relocation provided such charges are regularly billed under a Cost Allocation Standard adopted by PG&E in the regular course of business during the term of this Master Agreement, and may follow PG&E's own guidelines as to the amounts reimbursable to employees and documentation required therewith. PG&E may also bill external charges and costs attributable to the Relocation. Nothing in this Master Agreement shall be construed to require PG&E to bill indirect and overhead charges attributable to the Relocation in accordance with the Cost Contract Principles and Procedures set forth in 48 CFR Part 31.
- 4.6.3** The Cost Estimate shall be developed in accordance with the Uniform System of Accounts as approved by the Federal Energy Regulatory Commission.
- 4.6.4** The Cost Estimate shall include Income Tax Component of Contributions, where applicable, in accordance with PG&E's tariff rules.
- 4.6.5** PG&E shall transmit its Cost Estimate to VTA together with a written statement of PG&E's opinion of VTA's Proportionate Share of the costs

of each element of the Relocation. If VTA believes that there is an error in the Cost Estimate and/or the Proportionate Share calculation or any revised Cost Estimate and/or any revised Proportionate Share calculation due to changes, it shall so notify PG&E, and if PG&E concurs, PG&E shall make any adjustment necessary within a reasonable time.

- 4.6.6** In the event that VTA does not agree with the Relocation Plan within ninety (90) days of the date that the Relocation Plan is submitted to VTA, PG&E may, at its option, revise the Cost Estimate for the Relocation Plan to account for any increases in labor or materials that will be incurred to perform the Relocation and VTA will be responsible to pay 100% of such Cost Estimate revision.

5. NOTICE TO OWNER.

- 5.1** For each proposed Relocation, within 15 days after the conclusion of the Planning and Design work described in Section 4 of this Master Agreement, PG&E will deliver to VTA a "Claim of Liability Letter" setting forth PG&E's projected costs, claim of liability, and proposed schedule for the Relocation.
- 5.2** VTA will notify PG&E of any disagreements with the contents of the Claim of Liability Letter within 30 days of receipt. If VTA notifies PG&E of any such disagreements, PG&E and VTA will work in good faith to resolve any such disagreements as expeditiously as possible.
- 5.3** VTA's Project Manager will prepare a Notice to Owner to define specific utility relocation scopes of work throughout the BSVII Project and to confirm the agreed-upon schedule and proposed cost. These Notices to Owner will call for PG&E to perform the construction functions required to complete the Relocation in the order specified in Section 6 herein.
- 5.4** PG&E must countersign the Notice to Owner to indicate its agreement with the terms therein within ten days of receipt, provided, however, that this ten-day period will be tolled if, within this ten-day period, PG&E identifies a material discrepancy between the Notice to Owner and the terms agreed upon by VTA and PG&E. If PG&E identifies any such material discrepancy, PG&E and VTA will work in good faith to resolve any such discrepancy. PG&E will then either sign the existing Notice to Owner or VTA will issue a replacement Notice to Owner, which PG&E must countersign upon receipt.
- 5.5** If any third parties hold rights in any way related or connected to, affected by, or concerning any Relocation, PG&E will provide such notices and obtain any consent or approvals needed from such third parties sufficiently in advance of the construction so as to ensure there will be no delay to the agreed-upon schedule.
- 5.6** All other aspects of the work covered by each Notice to Owner will be in accordance with the terms and conditions of this Master Agreement.

6. CONSTRUCTION.

- 6.1** If VTA determines that it desires PG&E to proceed with Relocation, VTA's Project Manager shall issue a Notice to Owner instructing PG&E to proceed with the Relocation in accordance with the approved Relocation Plan. The Notice to Owner shall include:
- 6.1.1** A statement as to whether VTA agrees or disagrees with PG&E's opinion of VTA's Proportionate Share of the costs of the Relocation. If VTA does not agree with PG&E's opinion, the Notice to Owner shall set the budget authorization for the VTA Proportionate Share of the costs of the Relocation based upon PG&E's opinion furnished to VTA in accordance with Section 4.6 and shall state VTA's opinion of its Proportionate Share of those costs.
- 6.2** If VTA does not accept PG&E's opinion of VTA's Proportionate Share of the costs, VTA shall nonetheless pay the amount of invoices received pursuant to Section 9.1, and the dispute resolution procedures set forth in Section 13 shall be utilized to resolve the Proportionate Share dispute.
- 6.3** PG&E shall commence and diligently prosecute the Relocation to completion as nearly as possible in accordance with the Relocation Plan approved by VTA. Prior to construction VTA shall survey and stake in the field the new location of the PG&E Facilities in accordance with the approved Relocation Plan. For this effort PG&E will provide Auto CAD based design drawings in the BSVII Project coordinate system.
- 6.3.1** At such time as PG&E's expenditures reach approximately 75% of the Total Approved Amount specified in the Notice to Owner, PG&E will provide notice to VTA of the expenditures to-date and an estimate of cost and schedule to complete the Relocation. VTA understands and agrees that (A) estimates of expenditures are inherently imprecise, often depending on third-party input, which can be delayed, and on other unknowns, (B) PG&E may cease work if VTA does not increase the Total Approved Amount by issuing a Revised Notice to Owner within 90 days following PG&E's notification that its expenditures have reached approximately 75% of the Total Approved Amount in the Notice to Owner (except when PG&E believes that the amount in the existing Notice to Owner will be sufficient to complete the work), (C) if PG&E ceases work under this Section, PG&E may not provide a complete work product to VTA, and the amount necessary to complete the work may increase due to the work stoppage, and (D) while PG&E understands that VTA may not expend more than the then-current amount in the Notice to Owner, PG&E cannot guarantee that its costs will not exceed the amount specified in the Notice to Owner.

- 6.3.2** If PG&E's notice of expenditures is for an amount that will exceed 115% of its cost estimate, PG&E will include an explanation for such cost increase as described in Section 8.2.1.4

6.4 Permits

- 6.4.1** VTA will enter into any required "1602 Lake and Streambed Alteration Agreements" with the California Department of Fish and Wildlife. PG&E will be responsible for implementing the permit conditions contained therein. PG&E should however, be given an opportunity to review and comment on the conditions prior to VTA entering the final agreement with the California Department of Fish and Wildlife. PG&E may, at its option, enter into the required "1602 Lake and Streambed Alteration Agreements" with the California Department of Fish and Wildlife.
- 6.4.2** VTA will obtain the "National Pollutant Discharge Elimination System" ("NPDES") permit. PG&E or PG&E's contractor will prepare the Storm Water Pollution Prevention Plan ("SWPPP") and submit it to VTA for review and approval. VTA shall review the SWPPP and determine whether it will meet the requirements of the NPDES. If not, VTA shall return the SWPPP to PG&E with directions to modify the design. PG&E shall modify the SWPPP design until VTA is reasonably satisfied that the SWPPP will meet the requirements of the NPDES. When reasonably satisfied that the SWPPP will meet the requirements of the NPDES, VTA shall approve the SWPPP in writing. Work will not be permitted until two (2) working days following VTA's approval of the SWPPP.
- 6.4.3** With the exception of the encroachment permits that shall be obtained in accordance with Section 6.4.4 below, VTA shall acquire, at no cost to PG&E and in a form satisfactory to PG&E, all necessary permits required for the temporary or permanent Relocation of PG&E's facilities from governmental agencies having jurisdiction over the same and shall file any statement required by, and otherwise comply with, the applicable provisions of the Environmental Quality Act of 1970 (California Public Resources Code, Sections 21000 et seq.). PG&E will not commence any construction until all required permits have been obtained.
- 6.4.4** PG&E shall secure all encroachment permits that may be required for the Relocation of PG&E Facilities to a new location in the Public Right of Way. Any costs incurred by PG&E for such encroachment permits shall be allocated between the Parties pursuant to the Proportionate Share set forth in Section 2.

- 6.5** Upon discovery of Hazardous Material in connection with the Relocation, both VTA and PG&E shall immediately confer to explore all reasonable alternatives and agree on a course of action, and PG&E shall immediately reschedule the work

to complete the Relocation in accordance with VTA's reasonable schedule and in compliance with existing statutes or regulations concerning the disposition of Hazardous Material.

6.5.1 VTA will pay, in its entirety, those costs for additional necessary effort undertaken within the VTA Property to comply with existing statutes or regulations concerning the disposition of Hazardous Material found as a consequence of that Relocation, unless such Hazardous Material has been introduced and released as a result of the existing installation or operation of the PG&E Facilities or by the construction activities of PG&E or PG&E contractors, in which case those costs will be paid by PG&E, to the extent such Hazardous Material was released by PG&E.

6.5.2 VTA will pay, in its entirety, those costs for additional necessary efforts undertaken within the area of the replacement property right located outside the VTA Property to comply with existing statutes or regulations concerning the disposition of Hazardous Material unless such Hazardous Materials has been introduced and released as a result of the construction activities of PG&E or PG&E contractors, in which case that disposition will be made at no additional expense to VTA.

6.5.3 Each Party to this Master Agreement 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.

6.6 VTA shall inspect and survey the relocated PG&E Facilities to verify that they are installed to the correct vertical and horizontal alignment per the Relocation Plan. PG&E shall provide VTA with at least forty-eight (48) hours advance notice prior to PG&E placing backfill material over relocated PG&E Facilities.

7. REVISIONS TO RELOCATION PLAN.

7.1 If at any time after VTA has issued a Notice to Owner for the Relocation, either Party determines that it is necessary to deviate from the approved Relocation Plan the Party making the determination shall notify the other Party.

