

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



October 4, 2018

Advice Letter 5046-E

Erik Jacobson
Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, CA 94177

SUBJECT: Agreements with California High Speed Rail Authority (CHSRA) for Technical Studies, Initiation of Necessary Land and Environmental Studies, Engineering and Permitting Related to Electric Utility Interconnections for the California High Speed Rail Project in Accordance with General Order 96-B, Section 8.2.3

Dear Mr. Jacobson:

Advice Letter 5046-E is effective as of September 27, 2018 per Resolution E-4886 Ordering Paragraphs.

Sincerely,

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

Edward Randolph
Director, Energy Division

April 5, 2017

Advice 5046-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Agreements with California High Speed Rail Authority (CHSRA) for Technical Studies, Initiation of Necessary Land and Environmental Studies, Engineering and Permitting Related to Electric Utility Interconnections for the California High Speed Rail Project In Accordance with General Order 96-B, Section 8.2.3

Purpose

Pacific Gas and Electric Company (PG&E or Company) requests approval of agreements with the California High Speed Rail Authority (CHSRA or the Authority) for certain work related to electrical interconnections of power facilities in support of the High-Speed Rail Project (the CHSRA Project), including the engineering and permitting work for the electric transmission facilities to be constructed.

As explained in more detail below, PG&E and High Speed Rail (HSR) have entered into several agreements with respect to the engineering and electrical interconnection of power facilities: HSR 10-10¹, HSR 14-37², HSR 14-37a1³, HSR 14-37a2⁴, and now HSR 16-56⁵. HSR 14-37, along with HSR 10-10, provided for initial engineering studies, allowed for the updating of such studies, and began the process for the

¹ A copy of HSR 10-10 is attached as Attachment 1. Please note that HSR 10-10 was signed in November and December 2012 and expired June 2013. In Advice 4570-E, PG&E submitted a copy of HSR 10-10 that was substantively the same scope of work, and the same amount, but had been signed in 2010 and expired June 2012. HSR 10-10 included through incorporation by reference to Department of General Services (DGS) Standard Contract Terms GTC-610, which provides that the agreement is not effective until approved by DGS. The earlier HSR 10-10 was apparently not approved by DGS and the second HSR 10-10 was approved by DGS. PG&E apologizes for the error of submitting the earlier, unapproved HSR 10-10 in Advice 4570-E.

² A copy of HSR 14-37 is attached as Attachment 2.

³ A copy of HSR 14-37a1 is attached as Attachment 3.

⁴ A copy of HSR 14-37a2 is attached as Attachment 4.

⁵ A copy of HSR 16-56 is attached as Attachment 5.

necessary land and environmental studies. HSR 16-56 covers engineering and permitting work.

PG&E previously submitted Advice 4570-E on January 26, 2015, and Advice 4570-E-A on December 22, 2015, which superseded Advice 4570-E. Those advice filings submitted HSR 10-10, HSR 14-37, and HSR 14-37a1, but in 2016 PG&E asked the Commission to suspend its consideration of Advice 4570-E and Advice 4570-E-A, as PG&E was anticipating the negotiation and filing of HSR 16-56, which was related to the prior agreements and it seemed more efficient to handle in one Resolution addressing all of these agreements. After discussion with Energy Division, on March 16, 2017, PG&E withdrew Advice 4570-E and 4570-E A, and is now submitting these agreements in one filing to be reviewed together.

PG&E respectfully requests approval of HSR 10-10, HSR 14-37, HSR 14-37a1, HSR 14-37a2 and HSR 16-56, pursuant to Section 8.2.3 of General Order (G.O.) 96-B, and Section 5.3 (8) of the Energy Industry Rules. As originally noted in Advice 4570-E, PG&E has treated HSR 10-10, HSR 14-37, and HSR 14-37a1 as effective pending disposition under Section 7.5.3 and Section 8.2.3 of GO 96-B, and will also treat HSR 14-37a2 and HSR 16-56 as effective pending disposition. This advice filing provides greater detail about HSR 16-56 than about the other, smaller agreements, as it is the most complex and involves a larger scope and greater cost than the prior, smaller agreements.

Background

As explained in Resolution G-3498, CHSRA is responsible for planning, designing, building, and operating the first high-speed rail system constructed in the United States. The system will run from San Francisco to Los Angeles/Anaheim (Project Phase 1, about 520 miles) and is capable of running at speeds of more than 200 miles per hour. The system will eventually extend to Sacramento and San Diego (Phase 2) and operate along 800 miles of rail.

The CHSRA Project is expected to require the installation of twelve traction power stations (Interconnection Sites) for the approximately 345 mile portion of the Project that will run through PG&E's service territory. Two of the twelve Interconnection Sites (Sites 1 and 3) are in the Bay Area and are being addressed as part of the Caltrain Peninsula Corridor Electrification Project.⁶ HSR 10-10, HSR 14-37, HSR 14-37a1, and HSR 14-37a2 address preliminary scoping and preliminary engineering. HSR 16-56

⁶ The Master Agreement and Supplement 1 for the Caltrain Peninsula Corridor Electrification Project were approved by the Commission in Resolution E-4811. Supplements 2 and 5 for that project have been submitted to the Commission by Advice 4985-E on December 20, 2016.

covers the engineering and permitting for the remaining ten Interconnection Sites in PG&E's service territory, referred to as Sites 4-13.⁷

Discussion

HSR 10-10

In order to meet the requirements of the CHSRA, PG&E began preliminary engineering work for the design of the electric interconnections of HSR facilities in 2012. This engineering work commenced under PG&E's standard application for service (Form 62- 0685, *Application For Service, Commercial/Industrial Development*). However, this form was later deemed unacceptable to the CHSRA as it failed to meet certain State of California General Service Administration (GSA) requirements which CHSRA is obliged to follow. As a result, PG&E and the CHSRA subsequently entered into the GSA standard form agreement (HSR10-10). The State of California GSA standard form agreements depart from the filed PG&E application for service (Form 62-0685, *Application For Service, Commercial/Industrial Development*) and therefore are being filed.

HSR10-10, which had a maximum amount of \$500,000, provided for initial studies to be completed by PG&E, to identify available transmission lines, substations, connection type, system upgrades, and other system considerations necessary to interconnect the proposed CHSRA Project. Work under HSR 10-10 has been completed.

HSR 14-37

In June of 2015, PG&E and CHSRA entered into an additional State of California GSA standard form agreement, HSR 14-37 for a maximum amount of \$3,255,476.53. HSR 14-37 provides for the update of the interconnection studies for Sites 8 – 13 at the request of the CHSRA and initiates the land and environmental studies necessary to meet G.O. 131-D requirements. Specifically, HSR14-37 provides for re-examination of the PG&E technical studies performed under HSR10-10 to reflect updated load and system information, as well as the development and issuance of requests for proposal (RFP) to identify qualified contractors to complete the necessary land, environmental, and engineering studies. The agreement also defines a single phase and regenerative braking system impact study to be completed by the CHSRA. Work under 14-37 is nearly complete with single phase studies left to be completed.

⁷ There will be at least one additional Interconnection Site, for a heavy maintenance facility, and perhaps another for tunnel boring, but the engineering and other work for those and any other interconnection sites will be handled by separate agreement(s) that will be filed with the Commission. In addition, materials procurement and construction for the ten interconnection sites covered by this agreement will also be handled by separate agreements, once engineering and design are further along.

HSR 14-37a1

In July of 2015, PG&E and CHSRA agreed to Amendment 1 to HSR 14-37 to add four interconnection sites (Sites 4 – 7) for analysis, a corresponding increase of \$1.7 million in funding to \$4,986,355.72 for those additional sites, and to allow PG&E to utilize subcontractors.

The billing terms under the amended agreement are that PG&E invoices no more than monthly in arrears and CHSRA shall reimburse within 45 days for actual costs incurred at the agreed upon rates in the contract.

HSR 14-37a2

In December of 2016, PG&E and CHSRA executed HSR 14-37a2, a second amendment to HSR 14-37. This amendment reflected changes to funding requirements and processes for compensation, invoicing and payments. Additionally, the amendment included an updated PG&E rate sheet and invoice template. It did not revise the scope or include an increase in funding.

HSR 16-56

HSR 16-56 governs PG&E's Engineering and Permitting work in connection with CHSRA's design, engineering and permitting activities for the intended network upgrades and transmission extension facilities needed to energize the Traction Electrification System used to power CHSRA's trains.

As with the other CHSRA agreements, the first page of the Agreement is State of California Standard Agreement form STD 213, which identifies the parties, the maximum amount (\$36,034,000), and then identifies and incorporates the exhibits that contain the substance of the agreement. HSR 16-56 has been heavily negotiated, and although it follows tariff principles in many areas, it is unique and deviates from the tariffs in many ways (as shown by the unique provisions discussed below).

HSR 16-56, Exhibit A, Engineering and Permits Scope of Work covers the following matters:

Section I, Recitals, contains various recitals related to previous technical studies and agreements between PG&E and CHSRA regarding interconnection of PG&E and HSR.

Section II, Definitions, defines terms used in HSR 16-56.

Section III, Authority Design Responsibility Items Scope of Work, sets forth the work to be performed by PG&E and CHSRA to advance the design, engineering, and permitting of the Authority Design Responsibility Items (ADRI) for Sites 4-13, as

set forth in the Technical Study Reports, which were completed under HSR 14-37. ADRIs are defined in Section II as the line extensions and other facilities to enable interconnection and are not located on property owned by PG&E, unless otherwise agreed. In other words, generally speaking, PG&E will have design responsibility for substation and network upgrades, and the Authority will have design responsibility everywhere else. HSR 16-56 only deals with facilities that will ultimately be owned by PG&E, whether designed by PG&E or CHSRA. PG&E has little involvement with the interior parts of the traction power stations.

Section III explains the Authority's responsibility for ADRIs, including the design, engineering and permitting. As explained in Section 3.1(d), PG&E will serve in a support and oversight role in the Authority's development of the Engineering and Design Reports, through, among other things, consultation, sharing PG&E's standards and guidance on Good Utility Practice, and other assistance as requested or necessary. The Authority, or its contractors, will provide Engineering and Design reports to PG&E at agreed upon intervals, including, at a minimum, at the 30%, 60% and 90% design levels. If the design does not meet the standards required by the Agreement, the Authority is obligated to remedy the deficiencies in that portion of the Authority's work. Section 3.1(g) addresses final acceptance of engineering and design reports by PG&E.

Section 3.2 addresses pre-construction activities. Section 3.3 provides that the new facilities will ultimately be owned and operated by PG&E, and be transferred to PG&E at completion of construction.

Section IV, PG&E Design Responsibility Items Scope of Work, outlines the work to be performed by PG&E and CHSRA to advance the PG&E Design Responsibility Items (PDRIs)⁸. PG&E will have responsibility for the design and engineering of PDRIs.

Section V, Cost Allocation, Cost Estimates and Payment, addresses cost allocation, cost estimates and payment. The agreed principles of cost allocation, cost estimates and payment are currently as follows:

- The Authority will pay PG&E based on actual costs, not estimated costs, on a pay as you go basis, with payments due after monthly invoices.⁹ The concept is that the Authority will appropriately bear the financial risk of cancelation or modification of the Project. This principle includes payments

⁸ "PDRIs" or "PG&E Design Responsibility Items" are defined in Exhibit A of HSR 16-56 as improvements to PG&E's electrical system that are required to enable the interconnection and operation of the High-Speed Rail System, including new and modified facilities but excluding any ADRIs. In other words, except as otherwise agreed PG&E has responsibility for designing network upgrades and upgrades to existing PG&E substations.

⁹ HSR 16-56, Exhibit A, Section 5.3(a) and Exhibit B, Section II.

by the Authority for all costs incurred by PG&E for all PG&E Work, regardless of ultimate cost responsibility.

- PG&E and the Authority will develop and refine a process, criteria, documentation and data for determining cost allocation consistent with the general cost allocation rules as set forth in FERC and CPUC rules, regulations and processes in effect at the time of transfer.¹⁰
- The Authority will ultimately be responsible for (i.e., will not be reimbursed for)
 - (a) any applicable Income Tax Component of Contribution (ITCC)¹¹
 - (b) any increased cost due to any re-work caused by a change in the Project design.¹²
- PG&E will reimburse the Authority for the cost items that PG&E is responsible for after the California Independent System Operator assumes operational control of a new facility and the new facility and the portion of the Project being served by that new facility is in service.^{13, 14}
- Unlike a distribution extension, the Authority will not receive any allowances, will not be entitled to refunds under the standard provisions of Electric Rules 15 and 16, and will not be eligible for the “non-refundable discount option under Electric Rule 15.D.5.c.”¹⁵
- Cost estimates will be developed for the Authority’s use, and will periodically be refined as engineering progresses.¹⁶
- The Authority will reasonably support filings at the FERC and at this Commission provided that the filings are consistent with the Agreement.¹⁷

¹⁰ HSR 16-56, Exhibit A, Section 5.1.

¹¹ HSR 16-56, Exhibit A, Section 5.1(d); see also Electric Preliminary Statement J and Electric Rule 15.D.4.

¹² HSR 16-56, Exhibit A, Section 5.1(d).

¹³ HSR 16-56, Exhibit A, Section 5.3(c). This is a ratepayer protection tool, as it is a means of having the Authority take the Project cancellation risk. Since PG&E’s obligation to reimburse the Authority is triggered when the new facility is in service, other customers will not be burdened with these costs until and unless the new facility is in service,

¹⁴ Distribution level facilities, if there are any, will be refunded when the new facility is placed in service. Section 5.3 (c)(ii). The precise timing of the reimbursement, and whether it will be with or without interest, has been reserved by the parties and will be the subject of a separate or subsequent agreement. Section 5.3(c)(iii).

¹⁵ HSR 16-56, Exhibit A, Section 5.2; compare Electric Rule 15.C, 15.D, 15.E, and 16.E.2.

¹⁶ HSR 16-56, Exhibit A, Section 5.4.

¹⁷ HSR 16-56, Exhibit A, Section 5.5.

The parties will agree on preliminary allocation of all costs as promptly as reasonably possible.¹⁸ As an initial step, PG&E has proposed the following concepts, which PG&E believes are consistent with current regulatory policy. These concepts will be discussed along with other concepts and issues that may be raised by either party:

- The Authority would not be reimbursed for facilities of which it is the sole beneficiary of the new assets including, but not limited to, the transmission-level service extensions connecting PG&E's system to the Authority's traction power stations and new switching stations.
- The Authority would not be reimbursed for upgrades required as a result of the Authority's request for facilities that exceed the customary or most economical means to provide service including, but not limited to, work required to provide a second transmission-level feed.
- PG&E will ultimately be responsible (i.e., will reimburse Authority per Appendix A, Section 5.3(c)), for PG&E's share of network upgrades that are customarily provided to similarly situated customers, such as reconductoring due to incremental load and upgrades to existing PG&E substations required as a result of the Authority's request for a single transmission-level feed from an existing PG&E substation.

Section VI, Property Identification Plan, outlines the process for the development of property identification plans for the new facilities, and the responsibility for property acquisition.

Section VII, Permits, governs responsibility for permits. The Authority will develop a Permit Engineering and Design Report for each of the ten Interconnection Sites.¹⁹ The Authority will be responsible to obtain permits where feasible under the law, although certain permits may need to be obtained by PG&E (such as any required notices or authorizations under General Order 131-D).²⁰ The Authority is required to ensure that the environmental effects of any new facility construction are included and analyzed in the Authority's environmental review, regardless of whether the Authority or PG&E is the entity obtaining the permit(s).²¹ Finally, no work is to be conducted in areas not environmentally cleared by the Authority.²²

Section VIII, Schedule and Other Administration, addresses schedule and coordination/hold points. The Authority will create and manage the schedule, but any

¹⁸ HSR 16-56, Exhibit A, Section 5.1(b).

¹⁹ HSR 16-56, Exhibit A, Section 7.1(a).

²⁰ HSR 16-56, Exhibit A, Sections 7.2 and 7.3.

²¹ HSR 16-56, Exhibit A, Section 7.2.

²² HSR 16-56, Exhibit A, Section 7.1(e).

scheduling involving PG&E shall be subject to PG&E's approval.²³ HSR 16-56 incorporates the concept of "hold points", which provide that various tasks being performed by CHSRA and its contractors must be submitted to, and approved by, PG&E prior to CHSRA's taking further action.²⁴ For example, drafts of agreements for land rights, other than purchases of fee title, must be approved by PG&E prior to the acquisition of those land rights unless the Authority is using a form already agreed to by PG&E. Section VIII also addresses correspondence and periodic progress and technical meetings.²⁵

HSR 16-56, Exhibit B: Budget Detail, addresses the requirements and logistics surrounding funding, compensation, invoicing and payment. Section 1 covers funding requirements, and includes a requirement for the Authority to promptly notify PG&E if funding may not be available to pay PG&E for work being performed.²⁶ Section 2 contains the compensation, invoicing and payment provisions, including that PG&E will be reimbursed for actual allowable costs at the rates set forth in Attachment 3.

HSR 16-56, Exhibit C, sets forth the General Terms and Conditions, most of which are based on "GTC 610", the General Terms and Conditions published by the California Department of General Services, which the Authority is required to include in its contracts. Some of these general terms and conditions are not common in utility form agreements, such as the Conflict of Interest provision. PG&E has accepted these terms and conditions in other agreements with CHSRA, including HSR 10-10.

HSR 16-56, Exhibit D, contains Additional Terms and Conditions, regarding PG&E Contractors, Ownership of Data, Confidentiality of Data, Conflict of Interest, Compliance with federal cost principles, safety, and filing the agreement with the CPUC and FERC, among others.

HSR 16-56, Exhibit E, contains Terms and Conditions Applicable to Authority Contractors, in other words, terms and conditions that PG&E requires the Authority to flow down to its contractors, as PG&E will ultimately own the facilities being engineered and designed pursuant to this Agreement. Examples of these "PG&E Flowdown Terms" include Safety Precautions, NERC requirements, the obligation to use Good Utility Practices, Document Retention and fitness for duty. The Commission approved similar flowdown terms for HSR 14-49 in Resolution G-3498.

HSR 16-56, Exhibit F, in turn contains Terms and Conditions Applicable to PG&E's Contractors, i.e., the terms and provisions that the Authority is requiring PG&E to flow down to its contractors. These include the federal cost principles, prevailing wage laws, and other terms from Exhibits B and C.

²³ HSR 16-56, Exhibit A, Section 8.1.

²⁴ HSR 16-56, Exhibit A, Section 8.2.

²⁵ HSR 16-56, Exhibit A, Sections 8.3 and 8.4

²⁶ HSR 16-56, Exhibit B, Section I and I.D.

Safety

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

The List of Contracts and Deviations for electric service has been revised to reflect the agreement; the affected tariff sheets are listed in Attachment 7. This filing will not affect any rate change, cause the withdrawal of service, or conflict with any rate schedule or rule.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than April 25, 2017, which is 20 days after the date of this filing. Protests must be submitted to:

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

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

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

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

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

Facsimile: (415) 973-1448
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 filing 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 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

Attachments

Attachment 1 – Standard Form Agreement HSR 10-10 (Redacted Public Version)
Attachment 2 – Standard Form Agreement HSR 14-37 (Redacted Public Version)
Attachment 3 – Standard Form Agreement HSR 14-37a1 (Redacted Public Version)
Attachment 4 – Standard Form Agreement HSR 14-37a2 (Redacted Public Version)
Attachment 5 – Standard Form Agreement HSR 16-56 (Redacted Public Version)
Attachment 6 – Declaration & Confidentiality Matrix
Attachment 7 – List of Contracts and Deviations

cc: Thomas Fellenz, Chief Counsel, California High Speed Rail Authority
Kendall Darr, Counsel for California High Speed Rail Authority

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Yvonne Yang

Phone #: (415) 973-2094

E-mail: Yvonne.Yang@pge.com and PGETariffs@pge.com

EXPLANATION OF UTILITY TYPE

(Date Filed/ Received Stamp by CPUC)

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

Advice Letter (AL) #: **5046-E**

Tier: **3**

Subject of AL: **Agreements with California High Speed Rail Authority (CHSRA) for Technical Studies, Initiation of Necessary Land and Environmental Studies, Engineering and Permitting Related to Electric Utility Interconnections for the California High Speed Rail Project In Accordance with General Order 96-B, Section 8.2.3**

Keywords (choose from CPUC listing): Compliance, Agreements, Contracts

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: _____

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: AL 4570-E & 4570-E-A

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

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: Yes. See the attached matrix that identifies all of the confidential information.

Confidential information will be made available to those who have executed a nondisclosure agreement: No

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: Brandon Ridley (415) 223-8347

Resolution Required? Yes No

Requested effective date: Upon Commission's Approval

No. of tariff sheets: **3**

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: List of Contracts and Deviations

Service affected and changes proposed: N/A

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

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

California Public Utilities Commission

Energy Division

EDTariffUnit

505 Van Ness Ave., 4th Flr.

San Francisco, CA 94102

E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Erik Jacobson

Director, Regulatory Relations

c/o Megan Lawson

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

Attachment 1

**STANDARD FORM AGREEMENT
HSR10-10**

STANDARD AGREEMENT

STD. 213 (NEW 06/03)

AGREEMENT NUMBER HSR10-10
REGISTRATION NUMBER EA1230956

- This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME	CALIFORNIA HIGH-SPEED RAIL AUTHORITY
CONTRACTOR'S NAME	Pacific Gas & Electric Company
- The term of this Agreement is: June 15, 2011 to June 30, 2013.
- The maximum amount of this Agreement is: **\$ 500,000.00**
Five Hundred Thousand Dollars
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work and Deliverables	20	Pages
Exhibit B – Budget and Payment Provisions	4	Pages
Exhibit C* – GTC 610 General Terms and Conditions	1	Page
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	11	Pages
Exhibit E – ARRA General Terms and Conditions	2	Pages
Attachment 1 – Funding Schedule	14	Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Pacific Gas & Electric Company		 <div style="border: 2px solid blue; padding: 5px; text-align: center;"> APPROVED FEB - 4 2013 DEPT OF GENERAL SERVICES <i>Ryates</i> </div>
BY (Authorized Signature) 	DATE SIGNED (Do not type) .11/5/2012	
PRINTED NAME AND TITLE OF PERSON SIGNING Bangalore Vijayraghavan, Manager Transmission System Planning		
ADDRESS 245 Market Street, PO Box 770000 Mail Code N14K San Francisco, CA 94177-0001		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA HIGH-SPEED RAIL AUTHORITY		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12.12.12	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Morales, Chief Executive Director		
ADDRESS 770 L Street, Suite 800, Sacramento, CA 95814		

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

I. PURPOSE

The purpose of this Agreement is to determine the technical feasibility of interconnecting a proposed Traction Electrification System for the California High-Speed Train Project (CHSTP) to the Pacific Gas & Electric (PG&E) system at fifteen (15) proposed sites along a 345-mile portion of the line running from San Francisco to Bakersfield, CA in PG&Es service territory.

The studies will identify the available transmission lines or substation connection points and determine the type of connection to be designed. The studies will also determine the feasibility of the connection and possible impacts requiring modification to the PG&E network and whether expected CHSTP loads are within acceptable limits. This work will be performed by PG&E internal engineering staff familiar with the transmission network in the vicinity of the proposed connection points.

II. BACKGROUND

The California High Speed Rail Authority (CHSRA), the Interconnector, is undertaking a project to design and construct a high speed rail line to connect the major cities in California. The system is scheduled to begin operation in 2020. The California High Speed Train Project (CHSTP) will have a nominal end-to-end length of 800 miles, with trains travelling at speeds up to 220 mph. The CHSTP will operate on approximately 345 miles of rail alignment in the PG&E grid territory.

The Project will require the installation of a 50 kV (phase to phase), 25 kV (phase to ground) AC Traction Electrification System (TES) to power the electric trains. To have adequate capacity for train operations, the proposed TES will interconnect into local utility networks at 115 kV or 230 kV, with approximately 30-mile intervals between the traction power substations. This substation spacing requires the study of thirteen (13) interconnection points along the approximate 345-mile portion of the line running in the PG&E service territory. Additionally, two (2) maintenance facility interconnection locations will also be studied. The fifteen (15) total sites and alternatives are listed in the tables in Work Plan Task 1. The tentative early date for energizing the electrical system is 2015.

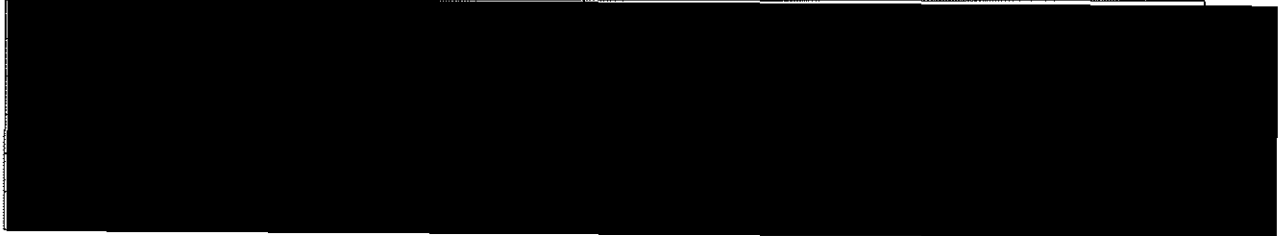
III. SCOPE OF WORK

- A. The services shall be performed Statewide.
- B. This Agreement will commence on the start date July 1, 2011 as presented herein or upon approval by the AUTHORITY, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the AUTHORITY. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the AUTHORITY's Contract Manager. This Agreement shall expire on June 30,

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

2013. The services shall be provided during Monday through Friday, except designated State holidays. The parties may amend this agreement as permitted by law.

- C. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE AUTHORITY	THE CONSULTANT
	

D. Licenses and Permits

1. The Consultant shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
2. If you are a Consultant located within the state of California, you must submit a business license from the city/county in which you are headquartered; however, if you are a corporation, you may submit instead a copy of your incorporation documents/letter from the Secretary of State's Office. If you are a Consultant outside the state of California, you must submit to the AUTHORITY a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.
3. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Consultant agrees to provide the AUTHORITY a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), the AUTHORITY may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

IV. CONSULTANT REPORTS AND/OR MEETINGS

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

- A. The Consultant shall submit a schedule for the submittal of reports, and report content identified in Attachment 1, within the first 30-days of this Agreement.
- B. The Consultant's Project Manager shall be available to the AUTHORITY's Contract Manager as needed to discuss progress on the Agreement.

V. WORK PLAN

The following work plan details the PG&E feasibility analysis tasks to be performed over the four CHSTP regions, the target schedule and related deliverables. The four regions include San Francisco to San Jose, San Jose to Merced, Merced to Fresno, and Fresno to Bakersfield. The tasks and target schedule may be subject to change. The target dates correspond with the planning and preliminary engineering work of the CHSTP and will support the engineering and environmental work being performed in each of the regions. These dates may be adjusted based on the actual start date of the Study following the execution of the agreement between PG&E and CHSRA. The dates may also be adjusted if the delivery of interconnection data (the locations and demand data for each interconnection point) is delayed or changed.

VI. PROJECT AND INTERCONNECTION INFORMATION

The proposed interconnection points involve redundant transmission sources (at 115 kV or 230 kV) to the TES and connected only to two phases of the transmission source. The autotransformer feed (ATF) system then steps down the transmission voltage to 50 kV (phase-to-phase), 25kV (phase-to-ground) to power the traction system. Figure 2 below is a simplified diagram of the proposed interconnection at each location.

EXHIBIT A
 SCOPE OF WORK AND DELIVERABLES

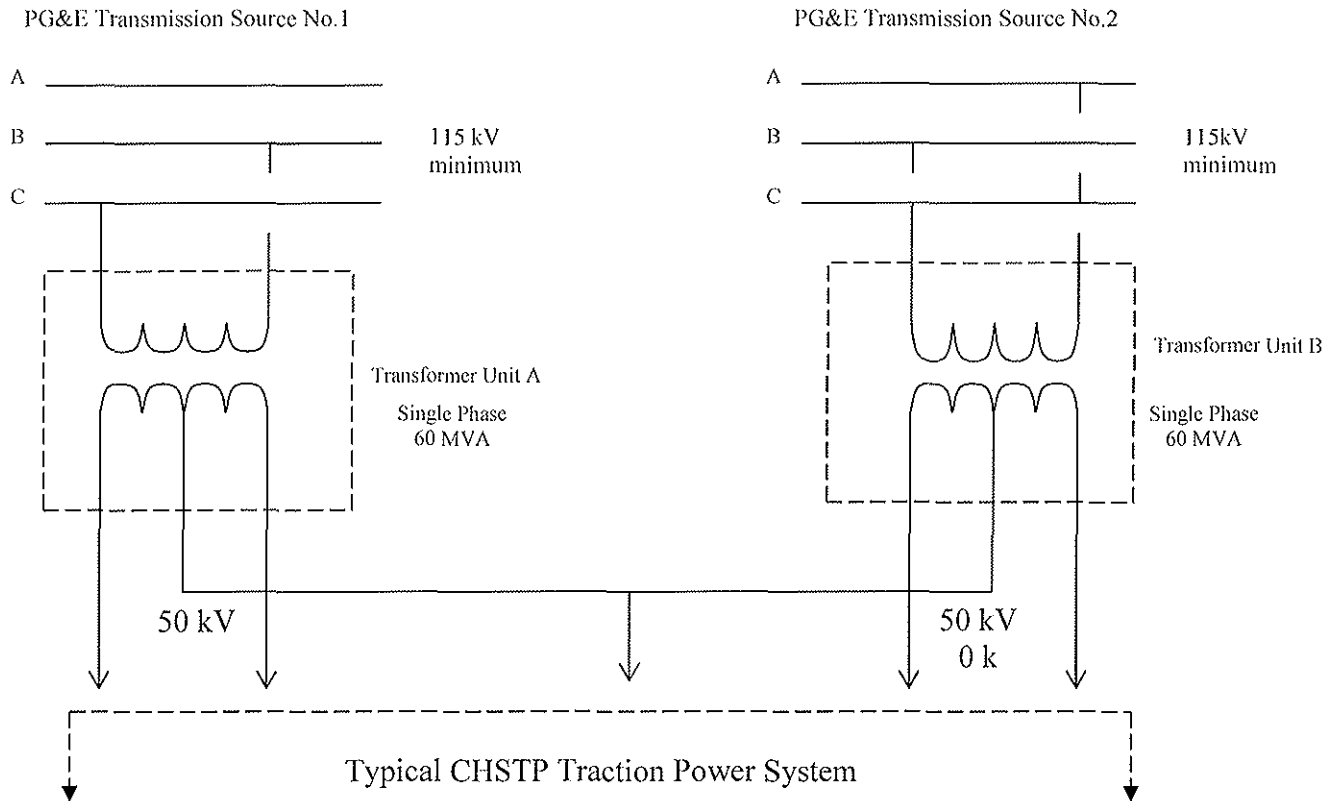


Figure 2 – Simplified Interconnection Diagram

At each interconnection point, the traction power substation will have two 115/50 kV, or 230/50 kV, single-phase transformers as shown in Figure 2. Both transformers will be rated at 60 MVA. Table 3 below shows an example of loading on transformers on an end of the line substation during peak period operation. Please note that these loads are only given to show probable values. Simulation studies will be conducted to produce more accurate figures, which will be provided to PG&E.

EXHIBIT A
 SCOPE OF WORK AND DELIVERABLES

Table 3: Example Demand Forecast at Two ATF Locations

Location	Transformer Unit	Calculated Maximum Demand (MW)			
		1 Second	1 Minute (RMS)	15 Minutes (RMS)	1 Hour (RMS)
ATF-1	A	108.084	69.298	49.954	45.844
	B	64.316	41.752	25.861	19.819
ATF-2	A	69.066	57.459	29.722	25.126
	B	40.920	31.107	17.656	16.253

The loads shown above assumed normal system operation with all substation and transformers in service.

Under contingency scenarios of the transmission power feeding the traction power system, the loads can be assumed to be additive. Under a single contingency, the remaining transformer (Transformer No. A or B in Figure 2) can be assumed to pick up the load of the partner transformer that's out of service.

Load demand may start lower but will increase over time. The forecasted load above is for the anticipated maximum load. The actual forecasted loads will be confirmed or updated at the commencement of the study.

TASK 1: Identify Points of Interconnection (high voltage substations and lines)

This task includes identifying available transmission lines or substation interconnection points and has been completed for the following preferred and alternative sites covering all four CHSTP regions.

ATF Site	Preferred Site	Alternate Site	CHSTP Region
ATF-1	South San Francisco (Alt. 1)	South San Francisco (Alt. 2) South San Francisco (Alt. 3)	1
ATF-2	Ravenswood CCSF (Alt. 1)	Ravenswood (Alt. 2)	1
ATF-3	San Jose – FMC Substation (Alt. 1)	San Jose – FMC Substation (Alt. 2)	2
ATF-4	Gilroy – Day Rd (Alt. 1)	Gilroy – Pacheco Pass (Alt. 2) Gilroy – Pacheco Pass (Alt. 3)	2
ATF-5	O'Neill Site (Alt. 1)		2

EXHIBIT A
 SCOPE OF WORK AND DELIVERABLES

ATF-6	El Nido (Alt. 1)	El Nido (Alt. 2)	2
ATF-7	Merced – Wilson Substation (Alt. 1)	Merced – Sandy Mush Rd (Alt. 2) Merced – White Rock Rd (Alt 3)	3
ATF-7	Merced – Wilson Substation (Alt. 1)	Merced – Sandy Mush Rd (Alt. 2) Merced – White Rock Rd (Alt 3)	3
ATF-8	Madera – Storey Substation (Alt. 1)	Madera – Borden Substation (Alt. 2) Madera - Borden Substation (Alt 3)	3
ATF-9	Fresno – West of McCall (Alt. 1)		4
ATF-10	Hanford – North of Kansas Ave. (Alt. 1)		4
ATF-11	Alpaugh Substation (Alt. 1)	Alpaugh Substation (Alt. 2)	4
AFT-12	Wasco – Charca Substation (Alt. 1)	Wasco – Charca Substation (Alt. 2)	4
ATF-13	West Bakersfield – Westpark Substation (Alt. 1)	West Bakersfield – Westpark Substation (Alt. 2)	4

The following are second priority alternative locations that will be studied only in the case the preferred and alternative locations in the table above are determined not to be feasible.

ATF Site	Alternate Site	CHSTP Region
ATF-2	San Carlos (Alt. 3)	1
ATF-14	West Bakersfield – Westpark Sub (Alt. 2)	4

TASK 2: Conduct System Impact Analysis

PG&E will conduct system impact analyses, to include but not be limited to, an evaluation of system capacity and a description of necessary major system upgrades in each of the proposed interconnection areas according to the following assumptions:

1. At each interconnection point, the traction power substation will have two 115/50 kV, or 230/50 kV, single-phase transformers. Both transformers will be rated at 60 MVA.
2. The loads shown above assumed normal system operation with all substation and transformers in service.
3. Under contingency scenarios of the transmission power feeding the traction power system, the loads can be assumed to be additive. Under a single contingency, the remaining transformer

EXHIBIT A
 SCOPE OF WORK AND DELIVERABLES

can be assumed to pick up the load of the partner transformer that is out of service.

4. The tentative early date for energizing the system is 2015. Load demand may start lower but will increase over time. The forecasted load above is for the anticipated maximum load. The actual forecasted loads will be confirmed or updated at the commencement of the Study.

PG&E will also evaluate the interconnection of two CHSTP maintenance facilities being proposed in PG&E's service territory. A large maintenance facility is planned for the Fresno area and is expected to have a demand of 20 to 25 MVA of traction power load. A smaller maintenance facility is also being planned for the area around South San Francisco and Brisbane. The evaluation of the maintenance facility interconnections will take place in 2011, once the facility locations and layouts are finalized.