7.2 The Parties shall agree upon the nature and scope of the deviation from the Relocation Plan.

7.3 VTA shall issue a Revised Notice to Owner describing the nature and scope of the deviation. To the extent design and/or construction work has occurred and is no longer needed due to the deviation, the Proportionate Share will be handled in accordance with Section 10.

7.4 PG&E shall not proceed with the deviation until it has received the Revised Notice to Owner.

- 7.5** Within 60 days of the Parties' reaching agreement on the nature and scope of the deviation, PG&E shall provide VTA with a design and a Cost Estimate of any increase or decrease in Actual Cost that it expects to result from the deviation. If PG&E reasonably determines that it will take more than 60 days to provide the Cost Estimate, PG&E shall, as soon as PG&E makes that determination, provide VTA with the length of time necessary to complete the Cost Estimate. If VTA accepts the Cost Estimate, for purposes of this Section 7, the Cost Estimate shall be deemed increased or decreased by this amount. If VTA does not accept this estimate, VTA shall provide written notice to PG&E explaining its position. The dispute shall be resolved pursuant to Section 13.

8. BILLING

- 8.1.1** PG&E may bill VTA for its Proportionate Share of work hereunder in installments, not more often than monthly and no less often than quarterly. All invoices shall be sent as a pdf email attachment to:

VTA.AccountsPayable@vta.org

- 8.1.2** PG&E may bill only for VTA's Proportionate Share of the Actual Costs incurred to date. The installment invoice shall state the cost of labor and materials incurred by PG&E to a date specified, deduct therefrom any previous installments paid by VTA, and provide an estimate of the percentage of Total Approved Amount expended as of the specified date.

- 8.2** Not later than 365 days after PG&E has completed the Relocation, PG&E shall submit to VTA a final invoice for VTA's Proportionate Share of the Relocation.

- 8.2.1** The final invoice shall state the following:

- 8.2.1.1** The estimated cost as shown on the Cost Estimate for each element of the Relocation for which a separate element was estimated,
- 8.2.1.2** The Actual Cost incurred for the element,
- 8.2.1.3** VTA's Proportionate Share of the costs of each element, and
- 8.2.1.4** The percentage by which the total costs for the elements deviate from the total Cost Estimate.

The invoice shall also state VTA's Proportionate Share for the Relocation and deduct there from any payments already received from VTA based on installment invoices. If the total of Actual Costs exceed the total of estimated costs by more than 15%, the invoice shall be accompanied by a written explanation for the deviation. If the Actual Cost exceeds the estimated cost solely as a result of a Revised Notice to Owner issued pursuant to Section 7.3, a copy of the Revised Notice to Owner shall suffice as an explanation.

9. PAYMENT.

- 9.1** Not later than 60 days after receipt of an invoice, VTA shall pay to PG&E the amount of the invoice.
- 9.2** If the final invoice seeks an amount that will cause the total payments made by VTA to exceed 115% of its Proportionate Share of the Cost Estimate, VTA will issue a revised Notice to Owner (if one has not previously been issued) prior to the payment of PG&E's final invoice. Any and all increases in costs that are the direct result of a Deviation from the Relocation Plan shall have the prior written concurrence of VTA as provided in Section 7.5.
- 9.3** If an invoice seeks an amount that will cause the total payments made by VTA to exceed 115% of its Proportionate Share for the Cost Estimate, as such cost may be amended in accordance with Section 6.3.1, and VTA is satisfied with the explanation provided by PG&E for the excess, VTA shall pay that amount within 60 days of receipt of the final invoice.
- 9.4** If an invoice seeks an amount that will cause the total payments made by VTA to exceed 115% of its Proportionate Share of the Cost Estimate, as such cost may be amended in accordance with Section 6.3.1, and VTA disputes the excess, VTA shall pay an amount within 60 days of receipt of the final invoice that will bring its total payment to 115% of its Proportionate Share of the Cost Estimate. The payment of any amount in excess shall be subject to the dispute resolution provision of Section 13.

10. WASTED WORK.

- 10.1** If VTA, for any reason, requests or causes PG&E to incur any expense, or to physically relocate any PG&E Facilities or portions thereof at a particular location, and then subsequently modifies the design or does not construct the BSVII Project at that location so that the work performed by PG&E is unnecessary or must be redone, such work shall be treated as Wasted Work and VTA shall be liable to PG&E for all costs, expenses, or damages caused thereby.
- 10.2** If PG&E incurs any expense or physically relocates any PG&E Facilities or portions thereof at a particular location, and then subsequently modifies the design or has to relocate its Facilities or portions thereof at that same location due to PG&E internal design preferences, then such work shall not be treated as Wasted Work and PG&E shall be solely liable for all costs and expenses of the subsequent design or relocation work, regardless of what VTA's Proportionate Share may have been. This Section 10.2 will not apply to any modifications to the design made necessary to comply with applicable laws, regulations or permits by any governmental authority with jurisdiction.

11. CANCELLATION OF BSVII PROJECT

(a) If VTA's BSVII Project, which precipitated this Master Agreement, is canceled or modified so as to eliminate the necessity of work by PG&E, VTA will notify PG&E in writing and VTA reserves the right to terminate this Master Agreement by Amendment for convenience as described in Section 23.3.

(b) If at any time VTA becomes aware that funding will not be available, or has reasonable grounds for believing that funding may not be available to pay PG&E for work being performed by PG&E under this Master Agreement, VTA shall promptly notify PG&E 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 VTA's termination for convenience as described in Section 23.3, amending the Master Agreement, stopping work, or other steps to ensure continuity of service to PG&E's customers.

Any Inadequate Funding Notice will be sent to the PG&E Contact designated below:

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

- 12. RETENTION OF RECORDS.** For a period of three years after completion of a Relocation, each Party shall keep and maintain all books, papers, plans, drawings, records, accounting records, files, reports and other material relating to the Relocation and shall make these records available to the other Party and any third party agency providing any part of the funding for VTA's project and their respective auditors at any reasonable time and upon reasonable notice of the purposes of auditing, inspection, and copying. All such auditing, inspection, and copying costs shall be at the sole cost of the Party requesting the records. VTA shall be liable to PG&E for all reasonable costs and expenses incurred by PG&E in responding to any requests for information, data or analysis connected to or arising from any audit relating to the Relocation, whether by VTA or any third party agency providing any part of the funding for VTA's project. PG&E shall include in any contract for any part of the Relocation a similar requirement and a provision requiring its contractor to require any subcontractor to do likewise.

13. DISPUTE RESOLUTION.

- 13.1** Either Party may give the other Party written notice of any dispute. If VTA disputes an invoice, VTA shall give PG&E notice of the dispute within 30 days of receipt of the invoice. If PG&E disputes VTA's opinion of its Proportionate Share, PG&E shall give VTA notice of the dispute within 30 days of receipt of VTA's opinion of its Proportionate Share. The notice shall state the basis of the dispute.
- 13.2** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Master Agreement or any subsequent Notice to Owner promptly

by negotiations between a Vice President of PG&E or, if designated by a Vice President, an Operations Manager of PG&E, and an executive of similar authority of VTA. Within twenty (20) days after delivery of the notice specified in Section 13.1, the executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute.

13.3 If the matter has not been resolved within thirty (30) days of the first meeting, either Party may initiate a mediation of the controversy. Neither Party may initiate litigation until at least one mediation has been conducted.

13.4 All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 1152.5 of the California Evidence Code shall apply, and Section 1152.5 is incorporated herein by reference.

13.5 Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

13.6 Each Party is required to continue to perform its obligations under this Master Agreement or any subsequent Notice to Owner pending final resolution of any dispute arising out of or relating to this Master Agreement or any subsequent Notice to Owner.

14. SERVICE FACILITIES. The Parties understand and agree that Relocation to be performed by PG&E under this Master Agreement is solely that of existing PG&E facilities. Further, any construction or work on gas or electric facilities, primarily serving any new location shall be provided in accordance with rules, regulations and service priorities of PG&E, subject to rates and charges as are from time to time adopted by PG&E, and in accordance with any applicable rules and regulations of the California Public Utilities Commission.

15. RIGHTS RESERVED BY PARTIES.

15.1 In the performance of this Master Agreement, VTA agrees that PG&E:

15.1.1 Is engaged in an independent business;

15.1.2 Is an independent contractor and is not an employee of VTA;

15.1.3 Shall have, and hereby retains, full control of its businesses;

15.1.4 Shall have, and hereby retains, full control of all the employment, compensation, and discharge of all of its employees;

15.1.5 Shall be fully responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters; and

15.1.6 Shall be responsible for its own acts and those of its agents and employees

15.2 In the performance of this Master Agreement, PG&E agrees that VTA:

15.2.1 Is engaged in an independent business;

15.2.2 Is an independent contractor and not an employee of PG&E;

15.2.3 Shall have, and hereby retains, full control of its business;

15.2.4 Shall have, and hereby retains full control of all the employment, compensation, and discharge of all of its employees;

15.2.5 Shall be fully responsible for all matters relating to the payment of their employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters; and

15.2.6 Shall be responsible for its own acts and those of its agents and employees

16. **FORCE MAJEURE AND ALLOCATION OF RESOURCES.**

16.1 No Party shall be liable for any delay or failure in performance of any part of this Master Agreement from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authority, unanticipated changes to government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts (except where caused by PG&E's negligence or willful misconduct), volcanic action, other major environmental disturbances, or unusually severe weather conditions.

16.2 PG&E shall make a reasonable attempt to effect any Relocation in a timely and expeditious manner in accordance with good utility practice and consistent with reliability and safety. Each Relocation shall be placed in PG&E's regular schedule for engineering and construction. PG&E reserves the right to reallocate material or labor resources to the construction or maintenance projects which it deems, in good faith and in its sole discretion, necessary for serving the needs of all of its customers. PG&E shall reallocate such material or labor resources to again perform work under this Master Agreement, when, in its good faith opinion, the need to respond to such customer needs no longer exists. PG&E shall not be liable for any delay in effecting any Relocation hereunder resulting from such allocation or reallocation of PG&E's resources.