Deliverables and Proposed Schedule

	San Francisco to San Jose	San Jose to Merced	Merced to Fresno	Fresno to Bakersfield
System impact analyses	Novmber 2012	November 2012	August 2012	August 2012

TASK 3: Conduct Preliminary Engineering Analyses

Based on the system impact analyses at each proposed site, PG&E will develop preliminary engineering analyses, to include but not be limited to, one-lines, plot plans, HV configuration changes as required, etc., and rough, order-of-magnitude costs for the design and construction of the interconnection facilities for each site to support the CHSTP 15% and 30% engineering and environmental impact analyses. The estimates will be +/-50% order of magnitude for budgetary purposes only. More detailed cost estimates for PG&E facilities and interconnection activities will be provided when the proposed project progresses to the Facility Interconnection Study. A study report will be presented to CHSRA upon completion of the study. The evaluations and estimates for the CHSTP maintenance facilities may be included in this study report or in a separate study report.

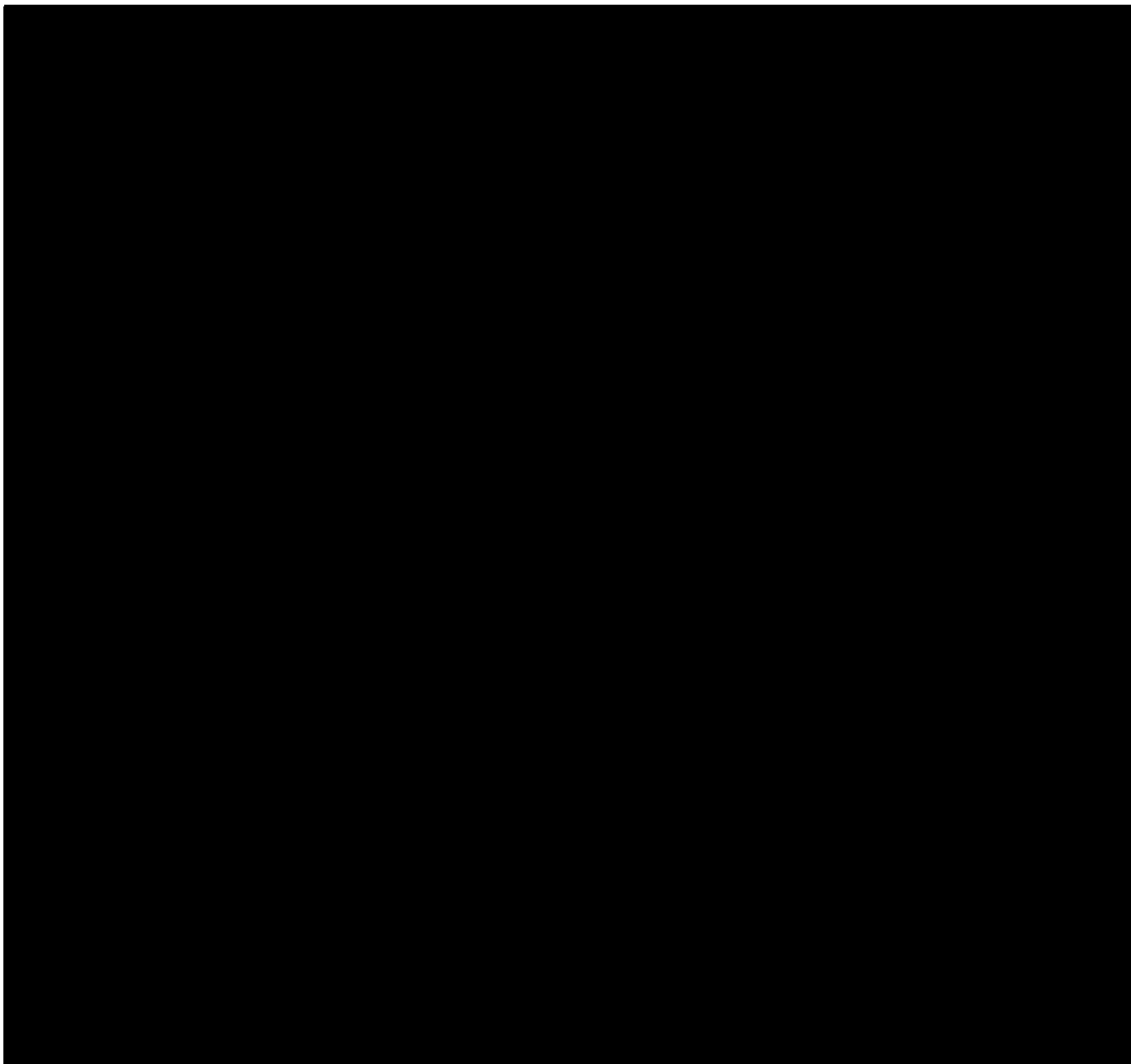
Deliverables and Proposed Schedule

	San Francisco to San Jose	San Jose to Merced	Merced to Fresno	Fresno to Bakersfield
Preliminary engineering analyses	January 2013	January 2013	October 2012	October 2012

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

PROPOSED TRACTION POWER SUBSTATION LOCATIONS

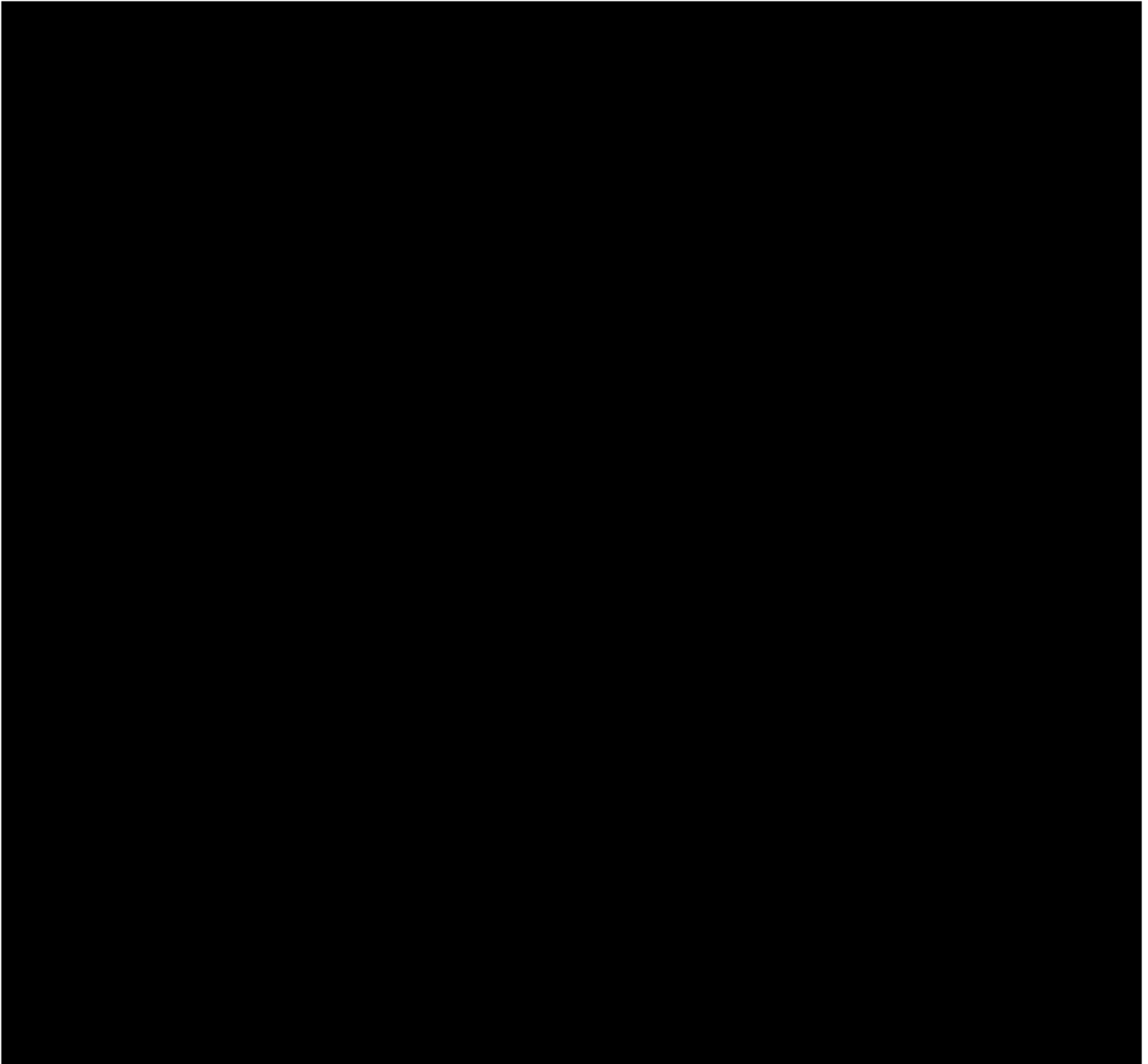
1. South San Francisco Interconnection Point (ATF-1) with Two Alternate Locations:



All three sites would connect into PG&E's local 115 kV system near East Grand Substation
(115/50 kV Transformers could be both sides of Transmission Lines)

2. Ravenswood/San Carlos Interconnection Point (ATF-2) with Two Alternate Locations:

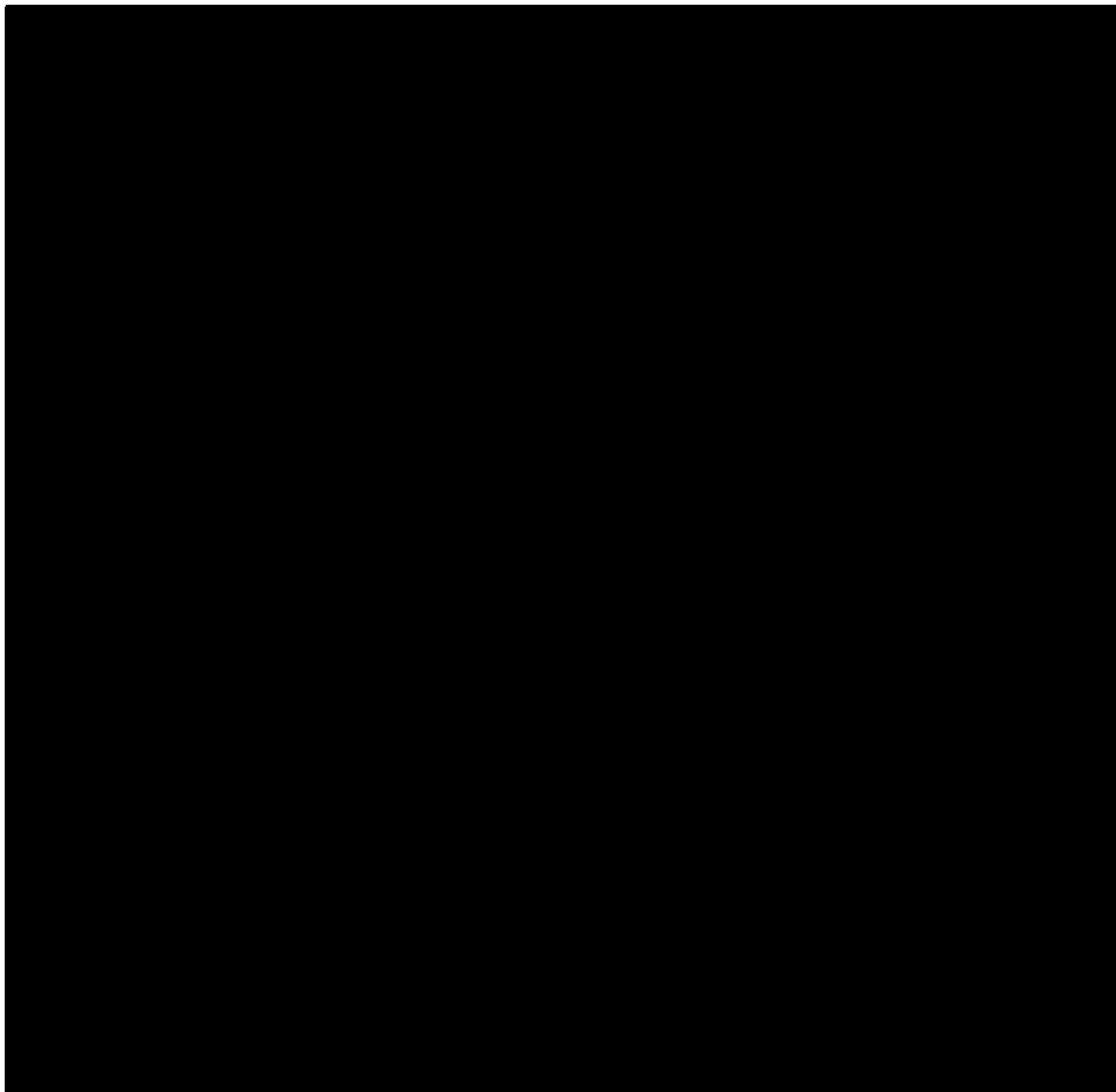
EXHIBIT A
SCOPE OF WORK AND DELIVERABLES



Preferred site would connect into 115 kV lines south of Ravenswood;
Alternate site 2 would connect into 230 kV or 115 kV systems at Ravenswood;
Alternate site 3 would connect into 115 kV system near San Carlos Substation

3. San Jose Interconnection Point (ATF-3) with Alternate Location:

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

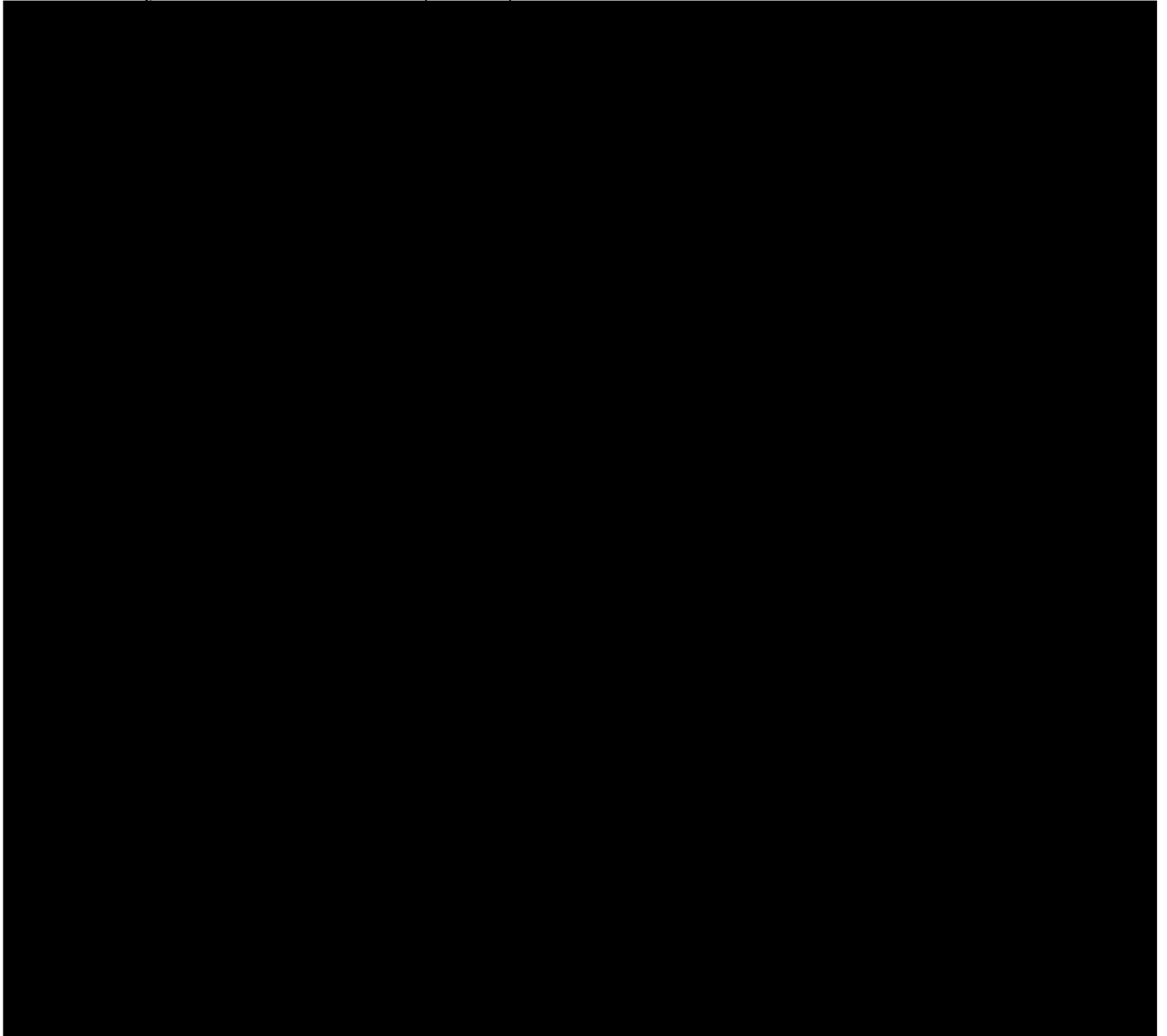


ATF-3 – Preferred Site and Alternate Site

Both sites would connect into the FMC Substation 115 kV bus or the 115 kV lines feeding the substation

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

4. Gilroy Interconnection Point (ATF-4) with Alternate Location:



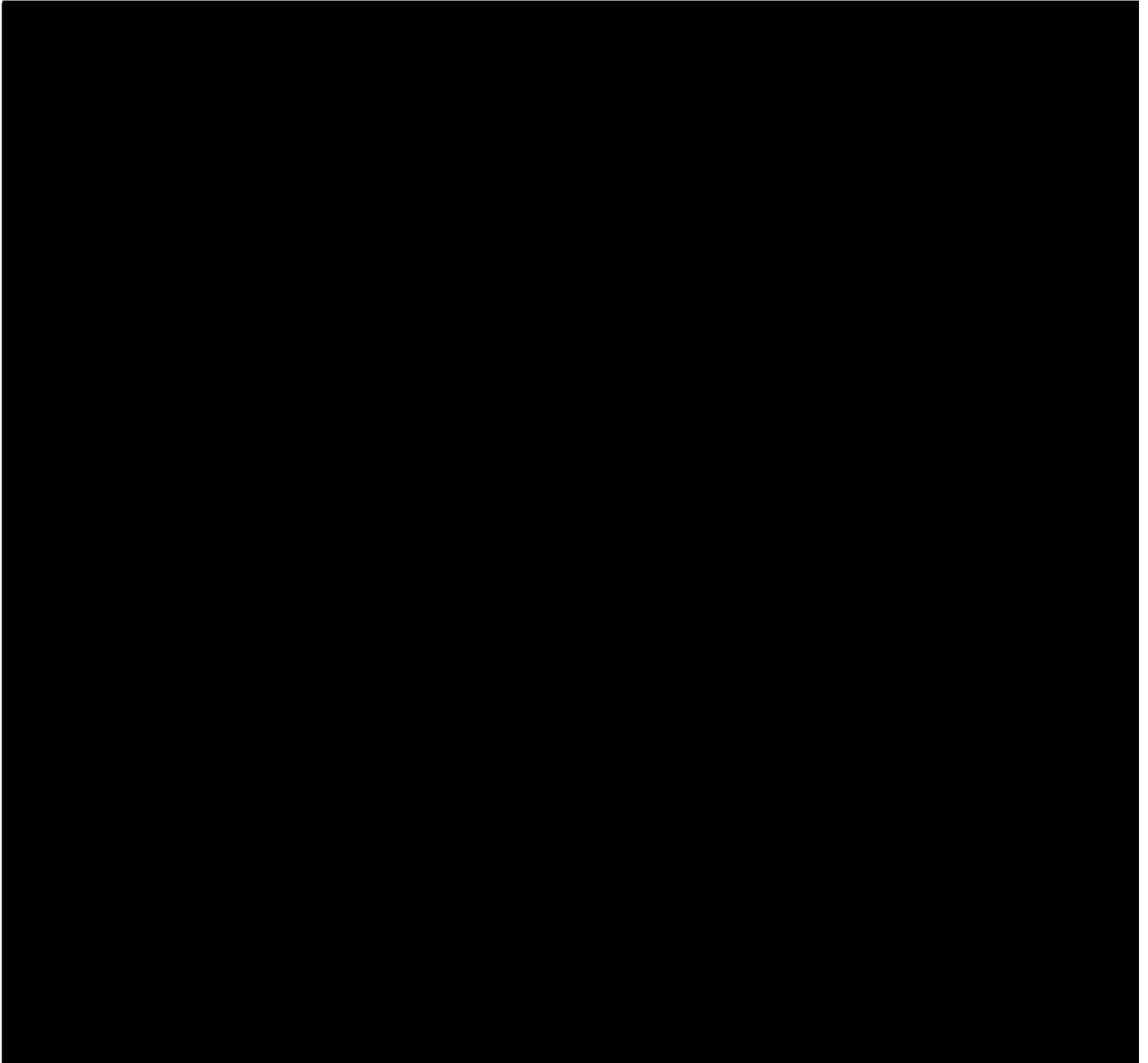
Preferred site would connect into the Morgan Hill-Llagas and Green Valley-Llagas 115 kV Lines
near Day Road;

Alternate site 2 would connect into Llagas-Gilroy Foods 115 kV Line;

Alternate site 3 site would connect into idle 115 kV lines south of Llagas Substation

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

5. O’Neill PP Interconnection Point (ATF-5) with Alternate Location:

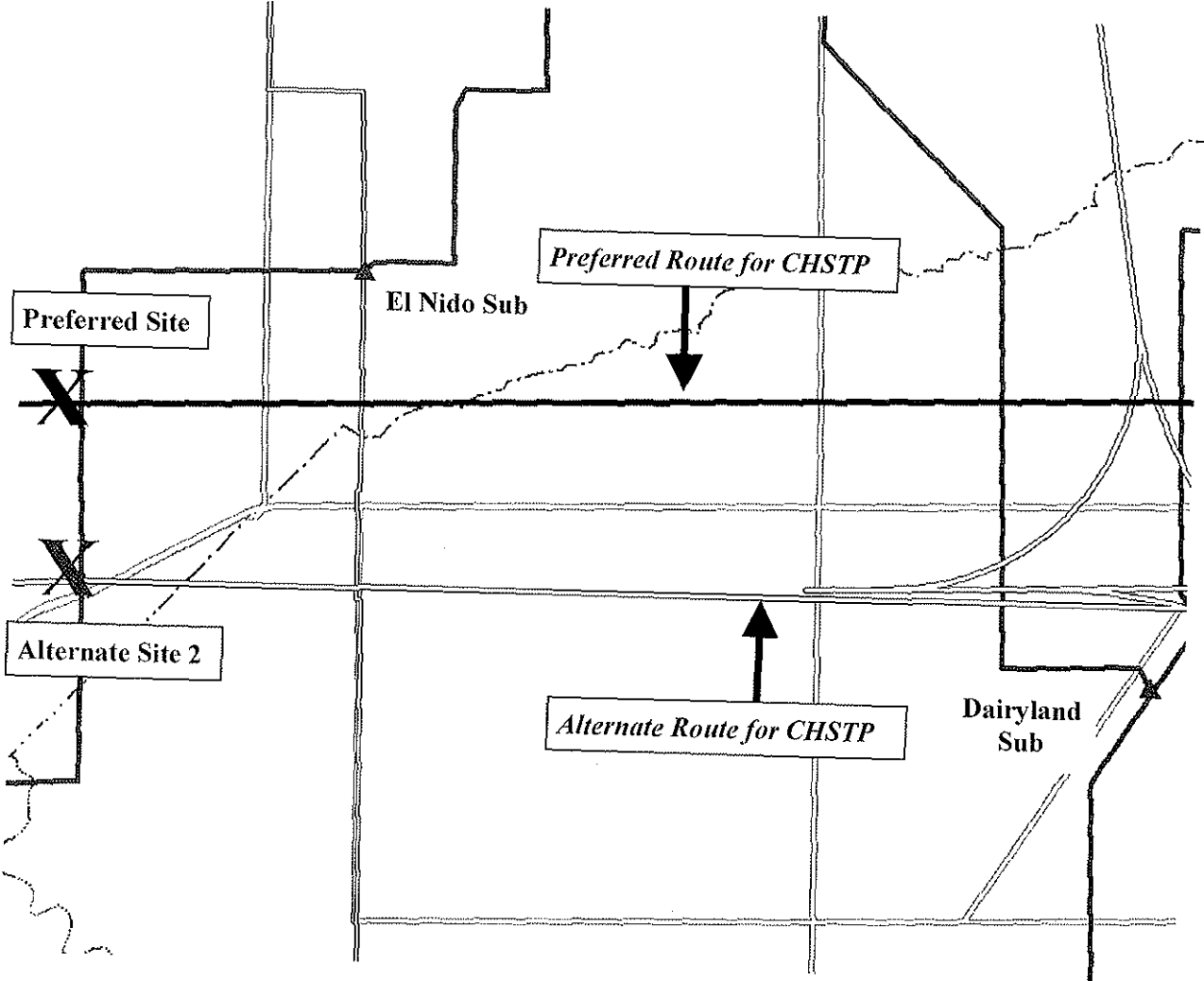


ATF-5 – Preferred Site

Preferred site would connect into 230 kV system NW of O’Neill PP;

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

6. El Nido Substation Interconnection Point (ATF-6) with Alternate Location:

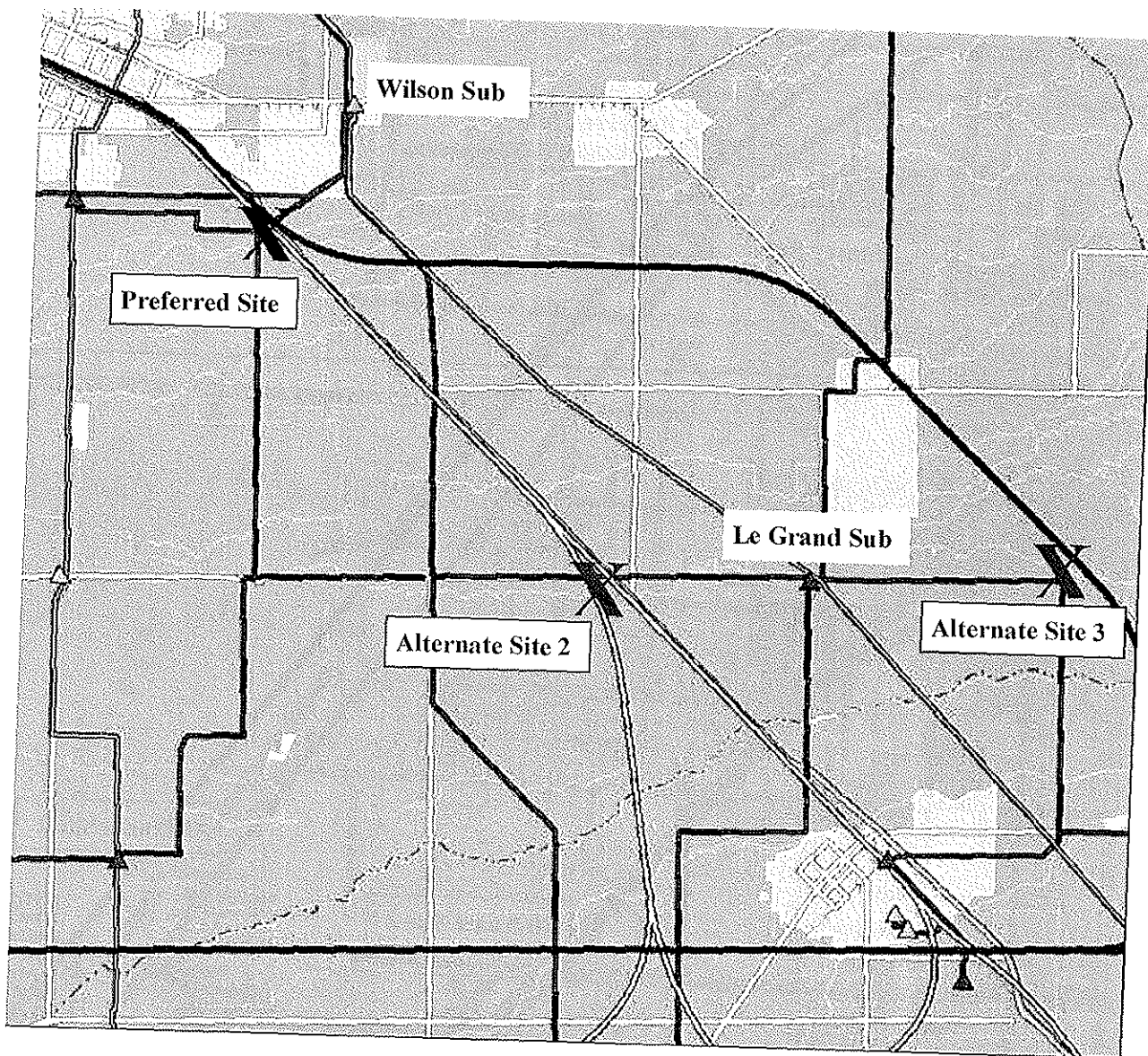


ATF-6 – Preferred Site and Alternate Site

Preferred and alternate sites would connect into Wilson-Oro Loma 115 kV Line

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

7. Merced Interconnection Point (ATF-7) with Alternate Location:



ATF-7 – Preferred Site and Alternate Site

Preferred site would connect into Wilson-Oro Loma or Wilson-Merced # 2 115 kV Line;
Alternate site 2 would connect into the Wilson-Le Grand 115 kV Line near Sandy Mush Rd;
Alternate site 3 would connect into the Le Grand-Chowchilla 115 kV Line near White Rock Road

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

8. Madera Interconnection Point (ATF-8) with Alternate Location:

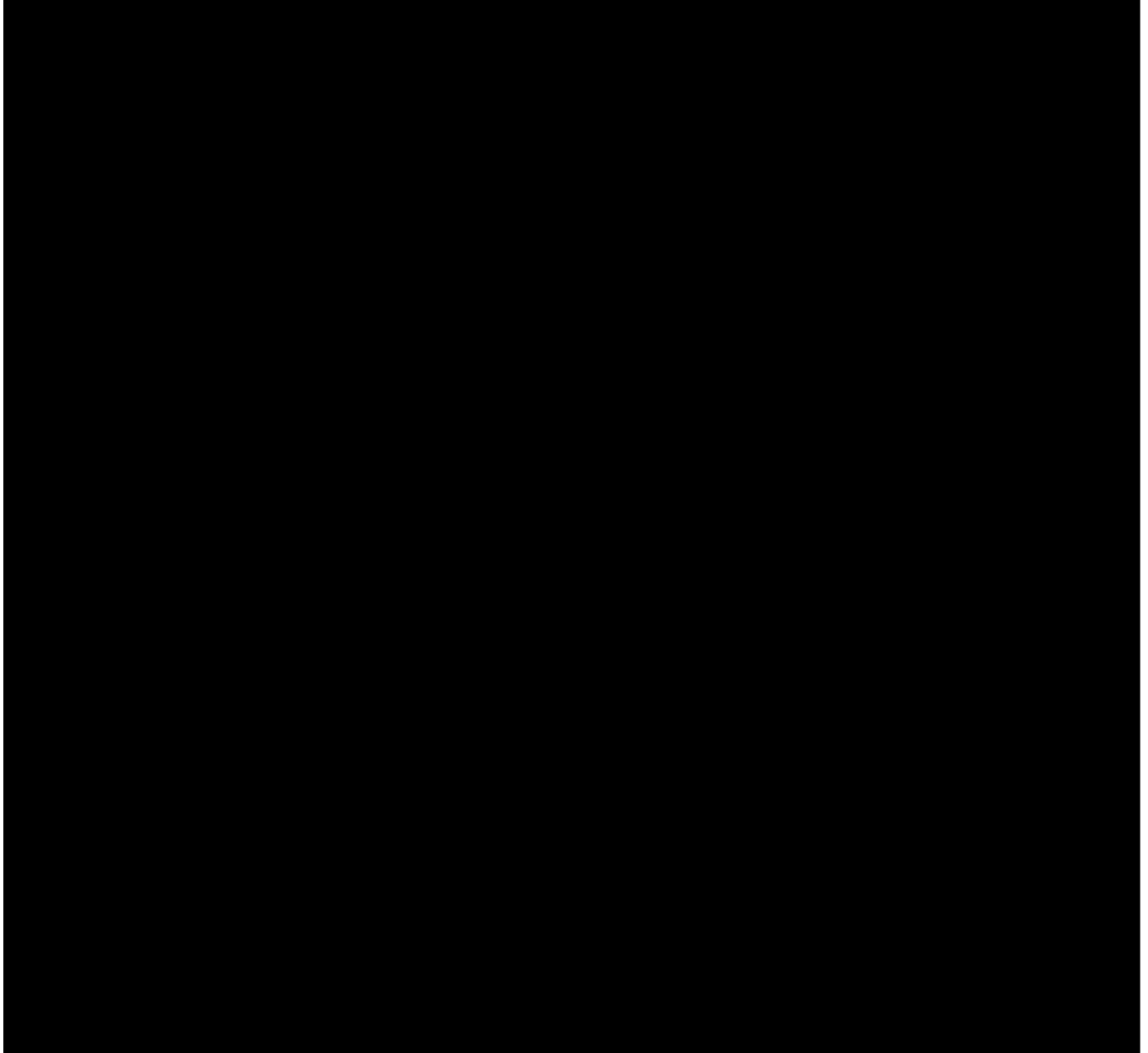


ATF-8 – Preferred Site and Alternate Site

Preferred site could connect into 230 kV system at Storey Substation;
Alternate site 2 would connect into 230 kV system at Borden Substation;
Alternate site 3 would be fed from the 230 kV system at Borden or the 70 kV system could be converted to a higher operating voltage

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

9. **Fresno Interconnection Point (ATF-9):**



ATF-9 – Preferred Site and Alternate Site

Preferred and alternate sites would connect into 230 kV or 115 kV systems west of McCall Substation;