17. **APPLICABLE LAWS.** In the performance of work under any subsequent Notice to Owner, PG&E and its contractors and subcontractors shall comply with all applicable laws and regulations including but not limited to payment of prevailing wages to applicable job classifications.

18. **NO PRECEDENT SET BY AGREEMENT.** The Parties agree not to use this Relocation Master Agreement to urge the establishment of any judicial precedent or legal principle or rule respecting liability for payment of expenses or costs to relocate PG&E Facilities; however, the foregoing notwithstanding, said Master Agreement and its provisions may be disclosed to third parties, and may be referred to by the Parties in future discussions and negotiations, if any, with one another and third parties.

19. **NOTICES.**

19.1 All notices or other communications under this Master Agreement shall be deemed to have been duly given when made in writing and either (1) delivered in person, (2) delivered to an agent, such as an overnight delivery service or (3) deposited in the United States Mail, postage prepaid, and addressed as follows:

Pacific Gas and Electric Company Michael Medeiros Director, PG&E State Infrastructure Projects 77 Beale Street, 9 th Floor San Francisco, CA 94105	Santa Clara Valley Transportation Authority Ronak Naik Assistant Transportation Engineer 2099 Gateway Place, 7 th Floor San Jose, CA 95110
Kevin Wun Land Agent 111 Almaden Boulevard, Room 804 San Jose, CA 95113	BART Silicon Valley II Andrew Michel Utility Lead 2099 Gateway Place, 7 th Floor San Jose, CA 95110

19.2 The names and addresses to which notices or communications may be given may be changed by written notice given by any Party to the other Party pursuant to this Section.

20. **CHOICE OF LAWS.** This Master Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any controversy or claim arising out of or in any way relating to this Master Agreement which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or if jurisdiction over the action cannot be obtained in a California State Court, in a Federal Court of competent jurisdiction situated in the State of California.

21. **NON-WAIVER.** The waiver by either PG&E or VTA of any breach of any term, covenant, or condition contained in this Master Agreement, or any default in the performance of any obligations under this Master Agreement, shall not be deemed to be a

waiver of any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

- 22. ENFORCEABILITY.** If any of the provisions or application of any of the provisions, of this Master Agreement are held to be illegal or invalid by a court of competent jurisdiction or arbitrator/mediator, PG&E and VTA shall negotiate an equitable adjustment in the provisions of this Master Agreement with a view toward effectuating the purpose of this Master Agreement. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Master Agreement will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Master Agreement.

23. TERM AND TERMINATION OF CONTRACT.

23.1 This Master Agreement will be for a term of ten (10) years from the Effective Date (as provided in Section 27) unless terminated earlier.

23.2 Each Party shall notify the other of any item considered by such Party to be a material breach of this Agreement to allow the allegedly breaching Party an opportunity to cure. If such material breach is not corrected or corrective action commenced within ten (10) business days of receipt of a notice to cure sent by the non-breaching Party, or within an extended period authorized in writing by the Party giving notice of the breach, and diligently pursued to completion, the non-breaching Party may, at its option, terminate this Agreement.

23.3 VTA may terminate this agreement for its convenience on thirty days' written notice upon the occurrence of any condition identified in Section 11 above. In the event of termination for convenience, VTA will pay PG&E all costs PG&E incurred prior to the date of termination, as well as all reasonable costs mutually agreed are necessary to effect the termination, including but not limited to demobilization costs but not including any lost profits.

- 24. INTEGRATION.** This Master Agreement and any subsequent Notice to Owner constitutes the entire agreement and understanding between the Parties as to the Advanced Design, Cost Estimates, and Relocation work specified herein. This Master Agreement and any subsequent Notice to Owner supersede all prior or contemporaneous agreements, commitments, representations, writings, and discussions between VTA and PG&E, whether oral or written, and has been induced by no representations, statements or agreements other than those expressed herein. Neither VTA nor PG&E shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Master Agreement and any subsequent Notice to Owner. This Master Agreement may not be amended except by a written agreement executed by both PG&E and VTA.

25. ASSIGNMENT.

25.1 Neither this Master Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated, directly or indirectly, by a Party without the prior written consent of the other Party, and any attempt to assign or delegate

without such consent shall be void; provided, that the other Party's consent shall not be required for (a) assignments to affiliates, where, in the absence of the other Party's consent thereto the assigning Party retains responsibility for the payment and performance of all of its obligations and liabilities hereunder; and (b) assignments by operation of law in connection with any merger or consolidation of a Party with or into a person whether or not such Party is the surviving or resulting person.

- 25.2** The provisions of this Master Agreement shall inure to the benefit of and bind the respective successors and assigns of the Parties.
- 26. SURVIVAL.** The provisions of this Master Agreement which by their nature should survive expiration, cancellation or other termination of this Master Agreement, including but not limited to provisions regarding confidentiality (Section 13.4) and availability of information (Section 12), shall survive such expiration, cancellation or other termination.
- 27. APPROVALS AND EFFECTIVE DATE.** In the event PG&E determines, in its sole discretion, that approval of the bankruptcy court or any other court having jurisdiction over PG&E's chapter 11 cases currently pending before the United States Bankruptcy Court for the Northern District of California (Lead Case No. 19-30088 (DM)) is necessary or required in order to enter into this Master Agreement or to perform the transactions contemplated under this Master Agreement, to the extent such approvals have not already been obtained, PG&E will seek approval of such court of competent jurisdiction, and in such event, PG&E's obligations under this Master Agreement will be subject to and conditioned upon receipt of such approval from such court. PG&E will also advise file a copy of this Master Agreement upon execution by PG&E and VTA with the California Public Utilities Commission pursuant to General Order 96-B, Section 8.2.3. It shall become effective and binding upon PG&E's filing it with the California Public Utilities Commission pursuant to General Order 96-B, Section 8.2.3 and PG&E shall provide a conformed copy of its filing to VTA.
- 28. AUTHORITY.** Each Party represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Master Agreement, (b) the execution, delivery and performance of this Master Agreement by it has been duly authorized by all necessary corporate or other requisite actions, (c) it has duly and validly executed and delivered this Master Agreement, and (d) this Master Agreement is a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally and general principles of equity.
- 29. COUNTERPARTS.** This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Master Agreement, but all of which, when taken together, shall be deemed to constitute one and the same agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Executed:

Pacific Gas and Electric Company

Santa Clara Valley Transportation Authority

By: Michael A. Lewis 1/14/10
Michael A. Lewis Date
Senior Vice President, Electric
Operations

By: Nuria Fernandez 12/13/19
Nuria Fernandez Date
General Manager

Approved as to form:

By: J. Carlos Orellana 12.13.19
J. Carlos Orellana Date
Deputy General Counsel

EXHIBIT A:

Exhibit A: Vendor Certificate

BUY AMERICA FTA CERTIFICATE OF COMPLIANCE

(Contractor)

Material Codes:

Contractor is aware that a Project containing the listed Material Codes may be funded in part by the Federal Transit Administration (FTA). If the Project is funded in part by the FTA, then this Buy America Certificate of Compliance is submitted in compliance with 49 U.S.C. § 5323(j) and implementing regulations contained in 49 C.F.R. Part 661 (collectively referred to as the "FTA Buy America Rule").

Contractor certifies that the listed Material Codes comply with the requirements of the FTA Buy America Rule, and in particular that all steel, iron and manufactured products it provides for the Project are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. A list of these steel, iron, and manufactured products are noted on this Certificate.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

EXHIBIT B

NOTICE TO OWNER

Date: _____

Pacific Gas and Electric Company
Attn. Kevin Wun
111 N. Almaden Blvd. Room 804
San Jose, CA. 95113

Because of VTA's transit project: BART Silicon Valley Phase II (BSVII) Project

Which affects your facilities:

1. _____

2. _____

You are hereby ordered to:

Your work schedule shall be as follows: **Complete all work associated with this notice by**
_____, ____.

Notify _____, VTA Utility Coordinator, at telephone number (____) ____ - ____ 72 hours prior to initial start of work, and ____ hours prior to subsequent restart when your work schedule is interrupted.

Liability for the cost of the work is: Cost liability of work shall be borne _____ per Master Agreement Between Santa Clara Valley Transportation Authority and PG&E for Future Relocation of PG&E Facilities To Accommodate the BSVII) Project, dated _____, 2018. The PG&E estimated cost for design and relocation of [this gas distribution line] is [\$____] ("Total Approved Amount"). VTA's liability and authorized budget for this relocation work, including all final design, construction and engineering support cost is ____% of the Total Approved Amount or [\$____].

By countersignature below, Owner acknowledges and agrees to the Scope of Work and Work Schedule set forth in this Notice to Owner.

VTA BSVII Utility Lead

Director, BART Delivery Program

Attachments:

cc:

Acknowledged and Agreed:

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Name:

Title:

**THIS NOTICE DOES NOT CONSTITUTE A PERMIT, PG&E WILL OBTAIN
ENCROACHMENT PERMIT**

Attachment 2

**Master Agreement Between Santa Clara Valley
Transportation Authority and PG&E for Future
Relocation of PG&E Facilities To Accommodate the
Eastridge to BART Regional connector/Capitol
Expressway Light Rail Project (EBRC)**

**Master Agreement Between
Santa Clara Valley Transportation Authority and
PG&E for Future Relocation of PG&E Facilities
To Accommodate the Eastridge to BART Regional Connector/Capitol
Expressway Light Rail Project**

This Master Relocation Agreement is entered into between the Santa Clara Valley Transportation Authority ("VTA"), 3331 North First Street, Building A, San Jose, California 95134-1927 and Pacific Gas and Electric Company ("PG&E"), whose mailing address is PG&E, 111 Almaden Boulevard, San Jose, CA 95115, collectively referred to as the "Parties," with reference to the following facts:

RECITALS.

- A. WHEREAS, VTA is a public entity organized and existing in the County of Santa Clara pursuant to Public Utilities Code sections 100000 et seq.;
- B. WHEREAS, PG&E is a public utility as defined in Public Utilities Code section 216 and is organized, existing and doing business in the State of California;
- C. WHEREAS, PG&E provides natural gas and electric service to the public;
- D. WHEREAS, in and on Public Rights of Way within the respective cities herein described, PG&E owns and operates:
 - 1. Certain electric facilities installed and operated pursuant to City of San Jose ordinance No. 15880 (September 20, 1971), and No. 21677 (May 18, 1984) and County of Santa Clara ordinance No. 638 (September 19, 1952);
 - 2. Certain natural gas facilities installed and operated pursuant to City of San Jose ordinance No. 15879 (September 20, 1971), and No. 21676 (May 18, 1984) and County of Santa Clara ordinance No. 4.29 (January 13, 1984);
 - 3. Certain electric and natural gas facilities in the City of San Jose pursuant to Section 19 of Article IX of the Constitution of the State of California as said section existed prior to its amendment on October 10, 1911;
 - 4. Certain electric and gas facilities installed and operated pursuant to easements with rights prior to Public Rights of Way within the respective city and county.
- E. WHEREAS, VTA is planning future improvements through the phased construction of a light rail project which includes VTA's Eastridge Transit Center and improvements along Capitol Avenue and Capitol Expressway in and on Public Rights of Way within the County of Santa Clara, the City of San Jose and on adjacent private properties, known as the Eastridge to BART Regional Connector/Capitol Expressway Light Rail Project ("PROJECT");

- F. WHEREAS, some of the “PG&E facilities” are located within the PROJECT Area and may be required to be rearranged or relocated to accommodate the PROJECT;
- G. WHEREAS, the responsibilities for the cost and expense of relocation of PG&E facilities may vary depending upon the terms and conditions of the property rights covering the PG&E facilities at each of the several locations where impacts from the PROJECT may require relocation;
- H. WHEREAS, PG&E is willing to accommodate the PROJECT under the terms and conditions specified in this Master Agreement and under the terms and conditions of any existing easements, permits, licenses or franchise rights granted to PG&E that cover the PG&E facilities that are being impacted by the PROJECT.

NOW, THEREFORE, for valuable consideration, VTA and PG&E agree as follows:

1. DEFINITIONS.

The following terms are herein defined for purposes of this Master Agreement:

- 1.1 “Actual Cost(s)” means actual and reasonable costs, as determined under the Uniform System of Accounts approved by the Federal Energy Regulatory Commission, incurred by PG&E in performing the Relocation specified in the Notice to Owner.
- 1.2 “Betterment”: future Relocation costs shall not include those charges for “betterment,” which, for purpose of this Master Agreement, shall be defined as provided for in 18 Code of Federal Regulations (4-7-93 Edition), Part 101-Uniform System of Accounts Prescribed for Public Utilities and Licensees “Betterment” shall not include technological improvements (such as the use of fiber optic cable) which are able to achieve greater usefulness, efficiency, durability or capacity at costs equal to or less than the costs of a “like-for-like” replacement or relocation. Betterment does not include differences caused by changes in manufacturing standards, availability of materials, or regulatory requirements. VTA shall not be obligated to pay for any portion of any Betterment.
- 1.3 “Cost of Relocation” includes the actual and necessary cost of all engineering labor and transportation, and necessary material used in any Relocation, together with reasonable and usual indirect and overhead charges attributable to that work and any necessary new PG&E Facility right of way involved in the Relocation except:

VTA shall be entitled to credits as follows:

- 1. The amount of any Betterment as defined below;
- 2. The salvage of any materials or parts salvaged and sold or retained by PG&E in execution of a Relocation; and

3. If a new PG&E Facility or portion thereof is constructed to accomplish such Relocation, an amount bearing the same portion to the original cost of the displaced PG&E Facility or portion thereof as its age bears to its normal expected life.

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

No credits will be allowed against any portion of the cost that is otherwise chargeable to PG&E.

1.4

- 1.5** “Cost Estimate” means a detailed estimate of the costs of a Relocation prepared pursuant to Section 4.5.

- 1.6** “Delineate” means to indicate the approximate horizontal and vertical location of a PG&E Facility. PG&E may provide its drawings to VTA in satisfaction of a request to Delineate the PG&E Facilities.

- 1.7** “Hazardous Material(s)” means any hazardous substance, hazardous material, or hazardous waste as defined under state or federal law.

- 1.8** “Master Agreement” means this document which contains the terms and conditions which apply to all Relocations that may be required to accommodate the Project.

- 1.9** “Notice to Owner” means the written notice given pursuant to Section 4.1 instructing PG&E to proceed with a Relocation and designating the Relocation Plan to be used, which shall be in the form of Exhibit B.

- 1.10** “PG&E Facilities” means electric and gas utility facilities, and any associated assets such as communication facilities, installed, operated and maintained to provide essential service to the public.

- 1.11** “PG&E’s Project Manager” means the person designated by PG&E to perform the functions of PG&E’s Project Manager specified in this Master Agreement.

- 1.12** “Proportionate Share”, for purposes of Design or Construction, means the share of all reasonable, appropriate and actual or fixed costs of Relocation to be borne by a party in accordance with Sections 2.1 and 2.2 of this Master Agreement.

- 1.13** “Project” means the improvements to accommodate the Eastridge to BART Regional Connector/Capitol Expressway Light Rail Project to be constructed in the City of San Jose and County of Santa Clara in and along Capitol Avenue and Capitol Expressway.

- 1.14 "Public Rights of Way" means the public highways, streets, roads, ways, alleys and other places in which the public has a right of passage. As used in this Master Agreement, Public Rights of Way generally do not include the VTA Property except in the case of those certain locations where Public Rights of Way cross the VTA Property, e.g., a dedicated public street extends across the VTA Property.
- 1.15 "Public Utility Easement" means an area of land designated in a deed from a private party or on a parcel map or subdivision map as a public utility easement, public service easement, and other public easements dedicated under Government Code Section 66475, whether or not accepted by a local agency. A Public Utility Easement is not a Public Right of Way.
- 1.16 "Relocation" means permanently or temporarily moving, lowering, or raising PG&E facilities or otherwise clearing a conflict between the PG&E facilities and the Project.
- 1.17 "Relocation Plan" means detailed plans and specifications for specific Relocations prepared by PG&E based on plans for the Project provided by VTA. A Relocation Plan contains sufficient detail to allow preparation of an accurate estimate of costs for the Relocation.
- 1.18 "Revised Notice to Owner" means a written notice given to PG&E approving a deviation from the approved Relocation Plan and executed by a VTA employee having authority to do so.
- 1.19 "Project Area" means the geographic area affected by the Relocation as delineated pursuant to Section 4.1.1.
- 1.20 "VTA Property" means land VTA owns.
- 1.21 "VTA's Project Manager" means the person designated by VTA to perform the functions of VTA's Project Manager specified in this Master Agreement.
- 1.22 "Wasted Work" means design or construction work performed by PG&E, upon written direction from VTA, for a Relocation rendered useless or unnecessary as a result of VTA's cancellation and/or scope changes as agreed by both Parties.

2. PROPORTIONATE SHARE.

- 2.1 All costs for Relocation of PG&E Facilities that are located within and on Public Rights of Way, or where Public Rights of Way cross VTA Property, pursuant to the franchises, rights and privileges described in Paragraph D, subparagraphs 1, 2 and 3 of the Recitals hereof are to be paid for by VTA and PG&E in equal shares.
- 2.2 Notwithstanding any language in this Master Agreement to the contrary, all costs for Relocation of PG&E Facilities that are currently located under an easement, license or permit, and not pursuant to the franchises, rights and privileges described in Paragraph D, subparagraphs 1, 2 and 3 of the Recitals hereof, the terms of such easement, license or permit shall determine the Proportionate Share.

If VTA is the grantor or successor-in-interest to the grantor of any such easement, license or permit, and the terms of such instrument expressly provide for relocation at PG&E's expense, PG&E's Proportionate Share of cost shall be 100%. For locations of PG&E Facilities under an easement, license or permit, in which VTA is not the grantor or successor-in-interest to the grantor, VTA's Proportionate Share of cost shall be 100%. For Relocation of those PG&E Facilities which are located in areas pursuant to Public Utility Easements and non-perfected claims of prescription on the property of third parties, VTA's Proportionate Share is 100% of such costs.

- 2.3** Notwithstanding any language in this Master Agreement to the contrary, VTA will not be responsible for costs associated with abandoned PG&E Facilities unless such facilities are abandoned in place as part of a Relocation.

3. PROJECT MANAGER AUTHORITY.

- 3.1** VTA shall designate a person to coordinate with VTA's Project Manager. VTA represents that such person will serve as the point of contact to obtain the necessary approvals and authority to bind VTA with respect to the functions to be carried out by VTA's Project Manager under this Master Agreement and any subsequent Notice to Owner or Revised Notice to Owner.
- 3.2** PG&E shall designate a person to coordinate with PG&E's Project Manager. PG&E represents that such person will serve as the point of contact to obtain the necessary approvals and authority to bind PG&E with respect to the functions to be carried out by PG&E's Project Manager under this Master Agreement and any subsequent Notice to Owner or Revised Notice to Owner.