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

10. Hanford Interconnection Point (ATF-10) Location:

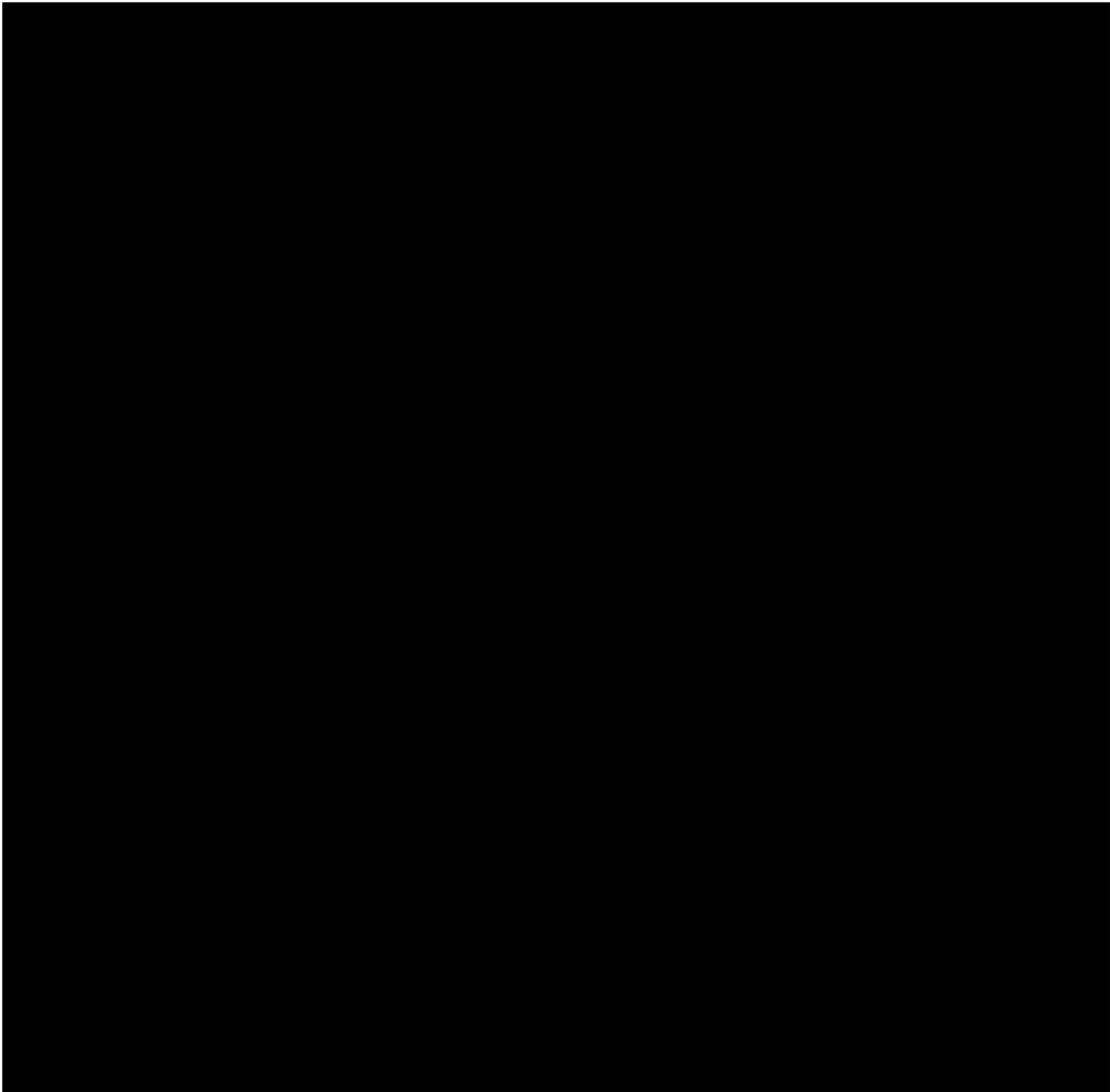


ATF-10 – Preferred Site

Preferred site would connect into the 115 kV system
near Jackson Avenue

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

11. Alpaugh Interconnection Point (ATF-11):

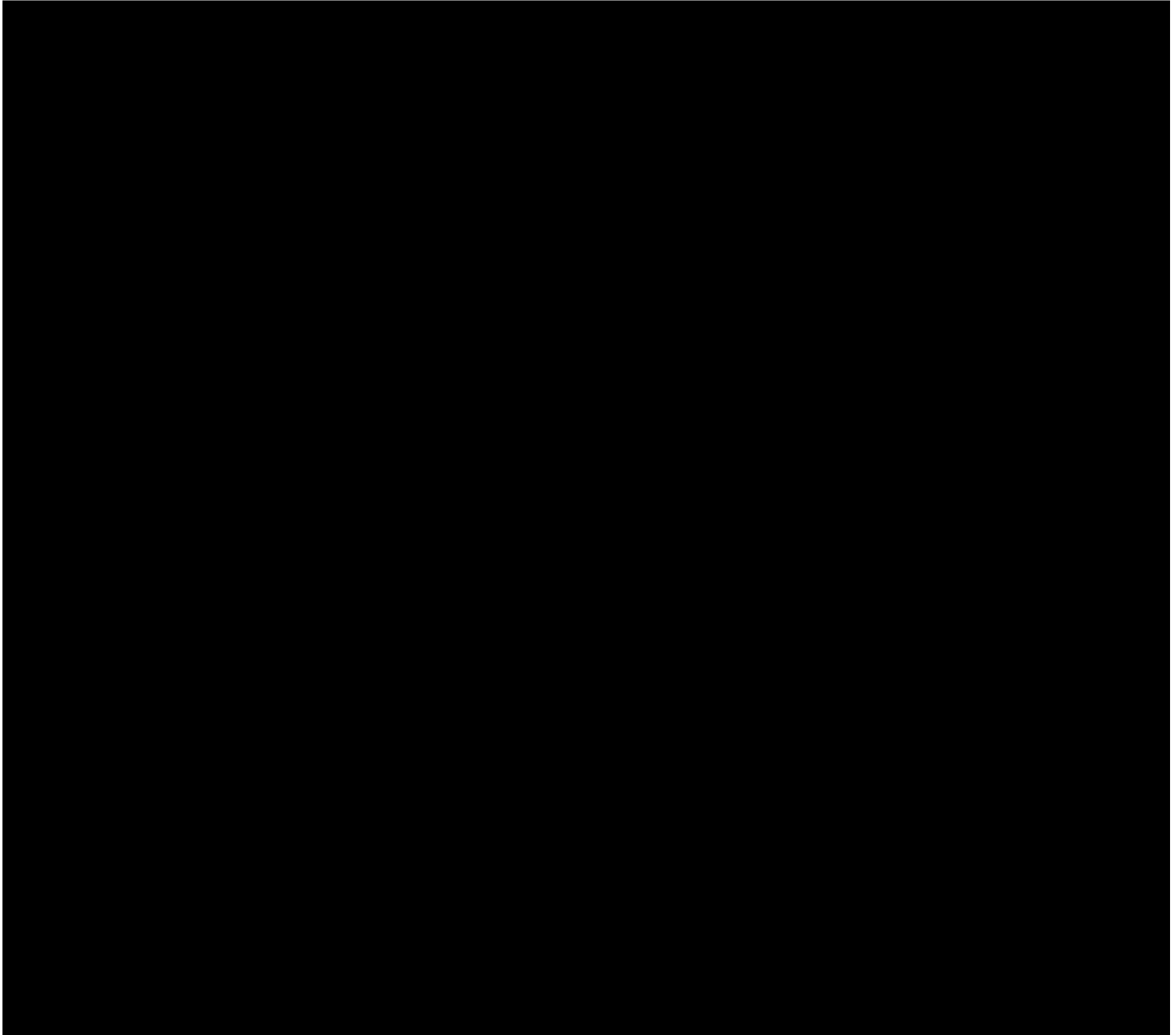


ATF-11 – Preferred Site and Alternate Site

Both preferred site and alternate site could either connect directly into Alpaugh Substation or connect into the Corcoran-Smyrna 115 kV Line

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

12. Charca Interconnection Point (ATF-12):

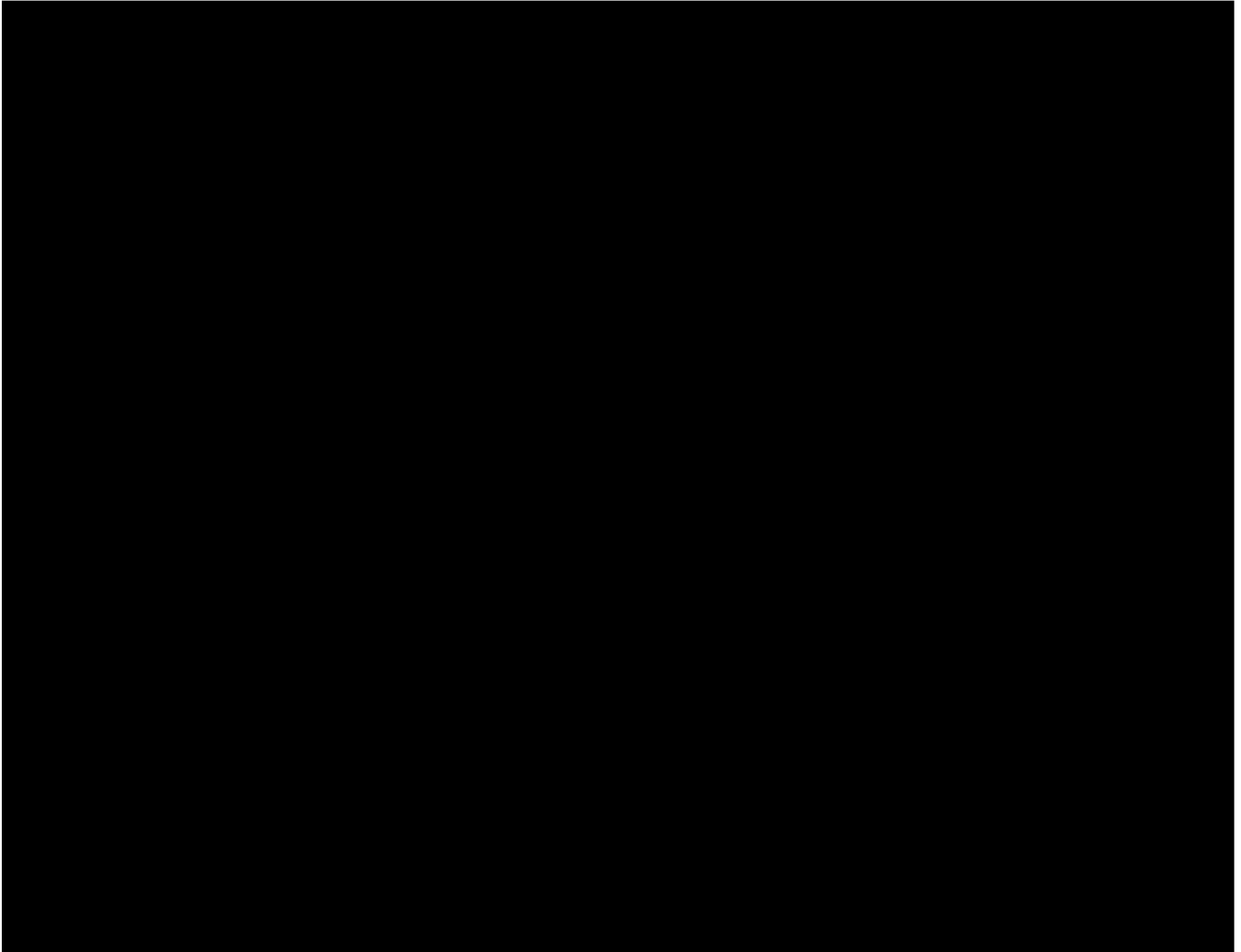


ATF-12 – Preferred Site

Preferred site would connect into 115 kV system at Charca Substation

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

13. West Bakersfield Interconnection Point (ATF-13) and Alternate Locations:



ATF-13 – Preferred Site and Alternate Site

Preferred and alternate sites would connect into Kern-Westpark No. 1 and 2 115 kV Lines west of Westpark Substation and south of Truxton Avenue

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for pursuing work under this contract, this Agreement shall be of no further force and effect. In this event, the AUTHORITY shall have no liability to pay any funds whatsoever to Consultant or to furnish any other considerations under this Agreement and the Consultant shall not be obligated to perform any provision of this Agreement.
- B. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Agreement, the AUTHORITY shall have the option to either cancel this Agreement with no liability occurring to the AUTHORITY or Consultant, or offer an Agreement Amendment to the Consultant to reflect the reduced amount.

II. COMPENSATION AND PAYMENT

- A. The Consultant shall be reimbursed for billed amounts as services are performed as specified in Attachment 1 (classes, hourly rates and hours), not to exceed the total agreed upon amount of this contract. The specified hourly rates shall include direct salary costs, overhead and a fee. These rates are not adjustable for the performance period set forth in this Agreement.
- B. The Consultant shall be responsible for any future adjustments to rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- C. Progress payments:
 - 1. Progress payments will be made as deliverables are completed and billed as specified in Attachment 1.
 - 2. There will be no reimbursable Subconsultant costs for this Agreement.
- D. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by State and written notification to proceed has been issued by the AUTHORITY's Contract Manager,

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

nor will any payment be made for work performed after the expiration date of this Agreement.

- E. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the AUTHORITY's Contract Manager, as promptly as fiscal procedures will permit upon receipt by the AUTHORITY's Contract Manager of itemized invoice. Separate invoices itemizing all costs are required for all work performed under each Work Plan.
- F. Invoices shall be submitted showing each detail of work performed on each milestone, on each project as applicable. Invoicing shall include, but are not limited to, elements listed in Attachment 1 (classes, rates and hours) for defined/related services and products. Incomplete invoices shall be returned unpaid to the Consultant for correction. The AUTHORITY shall not pay disputed portions of invoices.
- G. The total amount payable by the AUTHORITY, for all Work Plans resulting from this Agreement, shall not exceed \$500,000.00. It is understood and agreed this total is an estimate, and the actual amount of work requested by the AUTHORITY may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement.
- H. Any written report prepared as a requirement of this Agreement shall contain, in a separate section of such written report, the number and dollar amounts of all agreements and sub-agreements relating to the preparation of those reports if the combined costs for work by nonemployees of the State exceed \$5,000.00.
- I. Any sub-agreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this Agreement.
- J. Invoices
 - 1. Invoices shall reference this Agreement number, project title. Invoices shall be submitted no later than 45 calendar days after completion of each billing period. Any credit, as provided under this Agreement, due the AUTHORITY must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. All invoices shall be submitted in hardcopy form and mailed to the AUTHORITY's Contract Manager at the following address:

CALIFORNIA HIGH-SPEED RAIL AUTHORITY
770 L Street, Suite 800
Sacramento, CA 95814

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

2. The final project invoice shall state the final cost and all credits due the AUTHORITY. The final invoice should be submitted within 60 calendar days after completion of the services.

K. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

L. Limitations

If the Consultant fails to satisfactorily complete and submit deliverables according to the schedule set forth in Attachment 1, payment shall not be made until acceptable deliverables are received.

M. In the event the AUTHORITY determines additional work beyond that specified in the Cost Proposal is desired, the AUTHORITY may increase the additional work by an agreement amendment. The maximum total cost as specified in this Exhibit B, shall not be exceeded unless authorized by an agreement amendment.

III. COST PRINCIPLES

A. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.

B. The Consultant also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the AUTHORITY.

IV. CONTINGENT FEE

The Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the AUTHORITY has the right to annul this Agreement

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

without liability, pay only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

NOTE: In this Exhibit C – GTC 610, the General Terms and Conditions are included in this Agreement by reference and made part of this Agreement as if attached hereto. See <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

- A. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in agreement is binding on any of the parties.
- B. The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the AUTHORITY's Contract Manager.
- C. There shall be no change in the Consultant's Project Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, without prior written approval by the AUTHORITY's Contract Manager. If the Consultant obtains approval from the AUTHORITY's Contract Manager to add or substitute personnel, the Consultant must provide the Personnel Request Form, a copy of the SF330 or resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.

II. DISPUTES

- A. The Consultant shall continue with the responsibilities under this Agreement during any work dispute. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Chief Executive Officer.
- B. In the event of a dispute, the Consultant shall file a "Notice of Dispute" with the California High-Speed Rail Authority and the Chief Executive Officer within ten (10) days of discovery of the problem. Within ten (10) days, the Chief Executive Officer shall meet with the Project Manager for purposes of resolving the dispute. The decision of the Chief Executive Officer shall be final.
- C. Neither the pendency of a dispute nor its consideration by the Chief Executive Officer will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

III. TERMINATION

This section regarding termination is in addition to GTC 610.

- A. The AUTHORITY reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant, or upon thirty

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

(30) calendar days written notice to the Consultant if terminated for the convenience of the AUTHORITY.

- B. The AUTHORITY may terminate this Agreement and be relieved of any payments except as provided for under early termination should the Consultant fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the AUTHORITY may proceed with the work in any manner deemed proper by the AUTHORITY. All costs to the AUTHORITY shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.

IV. EARLY TERMINATION OF THIS AGREEMENT OR SUSPENSION OF THIS AGREEMENT

General Conditions

- A. In the event this Agreement is terminated, suspended, or a Work Plan is terminated for the convenience of the AUTHORITY, the Consultant shall be paid for the percentage of the work completed, relative to the total work effort called for under this Agreement, and for termination costs. No billable costs will be considered payable under the Agreement during suspension.
- B. Within 30 days of the date the Consultant is notified of the early termination of Work Plan(s) issued against this Agreement for the convenience of the AUTHORITY, the Consultant shall prepare and submit to the AUTHORITY's Contract Manager, for approval, two (2) separate supplemental cost proposals:
1. A final revised cost proposal for all project-related costs for the revised termination date.
 2. A cost proposal specifically addressing the termination settlement costs only.

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

The Consultant shall provide all project-related documents and correspondence required as part of the Scope of Work/Deliverables. Project-related documents shall be described, listed, and identified as part of the final revised cost proposal. Project-related documents shall include all documents that are in complete and final form and which have been accepted as complete by the AUTHORITY, or documents in draft and/or incomplete form for those deliverables, which are in progress by the Consultant and have not been accepted as complete. All documents must be received and accepted before the settlement cost invoice is paid.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

Separate final invoices for project-related costs and termination settlement costs shall be submitted no later than thirty (30) calendar days after the date the Consultant is notified of acceptance of the final cost proposals by the AUTHORITY's Contract Manager. Invoices shall be submitted in accordance with EXHIBIT B. The invoice for termination settlement costs shall include the following, to the extent they are applicable: lease termination costs for equipment and facilities approved under the terms of this Agreement; equipment salvage costs for equipment valued over \$500.00; rental costs for unexpired leases, less the residual value of the lease; cost of alterations and reasonable restorations required by the lease; settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection and disposition of property acquired or produced under this Agreement, indirect costs, such as payroll taxes, fringe benefits, occupancy costs, and immediate supervision costs related to wages and salaries, incurred as settlement costs.

VII. TERMINATION ISSUES FOR SUBCONSULTANTS, SUPPLIERS, AND SERVICE PROVIDERS

The Consultant shall notify any Subconsultant and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any Subconsultant and service or supply vendor shall result in the Consultant being liable for the termination costs incurred by any Subconsultant and service or supply vendor for work performed under this Agreement, except those specifically agreed to in the termination notice to the Consultant.

VIII. COST PRINCIPLES UNDER EARLY TERMINATION

Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42 (c) dealing with initial costs is not applicable to Architectural and Engineering Agreement terminations.

IX. DISPUTES UNDER EARLY TERMINATION CONDITIONS

Disputes under early termination conditions shall be resolved in accordance with this Exhibit.

X. AUDIT REVIEW PROCEDURES UNDER EARLY TERMINATION

Audit review procedures shall be in accordance with Exhibit D, Audit Review Procedures, section XIV below.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

XI. CONSULTANT CLAIMS AGAINST THIS AGREEMENT UNDER EARLY TERMINATION

The Consultant agrees to release the AUTHORITY from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Consultant of payment in the total amount agreed upon as full and final payment of its costs from performance and early termination of this Agreement.

XII. NON-DISCRIMINATION

This section regarding non-discrimination is in addition to GTC 610.

A. During the performance of this agreement, the Consultant and its Subconsultants shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Consultants and Subconsultants shall insure the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Consultant and Subconsultants shall comply with the provision of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Consultant and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subagreements to perform work under this clause.

XIII. RETENTION OF RECORD/AUDITS

A. For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Consultant, Subconsultants, and the AUTHORITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The AUTHORITY, the State Auditor, or any duly authorized representative having jurisdiction under any laws or regulations shall have access to any books, records, and documents of the Consultant that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

- B. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

XIV. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Project Manager.
- B. Not later than 30 days after issuance of an interim or final audit report, the Consultant may request a review by the Project Manager of unresolved audit issues. The request for review will be submitted in writing to the Chief Executive Officer. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the Chief Executive Officer will be scheduled if the Project Manager concurs that further review is warranted. After the meeting, the Project Manager will make recommendations to the Chief Executive Officer will make the final decision for the AUTHORITY. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse the Consultant from full and timely performance, in accordance with the terms of this clause.

XV. SUBCONTRACTING

The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

XVI. PURCHASE OF EQUIPMENT

No equipment identified in this Agreement is approved for purchase.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

XVII. INSPECTION OF WORK

The Consultant shall permit the AUTHORITY to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

XVIII. SAFETY

- A. The Consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the AUTHORITY's Safety Officer and other State representatives. The Consultant's personnel shall wear white hard hats and orange safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the AUTHORITY has determined that within such areas as are within the limits of the project and are open to public traffic, the Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. The Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s) as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practice, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

XIX. INSURANCE

- A. The Consultant shall furnish to the AUTHORITY, Certificates of Insurance for the minimum coverage set forth below. The Consultant shall be fully responsible for all policy deductibles and any self-insured retention. The required insurance shall be provided by carriers authorized or approved to do business in California.
- B. Types and Amount of Coverage
 - 1. Workers Compensation and Employers Liability Insurance in accordance with statutory requirements.
 - 2. General Liability insurance in an amount not less the \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

3. Automobile liability coverage of not less than \$1,000,000.00 per accident.
 4. A \$5,000,000.00 umbrella or excess liability shall include products liability completed operations coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 5. Professional Liability insurance in an amount not less than \$5,000,000.00 per claim and \$5,000,000.00 in the aggregate.
- C. The insurance above shall be maintained in effect at all times during the term of this Agreement. Failure to maintain the required coverage shall be sufficient grounds for the AUTHORITY to terminate this Agreement for cause, in addition to any other remedies the AUTHORITY may have available. Additionally, the Consultant shall maintain, or make a good faith effort to maintain, the Professional Liability insurance for a period of three (3) years after completion of its performance under this Agreement.
- D. The Certificates of Insurance shall provide:
1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the AUTHORITY.
 2. That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this Agreement are concerned and only for the General Liability and Automobile Liability coverage required in Exhibit D, section XX, paragraph B, items 2 and 5 above.
- E. The AUTHORITY will not be responsible for any premiums or assessments on the policy.
- F. An insurance waiver or reduction in coverage may be requested by the Consultant on certain subconsultants. The waiver request must be submitted to the AUTHORITY for approval prior to commencement of work. Such approval shall not be unreasonably withheld.
- XX. DAMAGES DUE TO ERRORS AND OMISSIONS
- A. Architect-Engineer (A&E) Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Agreement. A Consultant may be liable for the AUTHORITY's costs resulting from errors or deficiencies in designs furnished under its Agreement.

- B. When a modification to a construction contract is required because of an error or deficiency in the services provided under this A&E Agreement, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the A&E Consultant may be reasonably liable.
- C. The AUTHORITY's Contract Manager shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's interest. The contracting officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the firm.

XXI. OWNERSHIP OF DATA

- A. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in the AUTHORITY and no further agreement will be necessary to transfer ownership to the AUTHORITY. The Consultant shall furnish the AUTHORITY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- C. The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the AUTHORITY of the machine readable information and data provided by the Consultant under this agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by the AUTHORITY of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

XXII. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the AUTHORITY's operations, which is designated confidential by the AUTHORITY and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by the AUTHORITY relating to this Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.
- C. The Consultant shall not comment publicly to the press or any other media regarding this Agreement or the AUTHORITY's actions on the same, except to the AUTHORITY's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the AUTHORITY and receipt of the AUTHORITY's written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by the Consultant to any entity, other than the AUTHORITY.

XXIII. EVALUATION OF CONSULTANT

The Consultant's performance will be evaluated by the AUTHORITY. A copy of the evaluation will be sent to the Consultant for comments. The evaluation, together with the comments, shall be retained by the AUTHORITY.

XXIV. STATEMENT OF COMPLIANCE

The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

XXV. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to the AUTHORITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

XXVI. CONFLICT OF INTEREST

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with AUTHORITY that may have an impact upon the outcome of this Agreement or any ensuing AUTHORITY construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing AUTHORITY construction project which will follow.
- B. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. The Consultant and its employees, and all its subconsultants and employees, shall comply with the AUTHORITY's Conflict of Interest Code.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXVII. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any AUTHORITY agency employee. For breach or violation of this warranty, the AUTHORITY shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XXVIII. PROHIBITION OF EXPENDING STATE FUNDS FOR LOBBYING

- A. The Consultant certifies, to the best of his or her knowledge and belief, that:
1. No State appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State agreement, the making of any State grant, the making of any State, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State agreement, grant, loan, or cooperative agreement.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000.00, and that all such subrecipients shall certify and disclose accordingly.

Exhibit E
General Terms and Conditions of ARRA

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.
2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.
3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS (Buy America):** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605 [49 U.S.C. 211.405(a)]
5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, [49 U.S.C. 2105(c)(2)] the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.
7. **WHISTLEBLOWER PROTECTION:** Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:
- a. The total amount of ARRA funds received by Contractor during the Reporting Period;
 - b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
 - c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:
 - (i.) The name of the project or activity;
 - (ii.) A description of the project or activity;
 - (iii.) An evaluation of the completion status of the project or activity; and
 - (iv.) An estimate of the number of jobs created and /or retained by the project or activity;
 - d. For any contracts equal to or greater than \$25,000:
 - (i.) The name of the entity receiving the contract;
 - (ii.) The amount of the contract;
 - (iii.) The transaction type;
 - (iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - (v.) The Program source;
 - (vi.) An award title descriptive of the purpose of each funding action;
 - (vii.) The location of the entity receiving the contract;
 - (viii.) The primary location of the contract, including the city, state, congressional district and country;
 - (ix.) The DUNS number, or name and zip code for the entity headquarters;
 - (x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
 - (xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;
 - e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov. The additional requirements will be added to this contract(s).

California High Speed Train Project - PG&E Study Participants

TP & IGP
System Protection
Substation Engineering
Civil Engineering
T-Line Engineering and Pole-Line Estimating
Land Services
Project Services
System Automation
Substation Asset Strategy
T-Line Asset Strategy
Geographical Information Systems
Operations Engineering
Contracts



Total \$680,500

Attachment 1 - Funding Schedule

California High Speed Train Project - PG&E Study Participants

Transmission Planning & Integrated Grid Planning

Task #	Name / Position	\$/Hr	Hours	Total	Fringe Benefits	Operating Expenses	Travel Expenses	Overhead	Equipment	Other	Total By Task
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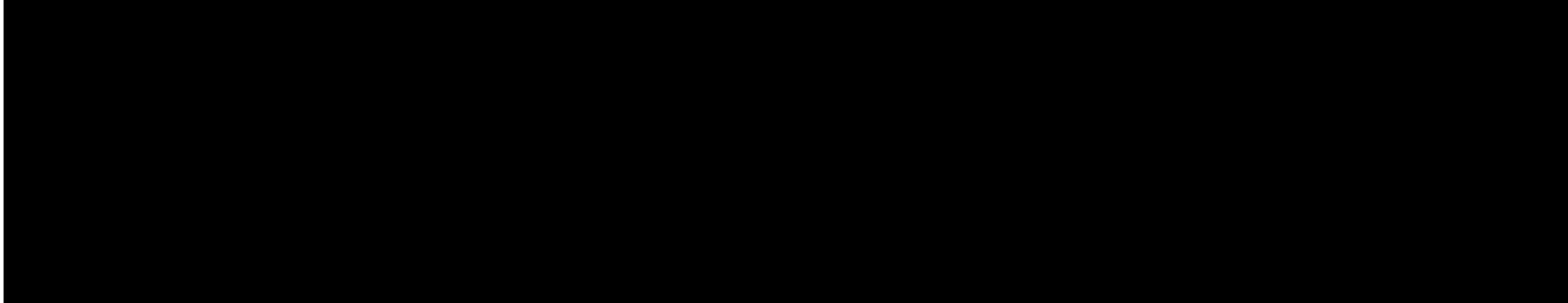
\$61,500

Attachment 1 - Funding Schedule

California High Speed Train Project - PG&E Study Participants

System Protection

Task #	Name / Position	\$/Hr	Hours	Total	Fringe Benefits	Operating Expenses	Travel Expenses	Overhead	Equipment	Other	Total By Task
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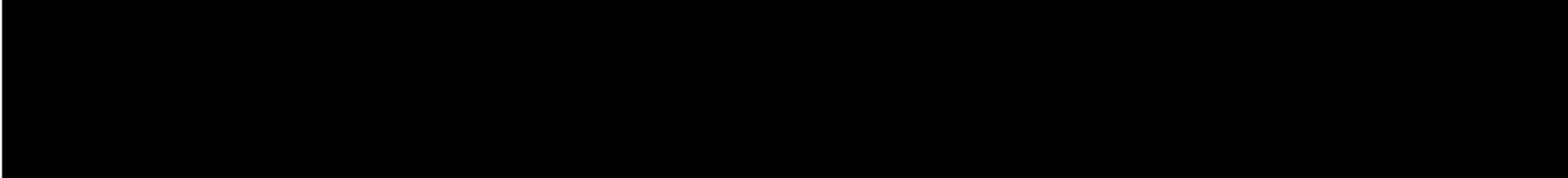


\$50,500

California High Speed Train Project - PG&E Study Participants

Substation Engineering

Task #	Name / Position	\$/Hr	Hours	Total	Fringe Benefits	Operating Expenses	Travel Expenses	Overhead	Equipment	Other	Total By Task
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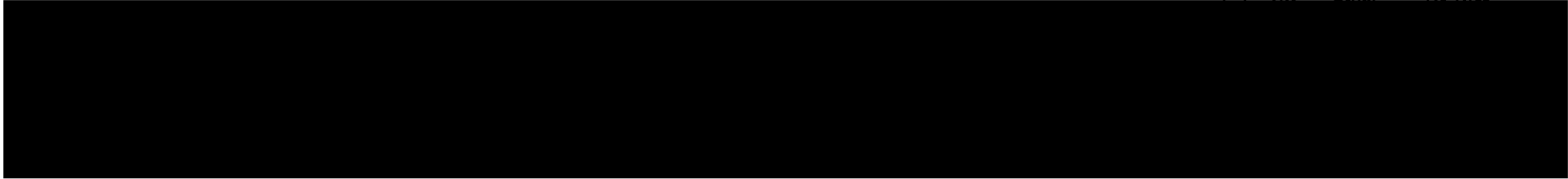
\$50,800

Attachment 1 - Funding Schedule

California High Speed Train Project - PG&E Study Participants

Civil Engineering

Task #	Name / Position	\$/Hr	Hours	Total	Fringe Benefits	Operating Expenses	Travel Expenses	Overhead	Equipment	Other	Total By Task
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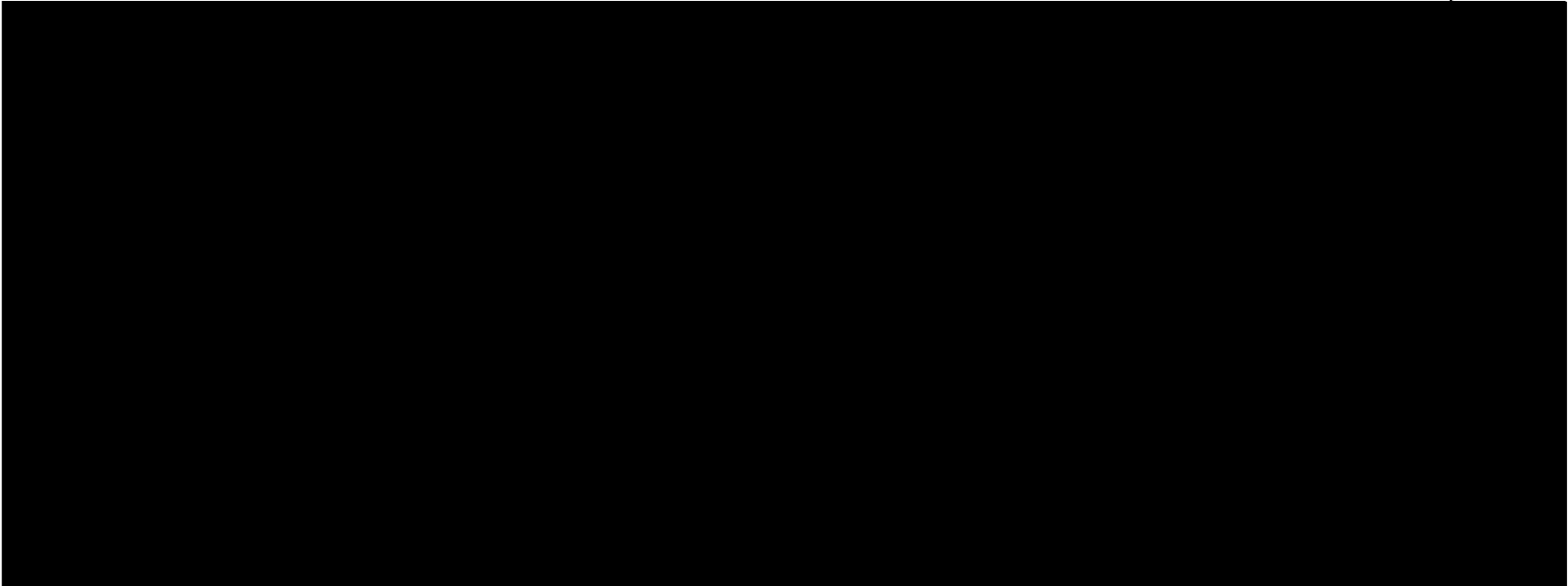
\$43,100

Attachment 1 - Funding Schedule

California High Speed Train Project - PG&E Study Participants

T-Line Engineering and Pole-Line Estimating

Task #	Name / Position	\$/Hr	Hours	Total	Fringe Benefits	Operating Expenses	Travel Expenses	Overhead	Equipment	Other	Total By Task
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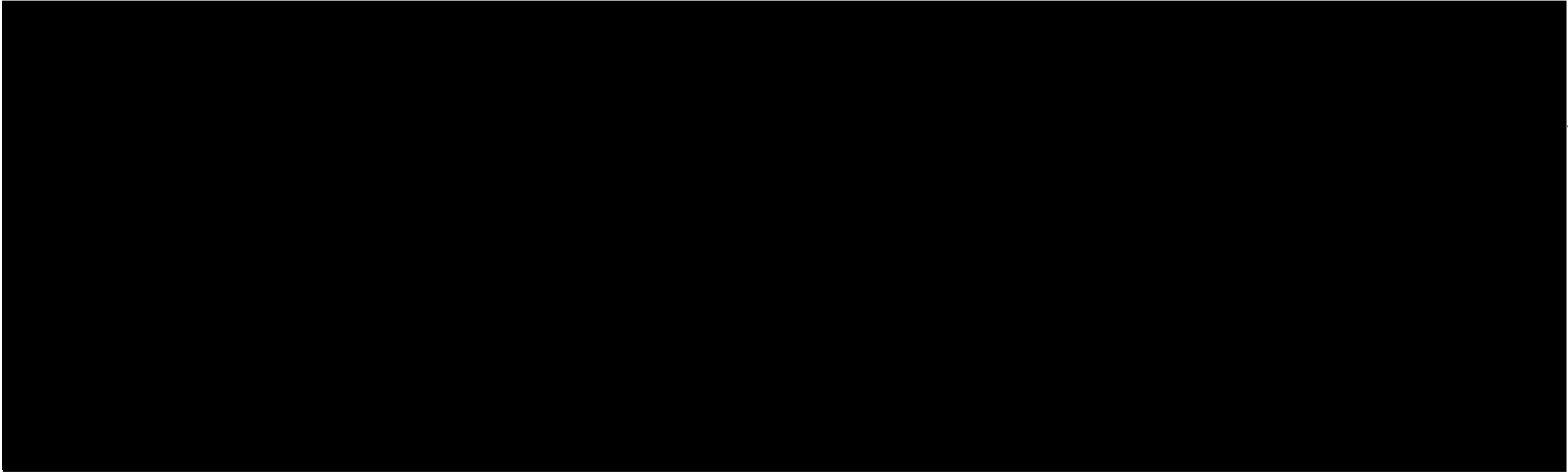
\$84,150