4. PLANNING AND DESIGN.

4.1 Work Performance Agreements for Planning and Design Work.

- 4.1.1** PG&E and VTA will enter into an Agreement to Perform Tariff Schedule Related Work (Form No. 62-4527, the "Work Performance Agreement") for PG&E's Planning and Design work described in this Section 4 of this Master Agreement for each proposed Relocation.
- 4.1.2** VTA and PG&E will follow the following process for entering into any Work Performance Agreement:
- 4.1.2.1** VTA will identify specific PG&E facilities for Relocation or an element of work.
- 4.1.2.2** VTA will then provide PG&E with a documentation of the proposed scope and of what the cost estimate for design described in section 4.1.2.3 must contain.
- 4.1.2.3** PG&E will then provide VTA a cost estimate for design and will issue a draft Work Performance Agreement for VTA's review.

4.1.2.4 Upon concurrence, VTA and PG&E will execute the Work Performance Agreement.

4.1.2.5 PG&E proceeds with its work and submits progress invoices to VTA in accordance with Section 8 of this Master Agreement.

4.1.3 VTA's Upfront Payment of Certain Costs under Work Performance Agreements

4.1.3.1 VTA shall pay for costs under these Work Performance Agreements regardless of whether VTA issues a Notice to Owner for the Relocations.

4.1.3.2 For each proposed Relocation VTA will issue an advance payment, in an amount to be agreed by the Parties, toward PG&E's costs for the design and planning work described in this Section 4 over the initial invoice period of no more than three months. Thereafter, PG&E will invoice VTA for PG&E's design and planning work in accordance with Section 8 of this Master Agreement.

4.1.3.3 With the completion of Advanced Design as specified in Section 4.5 of this Master Agreement, VTA and PG&E will confirm each Party's Proportionate Share, as described in Section 6.1.1 of this Master Agreement. PG&E will close out any necessary Work Performance Agreements at that time. If VTA's upfront payment of costs described in the preceding paragraph exceeded VTA's Proportionate Share for such work, PG&E shall issue a corresponding credit or refund to VTA within 30 days after VTA issues Notice to Owner.

4.1.4 Interpretation. In the event of a conflict between the terms of a Work Performance Agreement and this Master Agreement as to a question of work to be performed or the sequence thereof, the Work Performance Agreement will govern. In all other cases, this Master Agreement will govern. Moreover, notwithstanding any language in any Work Performance Agreement to the contrary, PG&E must invoice VTA in accordance with Section 8 of this Master Agreement.

4.2 Initial Assessment and Delineation

4.2.1 VTA shall provide PG&E with preliminary drawings depicting the Project Area.

4.2.2 PG&E shall furnish utility drawings that Delineate existing utilities of PG&E's that are located within the Project Area.

- 4.2.3** VTA shall thereafter prepare project drawings that Delineate all surface and subsurface structures, including those of PG&E, located within the Project Area and superimposing the Project.

4.3 Preliminary Design

- 4.3.1** If the drawings prepared pursuant to Section 4.2.3 indicate a potential conflict with any of PG&E's facilities, VTA shall positively locate the horizontal and vertical location of the potentially conflicting facilities in order to identify physical conflicts. PG&E shall cooperate with VTA in developing this information.
- 4.3.2** VTA's and PG&E's Project Managers shall consult as necessary to decide whether identified physical conflicts can best be eliminated by PG&E's relocation of the conflicting PG&E Facility or VTA's adjusting its preliminary plans or a combination of both.
- 4.3.3** With the completion of Preliminary Design as specified in this Section 4.3, PG&E shall provide VTA with Order of Magnitude Cost for each element.

4.4 Advanced Design

- 4.4.1** Upon the request of VTA's Project Manager, PG&E shall prepare a Relocation Plan. The Relocation Plan shall divide the Relocation into manageable elements and for each element shall include the location, length, size and/or capacity, type, class, and pertinent operating conditions and design features of existing facilities and proposed final and temporary facilities, including any proposed changes to them; and the limits of right-of-way to be acquired from, by, or on behalf of PG&E. Upon request, PG&E shall provide to VTA an estimate of the time it will require to perform this service.
- 4.4.2** In any Relocation PG&E shall be entitled to equivalent facilities, including equivalent land rights for land rights surrendered (e.g., if facilities are being relocated from a private easement, a new private easement for the replacement facilities must be provided). If the approved Relocation Plan contemplates that additional land rights be acquired, VTA shall convey or cause to be conveyed to PG&E all necessary land rights in a form satisfactory to PG&E to permit PG&E to install its facilities in a new location. PG&E will not commence construction until all required land rights or pre-judgment possession orders therefore have been obtained. If VTA requests that PG&E commence the Relocation on the basis of a right of entry or prejudgment possession order in a condemnation action, VTA shall indemnify PG&E against any loss or damage that it may incur because VTA fails to obtain permanent rights for PG&E's facilities and transfer them to PG&E in a timely manner.

- 4.4.3 PG&E may elect, at its sole cost, to better its utility facilities by relocating its facilities in a manner or along a route which will be different from that required solely to effect a Relocation necessary to accommodate the construction, reconstruction or improvement of the Project or by increasing the capacity, durability or efficiency of PG&E's facilities. Notwithstanding any language in this Master Agreement VTA will not be obligated to pay any portion of any such Betterment.
- 4.4.4 PG&E shall submit the Relocation Plan to VTA within a reasonable time. The plans shall be submitted in a 24" x 36" hard copy format with one electronic copy, a CD in a mutually acceptable format using the VTA horizontal and vertical datum.
- 4.4.5 VTA shall review the Relocation Plan and determine whether the Relocation as designed by PG&E will clear the conflict with the Project. If not, VTA shall return the plans to PG&E with directions to modify the Relocation. PG&E shall modify the plan until VTA is satisfied that the plan will clear the conflict. When satisfied that the plan will clear the conflict, VTA shall approve the Relocation Plan in writing.
- 4.4.6 VTA and PG&E Project managers may meet monthly, during the Advanced Design period to coordinate design efforts. VTA reserves the right to suspend or terminate the Advanced Design and Cost Estimate for Relocation work, at any time, provided that payment is made for work performed prior to suspension or termination. Within two (2) weeks of written notice from VTA, PG&E will cease design work and package the draft design completed to date for submittal to VTA.

4.5 Cost Estimate For Relocation

- 4.5.1 Upon request of VTA's Project Manager, PG&E shall prepare a Cost Estimate based on the Relocation Plan approved by VTA within a reasonable time. The Cost Estimate shall specify the total estimated cost of each element. Except as otherwise provided in this Master Agreement, the estimated cost for each element shall separately state the following items:
 - 4.5.1.1 Labor (includes direct labor, labor surcharges, overhead and indirect construction charges, and equipment).
 - 4.5.1.2 Materials (includes materials and supplies, handling charges, transportation).
 - 4.5.1.3 Right-of-way (including labor costs associated with obtaining easements or franchises, permits and licenses).
 - 4.5.1.4 Engineering (including preliminary engineering and construction engineering).

- 4.5.1.5 Salvage credits, if any.
 - 4.5.1.6 Betterment credits, if any.
 - 4.5.1.7 Accrued depreciation credits, if any, following the formula contained within the definition of "Cost of Relocation" in Section 1.2 above.
 - 4.5.2 The following usual indirect and overhead charges attributable to the Relocation will be estimated in the Cost Estimate and billed in accordance with PG&E's Cost Allocation Standards, meaning PG&E'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: Allowance for Funds Used During Construction (AFUDC), Administrative and General Costs (A&G), estimating, mapping, service planning, working stock, contract management, sourcing, material burden. PG&E may also bill such other usual direct, indirect, and overhead charges attributable to the Relocation provided such charges are regularly billed under a Cost Allocation Standard adopted by PG&E in the regular course of business during the term of this Master Agreement, and may follow PG&E's own guidelines as to the amounts reimbursable to employees and documentation required therewith. PG&E may also bill external charges and costs attributable to the Relocation. Nothing in this Master Agreement shall be construed to require PG&E to bill indirect and overhead charges attributable to the Relocation in accordance with the Cost Contract Principles and Procedures set forth in 48 CFR Part 31.
 - 4.5.3 The Cost Estimate shall be developed in accordance with the Uniform System of Accounts as approved by the Federal Energy Regulatory Commission.
 - 4.5.4 The Cost Estimate shall include Income Tax Component of Contributions, where applicable, in accordance with PG&E's tariff rules.
 - 4.5.5 PG&E shall transmit its Cost Estimate to VTA together with a written statement of PG&E's opinion of VTA's Proportionate Share of the costs of each element of the Relocation. If VTA believes that there is an error in the Cost Estimate and/or the Proportionate Share calculation or any revised Cost Estimate and/or any revised Proportionate Share calculation due to changes, it shall so notify PG&E, and if PG&E concurs, PG&E shall make any adjustment necessary within a reasonable time.
 - 4.5.6 In the event that VTA does not agree with the Relocation Plan within ninety (90) days of the date that the Relocation Plan is submitted to VTA, PG&E may, at its option, revise the Cost Estimate for the Relocation Plan to account for any increases in labor or materials that will be incurred to

perform the Relocation and VTA will be responsible to pay 100% of such Cost Estimate revision.

5. NOTICE TO OWNER.

- 5.1** For each proposed Relocation, within 15 days after the conclusion of the Planning and Design work described in Section 4 of this Master Agreement, PG&E will deliver to VTA a "Claim of Liability Letter" setting forth PG&E's projected costs, claim of liability, and proposed schedule for the Relocation.
- 5.2** VTA will notify PG&E of any disagreements with the contents of the Claim of Liability Letter within 30 days of receipt. If VTA notifies PG&E of any such disagreements, PG&E and VTA will work in good faith to resolve any such disagreements as expeditiously as possible.
- 5.3** VTA's Project Manager will prepare a Notice to Owner to define specific utility relocation scopes of work throughout the Project and to confirm the agreed-upon schedule and proposed cost. These Notices to Owner will call for PG&E to perform the construction functions required to complete the Relocation in the order specified in Section 6 herein.
- 5.4** PG&E must countersign the Notice to Owner to indicate its agreement with the terms therein within ten days of receipt, provided, however, that this ten-day period will be tolled if, within this ten-day period, PG&E identifies a material discrepancy between the Notice to Owner and the terms agreed upon by VTA and PG&E. If PG&E identifies any such material discrepancy, PG&E and VTA will work in good faith to resolve any such discrepancy. PG&E will then either sign the existing Notice to Owner or VTA will issue a replacement Notice to Owner, which PG&E must countersign upon receipt.
- 5.5** If any third parties hold rights in any way related or connected to, affected by, or concerning any Relocation, PG&E will provide such notices and obtain any consent or approvals needed from such third parties sufficiently in advance of the construction so as to ensure there will be no delay to the agreed-upon schedule.
- 5.6** All other aspects of the work covered by each Notice to Owner will be in accordance with the terms and conditions of this Master Agreement.

6. CONSTRUCTION.

- 6.1** If VTA determines that it desires PG&E to proceed with Relocation, VTA's Project Manager shall issue a Notice to Owner instructing the utility to proceed with the Relocation in accordance with the approved Relocation Plan. The Notice to Owner shall include:
 - 6.1.1** A statement as to whether VTA agrees or disagrees with PG&E's opinion of VTA's Proportionate Share of the costs of the Relocation. If VTA does

not agree with PG&E's opinion, the Notice to Owner shall set the budget authorization for the VTA Proportionate Share of the costs of the Relocation based upon PG&E's opinion furnished to VTA in accordance with Section 4.5 and shall state VTA's opinion of its Proportionate Share of those costs.

- 6.2** If VTA does not accept PG&E's opinion of VTA's Proportionate Share of the costs, VTA shall nonetheless pay the amount of invoices received pursuant to Section 9.1, and the dispute resolution procedures set forth in Section 13 shall be utilized to resolve the Proportionate Share dispute.
- 6.3** PG&E shall commence and diligently prosecute the Relocation to completion as nearly as possible in accordance with the Relocation Plan approved by VTA. Prior to construction VTA shall survey and stake in the field the new location of the PG&E Facilities in accordance with the approved Relocation Plan. For this effort PG&E will provide Auto CAD based design drawings.

 - 6.3.1** At such time as PG&E's expenditures reach approximately 75% of the Total Approved Amount specified in the Notice to Owner, PG&E will provide notice to VTA of the expenditures to-date and an estimate of cost and schedule to complete the Relocation. VTA understands and agrees that (A) estimates of expenditures are inherently imprecise, often depending on third-party input, which can be delayed, and on other unknowns, (B) PG&E may cease work if VTA does not increase the Total Approved Amount by issuing a Revised Notice to Owner within 90 days following PG&E's notification that its expenditures have reached approximately 75% of the Total Approved Amount in the Notice to Owner (except when PG&E believes that the amount in the existing Notice to Owner will be sufficient to complete the work), (C) if PG&E ceases work under this Section, PG&E may not provide a complete work product to VTA, and the amount necessary to complete the work may increase due to the work stoppage, and (D) while PG&E understands that VTA may not expend more than the then-current amount in the Notice to Owner, PG&E cannot guarantee that its costs will not exceed the amount specified in the Notice to Owner.
 - 6.3.2** If PG&E's notice of expenditures is for an amount that will exceed 115% of its cost estimate, PG&E will include an explanation for such cost increase as described in Section 8.2.1.4.
- 6.4** Permits

 - 6.4.1** VTA will enter into any required "1602 Lake and Streambed Alteration Agreements" with the California Department of Fish and Wildlife. PG&E will be responsible for implementing the permit conditions contained therein. PG&E should however, be given an opportunity to review and comment on the conditions prior to VTA entering the final agreement with

the Department. PG&E may, at its option, enter into the required "1602 Lake and Streambed Alteration Agreements" with the California Department of Fish and Wildlife.

6.4.2 VTA will obtain any required "National Pollutant Discharge Elimination System" ("NPDES") permit. PG&E or PG&E's contractor will prepare the Storm Water Pollution Prevention Plan ("SWPPP") and submit it to VTA for review and approval. VTA shall review the SWPPP and determine whether it will meet the requirements of the NPDES. If not, VTA shall return the SWPPP to PG&E with directions to modify the design. PG&E shall modify the SWPPP design until VTA is reasonably satisfied that the SWPPP will meet the requirements of the NPDES. When reasonably satisfied that the SWPPP will meet the requirements of the NPDES, VTA shall approve the SWPPP in writing. Work will not be permitted until two (2) working days following VTA's approval of the SWPPP.

6.4.3 With the exception of the encroachment permits that shall be obtained in accordance with Section 6.4.4 below, VTA shall acquire, at no cost to PG&E and in a form satisfactory to PG&E, all necessary permits required for the temporary or permanent Relocation of PG&E's facilities from governmental agencies having jurisdiction over the same and shall file any statement required by, and otherwise comply with, the applicable provisions of the Environmental Quality Act of 1970 (California Public Resources Code, Sections 21000 et seq.). PG&E will not commence any construction until all required permits have been obtained.

6.4.4 PG&E shall secure all encroachment permits that may be required for the Relocation of PG&E Facilities to a new location in the Public Right of Way. Any costs incurred by PG&E for such encroachment permits shall be allocated between the parties pursuant to the Proportionate Share set forth in Section 2.

6.5 Upon discovery of Hazardous Material in connection with the Relocation, both VTA and PG&E shall immediately confer to explore all reasonable alternatives and agree on a course of action, and PG&E shall immediately reschedule the work to complete the Relocation in accordance with VTA's reasonable schedule and in compliance with existing statutes or regulations concerning the disposition of Hazardous Material.

6.5.1 VTA will pay, in its entirety, those costs for additional necessary effort undertaken within VTA Property to comply with existing statutes or regulations concerning the disposition of Hazardous Material found as a consequence of that Relocation, unless such Hazardous Material has been introduced and released as a result of the existing installation or operation of the PG&E Facilities or by the construction activities of PG&E or PG&E contractors, in which case those costs will be paid by PG&E, to the extent

such Hazardous Material was released by PG&E.

6.5.2 VTA will pay, in its entirety, those costs for additional necessary efforts undertaken within the area of the replacement property right located outside VTA Property to comply with existing statutes or regulations concerning the disposition of Hazardous Material unless such Hazardous Materials has been introduced and released as a result of the construction activities of PG&E or PG&E contractors, in which case that disposition will be made at no additional expense to VTA.

6.5.3 Each Party to this Master Agreement 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.

6.6 VTA shall inspect and survey the relocated PG&E Facilities to verify that they are installed to the correct vertical and horizontal alignment per the Relocation Plan. PG&E shall provide VTA with at least forty-eight (48) hours advance notice prior to PG&E placing backfill material over relocated PG&E facilities.

7. REVISIONS TO RELOCATION PLAN.

7.1 If at any time after VTA has issued a Notice to Owner for the Relocation either Party determines that it is necessary to deviate from the approved Relocation Plan, the Party making the determination shall notify the other Party.

7.2 The parties shall agree upon the nature and scope of the deviation from the Relocation Plan.

7.3 VTA shall issue a Revised Notice to Owner describing the nature and scope of the deviation. To the extent design and/or construction work has occurred and is no longer needed due to the deviation, the Proportionate Share will be handled in accordance with Section 10.

7.4 PG&E shall not proceed with the deviation until it has received the Revised Notice to Owner.

7.5 Within 60 days of Parties' reaching agreement on the nature and scope of the deviation, PG&E shall provide VTA with a design and a Cost Estimate of any increase or decrease in Actual Cost that it expects to result from the deviation. If PG&E reasonably determines that it will take more than 60 days to provide the estimate, PG&E shall provide VTA with the length of time necessary to complete the Cost Estimate. If VTA accepts the Cost Estimate, for purposes of this Section 7, the Cost Estimate shall be deemed increased or decreased by this amount. If VTA does not accept this estimate, VTA shall provide written notice to PG&E explaining its position. The dispute shall be resolved pursuant to Section 13.

8. BILLING.

8.1 PG&E may bill VTA for its Proportionate Share of work hereunder in installments, not more often than monthly and no less often than quarterly. All invoices shall be sent to:

VTA.AccountsPayable@vta.org

8.1.1 PG&E may only bill for VTA's Proportionate Share of the Actual Costs incurred to date. The installment invoice shall state the cost of labor and materials incurred by PG&E to a date specified, deduct therefrom any previous installments paid by VTA, and provide an estimate of the percentage of the Total Approved Amount expended as of the specified date.

8.2 Not later than 365 days after PG&E has completed the Relocation, PG&E shall submit to VTA a final invoice for VTA's Proportionate Share of the Relocation.