Attachment 1 - Funding Schedule

California High Speed Train Project - PG&E Study Participants

Land Services

Task #	Name / Position	\$/Hr	Hours	Total	Fringe Benefits	Operating Expenses	Travel Expenses	Overhead	Equipment	Other	Total By Task
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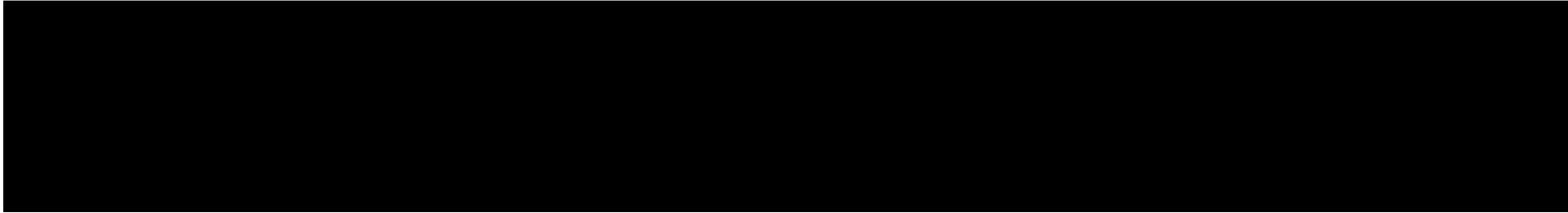


\$93,850

California High Speed Train Project - PG&E Study Participants

Project Services

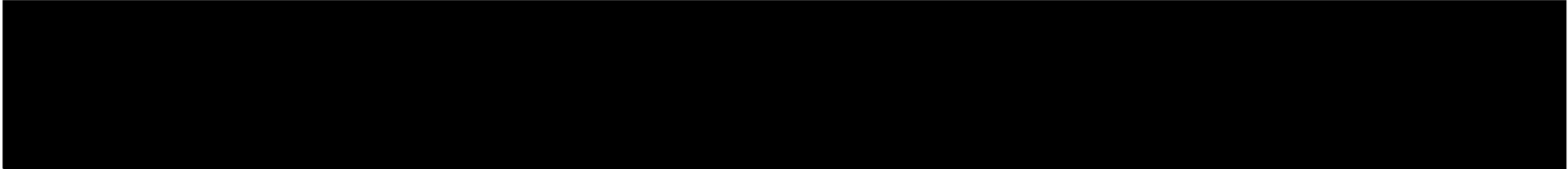
Task #



\$44,400

California High Speed Train Project - PG&E Study Participants

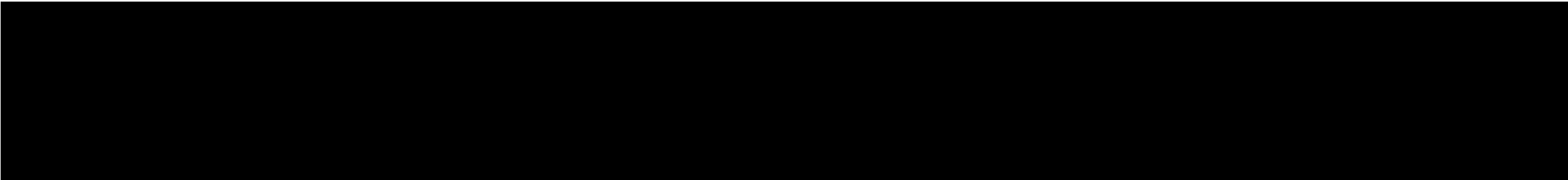
System Automation



\$36,800

California High Speed Train Project - PG&E Study Participants

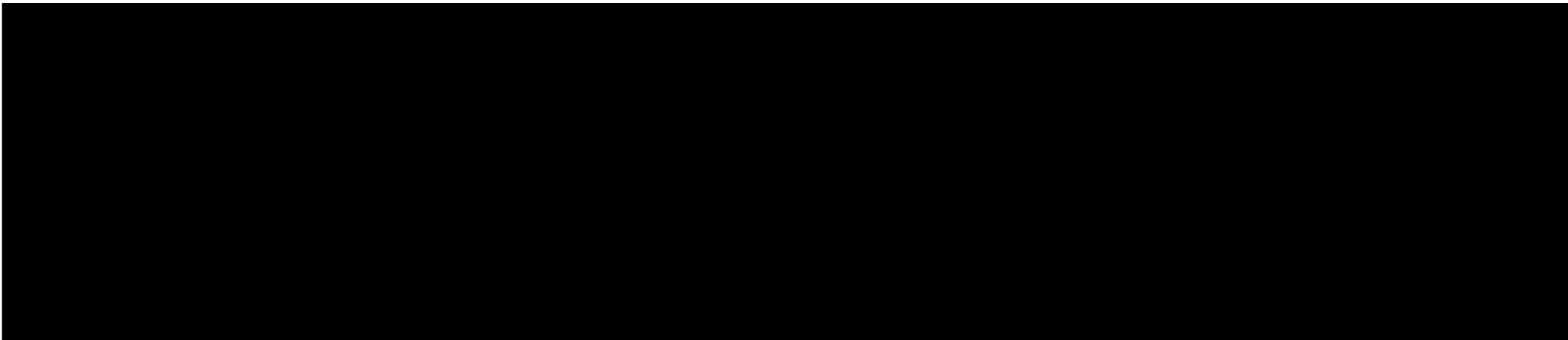
Substation Asset Strategy



\$58,200

California High Speed Train Project - PG&E Study Participants

T-Line Asset Strategy



\$65,900

California High Speed Train Project - PG&E Study Participants

Geographical Information Systems



\$24,700

California High Speed Train Project - PG&E Study Participants

Operations Engineering



\$53,600

California High Speed Train Project - PG&E Study Participants

Contracts



\$13,000

STATE OF CALIFORNIA-- GENERAL SERVICES PROCUREMENT DIVISION
CONTRACT ADVERTISING EXEMPTION REQUEST
 (IN CALIFORNIA STATE CONTRACTS REGISTER)

STD. 821 (REV. 10/2006)

Government Code Section 14825 (et seq.) requires that all agreements entered into by state agencies for services shall be published in the California State Contracts Register (CSCR), unless exempted. Agreements which have been exempted by Department of General Services shall be listed in the CSCR.

SCR 300

TYPE OF REQUEST (Check one) <input type="checkbox"/> NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION (attach NCB)		<input checked="" type="checkbox"/> EXEMPTION FROM ADVERTISING	SERVICE TYPE <input checked="" type="checkbox"/> NON-IT/TELECOM RELATED SERVICE		<input type="checkbox"/> IT/TELECOM RELATED SERVICES
DEPARTMENTAL CONTACT INFORMATION PLEASE TYPE NAME: [REDACTED] IMS CODE: [REDACTED] DEPARTMENT: California High-Speed Rail Authority DIVISION: Procurement and contracts ADDRESS: 770 L Street, Suite 800 CITY, STATE, ZIP: Sacramento, CA 95814			AGENCY BILLING CODE 10200 CONTRACT DESCRIPTION To provide specialized engineering services to review technical and feasibility studies to ensure sufficient capacity on each of the Contractors own right-of-way and/or relocation services. TELEPHONE NUMBER (Not CALNET-Include Area Code)		
CONTRACT NUMBER Various	AMENDMENT NUMBER (if Applicable)	CONTRACT AMOUNT \$6,500,000.00	AMENDMENT AMOUNT (if Applicable)	CONTRACT PERIOD Varies upon approval to 3 years ^{RB}	
PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A NON-COMPETITIVELY BID (NCB) CONTRACT IS PROPOSED		CONTRACTOR'S NAME See Attachment #4 (Utilities)		FEDERAL EMPLOYER IDENTIFICATION NUMBER	
		CONTRACTOR'S ADDRESS (Number, Street)			
		(City, State, ZIP Code)			

An exemption from advertising in the California State Contracts Register is not an exemption from Disabled Veteran Business Enterprise (DVBE) participation goal attainment.

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)

A Comprehensive evaluation study was done to assess and evaluate the viability of various corridors throughout the State for implementation as part of a statewide high-speed rail system. The study determined the named Contractors in this NCB are the sole owners of the land where the proposed California High-Speed Rail system will be aligned in the proposed corridors. The utilities are the sole owners of the land and facilities in key statewide corridors and will provide for services for relocation of utilities within their right-of-ways. There are no other supplies on these properties and based on the EIR/EIS alignments there are no alternate utilities in these corridors.

To comply with Streets and Highways Code section 2704.09, subdivision (g), the Authority and the named Contractors would mutually agree to enter into a contract to allow the Authority to construct and operate portions of the high-speed train system within the Contractor's right-of-way. If the parties are unable to reach a mutually acceptable agreement, the Authority would initiate and exercise eminent domain. The ensuing lawsuits would add significant cost and delays to the completion of these corridors. Moreover, the Authority would most certainly jeopardize the loss of billions of dollars of federal ARRA funds which must be spent by September 30, 2017.

AUTHORIZED SIGNATURE 	PROCUREMENT DIVISION USE ONLY	
TELEPHONE NUMBER <input type="checkbox"/> CALNET (916) 324-1541	DATE SIGNED 02/01/2012	ACTION TAKEN ON REQUEST <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below) AUTHORIZED SIGNATURE DATE SIGNED 3/18/2012 COMMENTS
SEND TO: NAME: [REDACTED] DEPARTMENT: DEPARTMENT OF GENERAL SERVICES DIVISION: PROCUREMENT DIVISION ADDRESS: 707 THIRD ST., Second Floor CITY, STATE, ZIP: WEST SACRAMENTO, CA 95605		
DGS PROCUREMENT MAR - 9 2012 Department: RECEIVED		

Special Category NCB Request

For DGS Use only

SCR #: 300

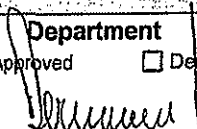
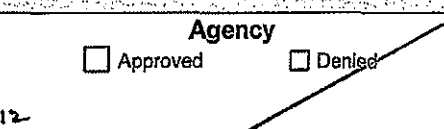
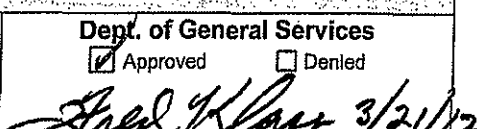
Expiration Date: 3/31/2015

Delegation: # N/A

Maximum \$ Limit: \$ 6,500,000.00

For use when requesting approval for a special category NCB for information technology (IT) goods and services, non-IT goods and non-IT services pursuant to State Contracting Manual Volumes 1, 2 and 3. All approved requests will be issued a Special NCB # for a maximum dollar amount for the 3-year "window" of approval. All transactions executed against this approval must reference both the Special NCB # and/or Delegation # as appropriate. See the Instructions for Use of Special Category NCB attached to this form. This form can be found on the DGS-PD website www.dgs.ca.gov/od.

This justification document consists of two (2) pages plus an attachment for instructions. All information must be provided and all questions must be answered. The "Required Approvals" section must include a date for each signature, as appropriate for the transaction.

Requesting Department Information		
Agency: California High-Speed Rail Authority	Department:*	
(*Includes Boards, Commissions, and Associations)		
Institution (if applicable):		
Department Contact Information		
Contact Name: [REDACTED]	Street Address: 770 L Street, Suite 800 Sacramento, CA 95814	
Telephone: [REDACTED]	Mailing Address: Same as street Address	
FAX: [REDACTED]		
E-Mail: [REDACTED]		
Contract Category Information		
Contractor Name: Investor-owned utilities (See attached) Attachment #4		
Name of Category: Investor-owned utilities		
Describe types of purchases contemplated: Utility relocation services described below		
Contract/Trans. \$'s estimated per Calendar Year \$ <u>2,166,666.66</u> ⁶⁶ # of yrs (up to 3 yrs) = Total \$ <u>6,500,000</u>		
# of Contracts/Trans. estimated per Calendar Year _____ x # of yrs (up to 3 yrs) = Total # _____		
Contract/transaction Type: Select One: <input type="checkbox"/> Non-IT Goods <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services <input checked="" type="checkbox"/> Non-IT Service		
Provide a description of the goods or services to be acquired: The third party utility companies are the sole owners of their right-of-way and there are no other competitors serving the utilities right-of-way. The utility companies will provide labor to perform or provide for utility relocation services.		
Required Approvals		
<input checked="" type="checkbox"/> Department Approved <input type="checkbox"/> Denied  Signature of Director or Designee/Date _____ Type Name of Director or see Instructions	<input type="checkbox"/> Agency Approved <input type="checkbox"/> Denied  Signature of Agency Secretary or Designee/Date _____ Type Name of Agency Secretary or see Instructions	<input checked="" type="checkbox"/> Dept. of General Services Approved <input type="checkbox"/> Denied  Signature of Director or Designee/Date _____ Type Name of Director or Designee

Remit completed form to:

Procurement Division
 Attn: Intake and Analysis Unit
 707 Third Street, 2nd Floor, MS: 201
 West Sacramento, CA 95605

3/12/12
CR

Complete responses must be provided for all of the following items.

A. WHY IS THIS CATEGORICAL EXEMPTION NECESSARY?

1. Why can't the acquisition category be competitively bid?*

(Identify any time critical requirements that prevent the exercise of reasonable efforts to compete for the good or service.)

* Reference the Public Contract Code (PCC) that applies, i.e., 10301/10302, 10340 or 12102.

In 1998, the Authority commissioned Parsons Brinkerhoff to prepare a comprehensive evaluation study to assess and evaluate the viability of various corridors throughout the State for implementation as part of a statewide high-speed rail system. The corridors were evaluated on the basis of capital, operating and maintenance costs, travel times and engineering, operational and environmental constraints. The corridors were compared and evaluated on a regional basis and as part of a statewide system. The findings of the corridor evaluation study provide a basis for ridership, revenue and financial studies, and environmental impact statement and impact reports for a comparison of alternatives. The report documents and assumptions, parameters and methodologies and presents the results and findings used in this corridor evaluation study.

The study determined the named utility companies in this NCB are the sole owners of the land where the proposed California High-Speed Train system will be aligned in the proposed corridors. There are no other suppliers located on these properties.

2. Provide the background of events leading to this request.

The Authority needs to contract with utility companies to relocate or provide for the relocation of utilities within their right-of-ways.

Since these companies are the ones who own the right-of-ways that the CHSRA will be laying track around or near they are the only ones who can provide the review to ensure that the CHSRA alignment doesn't interfere with their infrastructure their utilities or in some cases will need to relocate the utilities to accommodate the alignment.

In talking with staff regarding the work to be performed by the Utilities, the Utilities made it very clear they would only accept contracts from the owners of the High-Speed Train Project (The Authority). Hence, the third-party Agreements between Utilities and CHSRA. Each Utility will need to review each alignment they may have a conflict with to determine what action will need to be taken with the Design Builder.

3. What are the consequences of not purchasing the good and/or service for the proposed category?

To comply with Streets and Highways Code section 2704.09, subdivision (g), the Authority and the named utility companies would mutually agree to enter into a contract to allow the Authority to construct and operate portions of the high-speed train system in conjunction with the utility company's right-of-way. If the parties are unable to reach a mutually acceptable agreement, the Authority would initiate and exercise eminent domain. The ensuing lawsuits would add significant cost and delays to the completion of these corridors. Moreover, the Authority would most certainly jeopardize the loss of billions of dollars of federal ARRA funds which must be spent by September 30, 2017.

4. What market research was conducted to substantiate whether there is competition available for this category, including evaluation of whether other (substitute) items were considered?

(Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable OR an explanation of why the survey or effort to identify other goods/services was not performed.)

There are no other Utilities that can compete for their owned right-of-way. See items 1, 2 and 3 above.

B. PRICE ANALYSIS

1. **How was the price offered determined to be fair and reasonable?**
 (Explain what the basis was for comparison and include cost analyses as applicable.)

These are rates based on Industry Standards.

PG&E		SCE	
Job Title	Hrs. pay rate	Job Title	Hrs. pay rate
T-Line Engineering Supervisor		Senior Nuclear Engineer	
Senior T-Line Engineer		Senior Engineer	
Associate Engineer		Engineer 1	
Senior Engineering Estimator		Engineer 3	

*See attachment 2 (burdened rates)

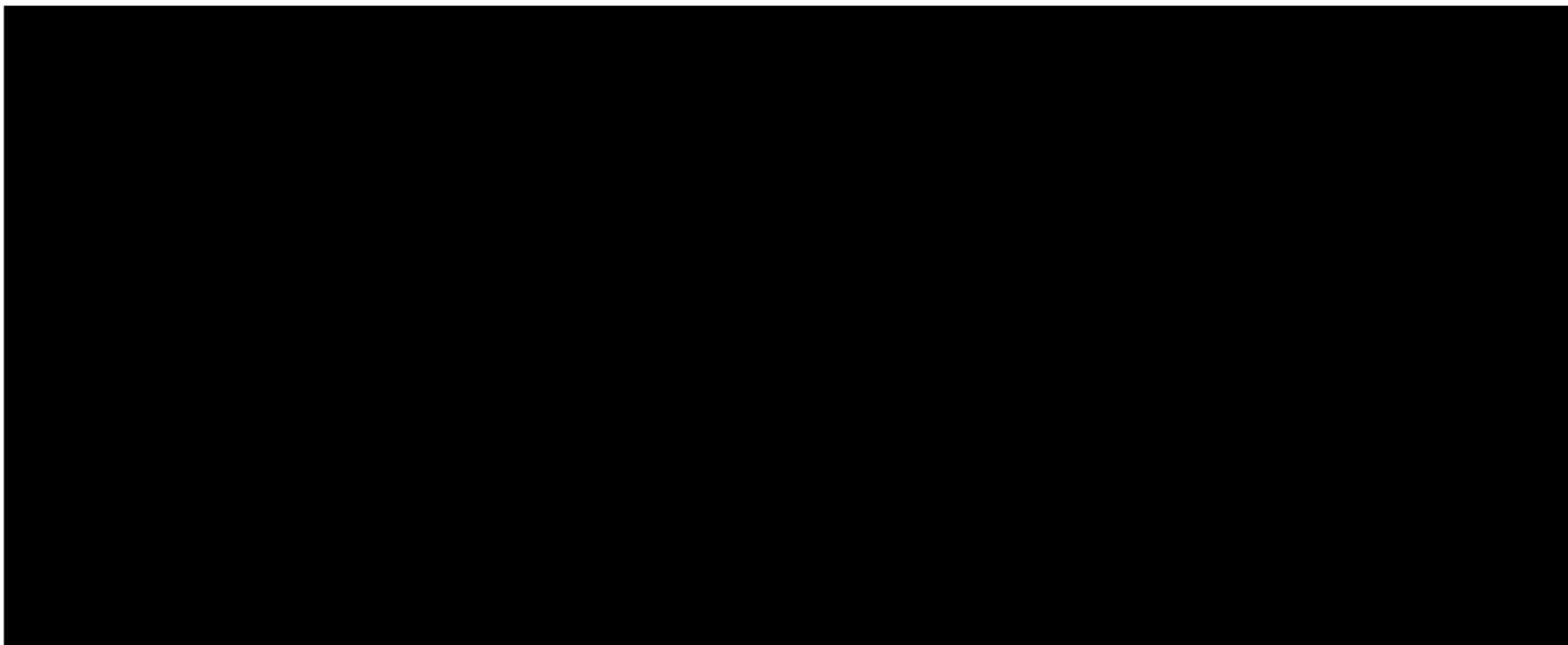
*See attachment 3A & 3B (unburdened rates)

The Authority expects the labor rates for other public municipal utilities to be competitive with rates indicated above.

ATTACHMENT 2 - Burdened Rate

California High Speed Train Project - PG&E Study Participants

T-Line Engineering and Pole-Line Estimating



\$84,150

ATTACHMENT 3A - Unburdened rate

Table C-3: Professional/Technical²¹

#	SCE Job Code	SCE Job Title	# SCE EEs	SCE (Avg, \$000)			Market (Avg, \$000)			SCE +/- Market (%)
				Base	Cash	TL Benefits	Total	Total	Total	
63	ACC2	Accountant 2								
64	ACC3	Accountant 3								
65	ACC4	Accountant 4								
66	ABU3	Analyst-Business 3								
67	AFN2	Analyst-Financial 2								
68	AFN3	Analyst-Financial 3								
69	AFN4	Analyst-Financial 4								
70	APP3	Analyst-Program/Project 3								
71	ASY2	Analyst-Systems 2								
72	ASY3	Analyst-Systems 3								
73	ASY4	Analyst-Systems 4								
74	ADV2	Application Developer 2								
75	ADV3	Application Developer 3								
76	ADV4	Application Developer 4								
77	AUC3	Auditor-Corporate 3								
78	AUC4	Auditor-Corporate 4								
79	CCM3	Construction/Material Cdntr 3								
80	CRR1	Corporate Repr 1								
81	CRR2	Corporate Repr 2								
82	CRR3	Corporate Repr 3								
83	ENG1	Engineer 1								
84	ENG2	Engineer 2								
85	ENG3	Engineer 3								
86	ENN2	Engineer-Nuclear 2								
87	ENN3	Engineer-Nuclear 3								
88	HRC2	Hum Res Consultant 2								
89	HRC3	Hum Res Consultant 3								
90	IQC3	Inspector-City Control 3								
91	ITS2	IT Specialist/Engineer 2								
92	ITS3	IT Specialist/Engineer 3								
93	ITS4	IT Specialist/Engineer 4								
94	ITS5	IT Specialist/Engineer 5								
95	MPC1	Mgt-Program/Contract 1								
96	MPC2	Mgt-Program/Contract 2								
97	MPC3	Mgt-Program/Contract 3								
98	MPP1	Mgt-Project/Product 1								
99	PLA2	Planner 2								
100	ENG4	Senior Engineer								
101	ENN4	Senior Nuclear Engineer								
102	SES3	Sfty & Environmtl Spclst 3								
103	ATT3	Sr Attorney 1								
104	TSP3	Technl Spclst/Scientist 3								
105	TRS2	Training Specialist 2								
106	TRS3	Training Specialist 3								

²¹ Represents average pay data for SCE and comparator (market) data.

ATTACHMENT 3B - Unburdened rate

Table C-4: Manager/Supervisor²²

#	SCE Job Code	SCE Job Title	# SCE Eff.	SCE (Avg. \$000)		Market (Avg. \$000)		SCE +/- Market
				Total	(SD)	(SD)	(SD)	
107	1237							

²² Represents average pay data for SCE and comparator (market) data.

ENTITY NAME	TYPE	# OF CONFLICTS	BUDGET
Alpaugh Irrigation District	Irrigation	5	\$ 24,995.00
Alta Irrigation District	Irrigation	5	\$ 24,995.00
Angiola Water District	Water Utility	3	\$ 14,997.00
Antelope Valley -East Kern Water Agency	Water Utility	3	\$ 14,997.00
Arvin-Edison Water Storage District	Water Utility	5	\$ 24,995.00
AT&T	Telecommunications	46	\$ 229,954.00
Atwell Island Water District	Water Utility	3	\$ 14,997.00
Belridge Water Storage District	Water Utility	3	\$ 14,997.00
Berrenda Mesa Water District	Water Utility	3	\$ 14,997.00
British Petroleum	Oil Pipeline	5	\$ 24,995.00
Broadview Water District	Water Utility	3	\$ 14,997.00
Burrel Ditch Company	Irrigation	5	\$ 24,995.00
Buttonwillow County Water District	Water Utility	2	\$ 9,998.00
CA Water Service	Water Utility	5	\$ 24,995.00
Cawelo Water District	Water Utility	3	\$ 14,997.00
Central Valley Flood Protection Board	Flood Control	15	\$ 74,985.00
Charter Communications	Telecommunications	2	\$ 9,998.00
Chemical Waste Management, Inc.	Waste Disposal	3	\$ 14,997.00
Chevron Pipeline Company	Oil Pipeline	5	\$ 24,995.00
Chowchilla Water District	Water Utility	5	\$ 24,995.00
Clark's Fork Reclamation District #2069	Water Utility	5	\$ 24,995.00
Comcast	Telecommunications	2	\$ 9,998.00
Comcast Cable Vision c/o AC Square Inc	Telecommunications	45	\$ 224,955.00
Conoco Philips Crimson Pipelines	Oil Pipeline	20	\$ 99,980.00

ENITY NAME	TYPE	# OF CONFLICTS	BUDGET
Consolidated Irrigation District	Irrigation	5	\$ 24,995.00
Corcoran Irrigation District	Irrigation	5	\$ 24,995.00
Crescent Canal Company	Water Utility	2	\$ 9,998.00
Cross Creek Flood Control District	Flood Control	5	\$ 24,995.00
Crown Castle	Telecommunications	1	\$ 4,999.00
Delano-Earlimart Irrigation District	Irrigation	5	\$ 24,995.00
Devils Den Water District	Water Utility	2	\$ 9,998.00
Ducor Irrigation District	Irrigation	5	\$ 24,995.00
Dudley Ridge Water District	Water Utility	2	\$ 9,998.00
Earlimart Public Utility District	Water Utility	2	\$ 9,998.00
Empire West Side Irrigation District	Irrigation	5	\$ 24,995.00
Enos Lane Public Utility District	Water Utility	1	\$ 4,999.00
Exeter Irrigation District	Irrigation	5	\$ 24,995.00
ExxonMobil Corporation	Oil Pipeline	5	\$ 24,995.00
Farmers Water District	Water Utility	5	\$ 24,995.00
Firebaugh Canal Water District	Water Utility	5	\$ 24,995.00
Free Water County Water District	Water Utility	3	\$ 14,997.00
Fresno Irrigation District	Irrigation	25	\$ 124,975.00
Fresno Metropolitan Flood Control District	Flood Control	40	\$ 199,960.00
Fresno Slough Water District	Water Utility	5	\$ 24,995.00
Garfield Water District	Water Utility	2	\$ 9,998.00
Green Valley Water District	Water Utility	5	\$ 24,995.00
Hills Valley Irrigation District	Irrigation	5	\$ 24,995.00
Indian Wells Valley Water District	Water Utility	3	\$ 14,997.00
Internation Water District	Water Utility	2	\$ 9,998.00

ENTITY NAME	TYPE	# OF CONFLICTS	BUDGET
Ivanhoe Public Utility District	Water Utility	2	\$ 9,998.00
James Irrigation District	Irrigation	5	\$ 24,995.00
James Resources Conservation District	Water Conservation	6	\$ 29,994.00
JG Boswell Water District	Water Utility	20	\$ 99,980.00
John Heinlen Mutual Water Company	Water Utility	5	\$ 24,995.00
Kaweah-Delta Water Conservation District	Water Conservation	10	\$ 49,990.00
Kern County Water Agency	Water Utility	5	\$ 24,995.00
Kern Delta Water District	Water Utility	5	\$ 24,995.00
Kern-Tulare Water District	Water Utility	5	\$ 24,995.00
Kinder Morgan Pipeline Company	Utility	10	\$ 49,990.00
Kings County Water District	Water Utility	5	\$ 24,995.00
Kings River Conservation District	Water Conservation	2	\$ 9,998.00
Kings River Water Association	Utility Association	2	\$ 9,998.00
Kings River Water District	Water Utility	5	\$ 24,995.00
Laguna Irrigation District	Irrigation	5	\$ 24,995.00
Lakeside Irrigation District	Irrigation	5	\$ 24,995.00
Last Chance Water Ditch Company	Irrigation	5	\$ 24,995.00
Le Grand - Athlon Water District	Water Utility	5	\$ 24,995.00
Lemoore Canal & Irrigation Company	Irrigation	5	\$ 24,995.00
Level 3 Communications	Telecommunications	5	\$ 24,995.00
Lewis Creek Water District	Water Utility	4	\$ 19,996.00
Liberty Canal Company	Irrigation	5	\$ 24,995.00
Liberty Mill Race Company	Water Utility	5	\$ 24,995.00
Liberty Water District	Water Utility	5	\$ 24,995.00
Lindmore Irrigation District	Irrigation	5	\$ 24,995.00

ENTITY NAME	TYPE	# OF CONFLICTS	BUDGET
Lindsay-Strathmore Irrigation District	Irrigation	5	\$ 24,995.00
Loveland Water Corporation	Water Utility	5	\$ 24,995.00
Lower Tule River Irrigation District	Irrigation	5	\$ 24,995.00
Madera Irrigation District	Irrigation	8	\$ 39,992.00
Melga Water District	Water Utility	5	\$ 24,995.00
Merced Irrigation District	Irrigation	75	\$ 374,925.00
Mercy Springs Water District	Water Utility	3	\$ 14,997.00
Mid-Valley Water District	Water Utility	2	\$ 9,998.00
Mojave Public Utility District	Water Utility	5	\$ 24,995.00
Murphy Slough Association	Water Conservation	2	\$ 9,998.00
North Edwards Water District	Water Utility	5	\$ 24,995.00
North Kern Water Storage District	Water Utility	5	\$ 24,995.00
North of River Sanitation District (NORS)	Water Utility	5	\$ 24,995.00
North of the River Municipal Water District	Water Utility	5	\$ 24,995.00
Olcese Water District	Water Utility	5	\$ 24,995.00
Oro Loma Water District	Water Utility	3	\$ 14,997.00
Orosi Public Utility District	Water Utility	5	\$ 24,995.00
Pacific Gas & Electric (PG&E)	Gas & Electrical Utility	145	\$ 724,855.00
Panoche Drainage District	Water Utility	2	\$ 9,998.00
Panoche Resource Conservation District	Water Conservation	8	\$ 39,992.00
Panoche Water District	Water Utility	5	\$ 24,995.00
Paramount Petroleum Oil Company	Oil Pipeline	20	\$ 99,980.00
Peoples Ditch Company	Irrigation	5	\$ 24,995.00
Pinedale County Water District	Water Utility	5	\$ 24,995.00
Pinedale Public Utility District	Water Utility	5	\$ 24,995.00

ENTITY NAME	TYPE	# OF CONFLICTS	BUDGET
Pixley Irrigation District	Irrigation	5	\$ 24,995.00
Pleasant Valley Water District	Water Utility	5	\$ 24,995.00
Porterville Irrigation District	Irrigation	5	\$ 24,995.00
Qwest Communications	Telecommunications	1	\$ 4,999.00
Rag Gulch Water District	Water Utility	5	\$ 24,995.00
Raisin City Water District	Water Utility	5	\$ 24,995.00
Rand Communities Water District	Water Utility	5	\$ 24,995.00
Reclamation District No. 761	Water Conservation	2	\$ 9,998.00
Reed Ditch Company	Irrigation	5	\$ 24,995.00
Riverdale Irrigation District	Irrigation	5	\$ 24,995.00
Riverdale Public Utility District	Water Utility	5	\$ 24,995.00
Rosamond Community Services District	Other	2	\$ 9,998.00
Rosedale-Rio Bravo Water Storage District	Water Utility	5	\$ 24,995.00
Salyer Water District	Water Utility	5	\$ 24,995.00
Saucelito Irrigation District	Irrigation	5	\$ 24,995.00
Selma Kingsburg Fowler Co. Sanitation Dist	Water Utility	5	\$ 24,995.00
Semitropic - Rosamond Water Bank Authority	Water Utility	5	\$ 24,995.00
Semitropic Water Storage District (aka Pond-Poso Improvement District)	Water Utility	5	\$ 24,995.00
Sempra Energy Company	Gas Utility	10	\$ 49,990.00
Shafter-Wasco Irrigation District	Irrigation	5	\$ 24,995.00
Shell Oil Company	Oil Pipeline	5	\$ 24,995.00
South San Joaquin Irrigation District	Irrigation	6	\$ 29,994.00
Southeast Lake Water Company	Water Utility	5	\$ 24,995.00
Southern California Edison	Electrical Utility	100	\$ 499,900.00
Southern California Gas	Gas Utility	100	\$ 499,900.00

ENITY NAME	TYPE	# OF CONFLICTS	BUDGET
Southern San Joaquin Municipal Utility District	Water Utility	5	\$ 24,995.00
Sprint-Nextel	Telecommunications	5	\$ 24,995.00
Stinson Canal & Irrigation Company	Irrigation	5	\$ 24,995.00
Stone Corral Irrigation District	Irrigation	5	\$ 24,995.00
Stratford Irrigation District	Irrigation	5	\$ 24,995.00
Tea Pot Dome Water District	Water Utility	5	\$ 24,995.00
Terra Bella Irrigation District	Irrigation	5	\$ 24,995.00
Tranquility Irrigation District	Irrigation	5	\$ 24,995.00
Tranquility Public Utility District	Water Utility	5	\$ 24,995.00
Tri Valley Water District	Water Utility	5	\$ 24,995.00
Tribal Lands	Tribal Land Utility	35	\$ 174,965.00
Tulare County Waterworks District No. 1	Water Utility	2	\$ 9,998.00
Tulare Irrigation District	Irrigation	5	\$ 24,995.00
Tulare Lake Basin Water Storage District	Water Utility	5	\$ 24,995.00
Tulare Lake Canal Company	Irrigation	5	\$ 24,995.00
Tulare Lake Reclamation District #761	Water Conservation	2	\$ 9,998.00
Upper San Jose Water Company	Water Utility	5	\$ 24,995.00
Vandalia Irrigation District	Irrigation	5	\$ 24,995.00
Vaughn Water Company	Water Utility	10	\$ 49,990.00
Verizon (MCI, WorldCom, MFS)	Telecommunications	2	\$ 9,998.00
Westlands Water District	Water Utility	5	\$ 24,995.00
Widren Water District	Water Utility	3	\$ 14,997.00
Woodville Public Utility District	Water Utility	5	\$ 24,995.00
Zalda Reclamation District #801	Water Conservation	6	\$ 29,994.00
			\$ 6,453,709.00

5046-E
April 4, 2017

Attachment 2

**STANDARD FORM AGREEMENT
HSR14-37**



STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

Agreement Number HSR 14-37
Registration Number

- This Agreement is entered into between the State Agency and the Owner named below:
 STATE AGENCY'S NAME
 California High-Speed Rail Authority
 OWNER'S NAME
 Pacific Gas and Electric Company
- The term of this Agreement is September 30, 2014 through September 30, 2017 or upon DGS approval, whichever is later
- The maximum amount of this Agreement is \$ 3,255,476.53
 Three Million Two Hundred & Fifty-Five Thousand, Four Hundred & Seventy Six Dollars and Fifty-Three cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	15 page(s)
Exhibit B – Budget	3 page(s)
Exhibit B – Budget Sheet Attachments	7 page(s)
Exhibit C – General Terms and Conditions	5 page(s)
Exhibit D – Special Terms and Conditions	4 page(s)
Exhibit E – Additional Terms and Conditions	9 page(s)
Attachment 1 – Rate Sheet	1 page
Attachment 2 – Invoice Templates	5 page(s)

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

OWNER		California Department of General Services Use Only
OWNER'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Pacific Gas and Electric Company		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Gregg Lemler, Vice President Transmission Operations		
ADDRESS 245 Market Street, N14L, San Francisco, CA 94105		
STATE OF CALIFORNIA		
AGENCY NAME California High-Speed Rail Authority		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Morales, Chief Executive Officer		
ADDRESS 770 L Street, Suite 620, MS 3, Sacramento CA 95814		
		<input type="checkbox"/> Exempt per:

**EXHIBITA
SCOPE OF WORK**

1. BACKGROUND

The California High-Speed Rail Authority (“Authority”) is responsible for the planning, design, construction and operation of the California High-Speed Rail (“HSR”) System, which will run from San Francisco to the Los Angeles basin and eventually extend to Sacramento and San Diego, totaling 800 miles of electrified rail service. Of the 800 miles of electrified rail service, approximately 345 miles of service operation will be in the Pacific Gas and Electric Company (“PG&E”) service territory (“Territory”).

Under contract HSR10-10, PG&E provided the Authority technical study reports, detailing the necessary HSR and PG&E interconnection facilities and associated network upgrades needed in meeting the electrical needs of the HSR Project Phase 1, which will extend from San Francisco to the Los Angeles basin as defined in the Authority’s 2014 Business Plan (“Project Phase 1”).

2. WORK PLAN

This agreement (“Agreement”) between Authority and PG&E is to take the next step and progress towards a permitted, construction ready design. The following work plan details the tasks, schedule, and deliverables under this Agreement. The table below contains the list of the interconnection sites to be analyzed under this Agreement.

Site No.	Site Name	Section
8	Madera	Merced to Fresno
9	Fresno	Fresno to Bakersfield
10	Hanford	Fresno to Bakersfield
11	Alpaugh	Fresno to Bakersfield
12	Wasco	Fresno to Bakersfield
13	West Bakersfield	Fresno to Bakersfield

**EXHIBITA
SCOPE OF WORK**

2.1 TASKS

2.1.1. REVIEW, RERUN AND RESUBMITTAL OF TECHNICAL STUDY REPORTS

Under a prior contract, PG&E performed studies of the technical system requirements to serve HSR Project Phase 1 based on preliminary electric load data provided by the Authority (“Preliminary System Study”). The Authority has informed PG&E that it has since made changes to the electric load requirements for HSR Project Phase 1. The Authority now seeks to have PG&E re-run its studies of the technical system requirements based on updated electric load data and feedback (“Updated Load Data”) from the Authority. The Authority will provide new electric load data and other information which may include final locations for the HSR traction power stations and analysis of PG&E’s Preliminary System Study report. If requested by the Authority, PG&E agrees to re-run some or all of the technical system studies. The re-run of the technical studies will include updated data and information provided by the Authority as detailed above and utilize the most current transmission plan, grid configuration, queued generation projects and PG&E service requirements. The results of the re-run technical studies will be provided in the form of a “Draft Technical Systems Study Report.”

The Authority shall review the Draft Technical Systems Study Report and provide PG&E a Due Diligence Review of High Voltage Interconnection for Traction Power Substations (referred to herein as the “Due Diligence Review”) detailing any alternative interconnection and network/facility upgrade proposals, approaches, modifications and/or suggested improvements (“Additions”). PG&E shall consider the Additions presented in the Due Diligence Review and consult with the Authority to document all Additions PG&E determines need to be incorporated into its proposed final system design. The documentation of PG&E’s proposed final system design must occur prior to proceeding with the Single Phase and Regenerative Braking System Impact Study.

In the event that the actual HSR operations exceed the twelve trains per hour as set forth in the HSR 2014 Business Plan, excluding temporary anomalies and/or conditions outside of the Authority’s control, PG&E will consult with the Authority and re-assess the High Speed Rail’s load demands and facility requirements needed to support the High Speed Train. This assessment shall include updated changes to the PG&E utility grid, including increases and decreases in demand and new or improved facility upgrades not considered in the original or re-run technical studies. In determining the necessary facility upgrades or re-configuration needed to support the new load demand, PG&E shall consult with the Authority.

EXHIBITA
SCOPE OF WORK

The Authority shall only be responsible for the cost to redesign and reconfigure the PG&E utility system needed to meet High Speed Rail's additional load requirements due to a change in operations increasing the number of trains per hour above twelve, as set forth in the 2014 Business Plan. To the extent there exists any benefit to PG&E's other customers as a result of the redesign and reconfiguring of PG&E's utility system pursuant to this Section, the Authority shall be entitled to proportional credit therefor.

In the event that there is not an increase to the twelve trains per hour as set forth in the 2014 Business Plan and nevertheless HSR operations exceed the load forecast, excluding temporary anomalies and/or conditions outside of the Authority's control, PG&E, in consultation with the Authority, will re-assess the High Speed Rail's load demands and facility requirements needed to support the High Speed Train. This assessment shall include updated changes to the PG&E utility grid, including increases and decreases in demand and new or improved facility upgrades not considered in the original or re-run technical studies. The results of the re-assessment will permit PG&E to determine the necessary facility upgrades or retrofit needed to support the increased load demand. The Authority shall only be responsible for the cost to redesign and retrofit the PG&E utility systems as required to meet High Speed Rail's additional load requirements. Additionally, the Authority shall be entitled to a credit for that portion of the system upgrade that benefits other utility customers. However, the Authority shall not be responsible for redesign or retrofit costs attributable to PG&E's error in interpreting the original load demands and implementing the original system design. This responsibility shall survive the term of this Agreement. In the event that system redesign or reconfiguration is not a result of changes in HSR operation or HSR understatement of original load requirements but PG&E error in interpreting the load data or implementing the design, PG&E shall be responsible for any system upgrades. This responsibility shall survive the term of this Agreement.

2.1.2. SINGLE PHASE AND REGENERATIVE BRAKING SYSTEM IMPACT STUDY

The Authority, in collaboration with PG&E, will produce a Single Phase and Regenerative Braking System Impact Study. The Single Phase and Regenerative Braking System Impact Study is required to interconnect the HSR system into PG&E's electric grid and is a precursor to PG&E's preparation of the CPUC application(s) pursuant to General Order 131-D.

The Authority will secure the services of a consultant (Consultant) to conduct the Single Phase and Regenerative Braking System Impact Study, using a scope of work to be agreed-upon by both the Authority and PG&E. The Authority and PG&E's agreement with the scope of work shall not be unreasonably withheld. Each interconnection site will require an individual analysis by the Consultant of the single phase and regenerative braking system impact and will be presented to PG&E as individual site studies.

EXHIBIT A
SCOPE OF WORK

PG&E and the Consultant will collaborate as needed through completion of the Single Phase and Regenerative Braking System Impact Study. PG&E will supply Consultant with the necessary data to analyze the High Speed Trains' power loads, including regenerative braking impacts to the PG&E electrical grid.

PG&E will review and advise of its agreement with the methodology, model and data inputs used to run the Single Phase and Regenerative Braking System Impact Study. The Consultant will develop a study evaluating, at a minimum, voltage and current unbalance, voltage and current harmonic distortion, electromagnetic interference, power factor, voltage flicker and internal short-circuit fault for each traction power substation location to analyze the response of the utility system to the traction loads. Working with PG&E, the Consultant will compare the results of the Single Phase and Regenerative Braking System Impact Study with PG&E's operational standards. If the study results indicate that they are not compatible with PG&E's operational standards, the Consultant will work with PG&E and make recommendations to address any incompatibilities ("Incompatibilities"). In the event that the PG&E system modifications resulting from the Single Phase and Regenerative Braking System Impact Study do not remedy the Incompatibilities and therefore require future modification, PG&E, in consultation with the Authority, will re-assess PG&E's systems and determine what remedies are needed to address the Incompatibilities. The Authority shall be responsible for the cost for the redesign and retrofit of PG&E's utility systems as needed for proper operation of the High-Speed Train, provided that the system specifications supplied to the Consultant by PG&E have not changed. This section excludes situations resulting from temporary anomalies and/or conditions outside of the Authority's control and shall not apply to the extent that PG&E provides the Authority's consultant incorrect information, disregards, or fails to implement or improperly implements the recommendations resulting from the Single Phase and Regenerative Braking System Impact Study.

In the event that a portion of the system upgrade/modification, which are implemented pursuant to the terms of this section, provide a benefit to other utility customers, the Authority shall be entitled to a proportional credit therefor. This entire Section 2.1.2 shall survive the term of this Agreement.

2.1.3. LAND STUDIES AND DOCUMENT PREPARATION

PG&E will develop the Scope of Work and Request for Proposal needed to secure bids from potential contractors to perform the necessary land studies. The land studies scope will address the land services related to the HSR interconnection for the sites listed in Section 2 herein. The land studies scope will include all items necessary to meet GO 131-D requirements with sufficient detail to meet the needs of a Proponent's Environmental Assessment (PEA) or equivalent document. Additionally, PG&E's Land Department will concurrently develop a contractor bid list to identify potential contractors with the resources, experience, and availability to meet the HSR's electrification schedule.

EXHIBIT A
SCOPE OF WORK

PG&E will submit the land studies scope of work to the Authority for comment and approval. PG&E will also submit the contractors bid list to the Authority. Using the contractors bid list and the scope of work, the Authority will conduct a conflict check to clear bidders of potential conflicts that arise from doing work for both entities. The Authority will supply PG&E the results of the conflict check identifying the nature of the conflict and the bidders with or without conflicts.

PG&E will not secure, nor is any budget allocated to, securing any contractors for the land studies scope under this Agreement.

2.1.4. PG&E FACILITY UPGRADES – ENGINEERING AND DESIGNS

PG&E will develop the Scope of Work and Request for Proposal needed to secure bids from potential contractors to perform the necessary engineering and design. The engineering and design work scope will address the engineering and design work related to HSR interconnection for the sites listed in Section 2 herein. The engineering and design work scope will include all items necessary to meet GO 131-D requirements with sufficient detail to meet the needs of a PEA or equivalent document and the needs of the CPUC's Permit To Construct/Certificate of Public Convenience and Necessity (PTC/CPCN) process. Additionally, PG&E's Engineering and Design Department(s) will concurrently develop a contractor bid list to identify potential contractors with the resources, experience, and availability to meet the HSR's electrification schedule.

PG&E will submit the Engineering and Design studies scope of work to the Authority for comment and approval. PG&E will also submit the contractors bid list to the Authority. Using the contractors bid list and the scope of work, the Authority will conduct a conflict check to clear bidders of potential conflicts that arise from doing work for both entities. The Authority will supply PG&E the results of the conflict check identifying the nature of the conflict and the bidders with or without conflicts.

PG&E will not secure, nor is any budget allocated to, securing any contractors for the engineering and design work scope under this Agreement.

2.2 SCHEDULE

Sites 8, 9, 10, 11, 12, 13

The Authority and PG&E agree to use best efforts to pursue the following schedule. As a result of the progress meetings described in Section 4.1, the schedule may be updated periodically. In particular, the parties recognize that the deliverables are interdependent and a delay in the completion of one deliverable task in the table below may delay the

**EXHIBITA
SCOPE OF WORK**

commencement of another deliverable task. In addition, while completion of some deliverables is within one party's control, responsibility for completion of other specified deliverables is shared, making it impossible for either party to commit with certainty to completion by a specified date. The table below illustrates the estimated schedule in accordance with the parties intent that all work contemplated in this Agreement will be complete no later than June 30th 2017.

TASK #	ITEM NUMBER	DELIVERABLE	DEPENDENCY	EXPECTED TIME TO COMPLETE (DAYS)
Task 2.1.1 Review and Resubmittal of Technical Study Reports				
N/A	1.	PG&E and Authority Reimbursement Agreement Execution	N/A	15
2.1.1	2.	Delivery of Traction Power Simulations Data by Authority	1	30
4.2	3.	PG&E and Authority Technical Study Review Meeting	2	10
2.1.1	4.	PG&E Draft Technical System Report Re-run and Re-submittal	3	210
2.1.1	5.	Internal Authority Review of the PG&E's Draft Technical System Report	4	90
2.1.1	6.	Authority Due Diligence Review of PG&E Technical System Report	5	60
4.2	7.	PG&E and Authority Technical System Report Review Meeting	6	30
2.1.1	8.	PG&E Finalization and Documentation of Draft Technical Systems Report	7	30
Task 2.1.2 Single Phase and Regenerative Braking System Impact Study				
2.1.2	9.	Delivery of the Single Phase Regenerative	1	15

**EXHIBIT A
SCOPE OF WORK**

		Braking Scope of Work to PG&E		
2.1.2	10.	PG&E review and comment of Single Phase Regenerative Braking Scope of Work	9	30
4.1	11.	PG&E and the Authority agreement regarding the Single Phase and Regenerative Braking Scope of Work	10	30
4.1	12.	PG&E and the Authority Single Phase Regenerative Braking System Impact Study Kick Off Meeting	11	10
2.1.2	13.	Initiation of Authority Single Phase and Regenerative Braking Studies	12	60
2.1.2	14.	Creation and Submittal of the collaborative Single Phase and Regenerative Braking System Impact Studies	13	180
4.2	15.	PG&E and Authority Single Phase and Regenerative Braking Review and Acceptance Meeting	14	10
2.1.2	16.	PG&E Single Phase and Regenerative Braking Study Conditional Acceptance	15	45
Task 2.1.3 Land Studies and Document Preparation				
4.1	17.	PG&E and the Authority Land Services and Engineering Pre-Scope Creation Kick Off Meeting	16	10
2.1.3	18.	PG&E's Land Studies	17	150

**EXHIBITA
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		Scope of Work Creation		
2.1.3	19.	PG&E's Submittal of the Land Services Scope of Work to the Authority	18	10
2.1.3	20.	Authority Review and Comment on the Land Services Scope of Work	19	30
2.1.3	21.	Authority Land Services Scope of Work Approval	20	30
4.1	22.	PG&E and the Authority Land Services Scope of Work Review and Acceptance Meeting	21	10
Task 2.1.4 PG&E Facility Upgrades - Engineering and Design				
2.1.4	23.	PG&E's Engineering Scope of Work Creation	17	150
2.1.4	24.	PG&E's Submittal of the Engineering Scope of Work to the Authority	23	10
2.1.4	25.	Authority Review and Comment on the Engineering Scope of Work	24	30
2.1.4	26.	Authority Engineering Scope of Work Approval	25	30
4.1	27.	PG&E and the Authority Engineering Scope of Work Review and Acceptance Meeting	26	10
Task 2.1.3 Land Studies and Document Preparation				
2.1.3	28.	PG&E Land Services Bid List Creation	17	30
2.1.3	29.	PG&E Land Services Bid List Submittal to the Authority	28	10
2.1.3	30.	Authority Conflict Check on Land Services Bid List	29	60
2.1.3	31.	Authority Response to PG&E on Land Services Bid List	30	10
Task 2.1.4 PG&E Facility Upgrades - Engineering and Design				

**EXHIBITA
SCOPE OF WORK**

2.1.4	32.	PG&E Engineering Bid List Creation	17	30
2.1.4	33.	PG&E Engineering Bid List Submittal to the Authority	32	10
2.1.4	34.	Authority Conflict Check on Engineering Bid List	33	60
2.1.4	35.	Authority Response to PG&E on Engineering Bid List	34	10
Task 2.1.3 Land Studies and Document Preparation				
2.1.3	36.	PG&E Land Services Request For Proposal Creation	22	60
2.1.3	37.	PG&E Land Services Request For Proposal Submittal to the Authority	36	10
2.1.3	38.	Authority Review and Acceptance of the Land Services Request For Proposal	37	30
Task 2.1.4 PG&E Facility Upgrades - Engineering and Design				
2.1.4	39.	PG&E Engineering Request For Proposal Creation	27	60
2.1.4	40.	PG&E Engineering Request For Proposal Submittal to the Authority	39	10
2.1.4	41.	Authority Review and Acceptance of the Engineering Request For Proposal	40	30

**EXHIBITA
SCOPE OF WORK**

3. TASK DELIVERABLES

The table below represents the list of deliverables to be provided by and to the Authority and PG&E is subject to change or periodically update as a result of progress meetings described in Section 4.1.

Deliverable	Description	Responsibility
PG&E and Authority Reimbursement Agreement Execution	PG&E and the Authority will collaborate on the Reimbursement Agreement Scope of Work, Terms and Conditions, Schedule and Budget to achieve final execution.	PG&E/Authority
Delivery of Traction Power Simulations Data by Authority (2.1.1)	The Authority will provide PG&E the pertinent data from the traction power simulations studies to re-run and revise the technical studies for sites 8, 9, 10, 11, 12, and 13, as requested by the Authority.	Authority
PG&E and Authority Technical Study Review Meeting (4.2)	PG&E and the Authority will meet to discuss the traction power data and necessity for re-running the technical studies.	PG&E/Authority
PG&E Draft Technical System Report Re-run and Re-submittal (2.1.1)	PG&E will re-run and re-submit, to the Authority, a draft technical analysis using the most up-to-date PG&E grid information and data supplied by the Authority.	PG&E
Authority Review of High Voltage Interconnections for Traction Power Substations (2.1.1)	The Authority will review and submit an analysis suggesting proposed alternatives and/or modifications to the Draft Technical System Report for PG&E's review.	Authority
PG&E and Authority Technical Study Review and Agreement Meeting (4.2)	PG&E and the Authority will meet to review and discuss the Authority's suggested changes to PG&E's initial or revised technical system reports.	PG&E/Authority
PG&E Finalization and Documentation of Draft Technical Systems Report (2.1.1)	PG&E to determine, document and finalize technical system reports	PG&E
Delivery of Single Phase Regenerative Braking Scope of Work (2.1.2)	The Authority will deliver the proposed Single Phase and Regenerative Braking scope of work to PG&E for review and comment.	Authority
Review and comment of	PG&E will review and comment on the	PG&E

**EXHIBITA
SCOPE OF WORK**

Single Phase Regenerative Braking Scope of Work (2.1.2)	proposed Single Phase and Regenerative Braking scope of work and return comments, if any, to the Authority for review.	
Single Phase and Regenerative Braking Scope of Work agreement (2.1.2)	The Authority and PG&E will review and discuss any proposed comments for inclusion in or exclusion from the proposed scope of work. The parties shall agree on a finalized Single Phase and Regenerative Braking scope of work prior to the commencement of the Single Phase Regenerative Braking study.	PG&E /Authority
PG&E and the Authority Single Phase Regenerative Braking System Impact Study Kick Off Meeting (4.1)	Using the Agreed upon scope the Authority and PG&E will meet to discuss the Single Phase Regenerative Braking System Impact Study and the rolls and responsibilities of each party.	PG&E/Authority
Initiation of Authority Single Phase and Generative Braking Reports (2.1.2)	The Authority and its consultant will review the initial or revised PG&E technical studies and request the necessary data, from PG&E, in order to start and complete the Single Phase and Regenerative Braking Study.	Authority
Creation and Submittal of the collaborative Single Phase and Regenerative Braking System Impact Studies (2.1.2)	The Authority's consultant, using the technical studies and requested PG&E data will create and submit the Single Phase Regenerative Braking System Impact Studies to PG&E.	Authority
PG&E and Authority Single Phase and Regenerative Braking Review and Acceptance Meeting (4.2)	The Authority and PG&E will meet to discuss the results of the Single Phase Regenerative Braking Study and PG&E's conditional acceptance of the Single Phase Regenerative Braking Study.	PG&E/Authority
PG&E Single Phase and Regenerative Braking Study Acceptance (2.1.2)	PG&E will provide, to the Authority, conditional acceptance of the Single Phase Regenerative Braking Studies and results.	PG&E
PG&E and the Authority Land Services and Engineering Pre-Scope Creation Kick Off Meeting (4.1)	The Authority and PG&E will meet prior to the start of both the Land Services and Engineering Scope Creation.	PG&E/Authority
PG&E's Land studies	PG&E will develop the Land Services	PG&E

**EXHIBITA
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Scope of Work Creation (2.1.3)	Scope of Work.	
PG&E's Submittal of the Land Services Scope of Work to the Authority (2.1.3)	PG&E will submit the Land Services Scope of Work to the Authority for review.	PG&E
Authority Review and Comment on the Land Services Scope of Work (2.1.3)	The Authority will review and comment on the Land Services Scope of Work.	Authority
Authority Land Services Scope of Work Approval (2.1.3)	The Authority to provide PG&E approval of the Land Services Scope of Work upon satisfaction of completeness.	Authority
PG&E and the Authority Land Services Scope of Work Review and Acceptance Meeting (4.1)	PG&E and the Authority to meet discuss and accept the Land Services Scope of Work.	PG&E/Authority
PG&E's Engineering Scope of Work Creation (2.1.4)	PG&E will develop the Engineering Scope of Work.	PG&E
PG&E's Submittal of the Engineering Scope of Work to the Authority (2.1.4)	PG&E will submit the Engineering scope of work to the Authority for review.	PG&E
Authority Review and Comment on the Engineering Scope of Work (2.1.4)	The Authority will review and comment on the Engineering Scope of Work.	Authority
Authority Engineering Scope of Work Approval (2.1.4)	The Authority to provide PG&E approval of the Engineering Scope of Work upon satisfaction of completeness.	Authority
PG&E and the Authority Engineering Scope of Work Review and Acceptance Meeting (4.1)	PG&E and the Authority to meet discuss and accept the Engineering Scope of Work.	PG&E/Authority
PG&E Land Services Bid List Creation (2.1.3)	PG&E will create a list of potential bidders to conduct the work detailed in the Land Services Scope of Work.	PG&E
PG&E Land Services Bid List Submittal to the Authority (2.1.3)	PG&E will submit the Land Services bidders list to the Authority.	PG&E

**EXHIBITA
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Authority Conflict Check on Land Services Bid List (2.1.3)	Authority will run a conflict check on the proposed Land Services bidders.	Authority
Authority Response to PG&E on Land Services Bid List (2.1.3)	Authority will respond to PG&E on the outcome of the Land Services conflict check.	Authority
PG&E Engineering Bid List Creation (2.1.4)	PG&E will create a list of potential bidders to conduct the work detailed in the Engineering Scope of Work.	PG&E
PG&E Engineering Bid List Submittal to the Authority (2.1.4)	PG&E will submit the Engineering bid list to the Authority.	PG&E
Authority Conflict Check on Engineering Bid List (2.1.4)	Authority will run a conflict check on the proposed Engineering bidders.	Authority
Authority Response to PG&E on Engineering Bid List (2.1.4)	Authority will respond to PG&E on the outcome of the Engineering conflict check.	Authority
PG&E Land Services Request For Proposal Creation (2.1.3)	PG&E will create a Request for Proposal for the Land Services bidders.	PG&E
PG&E Land Services Request For Proposal Submittal to the Authority (2.1.3)	PG&E will submit the Land Services Request for Proposal to the Authority.	PG&E
Authority Review and Acceptance of the Land Services Request For Proposal (2.1.3)	The Authority will review and provide acceptance of the Land Services Request for Proposal upon the Authority's satisfaction of completeness.	Authority
PG&E Engineering Request For Proposal Creation (2.1.4)	PG&E will create a Request for Proposal for the Engineering bidders.	PG&E
PG&E Engineering Request For Proposal Submittal to the Authority (2.1.4)	PG&E will submit the Engineering Request for Proposal to the Authority.	PG&E
Authority Review and Acceptance of the Engineering Request For Proposal (2.1.4)	The Authority will review and provide acceptance of the Engineering Request for Proposal upon the Authority's satisfaction of completeness.	Authority

EXHIBITA
SCOPE OF WORK

4. MEETINGS AND COORDINATION

4.1. Progress Meetings

Progress meetings will be hosted on a bi-weekly basis by the Authority, either in person, via conference call, webinar or other suitable manner as required. The purpose of these meetings will be to review progress of work under this Agreement, to set, maintain, and refine schedules to review, refine and control budgets. Where review and/or coordination is required for completion of a specific deliverable, the parties will agree to reasonable turn-around times for either party's review of the other's work so as to comply with the desired schedule listed in 2.2 as best as possible.

PG&E's Project Manager shall be available to the Authority's Contract Manager as needed.

4.2. Technical Meetings

Technical Meetings shall be hosted upon the request of either PG&E or the Authority. The content of these meetings can include review, discussion, revisions, submittal and re-submittal of the PG&E Phase 1 technical studies, the Authority technical study analysis, the Single Phase and Regenerative Braking Studies. The Technical Meetings will vary from meeting to meeting depending on progress and need.

The requesting party will be responsible for the meeting content and provide an agenda of discussion topics prior to the meeting.

Each party will hold the responsibility of inviting the appropriate representation to the meeting.

The requesting party will provide meeting minutes from the meetings detailing items of discussion, decision points, action items and requests for information.

EXHIBIT A
SCOPE OF WORK

4.3. Requested or Required Meetings

In addition to the progress and technical meetings, additional meetings may be necessary for coordination, clarification, discussion of urgent topics, or other items related to the HSR interconnection process. Any meeting under this sub task must be approved by the Authority's Contract Manager, approval of which shall not be unreasonably withheld. These meetings may include parties not subject to this Agreement including; CPUC, local municipalities, State and Federal entities or parties with an interest in the HSR interconnection and/or the Interconnection Facilities. Funds under this Agreement shall not be expended to fund any third party's attendance and/or participation.

**EXHIBIT B
BUDGET**

FUNDING REQUIREMENTS

- A. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to PG&E or to furnish any other considerations under this Agreement and PG&E shall not be obligated to perform any provision of this Agreement.
- B. After execution or commencement of this Agreement, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to either Party; or 2) offer an Agreement amendment to PG&E to reflect the reduced amount, and any revised schedule.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- D. If at any time Authority becomes aware that funding will not be available, or has reasonable grounds for believing that funding may not be available to pay PG&E for work being performed by PG&E under this Agreement, the Authority shall promptly notify PG&E in writing of the circumstances (Inadequate Funding Notice). Upon receipt of the Inadequate Funding Notice, PG&E may suspend its performance under the Agreement until Authority provides PG&E reasonable assurances that the funding deficiency has been resolved.
- E. If at any time PG&E has reason to believe sufficient funding may not be available for the work identified in Exhibit A, it may contact the Authority's Contract Manager to confer regarding its belief. In the event this communication with the Authority's Contract Manager does not alleviate PG&E's concerns, PG&E may submit a written request for reasonable assurances from the Authority as to the availability of sufficient funding. The Authority will respond to any such request within ten (10) business days after receipt. In the event the Authority has not provided reasonable assurances within ten (10) business days after the Authority's receipt of PG&E's request, PG&E may suspend further performance of its work under this Agreement until such time as the Authority provides reasonable assurances.

**EXHIBIT B
BUDGET**

COMPENSATION, INVOICING AND PAYMENT

- A. The total amount reimbursed by the Authority for this Agreement shall not exceed \$3,255,476.53.
- B. It is understood and agreed that this total is an estimate and the actual amount of work requested by the Authority may be less. PG&E will be reimbursed only for actual allowable costs incurred at the rates indicated in the budget attached hereto as Attachment 1. The Authority understands that, since July 1, 2013, PG&E has, in good faith, performed services under this Agreement's Scope of Work. Despite the fact that these services were performed prior to this Agreement's commencement, the parties herein authorize PG&E to submit a payment request under this Agreement requesting compensation, pursuant to the rates herein, for said services previously rendered.
- C. It is further understood that the allocation of cost to a specific budget is merely an estimate and that funds not expended on a particular budget item may be reallocated to another subject to approval of the Authority which approval shall not be unreasonably withheld.
- D. Invoices shall be in the form set forth in Attachment 2.
- E. The Contract Manager shall approve the invoices for payment or provide PG&E with a Notice of Dispute within fifteen (15) days of receipt regarding any items for which the documentation provided by PG&E is deficient for payment.
- F. Authority agrees to timely process payment requests for any services satisfactorily rendered under this Agreement that are not subject to a Notice of Dispute and pay undisputed costs within 45 days after receipt of three (3) copies of Owner's itemized bill (as set forth in Attachment 2) or be subject to a late payment penalty pursuant to the California Prompt Payment Act (Cal. Gov't Code Section 927 et seq.).
- G. PG&E shall provide 3 copies of the invoice for payment. Invoices shall be submitted no more than monthly in arrears to:

Financial Operations Section
California High-Speed Rail Authority
770 L Street, Suite 620, MS3
Sacramento, CA 95814
(1 Original & 1 Copy)

AND

EXHIBIT B
BUDGET

Scott Rothenberg
California High-Speed Rail Authority
770 L Street, Suite 620, MS2
Sacramento, CA 95814
(1 Copy)

- H. The final project invoice shall state the final cost due the Authority. The final invoice shall be submitted within 360 calendar days after completion of the services.

COST PRINCIPLES

- A. The Contractor agrees to comply with OMB A-87, OMB A-122, OMB A-21 or 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., as applicable, to determine the allowability of individual items of cost.
- B. The Contractor agrees to comply with 49 C.F.R. Part 18 or 49 C.F.R. Part 19, as applicable.
- C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under OMB A-87, 49 C.F.R. Part 18, OMB A-122, 49 C.F.R. Part 19, as applicable, are subject to repayment by the Contractor to the Authority.
- D. Any subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions of this clause.

CONTINGENT FEE

- A. The Contractor certifies, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this certification, the Authority has the right to annul this Agreement without liability, pay only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Project: High Speed Rail
 Order No.: 9717187
 Date Prepared: 9/8/2014
 Prepared By: [REDACTED]

2.1.4 Land Studies and PEA Preparation Sites 8-13

GROUP	PCC	SAP Labor Rate	MONTH	MONTHS												Total																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by PG&E, either in whole or in part, without the consent of the Authority in the form of a formal written amendment.
4. **AUDIT:** PG&E agrees that the Authority, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. PG&E agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. PG&E agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, PG&E agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **DISPUTES:** PG&E shall continue with the responsibilities under this Agreement during any dispute.
6. **INDEPENDENT CONTRACTOR:** PG&E, and the agents and employees of PG&E, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
7. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, PG&E and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. PG&E and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. PG&E and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section

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GENERAL TERMS AND CONDITIONS**

12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. PG&E and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. PG&E shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **COMPENSATION:** The consideration to be paid PG&E, as provided herein, shall be in compensation for all of PG&E's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
10. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
11. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, PG&E acknowledges in accordance with Public Contract Code 7110, that:
 - a. PG&E recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. PG&E, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
12. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
13. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION :**
 - a. No commitment to achieve small business participation has been made under this Agreement. No commitment to achieve small business participation has been made under this Contract.

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b. No commitment to achieve disabled veteran business enterprise (DVBE) participation has been made under this Agreement.

14. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e))

15. **COMPLIANCE:** PG&E will, unless exempted, comply with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103)

16. **DRUG-FREE WORKPLACE REQUIREMENTS:** PG&E will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation and employee assistance programs; and
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) Receive a copy of the company's drug-free workplace policy statement; and
- 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and PG&E may be ineligible for award of any future State agreements. If the department determines that any of the following has occurred: the Owner has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

17. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** PG&E swears under the penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a Federal court issued against PG&E within the immediately preceding two-year period

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because of PG&E's failure to comply with an order of a Federal court, which orders PG&E to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296)

18. EXPATRIATE CORPORATIONS: PG&E shall not be an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and PG&E shall be eligible to contract with the State of California.
19. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, PG&E shall be in compliance with Public Contract Code section 10295.3.
20. CONFLICT OF INTEREST: PG&E needs to be aware of the following provisions regarding current or former state employees. If PG&E has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If PG&E violates any provisions of above paragraphs, such action by PG&E shall render this Agreement void. (Pub. Contract Code §10420)

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Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

21. **LABOR CODE/WORKERS' COMPENSATION:** PG&E is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. PG&E will comply with such provisions before commencing the performance of the work of this contract.
22. **AMERICANS WITH DISABILITIES ACT:** PG&E will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
23. **OWNER'S NAME CHANGE:** An amendment is required to change PG&E's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
24. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:** PG&E is currently qualified to do business in California.
25. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, Owner shall not be: (1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.
26. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. TERMINATION

- A. **Termination for Cause:** The Authority reserves the right to terminate this Agreement in the event of a material breach or failure of performance by PG&E, provided Authority has first given PG&E written notice of such material breach or failure to perform and PG&E has not cured any such material breach or failure to perform within thirty (30) days of PG&E's receipt of said notice; provided however, that in case of a material breach or failure to perform that is not reasonably capable of being cured within the thirty (30) day cure period, PG&E shall have additional time to cure the breach if it commences to cure the breach within such thirty (30) day cure period and diligently pursues such cure within a timeline agreed to by the Authority. All costs incurred prior to termination shall be paid to PG&E.
- B. **Termination for Convenience:** The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to PG&E if terminated for the convenience of the Authority. In the event of termination for convenience, Authority will pay PG&E all costs PG&E incurred prior to the date of termination, as well as all reasonable costs the Authority and PG&E mutually agree are necessary to effect the termination, including but not limited to demobilization costs but not including any lost profits.
- C. **Termination Issues For Subcontractors, Suppliers, and Service Providers:** PG&E shall notify any contractor and service or supply vendor providing services under this Agreement of the termination date of this Agreement. Failure to notify any contractor and service or supply vendor shall result in PG&E being liable for the termination costs incurred by any contractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to in the termination notice to PG&E.
- D. **Cost Principles Under Early Termination:** Termination settlement expenses will be reimbursed in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42 (c) dealing with initial costs is not applicable to Architectural and Engineering Agreement terminations.

2. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

PG&E certifies that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised by or paid to any Authority agency employee. For breach or violation of this warranty, the Authority shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

3. STATE PREVAILING WAGES RATES

The work called for in this contract may involve, in whole or in part, a "public work," as that term is defined in Labor Code sections 1720 et seq., and one or more employees of the contractor or of one or more of the contractor's subcontractors may perform work to which federal and state prevailing wage laws, laws concerning apprentices, and other pertinent laws may apply. It is the obligation of the contractor to determine whether these laws apply to any of the work to be done pursuant to this contract.

To the extent that any of the work done pursuant to this contract, including work done pursuant to any subcontracts, falls within the definition of "public work" as set forth in Labor Code sections 1720 et seq., and involves "workers", as that term is defined in Labor Code section 1723, the following provisions apply.

- A. The contractor shall comply with all obligations imposed on contractors by Labor Code section 1776. Any subcontracts will contain a provision requiring subcontractors to comply with all obligations imposed on subcontractors by Labor Code section 1776.
- B. The contractor agrees to comply with the provisions of Labor Code section 1775, as it exists now and as it may be amended from time to time during the duration of this Agreement.
- C. Copies of Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815. To the extent these sections describe the obligations of a contractor or subcontractor engaged in a public work, those obligations are made a part of this Agreement as though fully set forth. Any contract executed between the contractor and a subcontractor shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and shall provide that the subcontractor shall comply with the provisions of those sections.
- D. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article.

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SPECIAL TERMS AND CONDITIONS

- E. In accordance with the provisions of Section 3700 of the Labor Code, the contractor will be required to secure the payment of compensation to his employees.
- F. To the extent the contractor or any subcontractor employs apprentices or employs workers in any apprenticeable craft or trade, it shall be the responsibility of the contractor to see to it that the contractor and the subcontractors comply with Labor Code section 1777.5, as it now exists and as it may be amended from time to time during the duration of this agreement.

4. DISPUTES

Notwithstanding any dispute as set forth in Exhibit C, Paragraph 5, the Authority shall continue to make timely payments for services rendered under this Agreement that are not subject to the dispute.

5. FORCE MAJEURE

For the purposes of this Agreement only, neither Party shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by any occurrence beyond the reasonable control of the non-performing Party (a "Force Majeure Occurrence"), but only to the extent that the non-performing Party did not cause the Force Majeure Occurrence or that by exercise of due foresight such Party could not reasonably have been expected to avoid and that the Party is unable to overcome by the exercise of due diligence; provided that the non-performing Party claiming the excuse from performance:

- A. Promptly notifies the other Party of the Force Majeure Occurrence and its estimated duration;
- B. Uses reasonable efforts to mitigate the effects of the Force Majeure Occurrence; and
- C. Resumes performance as soon as reasonably practicable after the Force Majeure Occurrence ends.

A Force Majeure Occurrence includes, without limitation: (i) an act of civil or military authority, (ii) an act of God, epidemic, blockade, rebellion, war, riot, act of terrorism or civil commotion, fire, earthquake, unusually severe weather conditions, flood or inundation, power blackout or natural catastrophe, (iii) material or facility shortages or unavailability, (iv) actions or inactions of legislative, judicial, or regulatory agencies of competent jurisdiction, including without limitation, any failure to obtain, delay in obtaining, or revocation of, any permit, license or other governmental approval or clearance or the conduct of any governmental review, (v) discovery at,

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SPECIAL TERMS AND CONDITIONS

near or on the site of any archaeological, paleontological, cultural, biological or other protected resources, provided that the existence of resources was not disclosed in the Agreement, (vi) any lawsuit seeking to restrain, enjoin, challenge or delay construction of the Project or the granting or renewal of any Governmental Approval of the Project, (vii) any strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar occurrence affecting the Project.