8.2.1 The final invoice shall state the following:

8.2.1.1 The estimated cost as shown on the Cost Estimate for each element of the Relocation for which a separate element was estimated,

8.2.1.2 The Actual Cost incurred for the element,

8.2.1.3 VTA's Proportionate Share of the costs of each element, and

8.2.1.4 The percentage by which the total costs for the elements deviate from the total Cost Estimate.

The invoice shall also state VTA's Proportionate Share for the Relocation and deduct therefrom any payments already received from VTA based on installment invoices. If the total of Actual Costs exceeds the total of estimated costs by more than 15%, the invoice shall be accompanied by a written explanation for the deviation. If the Actual Cost exceeds the estimated cost solely as a result of a Revised Notice to Owner issued pursuant to Section 7.3, a copy of the revised Notice to Owner shall suffice as an explanation.

9. PAYMENT.

9.1 Not later than 60 days after receipt of an invoice, VTA shall pay to PG&E the amount of the invoice.

9.2 If the final invoice seeks an amount that will cause the total payments to exceed 115% of its Proportionate Share of the Cost Estimate, VTA will issue a revised Notice to Owner (if one has not previously been issued) prior to the payment of PG&E's final invoice. Any and all increases in costs that are the direct result of a

Deviation from the Relocation Plan shall have the prior written concurrence of VTA as provided in Section 7.5.

- 9.3 If an invoice seeks an amount that will cause the total payments made by VTA to exceed 115% of its Proportionate Share for the Cost Estimate, as such cost may be amended in accordance with Section 6.3.1, and VTA is satisfied with the explanation provided by PG&E for the excess, VTA shall pay that amount within 60 days of receipt of the final invoice.
- 9.4 If an invoice seeks an amount that will cause the total payments made by VTA to exceed 115% of its Proportionate Share of the Cost Estimate, as such cost may be amended in accordance with Section 6.3.1, and VTA disputes the excess, VTA shall pay an amount within 60 days of receipt of the final invoice that will bring its total payment to 115% of its Proportionate Share of the Cost Estimate. The payment of any amount in excess shall be subject to the dispute resolution provision of Section 13.

10. WASTED WORK.

- 10.1 If VTA, for any reason, requests or causes PG&E to incur any expense, or to physically relocate any PG&E Facilities or portions thereof at a particular location, and then subsequently modifies the design or does not construct the Project at that location so that the work performed by PG&E is unnecessary or must be redone, such work shall be treated as Wasted Work and VTA shall be liable to PG&E for all costs, expenses, or damages caused thereby.
- 10.2 If PG&E incurs any expense or physically relocates any PG&E Facilities or portions thereof at a particular location, and then subsequently modifies the design or has to relocate its Facilities or portions thereof at that same location due to PG&E internal design preferences, then such work shall not be treated as Wasted Work and PG&E shall be solely liable for all costs and expenses of the subsequent design or relocation work, regardless of what VTA's Proportionate Share may have been. This Section 10.2 will not apply to any modifications to the design made necessary to comply with applicable laws, regulations or permits by any governmental authority with jurisdiction.

11. CANCELLATION OF PROJECT

- 11.1 If the Project, which precipitated this Master Agreement, is canceled or modified so as to eliminate the necessity of work by PG&E, VTA will notify PG&E in writing and VTA reserves the right to terminate this Master Agreement by Amendment for convenience as described in Section 23.3.
- 11.2 If at any time VTA becomes aware that funding will not be available, or has reasonable grounds for believing that funding may not be available to pay PG&E for work being performed by PG&E under this Master Agreement, VTA shall promptly notify PG&E 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

VTA's termination for convenience as described in Section 23.3, amending the Master Agreement, stopping work, or other steps to ensure continuity of service to PG&E's customers.

Any Inadequate Funding Notice will be sent to the PG&E Contact designated below:

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

- 12. RETENTION OF RECORDS.** For a period of three years after completion of a Relocation, each Party shall keep and maintain all books, papers, plans, drawings, records, accounting records, files, reports and other material relating to the Relocation and shall make these records available to the other Party and any third party agency providing any part of the funding for VTA's Project and their respective auditors at any reasonable time and upon reasonable notice of the purposes of auditing, inspection, and copying. All such auditing, inspection, and copying costs shall be at the sole cost of the Party requesting the records. VTA shall be liable to PG&E for all reasonable costs and expenses incurred by PG&E in responding to any requests for information, data or analysis connected to or arising from any audit relating to the Relocation, whether by VTA or any third party agency providing any part of the funding for VTA's Project. PG&E shall include in any contract for any part of the Relocation a similar requirement and a provision requiring its contractor to require any subcontractor to do likewise.
- 13. DISPUTE RESOLUTION.**
- 13.1** Either party may give the other party written notice of any dispute. If VTA disputes an invoice, VTA shall give PG&E notice of the dispute within 30 days of receipt of the invoice. If PG&E disputes VTA's opinion of its Proportionate Share, PG&E shall give VTA notice of the dispute within 30 days of receipt of VTA's opinion of its Proportionate Share. The notice shall state the basis of the dispute.
- 13.2** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Master Agreement or any subsequent Notice to Owner promptly by negotiations between a Vice President of PG&E or, if designated by a Vice President, an Operations Manager of PG&E, and an executive of similar authority of VTA. Within twenty (20) days after delivery of the notice specified in Section 13.1, the executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute.
- 13.3** If the matter has not been resolved within thirty (30) days of the first meeting, either Party may initiate a mediation of the controversy. Neither party may initiate litigation until at least one mediation has been conducted.

- 13.4** All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 1152.5 of the California Evidence Code shall apply, and Section 1152.5 is incorporated herein by reference.
- 13.5** Notwithstanding the foregoing provisions, a party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.
- 13.6** Each party is required to continue to perform its obligations under this Master Agreement or any subsequent Notice to Owner pending final resolution of any dispute arising out of or relating to this Master Agreement or any subsequent Notice to Owner.
- 14. SERVICE FACILITIES.** The Parties understand and agree that Relocation to be performed by PG&E under this Master Agreement is solely that of existing PG&E Facilities. Further, any construction or work on facilities, primarily serving any new location shall be provided in accordance with rules, regulations and service priorities of PG&E, subject to rates and charges as are from time to time adopted by PG&E, and in accordance with any applicable rules and regulations of the California Public Utilities Commission.
- 15. RIGHTS RESERVED BY PARTIES.**
- 15.1** In the performance of this Master Agreement , VTA agrees that PG&E:
- 15.1.1** Is engaged in an independent business;
 - 15.1.2** Is an independent contractor and is not an employee of VTA;
 - 15.1.3** Shall have, and hereby retains, full control of its businesses;
 - 15.1.4** Shall have, and hereby retains, full control of all the employment, compensation and discharge of all of its employees;
 - 15.1.5** Shall be fully responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters; and
 - 15.1.6** Shall be responsible for its own acts and those of its agents and employees
- 15.2** In the performance of this Master Agreement , PG&E agrees that VTA:
- 15.2.1** Is engaged in an independent business;
 - 15.2.2** Is an independent contractor and not an employee of PG&E;
 - 15.2.3** Shall have, and hereby retains, full control of its business;

- 15.2.4 Shall have, and hereby retains full control of all the employment compensation and discharge of all of its employees;
- 15.2.5 Shall be fully responsible for all matters relating to the payment of their employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters; and
- 15.2.6 Shall be responsible for its own acts and those of its agents and employees

16. FORCE MAJEURE AND ALLOCATION OF RESOURCES.

16.1 No Party shall be liable for any delay or failure in performance of any part of this Master Agreement from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authority, unanticipated changes to government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts (except where caused by PG&E's negligence or willful misconduct), volcanic action, other major environmental disturbances, or unusually severe weather conditions.

16.2 PG&E shall make a reasonable attempt to effect any Relocation in a timely and expeditious manner in accordance with good utility practice and consistent with reliability and safety. Each Relocation shall be placed in PG&E's regular schedule for engineering and construction. PG&E reserves the right to reallocate material or labor resources to the construction or maintenance projects which it deems, in good faith and in its sole discretion, necessary for serving the needs of all of its customers. PG&E shall reallocate such material or labor resources to again perform work under this Master Agreement, when, in its good faith opinion, the need to respond to such customer needs no longer exists. PG&E shall not be liable for any delay in effecting any Relocation hereunder resulting from such allocation or reallocation of PG&E's resources.

17. APPLICABLE LAWS. In the performance of work under any subsequent Notice to Owner, PG&E and its contractors and subcontractors shall comply with all applicable laws and regulations including but not limited to payment of prevailing wages to applicable job classifications.

18. NO PRECEDENT SET BY AGREEMENT. The Parties agree not to use this Relocation Master Agreement to urge the establishment of any judicial precedent or legal principle or rule respecting liability for payment of expenses or costs to relocate PG&E Facilities; however, the foregoing notwithstanding, said Master Agreement and its provisions may be disclosed to third parties, and maybe referred to by the Parties in future discussions and negotiations, if any, with one another and third parties.

19. NOTICES.

- 19.1 All notices or other communications under this Master Agreement shall be deemed to have been duly given when made in writing and either (1) delivered in person, (2) delivered to an agent, such as an overnight delivery service or (3) deposited in the United States Mail, postage prepaid, and addressed as follows:

Pacific Gas and Electric Company
Madeline Silva Khan
Manager, PG&E State Infrastructure
Projects
77 Beale Street, 28th Floor
San Francisco, CA 94105

Santa Clara Valley Transportation Authority
Ethan Feron
Manager, Utilities Coordination
3331 North First Street, Building A
San Jose, CA 95134-1927

Lam Vu
Land Agent
111 Almaden Boulevard
San Jose, CA 95115

- 19.2 The names and addresses to which notices or communications may be given may be changed by written notice give by any Party to the other Parties pursuant to this Section.
20. **CHOICE OF LAWS.** This Master Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any controversy or claim arising out of or in any way relating to this Master Agreement which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or if jurisdiction over the action cannot be obtained in a California State Court, in a Federal Court of competent jurisdiction situated in the State of California.
21. **NON-WAIVER.** The waiver by either PG&E or VTA of any breach of any term, covenant, or condition contained in this Master Agreement, or any default in the performance of any obligations under this Master Agreement, shall not be deemed to be a waiver of any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.
22. **ENFORCEABILITY.** If any of the provisions or application of any of the provisions, of this Master Agreement are held to be illegal or invalid by a court of competent jurisdiction or arbitrator/mediator, PG&E and VTA shall negotiate an equitable adjustment in the provisions of this Master Agreement with a view toward effectuating the purpose of this Master Agreement. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Master Agreement will not

affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Master Agreement.