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

6. LIMITATION OF LIABILITY

Neither Party, its contractors, subcontractors, consultants, agents, representatives, affiliates, servants, independent contractors, officers, directors, employees, successors and assigns shall be liable to the other for any consequential or indirect damages, excluding damages resulting from willful misconduct or gross negligence, including any loss of funding, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform its obligations hereunder.

7. SEVERABILITY

If any provision of this Agreement or its application is held invalid, that invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provisions, and to this end the provisions of the Agreement are severable.

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

1. FEDERAL REQUIREMENTS

PG&E understands that the Authority has received Federal funding from the Federal Rail Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. PG&E acknowledges that federal laws, regulations, policies and related administrative practices may change and that such changed requirements will apply to the Project. PG&E shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. PG&E shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FRA requirements.

2. COMPLIANCE WITH FEDERAL REQUIREMENTS

PG&E's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

3. FEDERAL LOBBYING ACTIVITIES CERTIFICATION

PG&E certifies, to the best of its knowledge and belief, that:

- A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of PG&E, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal Agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal Agreement, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, PG&E shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. PG&E also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

4. DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 2 CFR 1200. As such, PG&E is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. Department of Transportation (DOT) regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, PG&E must verify that the subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://epls.gov/>. PG&E shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

PG&E shall include a term or condition in the contract documents for each lower tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

5. SITE VISITS

PG&E agrees that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by FRA on the premises of PG&E or any of its contractors under this Agreement, PG&E shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by PG&E or its contractor.

6. SAFETY OVERSIGHT

To the extent applicable, PG&E agrees to comply with any Federal regulations, laws, or policies and other guidance that FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

7. ENVIRONMENTAL PROTECTION

The PG&E and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. **Clean Air:** PG&E agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* PG&E agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency Regional Office.
- B. **Clean Water:** PG&E agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* PG&E agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.
- C. **Energy Conservation:** PG&E agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6421 *et seq.*)

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

- D. **Agreement Not To Use Violating Facilities:** PG&E agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. PG&E shall promptly notify the Authority if PG&E or its contractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that PG&E's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. **Environmental Protection:** PG&E shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*
- F. **Incorporation of Provisions:** PG&E shall include the above provisions (1) through (6) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

8. **FLY AMERICA**

The Authority will not pay for or reimburse any of the PG&E's international travel expenses.

9. **PROPERTY, EQUIPMENT AND SUPPLIES**

No purchase of property, equipment or supplies is authorized under this Agreement.

10. **CIVIL RIGHTS**

The following requirements apply to this Agreement:

- A. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended; 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990; 42 U.S.C. § 12132; and 49 U.S.C. § 306, the PG&E agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, PG&E agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.
- B. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

- i. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, PG&E agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” including 41 C.F.R. 60 *et seq.* (which implements Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. PG&E agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, PG&E agrees to comply with any implementing requirements FRA may issue.
- ii. Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, PG&E agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, PG&E agrees to comply with any implementing requirements FRA may issue.
- iii. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, PG&E agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, PG&E also agrees that it will comply with the requirements of U.S. Department of Transportation, “Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, PG&E agrees to comply with any implementing requirements FRA may issue.

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

PG&E also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3, 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, PG&E agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

PG&E also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

11. ARRA FUNDED PROJECT

To the extent that funding for this Agreement has been provided through the America Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5 PG&E, including its contractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the Agreement if PG&E or its contractor fails to comply with the reporting and operational requirements contained herein. Further, PG&E agrees in accordance with ARRA, Section 1604, that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

12. ENFORCEABILITY

PG&E agrees that if PG&E or one of its contractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

13. LABOR PROVISIONS/LABOR PROTECTIVE ARRANGEMENTS

No work under this Agreement will be performed in a Railroad right of way.

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

14. WAGE RATE REQUIREMENTS

The PG&E will comply with the provisions of 40 U.S.C. 3141 *et seq.* The PG&E will also comply with the Copeland “Anti-Kickback” Act provisions of 18 U.S.C. § 874 and 29 C.F.R. Part 3.

- A. If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid.
- B. Wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. 151. *et seq.*) are deemed to comply with Davis-Bacon Act requirements.
- C. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.
- D. If requested by the Authority, PG&E must submit, with each invoice, a certified copy of payroll for compliance verification or other substantiating documentation.

15. INSPECTION OF RECORDS

To the extent that funding for this Agreement has been provided through ARRA, in accordance with ARRA Sections 902, 1514 and 1515, PG&E agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:

- A. Examine any records that directly pertain to, and involve transactions relating to, this Agreement; and
- B. Interview any officer or employee of PG&E or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

PG&E shall include this provision in all of PG&E’s agreements with its contractors from whom PG&E acquires goods or services in its execution of the ARRA funded work.

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

16. WHISTLEBLOWER PROTECTION

PG&E agrees that both it and its contractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal PG&Es, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

- A. Gross mismanagement of a contract relating to ARRA funds;
- B. A gross waste of ARRA funds;
- C. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
- D. An abuse of authority related to implementation or use of ARRA funds; or
- E. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

PG&E agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

17. FRAUD AND FALSE STATEMENTS AND RELATED ACTS

- A. PG&E acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. 13), as amended, 31 U.S.C. § 3801 et seq., and US DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of the underlying Contract, PG&E certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FRA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, PG&E further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on PG&E to the extent the Federal Government deems appropriate.

EXHIBIT E
FEDERAL TERMS AND CONDITIONS

- B. PG&E also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FRA, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on PG&E, to the extent the Federal Government deems appropriate.
- C. PG&E agrees to include the above two paragraphs in each subcontract financed in whole or in part with federal assistance provided by FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- D. PG&E agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

18. REPORTING REQUIREMENTS

Under this Agreement, PG&E may perform work on projects funded in whole or in part with American Recovery and Reinvestment Act, 2009 (ARRA) funds. Accordingly, to the extent that funding is provided by ARRA, pursuant to ARRA requirements, PG&E and all of PG&E's contractors will cooperate with the Authority in meeting all of its reporting requirements under ARRA. PG&E shall provide all information required to meet such reporting requirements in a timely fashion.

**ATTACHMENT 1
RATE SHEET**

High Speed Rail
Rate Sheet
Fully Burdened Rate (Includes Overhead)

Position Title	Fully Burdened Rate	
	Minimum	Maximum
Power System Engineer		
Land Agent-Right of Way		
GIS Engineer		
Substation Engineer		
Land Surveyor		
Engineering Planner		
Tariff Analyst		
Protection Engineer		
Land Agent		
Contract Management		
Project Manager		
Substation Project Manager		
Electric T-Line Engineer		
Substation Engineer/Design		
Land Planner		
Environmental Field Specialist		
Electric T-Line Engineer		
Power Quality Engineer		
Substation Engineering		
Project Analyst		
Interconnection Manager		
Transmission Line Project Manager		

**ATTACHMENT 2
INVOICE TEMPLATE**

**INVOICE
Name of Company**

California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814

Attn:

Invoice Date:
Invoice No.:

Project No:
Contract No:

For professional services and technical services rendered in connection with the California High-Speed Rail Authority and PG&E Inter Connection.

Period of Performance:

Current Authorization Value	\$-
Current Invoice	
Services Rendered through (Service Period)	\$- _____
Total Charges & Expenses for current Period	\$-
Out Standing Pervious Charges	\$-
Total Amount Due	\$-
Current Authorization Remaining	\$-

(Name/Title of person authorized to sign invoice)

Please Remit Payment to:

**Attachment 2
 Invoice Template**

EMPLOYEE/VENDOR

<u>EXPENDITURE TYPE</u>	<u>TRANSACTION DATE</u>	<u>TASK NUMBER</u>	<u>AMOUNT</u>
-----------------------------	-----------------------------	------------------------	---------------

	SUB-TOTAL TASK XXXXX	<u>\$0.00</u>
--	-----------------------------	---------------

	SUB-TOTAL TASK XXXXX	<u>\$0.00</u>
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	SUB-TOTAL TASK XXXXX	<u>\$0.00</u>
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	SUB-TOTAL TASK XXXXX	<u>\$0.00</u>
--	-----------------------------	---------------

	TOTAL OTHER DIRECT COSTS	<u><u>\$0.00</u></u>
--	---------------------------------	----------------------

TASK	DATE	EMPLOYEE CLASSIFICATION (JOB TITLE)	RATE	HOURS	CURRENT INVOICE	PREVIOUSLY BILLED	TOTAL TO DATE	BUDGET	BUDGET REMAINING	% BUDGET EXPENDED
	4/30/2014	Project Manager	\$ -	0	\$ -	\$ -	\$ -			0.0%
	4/30/2014	Project Controls	\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -	\$ 400,000.00	\$ 400,000.00	0.00%
TASK 4.1										
	4/30/2014	Project Manager	\$ -	0	\$ -	\$ -	\$ -			0.0%
	4/30/2014	Project Controls	\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -	\$ 80,000.00	\$ 80,000.00	0.00%
TASK 4.2										
	4/30/2014	Project Manager	\$ -	0	\$ -	\$ -	\$ -			0.0%
	4/30/2014	Project Controls	\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 60,000.00	0.00%
TASK 4.3										
	4/30/2014	Project Manager	\$ -	0	\$ -	\$ -	\$ -			0.0%
	4/30/2014	Project Controls	\$ -	0	\$ -	\$ -	\$ -			0.0%

TASK	DATE	EMPLOYEE CLASSIFICATION (JOB TITLE)	RATE	HOURS	CURRENT INVOICE	PREVIOUSLY BILLED	TOTAL TO DATE	BUDGET	BUDGET REMAINING	% BUDGET EXPENDED
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
				0	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 60,000.00	0.00%
TASK 4.4										
	4/30/2014	Project Manager	\$ -	0	\$ -	\$ -	\$ -			0.0%
	4/30/2014	Project Controls	\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
				0	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	0.00%
Sunk Cost										
	4/30/2014	Project Manager	\$ -	0	\$ -	\$ -	\$ -			0.0%
	4/30/2014	Project Controls	\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
			\$ -	0	\$ -	\$ -	\$ -			0.0%
				0	\$ -	\$ -	\$ -	\$ 248,148.46	\$ 248,148.46	0.00%
				0	\$ -	\$ -	\$ -	\$ 1,748,148.46	\$ 1,748,148.46	0.0%

Attachment 3

**STANDARD FORM AGREEMENT
HSR14-37a1**

July 16, 2015

SENT VIA EMAIL & US MAIL

BOARD MEMBERS

Dan Richard
CHAIR

Thomas Richards
VICE CHAIR

Thea Selby
VICE CHAIR

Lou Correa

Daniel Curtin

**Katherine
Perez-Estolano**

Michael Rossi

Lynn Schenk

Jeff Morales
CHIEF EXECUTIVE OFFICER

[REDACTED] Project Manager
Pacific Gas & Electric Company
245 Market Street, N14L
San Francisco, CA 94105

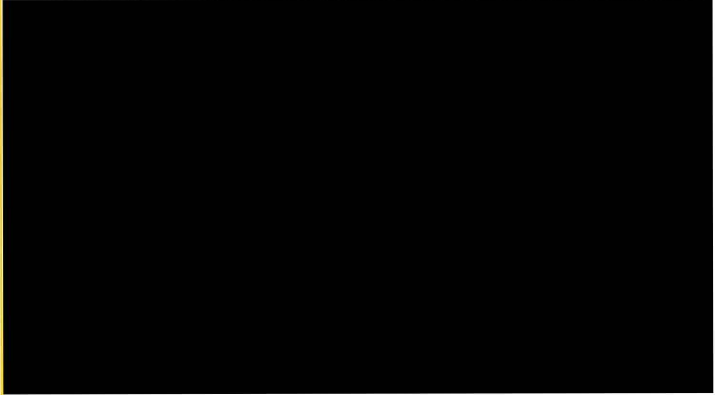
RE: Contract No. HSR14-37 Amendment 1

Dear [REDACTED]

Enclosed you will find a copy of the executed contract agreement with the California High-Speed Rail Authority (Authority).

You are not authorized to commence work until you have been notified by the State's designated Contract Manager to begin work. The Contract Manager is not authorized to approve payment for any work or services performed prior to contract execution nor is the Contract Manager authorized to change the terms of the contract without an executed amendment.

The Authority looks forward to working with your firm, if you have any questions or concerns regarding the agreement, please don't hesitate to contact the Contract Manager, [REDACTED] at [REDACTED]



Enclosure

cc: [REDACTED]

EDMUND G. BROWN JR.
GOVERNOR



**STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 14 Pages

AGREEMENT NUMBER HSR14-37	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
California High-Speed Rail Authority
CONTRACTOR'S NAME
Pacific Gas and Electric Company
- The term of this Agreement is September 30, 2014 through September 30, 2017
- The maximum amount of this Agreement after this amendment is: \$4,986,355.72
Four Million Nine Hundred and Eighty-Six Thousand, Three Hundred and Fifty-Five Dollars and Seventy-Two Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to add four (4) interconnection sites for analysis and a corresponding increase to the budget for those additional sites and allow PG&E to utilize subcontractors. This amendment also amends Exhibit A, Exhibit B, Exhibit B Budget Sheet, Exhibit D, and Attachment 1.

A. On the STD 213A, Line 3, the Maximum Amount of this Agreement is increased by \$1,730,879.19 from \$3,255,476.53 to a total of \$4,986,355.72 (Four Million Nine Hundred and Eighty-Six Thousand, Three Hundred and Fifty-Five Dollars and Seventy-Two Cents).

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> Pacific Gas and Electric Company		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> July 7, 2015	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Patrick Hogan, Vice President Electric Operations Asset Management		
<small>ADDRESS</small> 245 Market Street, N10A, San Francisco, CA 94105		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> California High-Speed Rail Authority		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 7-16-15	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Jeff Morales, Chief Executive Officer		
<small>ADDRESS</small> 770 L Street, Suite 620 MS 1, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per:SCM Vol 1, §11.00

Amendment 1

A. In Exhibit A, Section 2, WORK PLAN, the following cells are added to the table:

Site No.	Site Name	Section
4	Gilroy	San Jose to Gilroy
5	O'Neill	Gilroy to Merced (Wye)
6	El Nido	Merced (Wye)
7	Merced	Merced (Wye)

B. Exhibit A, Section 2.1.3, LAND AND DOCUMENT PREPARATION, the following language is deleted:

PG&E will not secure, nor is any budget allocated to, securing any contractors for the land studies scope under this Agreement.

C. Exhibit A, Add Section 2.1.5, PG&E PRELIMINARY DESIGN DATA

2.1.5. PG&E PRELIMINARY DESIGN DATA

The Authority may require preliminary design data and property visitations for one or more interconnection sites and associated facilities for inclusion into the High-Speed Rail's applicable environmental document(s). PG&E, at the request of the Authority, will meet with the Authority to discuss any preliminary design data required and promptly supply the Authority with the preliminary interconnection data and line routing information needed. The preliminary design data shall, at a minimum, include maps and coordinates of the expansion areas needed for new or upgraded service facilities, line routes, easement widths, and a preliminary project description depicting the anticipated or assumed scope of work and structures needed to support the interconnection facilities. If available, PG&E will provide information about the type of existing and/or recommended pole material, pole heights, foundation depth, conductor size, known access routes, pull sites, laydown yards, and supplemental data or information needed to determine the footprint of the interconnection facilities.

PG&E, at the request of the Authority, will grant access to land owned and utilized by PG&E for the purposes of site visits, monitoring and, if needed and agreed to by PG&E, invasive activities required for environmental assessments and surveys necessary to obtain permits and/or conduct pre-construction activities for the interconnection facilities and facility upgrades. The Authority and PG&E will agree upon the reasonable terms of access and the appropriate PG&E representative(s) will be in attendance during the Authority's site visits.

Amendment 1

D. Exhibit A, Section 2.2, SCHEDULE, replace entire Section with:

2.2 SCHEDULE

Sites 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

The Authority and PG&E agree to use best efforts to develop and pursue a project schedule that meets the HSR's operation date(s), as detailed in the 2014 business plan. The project schedule will be developed using agreed-upon software and presented in a format agreed-upon by both the Authority and PG&E. As described in Section 4.1, the project schedule will be updated periodically based on the most current progress and project information.

E. Exhibit A, Section 3, TASK DELIVERABLES, cell in row 2, column 2 of the table should be changed to the following:

The Authority will provide PG&E the pertinent data from the traction power simulations studies to re-run and revise the technical studies for sites 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, as requested by the Authority.

F. Exhibit A, Section 3, TASK DELIVERABLES, add to the following cells to the bottom of the table:

Authority's request for preliminary interconnection facility data from PG&E (2.1.5)	The Authority will request from PG&E, available preliminary interconnection facility data needed for the Authority's applicable Environmental documents.	Authority
Preliminary Design Data Meeting (2.1.5)	The Authority and PG&E will meet to discuss the Authority's preliminary data request including timeframes for delivery and the data's applicability to the Authority Environmental documents.	Authority/ PG&E
PG&E to provide the Authority with available preliminary data (2.1.5)	PG&E shall provide the requested and available preliminary data to the Authority.	PG&E

G. Exhibit A, Section 4.1, PROGRESS MEETINGS, replace entire Section with:

"Progress meetings will be hosted on a bi-weekly basis by the Authority or PG&E, either in person, via conference call, webinar or other suitable manner as required. The purpose of these meetings will be to review progress of work under this Agreement, to set, maintain, and

Amendment 1

refine schedules to review, refine and control budgets. Where review and/or coordination is required for completion of a specific deliverable, the parties will agree to reasonable turn-around times for either party's review of the other's work so as to comply with the Authority's 2014 Business Plan, or subsequent editions, schedule as best as possible."

H. Exhibit A, Add Section 4.4, PROJECT REPRESENTATIVES

4.4 PROJECT REPRESENTATIVE

All inquiries during the term of this Agreement will be directed to the project representatives identified below:

AUTHORITY	HSR Rail Develivery Partner	PG&E
[Redacted]		

Project representatives may be changed through written notice.

I. Exhibit B, Section A of COMPENSATION, INVOICING AND PAYMENT, make the following changes:

The not exceed amount is changed from \$3,255,476.53 to \$4,986,355.72.

J. Exhibit B, Section D of COMPENSATION, INVOICING AND PAYMENT, append the Section D with:

"and shall include subcontractor awardees and vendors invoices. In addition to requirements listed above, subcontractor invoices shall also include indication of whether a subcontractor or vendor is a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise."

K. Exhibit B, Section G of COMPENSATION, INVOICING AND PAYMENT, replace the name

[Redacted]

L. Exhibit D, Add Section 8:

Amendment 1

8. SUBCONTRACTS

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any subcontractors, and no subcontract shall relieve the Contractor of his or her responsibilities and obligations under this Agreement. The Contractor agrees to be as fully responsible to the Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Contractor. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.
- B. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted without written authorization by the Authority's Contract Manager, except that which is expressly identified in the Rate Sheet, Attachment 2 .
- C. Unless specifically noted otherwise, any sub-agreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.
- M. Exhibit B - Budget Sheet Attachments will be replaced in its entirety with the attached Exhibit B – Budget Sheet Attachments.
- N. Attachment 1 will be replaced in its entirety with the attached Attachment 1.

**ATTACHMENT 1
Budget and Rate Sheet**

High-Speed Rail
Rate Sheet
Fully Burdened Rate (Includes Overhead)

Overheads % Factor = 1.18
7.5% Minimum/Maximum Factor = .075

PCC Number	Position Title	Fully Burdened Rate	
		Minimum	Maximum
10459	Manager Strategy & Technical Planning		
10483	Power System Engineer		
11926	Land Agent-Right of Way		
11928	GIS Engineer		
14176	Substation Engineer		
12579	Land Surveyor		
12661	Engineering Planner		
15342	Tariff Analyst		
12960	Protection Engineer		
12982	Land Agent		
14179	Contract Management Project Manager		
14811	Substation Project Manager		
14116	Electric T-Line Engineer		
15022	Substation Engineer/Design		
15160	Land Planner		
15164	Environmental Field Specialist		
15211	Electric T-Line Engineer		
15309	Power Quality Engineer		
15322	Substation Engineering Project Analyst		
12630	Interconnection Manager		
14815	Transmission Line Project Manager		
15355	Management Services		

ATTACHMENT 1
Budget and Rate Sheet

11929	Environmental Planning & Permitting		
10448	Law		
12246	Government Relations		
14534	Customer Impact		
14651	Governement Relations		
14893	Account Services		
15347	Transmission Planning Engineer		

EXHIBIT B
BUDGET SHEET ATTACHMENTS

2.1.1 Technical Reviews Sites 4-13

GROUP	PCC	SAP Labor Rate	MONTH	1	2	3	4	5	6	7	8	9	10	11	12	Total		
Project Controls	14811		Labor Days															
			Labor Costs															
			Contract															
			Other															
			Subtotal															
Electric Planning	12661		Labor Days															
			Labor Costs															
			Contract															
			Other															
			Subtotal															
Environmental Planning and permitting	15160		Labor Days															
			Labor Costs															
			Contract															
			Other															
			Subtotal															
Engineering & Design Substation	15022		Labor Days															
			Labor Costs															
			Contract															
			Other															
			Subtotal															
Government Relations	14651		Labor Days															
			Labor Costs															
			Contract															
			Other															
			Subtotal															
Customer Impact	14534		Labor Days															
			Labor Costs															
			Contract															
			Other															
			Subtotal															
Account Services	14893		Labor Days															
			Labor Costs															
			Contract															
			Other															
			Subtotal															
Management Services	15355		Labor Days															
			Labor Costs															
			Contract															
			Other															
			Subtotal															
Project Management	14811		Labor Days															
			Labor Costs															
			Contract															
			Other															
			Subtotal															
TOTAL				46063.80	48688.66	46063.80	47688.66	47063.80	47688.66	46063.80	48688.66	48527.64	50152.50	49527.64	50152.50	576370.12		

**EXHIBIT B
BUDGET SHEET ATTACHMENTS**

CALIFORNIA HIGH-SPEED RAIL AUTHORITY
PACIFIC GAS AND ELECTRIC COMPANY
HSR 14-37-1
PAGE 2 OF 8

2.1.2 Single Phase & Regenerative Braking Studies - Sites 4-13

GROUP	PCC	SAP Labor Rate	MONTH	1	2	3	4	5	6	7	8	9	10	11	12		
Project Controls	14811		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Electric Planning	12661		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
System Protection	12960		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Power Quality	15309		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Operations	10483		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Management Services	15355		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Project Management	14811		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
TOTAL				67043.16	67043.16	66418.30	67043.16	67043.16	66418.30	67043.16	67043.16	68882.14	69507.00	69507.00	68882.14	811873.84	

**EXHIBIT B
BUDGET SHEET ATTACHMENTS**

2.1.5 Preliminary Design Data Sites 4-7

GROUP	PCC	SAP Labor Rate	MONTH	1	2	3	4	5	6	7	8	9	10	11	12		
Project Controls	14811		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Electric Planning	12661		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Environmental Planning and permitting	15160		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Engineering & Design Substation	15022		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Engineering & Design T/L	15211		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Customer Impact	14534		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Account Services	14893		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Management Services	15355		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Project Management	14811		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
TOTAL				44686.64	42222.80	42860.00	42222.80	44686.64	40396.16	44686.64	42222.80	42860.00	42222.80	44686.64	41860.00	515613.92	

Total

**EXHIBIT B
BUDGET SHEET ATTACHMENTS**

4.2 Technical Meetings

GROUP	PCC	SAP Labor Rate	MONTH	1	2	3	4	5	6	7	8	9	10	11	12		
Project Controls	14811		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Electric Planning	12661		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Environmental Planning and permitting	15160		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Engineering & Design Substation	15022		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Management Services	15355		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
Project Management	14811		Labor Days														
			Labor Costs														
			Contract														
			Other														
			Subtotal														
TOTAL				24700.22	22236.38	24700.22	22236.38	24700.22	22236.38	24700.22	22236.38	24700.22	24700.22	24700.22	24700.22	286547.28	

Total

Attachment 4

**STANDARD FORM AGREEMENT
HSR14-37a2**



November 30, 2016

BOARD MEMBERS

Dan Richard
CHAIR

Thomas Richards
VICE CHAIR

Thea Selby
VICE CHAIR

Lou Correa

Daniel Curtin

**Katherine
Perez-Estolano**

Michael Rossi

Lynn Schenk

Jeff Morales
CHIEF EXECUTIVE OFFICER

Patrick Hogan, Project Manager
Pacific Gas & Electric Company
245 Market Street, N10A
San Francisco, CA 94105

Dear Mr. Hogan:

Enclosed is Agreement HSR14-37 Amendment 2 with the California High-Speed Rail Authority. The original and all copies of the agreement must be individually signed and dated in blue ink where indicated in the lower left hand corner above the name of the Contractor.



Standard Agreement Amendment (STD 213A). Sign the first page of the standard agreement package (STD 213A) and the additional two STD 213A enclosed (1 copy), and return for further processing.

All copies of the signed agreement must be returned to this office no later than *Thursday December 8, 2016.*

The Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. Services should not be extended prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval.


A copy of the fully approved agreement will be returned to you. If you do not receive your copy of the approved contract or if you have any questions, please call this office or the Contract Manager.

EDMUND G. BROWN JR.
GOVERNOR



Thank you for your expeditious handling of this agreement. Please return all documents to my attention.

Sincerely,

A handwritten signature in blue ink, consisting of several loops and a trailing flourish.

Enclosures: (3) STD 213A Standard Agreement Amendment

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 15 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
HSR 14-37	2
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

California High-Speed Rail Authority

CONTRACTOR'S NAME

Pacific Gas and Electric Company

2. The term of this

Agreement is September 30, 2014 through September 30, 2017

3. The maximum amount of this \$4,986,355.72 Four Million Nine Hundred Eighty-Six Thousand Three
Agreement after this amendment is: Hundred Fifty-Five Dollars and Seventy-Two Cents

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

- Exhibit B, Funding Requirements, Section D is replaced in its entirety and shall read as attached hereto.
- Exhibit B, Compensation, Invoicing and Payment, will add new Sections E and F, and shall read as attached hereto and recognize previous Sections E, F, G, H to G, H, I, J, accordingly.
- Attachment 1 – Rate Sheet is replaced in its entirety and is attached hereto.
- Attachment 2 – Invoice Template is replaced in its entirety and is attached hereto.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
Pacific Gas and Electric Company		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12-5-16	
PRINTED NAME AND TITLE OF PERSON SIGNING Greg Gabbard, Senior Manager, Transmission Operations		
ADDRESS 245 Market Street, N10A, San Francisco, CA 94105		
STATE OF CALIFORNIA		
AGENCY NAME		<input checked="" type="checkbox"/> Exempt per: SCM Vol 1, §11.00
California High-Speed Rail Authority		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12-21-16	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Morales, Chief Executive Officer		
ADDRESS 770 L Street, Suite 620 MS 1, Sacramento, CA 95814		

Amendment 2

1. In Exhibit B, Section D of FUNDING REQUIREMENTS, replace entire section with:

“If at any time Authority becomes aware that funding will not be available, or has reasonable grounds for believing that funding may not be available to pay PG&E for work being performed by PG&E under this Agreement, or if the State Controller’s Office will not honor an invoice due to a change in PG&E rates as contemplated below under ‘Compensation, Invoicing and Payment’ Paragraph F, the Authority shall promptly notify PG&E in writing of the circumstances (Inadequate Funding Notice). Upon receipt of the Inadequate Funding Notice, PG&E may suspend its performance under the Agreement until Authority provides PG&E reasonable assurances that the funding deficiency has been resolved (which, in the case of the rate change issue, may necessitate a contract amendment, notwithstanding the presumption to the contrary in such Paragraph F).”

2. In Exhibit B, add new Section E to COMPENSATION, INVOICING, AND PAYMENT:

“Invoices shall include the Agreement Number, actual hours worked (by activity), actual direct labor costs (by element), direct non-labor costs, and overhead allocations, and be on company letterhead, including address and contact information, addressed to the Authority’s Financial Operations Section. As used herein, the term “activity” shall refer to the activities set forth in Attachment 1. The activities and the “not to exceed” billing rates and the overheads are set forth in Attachment 1. The following usual indirect and overhead charges attributable to the PG&E work hereunder will be 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 PG&E’s work hereunder 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 Agreement, and may follow PG&E’s own guidelines as to the amounts reimbursable to employees and documentation required therewith. Documentation to support PG&E’s invoices should be retained by PG&E and will be available if requested by Authority as described in Exhibit C

Amendment 2

Section 4 of this Agreement. The form of the invoice is attached as Attachment 2, and may be changed without an amendment to this Agreement.”

3. In Exhibit B, add new Section F of COMPENSATION, INVOICING, AND PAYMENT:

“During the term of this Agreement, activities, overhead allocations, and rates listed in Attachment 1 may be changed without an amendment to this Agreement. Any increase in the “not to exceed” rate of an activity or overhead allocation listed on Attachment 1 must be in writing; on PG&E’s letterhead; and identify the activity or overhead allocation, rate change, and reason for the rate or overhead allocation change. PG&E will make reasonable efforts to provide Authority with rate changes prior to the effective date of said change or as soon as reasonably possible thereafter. PG&E may apply a new rate to work performed by PG&E prior to notifying Authority of the new rate, provided that the new rates are provided to the Authority prior to receipt of any invoice for such work and the new rate does not exceed the “not to exceed” rate in Attachment 1 by more than 10% per year since the effective date of Attachment 1 (the date of this Agreement or the date PG&E provided an updated Attachment 1 as provided herein, as the case may be).”

COST ELEMENT DESCRIPTION	RATE NOT TO EXCEED	QUANTITY	UNITS	INVOICE SUMMARY CALL OUT	NOTES
OVERHEAD COSTS / NOT TO EXCEED					
Estimating				Engineering	Applied to all contract and construction costs
Mapping				Engineering	Applied to all contract and construction costs
Service Planning				Engineering	Applied to all contract and construction costs
A&G				Overhead	Applied to all project direct labor costs
AFUDC				Overhead	Applied to all project costs when the project is anticipated to have 30 plus days of construction
Benefits				Overhead	Applied to all project direct labor costs
Building Services				Overhead	Applied to all project direct labor costs
Employee Benefits (Pension, PBOP's, LTD)				Overhead	Applied to all project direct labor costs
Fleet				Overhead	Applied to all project direct labor costs
Indirect Labor				Overhead	Applied to all project direct labor costs
Insurance and Casualty				Overhead	Applied to all project direct labor costs
IT Device Services				Overhead	Applied to all project direct labor costs
Material Burden				Overhead	Applied to all material costs
Minor Materials				Overhead	Applied to all material costs
Operational Management & Support				Overhead	Applied to all project direct labor costs
Paid Time Off				Overhead	Applied to all project direct labor costs
Payroll Taxes				Overhead	Applied to all project direct labor costs
HOURLY LABOR RATE / NOT TO EXCEED					
Account Services		1	HRS	Engineering	
Account Services DT		1	HRS	Engineering	
Account Services OT		1	HRS	Engineering	
Administration		1	HRS	Engineering	
Administrative Services - DT		1	HRS	Engineering	
Administrative Services - OT		1	HRS	Engineering	
Analyst Services		1	HRS	Engineering	
Analyst Services DT		1	HRS	Engineering	
Analyst Services OT		1	HRS	Engineering	
Build, Develop & Enhance		1	HRS	Engineering	
Build, Develop & Enhance - DT		1	HRS	Engineering	
Build, Develop & Enhance - OT		1	HRS	Engineering	
Civil Construction		1	HRS	Construction	
Civil Construction DT		1	HRS	Construction	
Civil Construction OT		1	HRS	Construction	
Civil Design Standard Time		1	HRS	Engineering	
Civil Design DT		1	HRS	Engineering	
Civil Design OT		1	HRS	Engineering	
Civil Eng Standard Time		1	HRS	Engineering	
Civil Eng DT		1	HRS	Engineering	
Civil Eng OT		1	HRS	Engineering	
Community Relations Services		1	HRS	Engineering	
Construction		1	HRS	Construction	
Construction DT Services		1	HRS	Construction	
Construction OT Services		1	HRS	Construction	
Consulting Services		1	HRS	Engineering	
Corrosion DT		1	HRS	Engineering	
Corrosion OT		1	HRS	Engineering	
Corrosion Service		1	HRS	Engineering	
Design Drafting Services		1	HRS	Engineering	
Design Drafting Services OT		1	HRS	Engineering	
Electric Estimating		1	HRS	Engineering	
Electric Estimating DT		1	HRS	Engineering	
Electric Estimating OT		1	HRS	Engineering	
Engineering Services		1	HRS	Engineering	
Engineering Services - DT		1	HRS	Engineering	
Engineering Services - OT		1	HRS	Engineering	
Engineering/Mapping		1	HRS	Engineering	
Engineering/Mapping DT		1	HRS	Engineering	
Engineering/Mapping OT		1	HRS	Engineering	
Environmental Planning & Permitting-Misc		1	HRS	Engineering	

Pacific Gas & Electric HSR 14-37-2
Attachment 1
PG&E 2016 Rate Sheet

12/8/2015

Environ Plan & Permit DT	1	HRS	Engineering	
Environ Plan & Permit OT	1	HRS	Engineering	
Environmental Services	1	HRS	Engineering	
Environmental Services - DT	1	HRS	Engineering	
Environmental Services - OT	1	HRS	Engineering	
Estimating Services	1	HRS	Engineering	
Estimating DT	1	HRS	Engineering	
Estimating OT	1	HRS	Engineering	
Field Services	1	HRS	Engineering	
Field Services DT	1	HRS	Engineering	
Field Services OT	1	HRS	Engineering	
Gas Estimating	1	HRS	Engineering	
Gas Estimating DT	1	HRS	Engineering	
Gas Estimating OT	1	HRS	Engineering	
GIS Services	1	HRS	Engineering	
GIS Services DT	1	HRS	Engineering	
GIS Services OT	1	HRS	Engineering	
Inspection Services	1	HRS	Construction	
Inspection Services DT	1	HRS	Construction	
Inspection Services OT	1	HRS	Construction	
Land Rights - Misc	1	HRS	Engineering	
Land Rights DT	1	HRS	Engineering	
Land Rights OT	1	HRS	Engineering	
Land Surveying & Engineering Supprt-Misc	1	HRS	Engineering	
Legal Services	1	HRS	Engineering	
Line Design Standard Time	1	HRS	Engineering	
Line Design DT	1	HRS	Engineering	
Line Design OT	1	HRS	Engineering	
Line Services Standard Time	1	HRS	Engineering	
Line Services DT	1	HRS	Engineering	
Line Services OT	1	HRS	Engineering	
Maintain & Operate Svcs	1	HRS	Engineering	
Maintain & Operate Svcs DT	1	HRS	Engineering	
Maintain & Operate Svcs OT	1	HRS	Engineering	
Maintenance Services	1	HRS	Engineering	
Maintenance Services DT	1	HRS	Engineering	
Maintenance Services OT	1	HRS	Engineering	
Manage L&EM	1	HRS	Engineering	
Manage L&EM DT	1	HRS	Engineering	
Manage L&EM OT	1	HRS	Engineering	
Management Services	1	HRS	Engineering	
Management Services - DT	1	HRS	Engineering	
Management Services - OT	1	HRS	Engineering	
Mapping Services	1	HRS	Engineering	
Mapping Services DT	1	HRS	Engineering	
Mapping Services OT	1	HRS	Engineering	
Operating Services	1	HRS	Engineering	
Operating Services OT	1	HRS	Engineering	
Planning Services	1	HRS	Engineering	
Planning Services DT	1	HRS	Engineering	
Planning Services OT	1	HRS	Engineering	
Project Management Services	1	HRS	Engineering	
Project Management DT	1	HRS	Engineering	
Project Management OT	1	HRS	Engineering	
Records Management	1	HRS	Engineering	
SCADA Services	1	HRS	Engineering	
SCADA-DT	1	HRS	Engineering	
SCADA-OT	1	HRS	Engineering	
Substation Design Standard Time	1	HRS	Engineering	
Substation Design DT	1	HRS	Engineering	
Substation Design OT	1	HRS	Engineering	
Substation Eng Standard Time	1	HRS	Engineering	
Substation Eng DT	1	HRS	Engineering	

2

Pacific Gas & Electric HSR 14-37-2
 Attachment 1
 PG&E 2016 Rate Sheet

12/8/2016

Substation Eng OT	1	HRS	Engineering	
System Protection DT	1	HRS	Engineering	
System Protection OT	1	HRS	Engineering	
System Protection Straight Time	1	HRS	Engineering	
Technical Services	1	HRS	Engineering	
Technical Services-Transmission	1	HRS	Engineering	
Technical Svcs DT	1	HRS	Engineering	
Technical Svcs OT	1	HRS	Engineering	
Telecom M&C Svcs DT	1	HRS	Engineering	
Telecom M&C Svcs OT	1	HRS	Engineering	
Telecom M&C Svcs	1	HRS	Engineering	
Testing	1	HRS	Engineering	
Testing DT	1	HRS	Engineering	
Testing OT	1	HRS	Engineering	
Vegetation Mgmt Misc DT	1	HRS	Engineering	
Vegetation Mgmt Misc OT	1	HRS	Engineering	
Vegetation Management - Misc	1	HRS	Engineering	

3

INVOICE
Pacific Gas and Electric

California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814

Invoice Date: XXXX
Invoice- No [REDACTED] :

Attn: Shareena Ali

Project No: 9717187
Contract No: HSR 14-37-2

For professional services and technical services rendered in connection with the
California High Speed Rail - Electric Power Delivery
Period of Performance: January 1 to January 31, 2016

Current Authorization Value \$ 4,986,355.72

Current Invoice

Services Rendered from December 1 to December 31, 2015 \$ [REDACTED]
\$ [REDACTED]

Outstanding Previous Charges

HSR Invoice No. [REDACTED] (Services Rendered from November 1 to November 30, 2015) \$ [REDACTED]
\$ [REDACTED]

Total Amount Due \$ [REDACTED]

Current Authorization Remaining * \$ [REDACTED]

* Current Remaining Authorization amount includes the charges of \$ [REDACTED] for Invoices Nos [REDACTED] through [REDACTED] that HSRA has paid to PG&E

[REDACTED], Principal Project Manager, Electric Transmission Line Project Management & Engineering

Please Remit Payment to :
Pacific Gas and Electric
Physical Address: [REDACTED]
[REDACTED]

Or -

ACH Payment Remittance Enrollment Details:

Federal Tax Identification Number: [REDACTED]

Bank Name: [REDACTED]

Branch: [REDACTED]

SWIFT: [REDACTED]

ABA: [REDACTED]

Bank Address: [REDACTED]

Bank Telephone: [REDACTED]

Account Name: [REDACTED]

Account Number: [REDACTED]

Account Type: [REDACTED]

Vendor Number: [REDACTED]

Cage/NCage Code: [REDACTED]

DUNS Number: [REDACTED]

OTHER DIRECT COSTS (ODC Detail) FOR PERIOD:

Invoice No.: XXXX

January 1 to January 31, 2016

EMPLOYEE/VENDOR	EXPENDITURE TYPE	TRANSACTION DATE	TASK NUMBER	AMOUNT
Employee	Labor	██ to ██	Task 2.1.1	\$ █
Exponent	Contractual	██ to ██	Task 2.1.1	\$ █
Resources Global Professionals	Contractual	██ to ██	Task 2.1.1	\$ █
SUB-TOTAL TASK 2.1.1				\$ █
Employee	Labor	██ to ██	Task 2.1.3	\$ █
Exponent	Contractual	██ to ██	Task 2.1.3	\$ █
Resources Global Professionals	Contractual	██ to ██	Task 2.1.3	\$ █
SUB-TOTAL TASK 2.1.3				\$ █
Employee	Labor	██ to ██	Task 2.1.4	\$ █
Exponent	Contractual	██ to ██	Task 2.1.4	\$ █
Resources Global Professionals	Contractual	██ to ██	Task 2.1.4	\$ █
Burns and McDonald	Contractual	██ to ██	Task 2.1.4	\$ █
SUB-TOTAL TASK 2.1.4				\$ █
Employee	Labor	██ to ██	Task 4.1	\$ █
Exponent	Contractual	██ to ██	Task 4.1	\$ █
Resources Global Professionals	Contractual	██ to ██	Task 4.1	\$ █
SUB-TOTAL TASK 4.1				\$ █
Employee	Labor	██ to ██	Task 4.2	\$ █
Exponent	Contractual	██ to ██	Task 4.2	\$ █
Resources Global Professionals	Contractual	██ to ██	Task 4.2	\$ █
SUB-TOTAL TASK 4.2				\$ █
Employee	Labor	██ to ██	Task 4.3	\$ █
Exponent	Contractual	██ to ██	Task 4.3	\$ █
Resources Global Professionals	Contractual	██ to ██	Task 4.3	\$ █
SUB-TOTAL TASK 4.3				\$ █
Employee Benefits & Corporate Overheads				\$ █
Overhead Allocations (AFUDC, A&G, Material Burden)				\$ █
SUB-TOTAL				\$ █
TOTAL OTHER DIRECT COSTS				\$ █

Pacific Gas and Electric
 CALIFORNIA HIGH SPEED RAIL PROGRAM MANAGEMENT
 CONTRACT NO.: HSR 14-37-2
 (COMPANY AGREEMENT NO): HSR 14-37-2

INVOICE SUMMARY
 INVOICE NO.: XXXX
 INVOICE PERIOD: January 1 to January 31, 2016

TASK	DATE	EMPLOYEE CLASSIFICATION (JOB TITLE)	RATE	HOURS	CURRENT INVOICE	TOTAL TO DATE	BUDGET	BUDGET REMAINING	% BUDGET EXPENDED
TASK 2.1.1.									
		Account Services	█	█	\$ -	\$ █			
		Contract Management Project Manager	█	█	\$ -	\$ █			
		Electric T-Line Engineer	█	█	\$ -	\$ █			
		Engineering Planner	█	█	\$ -	\$ █			
		GIS Engineer	█	█	\$ -	\$ █			
		Land Agent-Right of Way	█		\$ -	\$ █			
	Jan 1 to Jan 31, 2016	Management Services	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Analyst Services	█	█	\$ █	\$ █			
		Manager Strategy & Technical Planning	█	█	\$ -	\$ █			
	Jan 1 to Jan 31, 2016	Planning Services	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Planning Services OT	█	█	\$ █	\$ █			
		Power Quality Engineer	█		\$ -	\$ █			
		Power System Engineer	█	█	\$ -	\$ █			
		Substation Project Manager	█	█	\$ -	\$ █			
	Jan 1 to Jan 31, 2016	Project Management Services	█	█	\$ █	\$ █			
		Substation Engineering Project Analyst	█	█	\$ -	\$ █			
		System Protection Engineer	█	█	\$ -	\$ █			
	Jan 1 to Jan 31, 2016	System Protection ST	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Administration (System Protection)	█	█	\$ █	\$ █			
		Transmission Line Project Manager	█	█	\$ -	\$ █			
		Transmission Planning Engineer	█	█	\$ -	\$ █			

Pacific Gas and Electric
CALIFORNIA HIGH SPEED RAIL PROGRAM MANAGEMENT
CONTRACT NO.: HSR 14-37-2
(COMPANY AGREEMENT NO): HSR 14-37-2

INVOICE SUMMARY
INVOICE NO.: XXXX
INVOICE PERIOD: January 1 to January 31, 2016

TASK	DATE	EMPLOYEE CLASSIFICATION (JOB TITLE)	RATE	HOURS	CURRENT INVOICE	TOTAL TO DATE	BUDGET	BUDGET REMAINING	% BUDGET EXPENDED
	Jan 1 to Jan 31, 2016	Management Services	█	█	\$ █	\$ █	█	█	█%
TASK 2.1.2.									
		Management Services	█	█	\$ █	\$ █	█	█	
		Manager Strategy & Technical Planning	█	█	\$ █	\$ █	█	█	
		Substation Engineering Project Analyst	█	█	\$ █	\$ █	█	█	
		Transmission Planning Engineer	█	█	\$ █	\$ █	█	█	
TASK 2.1.3.									
	Jan 1 to Jan 31, 2016	Account Services	█	█	\$ █	\$ █	█	█	
		GIS Engineer	█	█	\$ █	\$ █	█	█	
	Jan 1 to Jan 31, 2016	GIS Services	█	█	\$ █	\$ █	█	█	
		Land Agent-Right of Way	█	█	\$ █	\$ █	█	█	
		Land Planner	█	█	\$ █	\$ █	█	█	
	Jan 1 to Jan 31, 2016	Environmental Planning & Permit	█	█	\$ █	\$ █	█	█	
	Jan 1 to Jan 31, 2016	Administration	█	█	\$ █	\$ █	█	█	
	Jan 1 to Jan 31, 2016	Admin Svc-OT	█	█	\$ █	\$ █	█	█	
		Land Surveyor	█	█	\$ █	\$ █	█	█	
	Jan 1 to Jan 31, 2016	Land Survey & Engine	█	█	\$ █	\$ █	█	█	
	Jan 1 to Jan 31, 2016	Management Services	█	█	\$ █	\$ █	█	█	
	Jan 1 to Jan 31, 2016	Analyst Services	█	█	\$ █	\$ █	█	█	
		Substation Project Manager	█	█	\$ █	\$ █	█	█	

Pacific Gas and Electric
 CALIFORNIA HIGH SPEED RAIL PROGRAM MANAGEMENT
 CONTRACT NO.: HSR 14-37-2
 (COMPANY AGREEMENT NO): HSR 14-37-2

INVOICE SUMMARY
 INVOICE NO.: XXXX
 INVOICE PERIOD: January 1 to January 31, 2016

TASK	DATE	EMPLOYEE CLASSIFICATION (JOB TITLE)	RATE	HOURS	CURRENT INVOICE	TOTAL TO DATE	BUDGET	BUDGET REMAINING	% BUDGET EXPENDED
	Jan 1 to Jan 31, 2016	Project Management Services	█	█	\$ █	\$ █			
		Substation Engineering Project Analyst	█	█	\$ █	\$ █			
		Transmission Line Project Manager	█	█	\$ █	\$ █			
					\$ █	\$ █	\$ █	\$ █	█%
TASK 2.1.4.									
	Jan 1 to Jan 31, 2016	Account Services	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Administrative Services	█	█	\$ █	\$ █			
		Electric T-Line Engineer	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Line Services ST	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Administrative Services OT	█	█	\$ █	\$ █			
		Engineering Estimating	█	█	\$ █	\$ █			
		Engineering Planner	█	█	\$ █	\$ █			
		Land Planner	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Management Services	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Analyst Services	█	█	\$ █	\$ █			
		Power System Engineer	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Operating Services	█	█	\$ █	\$ █			
		Substation Engineer	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Substation Engineer ST	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Substation Engineer/Design	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Substation Engineer ST	█	█	\$ █	\$ █			
	Jan 1 to Jan 31, 2016	Administration	█	█	\$ █	\$ █			

Pacific Gas and Electric
CALIFORNIA HIGH SPEED RAIL PROGRAM MANAGEMENT
CONTRACT NO.: HSR 14-37-2
(COMPANY AGREEMENT NO): HSR 14-37-2

INVOICE SUMMARY
INVOICE NO.: XXXX
INVOICE PERIOD: January 1 to January 31, 2016

TASK	DATE	EMPLOYEE CLASSIFICATION (JOB TITLE)	RATE	HOURS	CURRENT INVOICE	TOTAL TO DATE	BUDGET	BUDGET REMAINING	% BUDGET EXPENDED
	Jan 1 to Jan 31, 2016	Substation Engineer OT			\$	\$			
		Substation Engineering Project Analyst			\$	\$			
		Substation Project Manager			\$	\$			
	Jan 1 to Jan 31, 2016	Project Management Services			\$	\$			
	Jan 1 to Jan 31, 2016	Transmission Line Project Manager			\$	\$			
					\$	\$			
TASK 2.1.5.									
TASK 4.1									
		Contract Management Project Manager							
	Jan 1 to Jan 31, 2016	Management Services							
	Jan 1 to Jan 31, 2016	Analyst Services							
		Substation Engineering Project Analyst							
	Jan 1 to Jan 31, 2016	Substation Project Manager							
	Jan 1 to Jan 31, 2016	Project Management Services							
		Transmission Line Project Manager							
TASK 4.2									
		Contract Management Project Manager							

Pacific Gas and Electric
 CALIFORNIA HIGH SPEED RAIL PROGRAM MANAGEMENT
 CONTRACT NO.: HSR 14-37-2
 (COMPANY AGREEMENT NO): HSR 14-37-2

INVOICE SUMMARY
 INVOICE NO.: XXXX
 INVOICE PERIOD: January 1 to January 31, 2016

TASK	DATE	EMPLOYEE CLASSIFICATION (JOB TITLE)	RATE	HOURS	CURRENT INVOICE	TOTAL TO DATE	BUDGET	BUDGET REMAINING	% BUDGET EXPENDED
	Jan 1 to Jan 31, 2016	Engineering Services							
	Jan 1 to Jan 31, 2016	Management Services							
	Jan 1 to Jan 31, 2016	Analyst Services							
		Substation Engineering Project Analyst							
		Substation Project Manager							
	Jan 1 to Jan 31, 2016	Project Management Services							
		Transmission Line Project Manager							
TASK 4.3									
		Contract Management Project Manager							
	Jan 1 to Jan 31, 2016	Management Services							
	Jan 1 to Jan 31, 2016	Analyst Services							
		Substation Engineering Project Analyst							
		Substation Project Manager							
	Jan 1 to Jan 31, 2016	Project Management Services							
	Jan 1 to Jan 31, 2016	Transmission Line Project Manager							
LABOR TOTAL									
OVERHEAD ALLOCATION									
	Jan 1 to Jan 31, 2016	Benefits Overhead							

Pacific Gas and Electric
CALIFORNIA HIGH SPEED RAIL PROGRAM MANAGEMENT
CONTRACT NO.: HSR 14-37-2
(COMPANY AGREEMENT NO): HSR 14-37-2

INVOICE SUMMARY
INVOICE NO: XXXX
INVOICE PERIOD: January 1 to January 31, 2016

TASK	DATE	EMPLOYEE CLASSIFICATION (JOB TITLE)	RATE	HOURS	CURRENT INVOICE	TOTAL TO DATE	BUDGET	BUDGET REMAINING	% BUDGET EXPENDED
	Jan 1 to Jan 31, 2016	Building Services Overhead	█	█	\$ █				
	Jan 1 to Jan 31, 2016	Fleet Overhead	█	█	\$ █				
	Jan 1 to Jan 31, 2016	Indirect Labor - Customer Care	█	█	\$ █				
	Jan 1 to Jan 31, 2016	Indirect Labor - Elec	█	█	\$ █				
	Jan 1 to Jan 31, 2016	Indirect Labor - EnvLd	█	█	\$ █				
	Jan 1 to Jan 31, 2016	Indirect Labor - IT	█	█	\$ █				
	Jan 1 to Jan 31, 2016	Insurance & Casualty Surcharge	█	█	\$ █				
	Jan 1 to Jan 31, 2016	IT Device Overhead	█	█	\$ █				
	Jan 1 to Jan 31, 2016	Operations Management Support - Elec	█	█	\$ █				
	Jan 1 to Jan 31, 2016	Paid Time Off	█	█	\$ █				
	Jan 1 to Jan 31, 2016	Payroll Taxes Overhead	█	█	\$ █				
	Jan 1 to Jan 31, 2016	Pension/PBOP Surchg	█	█	\$ █				
OVERHEAD TOTAL			█	█	\$ █				
GRAND TOTAL				█	\$ █	\$ █	\$ █	\$ █	

PG&E Monthly Invoice Narrative

Contractor: Pacific Gas and Electric Company
Project: High-Speed Rail Train
Contract No.: HSR14-37-2
Invoice-XX No.:
Invoice Date:
Invoice Period:
Invoice Amount:

Invoice Reimbursement

PG&E Order No.
California High-Speed Train Program
California High-Speed Rail Authority

Task 2.1.1 - Review and Resubmittal of Technical Study Reports:

Task 2.1.2, Single Phase and Regenerative Braking System Impact Study:

Task 2.1.3 - Land Studies and Document Preparation:

Task 2.1.4 - PG&E Facility Upgrades - Engineering and Design:

Task 2.1.5 - PG&E Preliminary Design Data:

Task 4.1 - Progress Meetings:

Task 4.2 - Technical Meetings:

Task 4.3 - Requested or Required Meetings:

The attached total invoice is for _____ and includes the following:

- Cover Sheet that consists of -
 - the invoice period for the services performed
 - the current invoice total
 - outstanding previous invoice charges
 - total amount currently due PG&E
 - remaining contract authorization amount

- Other Direct Costs (ODC) Detail - lists all the costs incurred for the period broken down by task item. The costs are identified by Expenditure Type.

- Invoice Summary - lists PG&E labor only, broken down by task item and employee job title. Tasks ___ and ___ were not billed for this period. The total labor cost for Invoice No. ___ is \$XXX,XXX.XX.

SAMPLE

Attachment 5

**STANDARD FORM AGREEMENT
HSR16-56**

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

Agreement Number HSR 16-56
Registration Number

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

- STATE AGENCY'S NAME
 California High-Speed Rail Authority
- OWNER'S NAME
 Pacific Gas and Electric Company



The term of this Agreement is September 30, 2016 or upon execution, whichever is later, through January 30, 2019

The maximum amount of this Agreement is \$36,034,000.00
 Thirty-Six Million Thirty-Four Thousand and No Cents.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement.

Exhibit A – Engineering and Permits Scope of Work	16 page(s)
Exhibit B – Budget Detail	3 page(s)
Exhibit C – General Terms and Conditions	4 page(s)
Exhibit D – Additional Terms and Conditions	7 page(s)
Exhibit E – Terms and Conditions Applicable to Authority's Contractors	12 page(s)
Exhibit F – Terms and Conditions Applicable to PG&E Contractors	5 page(s)
Attachment 1 – Budget	1 page(s)
Attachment 2 – Invoice Form (SAMPLE), Invoice Narrative (SAMPLE) and Rate Sheet	7 page(s)
Attachment 3 – Rate Sheet	3 page(s)

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

OWNER		California Department of General Services Use Only
OWNER'S NAME (if other than an Individual, state whether a corporation, partnership, etc.) Pacific Gas and Electric Company		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/22/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Patrick Hogan, Senior Vice-President Transmission and Distribution		
ADDRESS 77 Beale Street, Mail Code B32, San Francisco, CA 94105		
STATE OF CALIFORNIA		
AGENCY NAME California High-Speed Rail Authority		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1-9-17	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Morales, Chief Executive Officer		
ADDRESS 770 L Street, Suite 620 MS 1, Sacramento CA 95814		

Exempt per: PUC 185036

EXHIBIT A:
ENGINEERING AND PERMITS SCOPE OF WORK

I. RECITALS

A. WHEREAS, Authority is responsible for the planning, design, construction and operation of the California High-Speed Rail System, which will run from San Francisco to the Los Angeles basin and eventually extend to Sacramento and San Diego, totaling 800 miles of electrified rail service, approximately 345 miles of which will be in the PG&E service territory ("HSR System");

B. WHEREAS, the HSR System will require the installation of a 50 kV (phase to phase) 25 kV (phase to ground) AC traction electrification system to power the trains. In order to provide adequate capacity for train operations, the proposed Traction Electrification System or TES (as defined herein) will interconnect with PG&E at 115 kV or 230 kV with approximately 30-mile intervals between traction power substations;

C. WHEREAS, under contracts HSR 10-10, and HSR 14-37 PG&E has provided and has been tasked to provide Authority with Technical Study Reports for each Point of Interconnection and conduct related work necessary to preliminarily identify and design the HSR System, PG&E's improved system, PG&E interconnection facilities and associated network upgrades needed in order to meet the electrical needs of the HSR Project Phase 1;

D. WHEREAS, said Technical Study Reports for Sites 4-13 shall be utilized for the design and engineering under this Agreement;

E. WHEREAS, the Parties (as defined herein) wish to enter into this Agreement addressing their respective responsibilities with respect to the design, engineering and permitting activities for the intended network upgrades and facilities needed to power the TES within the timeframe contemplated by Authority's business plan, as updated from time to time; and

F. WHEREAS, the Parties (as defined herein) wish to address payment arrangements and responsibilities and the allocation of costs; and

G. NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

II. DEFINITIONS

"ACE Class 2" estimate means that the engineering and design is approximately 90% complete, materials are ordered, all permits are applied for, land rights secured and Construction plans are complete.

"ACE Class 3" estimate means that the engineering and design is approximately 60% complete, materials quotes are secured, permit and land right requirements are documented, and Construction site requirements and associated access plans are complete.

"ACE Class 4" estimate means that the engineering and design is approximately 30% complete, permit and land right requirements are being developed, and preliminary Construction pull sites and related data is developed.

"ACE Class 5" estimate means that the estimate is at the project feasibility level, the project kick-off meeting is held and the project scope for the estimate is based on historical data.

EXHIBIT A:
ENGINEERING AND PERMITS SCOPE OF WORK

“ADRIs”: See “Authority Design Responsibility Items”.

“APN” means Assessor’s Parcel Number.

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

“Approved Material Suppliers” is defined in Exhibit F Section D.9.

“Authority” means the California High-Speed Rail Authority.

“Authority-Cost Item” means any portion of the New Facilities for which Authority will be allocated the cost in accordance with the Cost Allocation Rules, as referenced in this Agreement.

“Authority Design Responsibility Items” or “ADRIs” means the line extensions and other facilities (a) that are required to enable the interconnection and operation of the HSR System, and (b) which, excepting other agreement of the Parties, are to be located anywhere other than on land which PG&E currently owns or controls. Notwithstanding the above, ADRI s do not include substation upgrades and/or expansions.

“Authority Property Identification Plan” is defined in Section 6.1(a).

“Authority Work” means the provision of designs, tasks, deliverables, engineering, analysis, preparation of Technical Documentation, planning, and other activities and services performed under this Agreement by Authority.

“Business Plan” means the Authority’s bi-annual business plan required by California Public Utilities Code section 185033.

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

“CEQA” means the California Environmental Quality Act.

“Contractor” means a Person that enters into a contract with Authority or PG&E or another Contractor, as applicable, for the performance of any part of the Work, and includes subcontractors at all levels.

“Construction” means the act of demolition, removal, grading, fill, leveling, digging, erecting, storage, and placement to build the ADRI s and PDRIs.

“Cost Allocation Rules” is defined in Section 5.1(a).

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

“Engendered Work” has the meaning given in Section 5.3(b).

EXHIBIT A:
ENGINEERING AND PERMITS SCOPE OF WORK

“Engineering and Design Reports” means the reports prepared by Authority for the ADRIAs as described in Section 3.1(c).

“Environmental Approval” means the environmental and land use authorization required under federal, state or local laws for the siting, Construction and operation of the HSR System, including without limitation Authority’s approvals under CEQA and the Federal Railroad Administration and Surface Transportation Board issuance of Records of Decision under NEPA for approval of an environmental document.

“FERC” means the Federal Energy Regulatory Commission or its regulatory successor, as applicable.

“FRA” means the Federal Railroad Administration or its regulatory successor, as applicable.

“General Order 131-D” or “GO 131-D” means California Public Utilities Commission General Order 131-D, as currently in effect or as amended during the term of this Agreement.

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the gas and electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

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

“Governmental Authorization” means any approval, authorization, certification, consent, decision, exemption, filing, license, lease, permit, agreement, concession, grant, franchise, registration, or ruling, required by any Governmental Authority in order to perform the Work.

“HMF” means the California High-Speed Rail Heavy Maintenance Facility.

“HSR 10-10” means the agreement, including any amendments, between Authority and PG&E addressing the preparation of certain studies, reports and documentation related to the HSR System, as detailed therein.

“HSR 14-37” means the agreement originally executed on November 7, 2014, including all amendments, between Authority and PG&E addressing the preparation of certain studies, reports and documentation related to the HSR System, as detailed therein.

“HSR Project” means the development and implementation of intercity high-speed rail service as defined under current provisions of Sections 2704 *et seq.* of the California Streets and Highways Code and Sections 185030 *et seq.* of the California Public Utilities Code.

“HSR System” is defined in Recital A.

EXHIBIT A:
ENGINEERING AND PERMITS SCOPE OF WORK

“Interconnection Handbook” means the PG&E Transmission Interconnection Handbook, at: http://www.pge.com/includes/docs/pdfs/shared/rates/tariffbook/ferc/tih/combined_version_handbooks.pdf

“ITCC” is defined in Section 5.1(d).

“kV” means kilovolts.

“NEPA” means the National Environmental Policy Act.

“NERC” means North American Electric Reliability Corporation.

“New Facilities” means the ADRI and the PDRIs.

“Party” refers to Authority or PG&E, as the context may require, and “Parties” means Authority and PG&E, collectively.

“PDRIs”: See “PG&E Design Responsibility Items”.

“Permit Engineering and Design Reports” means the reports prepared by Authority as described in Section 7.1.

“Person” means any individual, corporation, company, joint venture, partnership, trust, unincorporated organization or governmental person.

“PG&E” means Pacific Gas and Electric Company.

“PG&E-Cost Item” means any portion of the New Facilities for which PG&E will be allocated the cost in accordance with the Cost Allocation Rules.

“PG&E Design Responsibility Items” or “PDRIs” means the improvements to PG&E’s electrical system that are required to enable the interconnection and operation of the HSR System, including new and modified facilities, but excluding the ADRI.

“PG&E Flowdown Terms” is defined in Exhibit F Section 3.

“PG&E Property Identification Plan” is defined in Section 6.1(a).

“PG&E Work” means the provision of designs, tasks, deliverables, engineering, analysis, and preparation of Technical Documentation, planning and other activities and services performed under this Agreement by PG&E.

“Point of Interconnection” means each of the 10 points at which the TES will interconnect with the PG&E electric system, and the HMF point of interconnection, but excluding the two Caltrain sites near PG&E’s FMC Substation in San Jose and PG&E’s East Grand Substation in South San Francisco.

“Project Schedule” refers to the schedule for completion of Authority Work and PG&E Work, as described in Section 8.1 and as updated during the term of this Agreement.

“Property Identification Plan” means, as the context requires, either the PG&E Property Identification Plan or the Authority Property Identification Plan; and in the plural means both.

EXHIBIT A:
ENGINEERING AND PERMITS SCOPE OF WORK

“System Impact Study” means the final report for each Point of Interconnection incorporating the agreed upon scope or work as detailed in the Technical Study Reports, Facilities Assessment Study and Single Phase Regenerative Braking Study developed under HSR 14-37 and similar report(s) that may be developed under a separate contract.

“Technical Documentation” means all engineering drawings, designs, descriptive text, engineering analysis, processes, specifications, instructions, manuals, methodologies, simulation parameters, and documentation supporting any portion of the Work.

“Technical Study Reports” means the Technical Study Reports developed under HSR 14-37 and any similar contract with respect to the HMF.

“Traction Electrification System” or “TES” means the 50 kV (phase to phase) 25 kV (phase to ground) AC Traction Electrification System used to power the HSR System.

“U.S. DOT” means the United States Department of Transportation.

“Work” means the provision of designs, tasks, deliverables, engineering, analysis, preparation of Technical Documentation, planning, and other activities and services performed under this Agreement by either Party.

III. AUTHORITY DESIGN RESPONSIBILITY ITEMS SCOPE OF WORK

The Scope of Work detailed in this Section III represents the work to be performed by PG&E and Authority to progress the design, engineering, and permitting of the Authority Design Responsibility Items for Sites 4-13 as set forth in the Technical Study Reports. Authority shall have responsibility for the design, engineering and permitting of the ADRI. Authority agrees to cause the Authority Work to be performed by Authority’s Contractors, employed by written contract to perform work of this type, to provide and furnish all necessary labor, materials, tools, and equipment required, and to prosecute the Authority Work diligently to completion.

3.1 Design and Engineering.

(a) *System Impact Studies.* Utilizing the System Impact Studies, Authority will advance the design and engineering of the ADRI. The design and engineering of the ADRI may be used to support and further Authority’s Environmental Approval efforts and, if required or needed, PG&E’s submittal for approval of the CPUC General Order 131-D permits.

(b) *Standards Generally.* Contractors shall perform the Authority Work using Good Utility Practice, and otherwise in compliance herewith. Authority’s engineering of the ADRI shall comply with all requirements provided by, or made available by, PG&E to Authority or its Contractors which pertain to engineering of the ADRI and specifications of materials consistent with PG&E’s Approved Material Suppliers. For the avoidance of doubt, PG&E will provide and make available such requirements in the same manner as PG&E would to other entities designing or engineering facilities to ultimately be owned by PG&E.

(c) *Engineering and Design Reports for Points of Interconnection.* In coordination with PG&E’s review and oversight, Authority will develop one Engineering and Design Report for each of the Points of Interconnection. Each Engineering and Design Report will detail and advance the design of the ADRI identified in the System Impact Studies and may be used to support Authority’s Environmental Approval and submittal for

EXHIBIT A:
ENGINEERING AND PERMITS SCOPE OF WORK

issuance of any required CPUC General Order 131-D permits, and will include: plans, maps, schematics, project descriptions, project schedule, equipment and material lists, cost estimates and other information needed by the Parties to ensure timely permitting, procurement and Construction of the ADRIs.

(d) *PG&E Support.* PG&E will serve in a support and oversight role in Authority's development and advancement of the Engineering and Design Reports through:

(i) Consultation as needed with Authority and its Contractor(s);

(ii) Providing and updating PG&E standards and guidance on Good Utility Practice, including those pertaining to design, engineering, Construction, operation and maintenance, inputs and any other information and standards needed to verify consistency with applicable PG&E, CPUC and other regulatory requirements, including in each case any updates thereto;

(iii) Providing and updating as necessary applicable lists of, and information as to, Approved Material Suppliers;

(iv) Reviewing, commenting upon and approving work performed as part of the Engineering and Design Report process, including at each stage of progression of the Engineering and Design Reports as described in Section 3.1(e) below, such that the design and engineering of the ADRIs conforms to the requirements described above and will allow for the seamless turnover and operation of the ADRIs, assuming Construction in accordance with design;

(v) Providing lists and consultation regarding industry and PG&E approved vendors, suppliers, equipment and materials needed to design, engineer, construct, transfer, operate and maintain the ADRIs;

(vi) Assisting the Authority, when requested, with the Authority's interconnection design-build request for proposals to ensure the scope of work is fully defined and clarified for all potential bidders; and

(vii) Other assistance as necessary when requested.

(e) *Progression of Engineering and Design Reports.* The Engineering and Design Reports will be updated and submitted to PG&E in an agreed upon format and at agreed upon intervals and milestones. Review and update of the Engineering and Design Reports shall, at a minimum, occur at the 30%, 60% and 90% design levels.

(f) *Remedy of Deficiencies.* At any time, should any phase of the design or engineering for the ADRIs not meet the standards required by this Agreement, Authority shall be obligated to remedy the deficiencies in that portion of the Authority's Work, provided that PG&E will perform its support obligations under Section 3.1(d) in a manner designed to avoid or minimize such deficiencies, timely notify the Authority upon discovering any deficiencies or upon changes in PG&E standards that could result in deficiencies, and assist the Authority in addressing deficiencies.

(g) *Final Acceptance of Engineering and Design Reports by PG&E.* Upon completion of the reviews and comments, and incorporation of PG&E comments after any necessary discussion, PG&E will provide written acceptance of Engineering and Design Reports constituting affirmation that the ADRIs design adheres to

EXHIBIT A:
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applicable PG&E and Good Utility Practice standards. PG&E's affirmation and acceptance of the Engineering and Design Reports shall not be unreasonably withheld.

3.2 Pre-Construction Activities

(a) The Parties will assist and be available to each other for discussions regarding pre-Construction activities needed to progress the ADRI's into the Construction phase. Pre-Construction activities will include meeting and coordinating with the other Party and its Contractors to verify that:

- (i) PG&E's Construction methods, practices and standards are understood and complied with;
- (ii) The Construction schedules constraints, timelines and milestones are understood and achievable;
- (iii) The Construction zones needed for ADRI's and PDRI's do not conflict with the other Party's ability to perform its respective Work;
- (iv) The Parties have a common understanding of how and when PG&E will connect the HSR System with the PG&E utility grid;
- (v) PG&E's clearance, testing and commissioning requirements, including the Interconnection Handbook, are understood and agreed to by Authority; and
- (vi) The conditions, mitigations, surveys, monitoring and/or invasive work required as part of the HSR Project are incorporated into the Construction timelines prior to Construction of the ADRI's.

(b) *CAISO*. Authority and PG&E will work collaboratively to provide CAISO with the required information, data, plans, design and engineering documentation that may be needed by the CAISO.

3.3 Ownership of New Facilities. The New Facilities will ultimately be owned and operated by PG&E. All procurement items related to the ADRI's will be the responsibility of Authority until transferred to PG&E at the completion of construction. The Parties will cooperate as necessary in performing their obligations under this Agreement so as to ensure a seamless transfer of ownership of the ADRI's.

IV. PG&E DESIGN RESPONSIBILITY ITEMS SCOPE OF WORK

The Scope of Work detailed in this Section IV represents the work to be performed by PG&E and Authority to progress the PG&E Design Responsibility Items. PG&E will have responsibility for the design and engineering of the PDRI's. PG&E agrees to cause the PG&E Work to be performed by PG&E's employees or qualified Contractor(s), and to provide and furnish all necessary labor, materials, tools, and equipment required therefor, and to prosecute said PG&E Work diligently to completion, subject to Exhibit D, Section XX.

EXHIBIT A:
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4.1 Design and Engineering

(a) *System Impact Studies.* Utilizing the System Impact Studies, PG&E will advance the design and engineering of the PDRIs. The design and engineering of the PDRIs may be used to support and further Authority's Environmental Approval efforts and, if required or needed, PG&E's submittal for approval of the CPUC General Order 131-D permits.

(b) *Compliance with Environmental Standards.* If, at any point in the process of preparation, updating and completing the full design of the PDRIs, PG&E discovers that any part of the design is not in compliance with the required environmental standards or within the approved environmental footprint, PG&E will timely inform Authority and both Parties will work toward a resolution to bring the design into compliance or, if necessary, to expand or otherwise amend the Governmental Authorization applications.

(c) *Compliance with HSR System Needs.* PG&E's design and engineering of the PDRIs shall comply with all requirements provided by, or made available by, Authority to PG&E or its Contractors with respect to powering and operating the HSR System.

4.2 Certain Matters Not Part of PG&E Work

Notwithstanding any other provision of this Section, Authority shall be responsible for obtaining Governmental Authorizations except in limited circumstances, as described in Section VII.

4.3 Pre-Construction Activities

The Parties will assist and be available to each other for discussions regarding pre-construction activities needed to progress the PDRIs into the Construction phase. Pre-construction activities will include meeting and coordinating with the other Party and its Contractors to verify that:

- (a) The Construction schedules, constraints, timelines and milestones are understood and achievable;
- (b) The Construction zones needed for New Facilities do not conflict with the other Party's ability to perform its respective Work; and
- (c) The PDRIs are aligned with and incorporate the HSR System's power needs and reverse power flow requirements.

4.4 Buy America Not Applicable

Authority represents that the "Buy America" provisions of the Passenger Rail Investment and Improvement Act of 2008, Pub. L. 110-432, and applicable regulations, including 49 U.S.C. Section 24405(a), do not apply to the PG&E Work or the eventual construction of the PDRIs.