23. TERM AND TERMINATION OF CONTRACT.

23.1 This Master Agreement will be for a term of ten (10) years from the Effective Date (as provided in Section 27) unless terminated earlier.

23.2 Each Party shall notify the other of any item considered by such Party to be a material breach of this Agreement to allow the allegedly breaching Party an opportunity to cure. If such material breach is not corrected or corrective action commenced within ten (10) business days of receipt of a notice to cure sent by the non-breaching Party, or within an extended period authorized in writing by the Party giving notice of the breach, and diligently pursued to completion, the non-breaching Party may, at its option, terminate this Agreement.

23.3 VTA may terminate this agreement for its convenience on thirty days' written notice upon the occurrence of any condition identified in Section 11 above. In the event of termination for convenience, VTA will pay PG&E all costs PG&E incurred prior to the date of termination, as well as all reasonable costs mutually agreed are necessary to effect the termination, including but not limited to demobilization costs but not including any lost profits.

24. INTEGRATION. This Master Agreement and any subsequent Notice to Owner constitutes the entire agreement and understanding between the parties as to the Advanced Design, Cost Estimates and Relocation work specified herein. This Master Agreement and any subsequent Notice to Owner supersede all prior or contemporaneous agreements, commitments, representations, writings, and discussions between VTA and PG&E, whether oral or written, and has been induced by no representations, statements or agreements other than those expressed herein. Neither VTA nor PG&E shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Master Agreement and any subsequent Notice to Owner. This Master Agreement may not be amended except by a written agreement executed by both PG&E and VTA.

25. ASSIGNMENT.

25.1 Neither this Master Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated, directly or indirectly, by a Party without the prior written consent of the other Party, and any attempt to assign or delegate without such consent shall be void; provided, that the other Party's consent shall not be required for (a) assignments to affiliates, where, in the absence of the other Party's consent thereto the assigning Party retains responsibility for the payment and performance of all of its obligations and liabilities hereunder; and (b) assignments by operation of law in connection with any merger or consolidation of a Party with or into a Person whether or not such Party is the surviving or resulting Person.

- 25.2** The provisions of this Master Agreement shall inure to the benefit of and bind the respective successors and assigns of the parties.
- 26. SURVIVAL.** The provisions of this Master Agreement which by their nature should survive expiration, cancellation or other termination of this Master Agreement, including but not limited to provisions regarding confidentiality (Section 13.4) and availability of information (Section 12), shall survive such expiration, cancellation or other termination.
- 27. APPROVALS AND EFFECTIVE DATE.** In the event PG&E determines, in its sole discretion, that approval of the bankruptcy court or any other court having jurisdiction over PG&E's chapter 11 cases currently pending before the United States Bankruptcy Court for the Northern District of California (Lead Case No. 19-30088 (DM)) is necessary or required in order to enter into this Master Agreement or to perform the transactions contemplated under this Master Agreement, to the extent such approvals have not already been obtained, PG&E will seek approval of such court of competent jurisdiction, and in such event, PG&E's obligations under this Master Agreement will be subject to and conditioned upon receipt of such approval from such court. PG&E will also advise file a copy of this Master Agreement upon execution by PG&E and VTA with the California Public Utilities Commission pursuant to General Order 96-B, Section 8.2.3. It shall become effective and binding upon PG&E's filing it with the California Public Utilities Commission pursuant to General Order 96-B, Section 8.2.3 and PG&E shall provide a conformed copy of its filing to VTA.
- 28. AUTHORITY.** Each Party represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Master Agreement, (b) the execution, delivery and performance of this Master Agreement by it has been duly authorized by all necessary corporate or other requisite actions, (c) it has duly and validly executed and delivered this Master Agreement, and (d) this Master Agreement is a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally and general principles of equity.
- 29. COUNTERPARTS.** This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Master Agreement, but all of which, when taken together, shall be deemed to constitute one and the same agreement.

Executed:

Pacific Gas and Electric Company

By: _____

Date

Santa Clara Valley Transportation Authority

By:  7/31/19
Nuria Fernandez Date
General Manager & C.E.O.

Approved as to form:

By:  7.29.19
J. Carlos Orellana Date
Deputy General Counsel

Executed:

Pacific Gas and Electric Company

Santa Clara Valley Transportation Authority

E-SIGNED by Janet Loduca September 16, 2019
on 2019-09-16 23:49:26 GMT
By: _____
Janet Loduca Date
Senior Vice President
And General Counsel

By: _____
Nuria Fernandez Date
General Manager & C.E.O.

Approved as to form

By: _____
J. Carlos Orellana Date
Deputy General Counsel

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
35657-G	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 8	31542-G
35658-G	GAS TABLE OF CONTENTS Sheet 1	35655-G
35659-G	GAS TABLE OF CONTENTS Sheet 7	35656-G



LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Sheet 8

Name and Location of Customer			Commission Authorization	Most Comparable Regular Tariff		
PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	<u>Number and Date</u>	Schedule or Rule No.	Contract Difference	
MISSION TRAIL REGION (Cont'd.)						
<u>Other Public Agencies (Cont'd.)</u>						
Santa Clara Valley Transportation Authority – LRT Efficiency Project	Commercial	10-7-14 5 Years	Resolution number and date to be added upon Commission approval	Gas Rule 15	Facility Relocation Cost Responsibility	
Santa Clara Valley Transportation Authority – BSVII Project	Railway	1-2020 10 years	Resolution number and date to be added upon Commission approval	Gas Rule 15	Facility Relocation Cost Responsibility	(N) (N)
Santa Clara Valley Transportation Authority – EBRC Project	Railway	9-2019 10 years	Resolution number and date to be added upon Commission approval	Gas Rule 15	Facility Relocation Cost Responsibility	(N) (N)
<u>Developers/Subdividers</u>						
Gary M. & Delores A. Guardino Morgan Hill, Tract 5781	Firm	7-27-76 10 Years*4	Res. G-2038 3-1-77	Gas Rule 15	Cost of Ownership Fund	
Return Resources Corp. San Martin	Firm	3-9-77 10 Years*4	Res. G-2275 5-22-79	Gas Rule 15	Cost of Ownership Fund	
Gerald McCullough Hillcrest Industrial Park Hollister	Firm	7-7-78 ---	Res. G-2253 11-29-78	Gas Rule 15 Sect. E-7	Cost of Ownership Fund	
New England Mutual Life Insurance Company Orchard Technology Park, San Jose	Firm	2-6-79 ---	Res. G-2276 5-25-79	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	
Standard Realty & Development Co. South Bay Industrial Park Milpitas	Firm	3-2-79 ---	Res. G-2289 7-11-79	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	
Castroville Holding Co./Castroville Industrial Park Castroville	Firm	9-26-79 ---	Res. G-2344 4-2-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	
Prudential Insurance Co. of America, Oak Creek Business Park, Milpitas	Firm	10-12-79 ---	Res. G-2344 4-2-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	
Passek Industrial Park Greenfield, Monterey Co.	Coml/Ind	1-18-80	Res. G-2351 5-30-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	
Interknoll – Mission Park San Jose	Coml/Ind	1-29-80 ---	Res. G-2372 9-20-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	
River Oaks Associates San Jose	Coml/Ind	2-1-80 ---	Res. G-2351 5-30-80	Gas Rule 15 Sect. E-7	Monthly Cost of Ownership Charge	

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

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Rule 19.4	California Alternate Rates for Energy for Qualified Food Bank Facilities	35059-G
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.....20211,13247,13248,28466,17112,22437,29938, 35657 ,13254,14426,13808,35193,	(T)
.....20390,16287,29333,29053,29334,14428,13263,14365,32879,35654,16264,13267-G	

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<u>Other Public Agencies</u>					
Santa Barbara County Water Agency Santa Maria Valley Conservation Dist.	General Service	5-19-59 Indefinite*2	G.O.96,X.B. 7-22-59	Rule 15	Monthly Charge for Excess Facilities
Santa Clara County Transit District	Railway	9-23-87 20 Years	Res. E-3049 9-23-87	Rule 9 Schedule E-20	Ceiling Rate; Totalized Billing Demand
Santa Clara Valley Transportation Authority – LRT Efficiency Project	Commercial	10-7-2014 5 Years	Resolution number and date to be added upon Commission approval	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – SVBX Project	Commercial	9-20-2010 10 Years	10-24-2012	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – SC-AR Project	Commercial	6-17-2012 10 Years	10-24-2012	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Water District	Coml	2-16-88	---	Rule 15	Equivalent One-Time Payment For Cost of Ownership
Santa Clara Valley Transportation Authority – BSVII Project	Railway	1-2020 10 years	Resolution number and date to be added upon Commission approval	Rule 15	Facility Relocation Cost Responsibility
Santa Clara Valley Transportation Authority – EBRC Project	Railway	9-2019 10 years	Resolution number and date to be added upon Commission approval	Rule 15	Facility Relocation Cost Responsibility

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

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**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		