V. COST ALLOCATION, COST ESTIMATES AND PAYMENT

5.1 Cost Allocation Rules

(a) *Cost Allocation Rules Not Restated in Full.* FERC and CPUC laws, regulations and processes applicable to the allocation of costs hereunder ("Cost Allocation Rules") establish the baseline for determining

EXHIBIT A:
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which Party is responsible for the costs of the various ADRIs and PDRIs; and this Agreement does not attempt to restate the Cost Allocation Rules, or to modify them except as provided in Section 5.2.

(b) *Process for Applying Cost Allocation Rules.* Authority and PG&E will develop and define the process, criteria, documentation and data to be used in determining the preliminary cost allocation for all of the ADRIs and PDRIs and will consult with the CAISO as needed. The Parties will agree on preliminary allocation of all costs for the ADRIs and PDRIs as promptly as reasonably possible. For the avoidance of doubt, the cost of a particular item might be shared between Authority and PG&E, in which case it would be both a “PG&E-Cost Item” and an “Authority-Cost Item.” These cost allocations will be refined as new information becomes available. Cost allocation shall be timely determined in order to prevent Construction or operational delay to the HSR System. Final cost allocation will be subject to approval by the CPUC and the FERC and based on the Cost Allocation Rules in effect at time of transfer.

(c) *Adjustment of Cost Allocation.* In the event that new information or changed circumstances subsequently affect the preliminary cost allocation outcome, the Parties will, upon the request of either Party, for purposes of the respective Parties’ internal planning, meet and confer to discuss the consequences of the new information or changed circumstances.

(d) *Additional Authority Payment Responsibilities.* Authority is solely responsible for payment of (i) the actual and allowable costs of all work performed by PG&E hereunder other than PG&E-Cost Items, (ii) any applicable Income Tax Component of Contribution (“ITCC”) as described in PG&E’s tariffs, and (iii) the increased cost due to any re-work caused by a change in HSR System design.

5.2 Exceptions to Cost Allocation Rules

Notwithstanding general CPUC rules regarding cost allocation, the Parties agree to seek CPUC approval for the following changes to standard distribution line extension CPUC Cost Allocation Rules for retail load customers under PG&E’s Electric Rules 15 and 16:

- (a) Authority will not receive any allowances.
- (b) Authority will not be entitled to any refunds that would otherwise be provided under Electric Rule 15 or Electric Rule 16.
- (c) Authority will not be eligible to choose the Non-Refundable Discount Option under Electric Rule 15.D.5.c.
- (d) The cost for the extensions will be calculated from the nearest transmission substation, and not from the nearest distribution point.

5.3 Authority Payment and Prepayment

(a) *Payments as Incurred.* Regardless of ultimate cost responsibility under the Cost Allocation Rules (which could cause a portion of the payments under this Section 5.3(a) to be reimbursable by PG&E pursuant to Section 5.3(c)), Authority shall pay PG&E for all PG&E Work hereunder and all Engendered Work, together with, if applicable, the related ITCC, when invoiced pursuant to Exhibit B, Section II.

(b) *What May Be Invoiced and is Payable by Authority.* Design and engineering performed by PG&E that will benefit both Authority and other PG&E customers and that PG&E performs as a result of the

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HSR Project, but which is not “PG&E Work” under this Agreement (“Engendered Work”), may be invoiced by PG&E and is payable by HSR pursuant to Section 5.3(a), subject to reimbursement to Authority pursuant to Section 5.3(c).

(c) *Reimbursement According to Cost Allocation Rules.* For those costs paid to PG&E pursuant to Section 5.3(a) which are ultimately concluded to be PG&E-Cost Items,

(i) For facilities to be operated at a standard voltage above 50 kV, PG&E will reimburse Authority after control of the applicable New Facility has been assumed by CAISO and the portion of the HSR Project which is served by such New Facility is in service.

(ii) For facilities to be operated at a standard voltage at or below 50 kV, PG&E will reimburse Authority after the portion of the HSR Project which is served by such New Facility is in service.

(iii) Once a PG&E-Cost Item is eligible for reimbursement under Sections 1 or 2 above, the reimbursement will be made either (i) within 30 days of becoming eligible for reimbursement, or (ii) if so agreed by the Parties, by (A) credit against other amounts owed or expected to be owed by Authority to PG&E, (B) installment payments by PG&E, or (C) a combination of credits and installment payments. This agreement does not address whether amounts subject to reimbursement under 5.3(c) will include interest. The Parties specifically reserve this issue for resolution in a separate or subsequent agreement addressing cost allocation of PG&E-Cost Items.

5.4 Cost Estimates

(a) *Cost Estimates.* Utilizing the summary of cost detailed in the System Impact Studies, the PG&E Work and Authority Work hereunder, and other available information, Authority and PG&E will create cost estimates for materials, equipment and labor needed for the Construction of the New Facilities. Cost estimates and refinements generated for materials, equipment and labor for the sole use of the HSR System that are not part of the Work may be removed from the cost estimates at the discretion of Authority.

(b) *Periodic Updates.* The cost estimates described above will be refined by the Parties as new information becomes available, at a minimum at the stages AACE Class 5, AACE Class 4, AACE Class 3 and AACE Class 2.

5.5 Authority Support in Filings

Authority will reasonably support any filings by PG&E at the FERC and the CPUC with respect to implementing the provisions of this Section V, provided PG&E has provided a copy of the filings for Authority’s review and input before filing and the filings are consistent with the terms of this Agreement.

VI. PROPERTY IDENTIFICATION PLAN

6.1 Property Identification Plans

(a) Utilizing the System Impact Studies, (i) Authority in collaboration with PG&E will identify the properties necessary for the Construction, operation and maintenance of the ADRI (“Authority Property Identification Plan”) and (ii) PG&E will identify the acquisition of any additional rights or modification of

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ENGINEERING AND PERMITS SCOPE OF WORK

PG&E's existing real property rights necessary for the Construction, operation and maintenance of the PDRIs ("PG&E Property Identification Plan"). The Property Identification Plans will describe all necessary property rights, including temporary Construction easements, potential right-of-way conflict and relocation work related thereto and recommendations on mitigation of the potential conflicts. The Property Identification Plans will identify the APN and ownership interests, and include a preliminary title report identifying existing property rights.

(b) The Parties will exchange their respective Property Identification Plans in draft form to assure that there are no overlooked property rights or other misunderstandings. As needed or required, PG&E and Authority will exchange information, further draft Property Identification Plans, hold meetings; and each Party shall deliver to the other Party its final Property Identification Plan.

(c) Authority will provide maps of the properties identified in the Authority Property Identification Plan in an agreed-upon format which may include: Adobe PDF, GIS ShapeFile, and/or Google Earth KMZ. The level of detail needed in the maps will be specified by PG&E and could include, without limitation: APNs and property ownership information; detailed line routes; boundary surveys, Construction staging; required easement widths; existing land use and structures; location of any utility conflicts; field notes; and other information requested by PG&E.

6.2 Responsibility for Property Acquisition

(a) *Property Acquisition Responsibility.* Except as the Parties may otherwise agree as contemplated by Section 6.2(b), Authority will act as the lead and responsible party for the acquisition of the parcels and real property rights identified in the Authority Property Identification Plan and the PG&E Property Identification Plan

(b) *Exception to Property Acquisition Responsibility.* PG&E acknowledges that Authority does not have the authority to acquire parcels or real property rights. PG&E further acknowledges that the authority to acquire parcels and real property rights for Authority is vested in the California State Public Works Board (PWB). Therefore, in the event PWB does not approve the acquisition of any parcel or real property identified in the PG&E Property Identify Plan, the Parties will meet and confer to discuss and agree upon how to proceed.

(c) Either Party may believe that there are good reasons for PG&E to be responsible for acquisition of one or more parcels or property rights. In that case, such first Party may make that proposal to the other Party and if agreed and memorialized in writing, PG&E will assume responsibility for acquisition for those parcels or property rights.

(d) *Land Rights.* Prior to performing any Work on third parties' property, the party performing the Work shall obtain sufficient rights to occupy the property and perform the Work.

VII. PERMITS

7.1 Permit Engineering and Design Reports

(a) Based upon the design and engineering for the New Facilities, Authority will develop one Permit Engineering and Design Report for each of the Points of Interconnection. The Permit Engineering and Design Reports will identify and detail all information necessary for the issuance of all required permits. The Permit Engineering and Design Reports will, at a minimum, include Environmental Approval areas needed for the routing, re-routing, re-conductoring, expansion, Construction, operation and maintenance of the PDRIs identified

EXHIBIT A:
ENGINEERING AND PERMITS SCOPE OF WORK

in the System Impact Studies. Authority in collaboration with PG&E may utilize the Permit Engineering and Design Reports to help further refine and support Authority obtaining Environmental Approval of the PDRIs.

(b) PG&E shall provide and be responsible for the following as part of the Permit Engineering and Design Reports and process:

- (i) Providing the designs for the PDRIs as described in Section 4.1.
- (ii) Consultation as needed with Authority and its Contractor(s).
- (iii) Providing Authority standards, including those pertaining to design, engineering, Construction, operation and maintenance, as well as inputs and standards needed to verify consistency and acceptance by the CPUC and other regulators.
- (iv) Review and approval of work generated as part of the Permit Engineering and Design Reports.

(c) The Permit Engineering and Design Reports will include information needed including: plans, maps, schematics, project descriptions, equipment and material lists, cost estimates and other information needed by the Parties to support timely issuance of all required permits for the PDRIs.

(d) The Permit Engineering and Design Reports will be updated and submitted to PG&E in an agreed upon format and at agreed upon intervals and milestones. Review of the Permit Engineering and Design Reports shall, at a minimum, include two draft reviews. If needed, and agreed to by both Parties, additional review intervals may be included.

(e) No work is to be conducted in areas not environmentally cleared by the Authority. In a case where the design or field evaluation identifies the need for additional environmental footprint, additional environmental analysis will be conducted after approval of the Authority's Director of Environmental Services.

7.2 Authority to Obtain Permits

Wherever feasible under Applicable Law, unless otherwise expressly agreed in writing by the Parties, or unless Applicable Law requires PG&E to obtain a required Governmental Authorization, Authority shall be responsible, at its sole cost and expense, (i) for compliance with all laws, rules, and regulations, including all environmental laws, rules, and regulations, applicable to the New Facilities, and (ii) to obtain, by the time required for performance of the applicable PG&E and Authority Work, all Governmental Authorizations or other agreements or approvals that may be necessary from Governmental Authorities or third parties for any New Facilities; Authority does not (I) waive Authority's rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts non-federal Governmental Authorizations, and application of the California Environmental Quality Act, to the HSR Project, or (II) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the HSR Project. Authority shall ensure that the environmental effects of the New Facilities Construction subject to this Agreement are included and analyzed in Authority's environmental review, regardless of whether Authority or PG&E will obtain any Governmental Authorizations associated with the facilities. Prior to commencement of any New Facilities Construction, Authority shall provide to PG&E documentation showing that analysis

EXHIBIT A:
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of the environmental effects of the New Facilities has been included in the applicable CEQA/NEPA documentation.

7.3 Certain Permits May Need to be Obtained by PG&E

To the extent Applicable Law requires PG&E to obtain a required Governmental Authorization (such as, potentially, notices to and authorizations from the CPUC under its General Order 131-D), Authority shall fund the acquisition of such Governmental Authorizations by PG&E (including funding and preparing supporting applications and other documentation, in coordination with PG&E for PG&E's submittal) and cooperate with and assist PG&E in its efforts to obtain them. PG&E shall cooperate with Authority within reasonable timeframes to obtain such Governmental Authorizations. In advance of any facility permitting, Authority shall consult with PG&E in evaluating and determining what Governmental Authorization (including but not limited to from the CPUC), if any, may be required. Authority acknowledges that PG&E cannot control the timing or outcome of any required CPUC or other Governmental Authority permit processes, and assumes the risk that any permits that PG&E is required to obtain for the New Facilities could be delayed, denied, or otherwise delay or increase the cost of implementation of the HSR Project.

7.4 Compliance with Permits

Authority and/or its Contractors and PG&E and/or its Contractors shall comply with local, state and/or private utility permitting requirements necessary to complete the Authority Work and PG&E Work, including but not limited to payment of all fees, furnishing all warranties and insurances, adherence to design, Construction and safety standards, mitigation measures and complying with all other required provisions. Whenever feasible under Applicable Law, such actions shall be taken by Authority rather than PG&E. The Parties shall coordinate and cooperate as needed in order to enable them respectively to meet such requirements.

VIII. SCHEDULE AND OTHER ADMINISTRATION

8.1 Authority to Create and Manage Project Schedule

Authority will create a Project Schedule for the Work that meets the HSR Project's operation date(s). The Project Schedule will be developed using Primavera P6 or other agreed-upon software and presented in a format agreed upon by both Authority and PG&E, and will include customary project scheduling features such as critical path analysis, Gantt charting, tasks and deliverables. The Project Schedule will be updated periodically by Authority based on the most current progress and project information including the Authority's Business Plan. PG&E will provide input to Authority as to PG&E's progress on the PG&E Work and any required changes to the Project Schedule. Any scheduling involving PG&E shall be subject to PG&E approval, which shall not be unreasonably withheld.

8.2 Hold Points

Authority shall submit to PG&E the following items in the first column *prior to* the time/event indicated in the second column, and shall obtain PG&E's written approval of the item before proceeding, as applicable under this or future agreements. Such approval is not to be unreasonably withheld. Each Party shall promptly respond to requests from the other Party for further information or details on any item under this Agreement.

**EXHIBIT A:
 ENGINEERING AND PERMITS SCOPE OF WORK**

<u>Item for PG&E Approval</u>	<u>Submission and Approval of PG&E Prior To:</u>
Predesign Meeting	Design Review / Approval
Draft agreements for land rights other than purchases of fee title that do not entail continuing covenants or representations by PG&E after assignment to PG&E by Authority (except where the agreement is, in all material respects, in a form already agreed by PG&E)	Acquisition of land rights
Design Review Approval/Materials Review (may include request for approval at less than 100% completion, with any such approval being as customarily provided for the lesser percentage of completion)	Construction (or further design, as applicable)
Governmental Authorizations	Construction

Additionally, prior to PG&E performing Work under Section IV of this Exhibit for a particular Point of Interconnection, (1) the Parties must agree on the final delineation of PDRIs and ADRIs associated with the particular Point of Interconnection and (2) Authority must provide PG&E with written authorization to proceed for said Point of Interconnection.

8.3 Correspondence

(a) **Correspondence Generally.** Except as provided in Exhibit D Section 15, correspondence between PG&E and Authority will be through the PG&E Program Representative and a designated Authority Contract Manager and Representative of Authority’s Rail Delivery Partner, as described below. The designated representatives from the Parties will communicate with their respective employees, agents, Contractors, consultants, or advisors on all items pertaining to this Agreement. Each Party shall have the ability to communicate technical project information over multiple mediums including; phone, email, or face-to-face. Other mediums may be used if available and as agreed to by both Parties.

(b) **Project Representatives – Authority and PG&E.** All inquiries during the term of this Agreement will be directed to the project representatives identified below:

AUTHORITY	AUTHORITY RAIL DELIVERY PARTNER	PG&E

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8.4 Meetings

(a) Progress Meetings. Progress meetings will occur once a month. Necessary participants include the Authority's Contract Manager, Rail Delivery Partner Program Representative, and PG&E's Program Representative or his/her delegee. The purpose of these meetings is to review progress with regard to: scope; deliverables (including estimation of budget expended compared to task completion); schedule; and tasks, together with an identification of any significant obstacles or issues that must be addressed either within the technical working group or that otherwise must be elevated to management. Progress meetings may occur via conference call, webinar or other suitable manner as required or otherwise agreed to by Authority and/or PG&E. Minutes shall be produced for each meeting that are agreed upon by both the Authority and PG&E. Deviations that appear to either party to have a trending effect in scope, tasks, schedule, and/or budget that could significantly affect the intent or performance of this agreement will be discussed at the progress meeting.

(b) Technical Meetings. Technical meetings will occur as required herein or requested by either Party. Technical meetings may occur via conference call, webinar, or other suitable manner as required or otherwise requested by Authority or PG&E. The purpose of these meetings will be to discuss technical issues related to this Agreement. The requesting Party will be responsible for the meeting content and provide an agenda of discussion topics prior to the meeting.

(c) Other Meetings. Other meetings may occur as required or requested by either Party and approved by Authority's Contract Manager to accomplish any task or deliverable described in this Agreement or any task necessary to further interconnection of the HSR System to the PG&E grid. These meetings may include additional parties not subject to this Agreement including, but not limited to: CPUC; local municipalities; State and Federal entities; or parties with an interest in the New Facilities. Before a third party is included in a meeting, however, reasonable notice will be given to the other Party.

EXHIBIT B:
BUDGET DETAIL

I. FUNDING REQUIREMENTS

A. It is mutually agreed that this Agreement shall be of no further force and effect if the California Legislature's Budget Act of the current year and/or any subsequent years covered under this Agreement ("Budget Act") does not appropriate sufficient funds for the work identified in Exhibit A. In this event, Authority shall have no liability to pay any funds whatsoever to PG&E or to furnish any other considerations under this Agreement and PG&E shall not be obligated to perform any provision of this Agreement.

B. After execution or commencement of this Agreement, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to either Party except for allowable cost of work performed by PG&E to the date it receives notice of cancellation; or 2) offer an Agreement amendment to PG&E to reflect the reduced amount, and any revised schedule.

C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

D. If at any time Authority becomes aware that funding will not be available, or has reasonable grounds for believing that funding may not be available to pay PG&E for work being performed by PG&E under this Agreement, or if the State Controller's Office will not honor an invoice due to a change in PG&E rates as contemplated below under "Compensation, Invoicing and Payment" Paragraph F, the Authority shall promptly notify PG&E in writing of the circumstances (Inadequate Funding Notice). Upon receipt of the Inadequate Funding Notice, PG&E may suspend its performance under the Agreement until Authority provides PG&E reasonable assurances that the funding deficiency has been resolved (which resolution, in the case of a rate change, may necessitate a contract amendment, notwithstanding the presumption to the contrary in such Paragraph F).

E. If at any time PG&E has reason to believe sufficient funding may not be available for the work identified in Exhibit A, it may contact Authority's Contract Manager to confer regarding its belief. In the event this communication with Authority's Contract Manager does not alleviate PG&E's concerns, PG&E may submit a written request for reasonable assurances from Authority as to the availability of sufficient funding. Authority will respond to any such request within ten (10) business days after receipt. In the event Authority has not provided reasonable assurances within ten (10) business days after Authority's receipt of PG&E's request, PG&E may suspend further performance of its work under this Agreement until such time as Authority provides reasonable assurances.

II. COMPENSATION, INVOICING AND PAYMENT

A. The total amount reimbursed by Authority for this Agreement shall not exceed \$36,034,000.

B. It is understood and agreed that this total is an estimate and the actual amount of work requested by Authority may be less. PG&E will be reimbursed only for actual costs incurred to perform reasonable and necessary PG&E Work at the rates indicated in Attachment 3.

EXHIBIT B:
BUDGET DETAIL

C. The Agreement amount was derived from the various categories and amounts set forth on Attachment 1 (Budget). The amounts on Attachment 1 are general estimates and are subject to change. It is further understood that the allocation of cost to a specific budget category is merely an estimate and that costs of a particular budget item may be reallocated to another item.

D. Invoices shall be in the form set forth in Attachment 2 and shall include subcontractor awardees and vendors' invoices. In addition to requirements listed above, subcontractor invoices shall also include indication of whether a subcontractor or vendor is a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.

E. Invoices shall include the Agreement Number, actual hours worked (by activity), actual direct labor costs (by activity), direct non-labor costs, and overhead allocations, and be on company letterhead, including address and contact information, addressed to the Authority's Financial Operations Section. As used herein, the term "activity" shall refer to the activities set forth in Attachment 1. The activities and the "not to exceed" billing rates and the overheads are set forth in Attachment 3. The following usual indirect and overhead charges attributable to the PG&E work hereunder will be 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 PG&E's work hereunder 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 Agreement, and may follow PG&E's own guidelines as to the amounts reimbursable to employees and documentation required therewith. Documentation to support PG&E's invoices should be retained by PG&E and will be available if requested as described in Exhibit C Section 4 of this Agreement. The form of the invoice is attached as Attachment 2, and may be changed without an amendment to this Agreement.

F. During the term of this Agreement, activities, overhead allocations, and rates listed in Attachment 3 may be changed without an amendment to this Agreement. Any increase in the "not to exceed" rate of an activity or overhead allocation listed on Attachment 3 must be in writing; on PG&E's letterhead; and identify the activity or overhead allocation, rate change, and reason for the rate or overhead allocation change. PG&E will make reasonable efforts to provide Authority with rate changes prior to the effective date of said change or as soon as reasonably possible thereafter. PG&E may apply a new rate to work performed by PG&E prior to notifying Authority of the new rate, provided that the new rates are provided to the Authority prior to receipt of any invoice for such work and the new rate does not exceed the "not to exceed" rate in Attachment 3 by more than 10% per year since the effective date of Attachment 3 (the date of this Agreement or the date PG&E provided an updated Attachment 3 as provided herein, as the case may be).

G. The Contract Manager shall approve the invoices for payment or provide PG&E with a Notice of Dispute within fifteen (15) days of receipt regarding any items for which the documentation provided by PG&E is deficient for payment.

H. Authority agrees to timely process payment requests for any services rendered under this Agreement that are not subject to a Notice of Dispute and pay undisputed costs within 45 days after

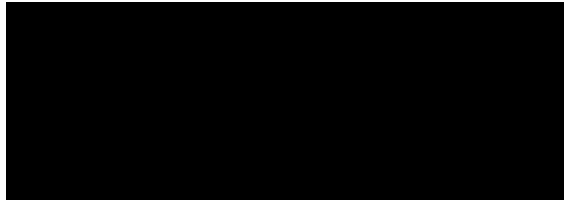
EXHIBIT B:
BUDGET DETAIL

receipt of three (3) copies of PG&E's itemized bill (as described below) or be subject to a late payment penalty pursuant to the California Prompt Payment Act (Cal. Gov't Code Section 927 *et seq.*).

I. PG&E shall provide 3 copies of the invoice for payment. Invoices shall be submitted no more than monthly in arrears to:

Financial Operations Section
California High-Speed Rail Authority
770 L Street, Suite 620, MS3
Sacramento, CA 95814
(1 Original & 1 Copy)

AND



J. The final project invoice shall state the final cost and all credits due Authority. The final invoice shall be submitted within 360 calendar days after completion of the PG&E Work.

III. TRAVEL AND PER DIEM RATES

As a regulated utility, the state government travel rates are not available to PG&E, therefore, PG&E shall be reimbursed for approved travel and per diem expenses pursuant to the current travel and per diem rates set forth in PG&E's travel policy

IV. CONTINGENT FEE

PG&E certifies, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees or bona fide established commercial or selling agencies maintained by PG&E for the purpose of securing business. For breach or violation of this certification, Authority has the right to annul this Agreement without liability, pay only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT C:
GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both Parties and approved by the Department of General Services, if required. PG&E may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on the Parties.
3. **ASSIGNMENT:** This Agreement is not assignable by PG&E, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** PG&E agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. PG&E agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. PG&E agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, PG&E agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **DISPUTES:** PG&E shall continue with the responsibilities under this Agreement during any dispute which may arise between PG&E and Authority regarding this Agreement. Notwithstanding any such dispute, Authority shall continue to make timely payments for services rendered under this Agreement that are not subject to the dispute. If a dispute regarding this Agreement arises, Authority and PG&E shall meet and endeavor to reach resolution. If a resolution cannot be achieved, the matter may be forwarded to the Chief Program Manager of Authority and the Director, State Infrastructure Projects of PG&E for resolution, and if no resolution is reached, either or both of the Parties may refer the matter to non-binding mediation.
6. **INDEPENDENT CONTRACTOR:** PG&E, and the agents and employees of PG&E, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of the State.
7. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, PG&E and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. PG&E and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. PG&E and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. PG&E and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or

EXHIBIT C:
GENERAL TERMS AND CONDITIONS

- other Agreement. PG&E shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
8. **TIMELINESS:** Time is of the essence in this Agreement.
 9. **COMPENSATION:** The consideration to be paid PG&E, as provided herein, shall be in compensation for all of PG&E's expenses incurred in the performance hereof, including travel, per diem, and sales taxes, unless otherwise expressly so provided.
 10. **GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
 11. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, PG&E acknowledges in accordance with Public Contract Code 7110, that:
 - a. PG&E recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. PG&E, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
 12. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
 13. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION:**
 - a. No commitment to achieve small business participation has been made under this Agreement.
 - b. No commitment to achieve disabled veteran business enterprise (DVBE) participation has been made under this Agreement.
 14. **LOSS LEADER:** If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
 15. **COMPLIANCE:** PG&E will, unless exempted, comply with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103)
 16. **DRUG-FREE WORKPLACE REQUIREMENTS:** PG&E will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

EXHIBIT C:
GENERAL TERMS AND CONDITIONS

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the Work will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Work.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and PG&E may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: PG&E has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 *et seq.*)

17. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: PG&E shall provide Authority with a fully executed National Labor Relations Board Certification in compliance with. Pub. Contract Code §10296 and shall update the Certification every three (3) years.
18. EXPATRIATE CORPORATIONS: PG&E shall not be an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and PG&E shall be eligible to contract with the State of California.
19. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, PG&E shall be in compliance with Public Contract Code section 10295.3.
20. CONFLICT OF INTEREST: PG&E needs to be aware of the following provisions regarding current or former state employees. If PG&E has any questions on the status of any person rendering services or involved with this Agreement, Authority must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

EXHIBIT C:
GENERAL TERMS AND CONDITIONS

a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If PG&E violates any provisions of above paragraphs, such action by PG&E shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

21. LABOR CODE/WORKERS' COMPENSATION: PG&E is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. PG&E will comply with such provisions before commencing the performance of the Work of this Agreement.
22. AMERICANS WITH DISABILITIES ACT: PG&E will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)
23. PG&E'S NAME CHANGE: An amendment is required to change PG&E's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
24. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA: PG&E is currently qualified to do business in California.
25. AIR OR WATER POLLUTION VIOLATION: Under the State laws, PG&E shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
26. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Contractors that are not another state agency or other governmental entity.

EXHIBIT D:
ADDITIONAL TERMS AND CONDITIONS

I. PG&E CONTRACTORS.

Nothing contained in this Agreement or otherwise shall create any contractual relation between Authority and any PG&E Contractors, and no PG&E subcontract shall relieve PG&E of its responsibilities and obligations under this Agreement. PG&E agrees to be as fully responsible to Authority for the acts and omissions of its Contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its Contractors and of persons either directly or indirectly employed by PG&E. PG&E's obligation to pay its Contractors is an independent obligation from Authority's obligation to make payment to PG&E. As a result, Authority shall have no obligation to pay or enforce the payment of any moneys to any PG&E Contractor.

1.1 No portion of the PG&E Work shall be contracted to a PG&E Contractor without written approval of such PG&E Contractor by Authority's Contract Manager, except that which is expressly identified in the Budget Detail (Exhibit B), and except to a Contractor who has already cleared Authority's "Organizational Conflict of Interest Policy" procedures with regard to a specific task.

1.2 Unless specifically noted otherwise, any sub-agreement in excess of \$25,000 entered into as a result of this Agreement shall contain those applicable provisions stipulated in this Agreement as are indicated by Authority in the "Terms and Conditions Applicable to PG&E Contractors" set forth in Exhibit F for incorporation in PG&E subcontracts.

1.3 For the avoidance of doubt, any approval of Authority pursuant to Section 1.1 shall be contingent solely upon the applicable Contractor clearing Authority's Organizational Conflict of Interest Policy procedures. For any consultants or Contractors added to this Agreement after execution, a conflicts analysis must be performed by the Authority prior to the individual/firm to be assigned any work. If requested by PG&E in writing, the Authority's conflict check process will be expedited otherwise the Authority shall process a conflict analysis within 30 calendar days after receipt. Authority assumes all responsibility for delays caused by such conflict clearance if the analysis extends beyond the above-referenced timeframes, as Authority acknowledges that it is routine and expected that PG&E will contract some of the PG&E work hereunder.

II. OWNERSHIP OF DATA

This Exhibit D § II does not extend to any data related in whole or in part to (1) property owned by PG&E or (2) the property intended to ultimately be deeded to PG&E pursuant to Exhibit D § X. With regard to the property intended to ultimately be deeded to PG&E, the Parties will jointly own said property and related intellectual property rights, reports, documents, plans, specifications, and estimates produced as part of this Agreement until such time as the property is deeded to PG&E, at which time PG&E will own such property and related rights.

EXHIBIT D:
ADDITIONAL TERMS AND CONDITIONS

2.1 During the term of this Agreement and upon completion of any and all Work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. PG&E shall furnish the Authority all necessary copies of data needed to complete the review and approval process.

2.2 Generated data shall be the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement.

2.3 It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy, and electronic or machine readable form, are intended for one-time use in the Construction of the project for which this Agreement has been entered into.

2.4 PG&E is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the Authority of the electronic machine readable information and data provided by PG&E under this Agreement; further, PG&E is not liable for claims, liabilities or losses arising out of, or connected with, any use by the Authority of the project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by PG&E.

2.5 PG&E shall be responsible to ensure that any Contractor providing any work or service under this Agreement shall be made aware and shall abide by all of the provisions of this Ownership of Data clause.

III. CONFIDENTIALITY OF DATA

Financial, statistical, personal, technical, or other data and information relative to a Party's business operations, which is designated confidential by such Party and made available to the other Party under this Agreement, shall be governed by the Nondisclosure and Use of Information Agreement between the Parties, dated on or about January 27, 2010 (the "Existing NDA"). Under the Existing NDA, certain third parties are required to execute a Nondisclosure Certificate agreeing to be bound by certain terms as described in the Existing NDA.

Furthermore, pursuant to PG&E Electric Rule 9.M, to preserve customer privacy, PG&E will not release any Authority-related confidential information, including financial information, to a third party without the Authority's written consent. Privacy and security of customer usage information will be maintained in accordance with PG&E's Electric Rule 27, Privacy and Security Protections for Energy Usage Data and with CPUC decisions and other PG&E tariffs on customer confidentiality including, but not limited to CPUC Decisions 90-12-121, 00-12-037 and 01-07-032.

IV. CONFLICT OF INTEREST.

PG&E and its employees, and all subcontractors, vendors and service providers or other individuals/entities providing work under this Agreement, shall comply with Authority's Organizational Conflict of Interest Policy.

EXHIBIT D:
ADDITIONAL TERMS AND CONDITIONS

V. COST PRINCIPLES.

5.1 PG&E agrees to comply with OMB A-87, OMB A-122, OMB A-21 or 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.*, as applicable, to determine the allowability of individual items of cost.

5.2 PG&E agrees to comply with 49 C.F.R. Part 18 or 49 C.F.R. Part 19, as applicable.

5.3 Any costs for which payment has been made to PG&E that are determined by subsequent audit to be unallowable under OMB A-87, 49 C.F.R. Part 18, OMB A-122, 49 C.F.R. Part 19, 49 C.F.R. Part 31, as applicable, are subject to repayment by PG&E to Authority.

5.4 Any sub-agreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions of this clause.

VI. THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

By entering into this Agreement that mentions or refers to The California Environmental Quality Act (CEQA), Environmental Impact Report (EIR) and state environmental permitting laws/agencies and initially authorizes related work, Authority does not: (a) waive Authority's rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts CEQA's application to the HSR Project; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the HSR Project.

VII. TERMINATION.

7.1 **Termination for Cause:** Authority reserves the right to terminate this Agreement in the event of a material breach by PG&E provided Authority has first given PG&E written notice of such material breach and PG&E has not cured any such material breach within thirty (30) days of receipt of said notice, provided, however, that, in the case of a material breach that is not reasonably capable of being cured within the thirty (30) day cure period, PG&E shall have additional time to cure the breach if it diligently commences to cure the breach within such thirty (30) day cure period and diligently pursues such cure. All allowable costs which PG&E incurred in performing the Work prior to termination, shall be paid to PG&E.

7.2 **Termination for Convenience:** Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to PG&E if terminated for the convenience of Authority. In the event of termination for convenience, Authority 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.

EXHIBIT D:
ADDITIONAL TERMS AND CONDITIONS

7.3 Termination Issues For Contractors, Suppliers, And Service Providers: PG&E shall notify any Contractor and service or supply vendor providing services under this Agreement of the termination date of this Agreement. Failure to notify any Contractor and service or supply vendor shall result in PG&E being liable for the termination costs incurred by any Contractor and service or supply vendor for Work performed under this Agreement, except those specifically agreed to in the termination notice to PG&E.

7.4 Cost Principles Under Termination: Termination settlement expenses will be reimbursed in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42 (c) dealing with initial costs is not applicable to Architectural and Engineering Agreement terminations.

VIII. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

PG&E certifies that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised by or paid to any Authority agency employee. For breach or violation of this warranty, Authority shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the Work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

IX. STATE PREVAILING WAGES RATES

9.1 The Work called for in this Agreement may involve, in whole or in part, a “public work,” as that term is defined in Labor Code sections 1720 et seq., and one or more employees of PG&E or of one or more of PG&E’s Contractors may perform work to which federal and state prevailing wage laws, laws concerning apprentices, and other pertinent laws may apply. It is the obligation of the Contractor to determine whether these laws apply to any of the Work to be done pursuant to this Agreement.

9.2 To the extent that any of the Work done pursuant to this Agreement, including Work done pursuant to any subcontracts, falls within the definition of “public work” as set forth in Labor Code sections 1720 et seq., and involves “workers,” as that term is defined in Labor Code section 1723, the following provisions apply.

(a) The Contractor shall comply with all obligations imposed on contractors by Labor Code section 1776. Any subcontracts will contain a provision requiring subcontractors to comply with all obligations imposed on subcontractors by Labor Code section 1776.

(b) The Contractor agrees to comply with the provisions of Labor Code section 1775, as it exists now and as it may be amended from time to time during the duration of this Agreement.

(c) To the extent Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815 describe the obligations of a contractor or subcontractor engaged in a public work, those obligations are made a part of this Agreement as though fully set forth. Any contract executed between the Contractor and a subcontractor shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and shall provide that the subcontractor shall comply with the provisions of those sections.

EXHIBIT D:
ADDITIONAL TERMS AND CONDITIONS

(d) The Contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in anyone calendar day and 40 hours in any one calendar week in violation of the provisions of this Section 9.2.

(e) In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will be required to secure the payment of compensation to its employees.

9.3 To the extent the Contractor or any subcontractor employs apprentices or employs workers in any apprenticeable craft or trade, it shall be the responsibility of the Contractor to see to it that the Contractor and the subcontractors comply with Labor Code section 1777.5, as it now exists and as it may be amended from time to time during the duration of this Agreement.

X. STANDARD OF CARE

Any Contractor, in performing professional services under this Agreement, owes Authority the following duties of care:

10.1 The duty to use the care and skill ordinarily possessed by reputable member of the professions practicing in the same or similar locality under similar circumstances

10.2 The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

XI. SAFETY

The Parties and Contractors hired to perform work under this Agreement will adhere to all applicable safety standards related to the ADRI's and PDRIs Unless otherwise provided, safety standards will be imposed and overseen by the Party with the responsibility for the Work as set forth in this Agreement. All Parties will take the necessary precautions and implement the necessary safety protocols to ensure a safe work environment.

XII. NO AUTHORITY TO BIND OTHER PARTY

Neither Party nor any Contractor hired by such Party, regardless of its being included on the Approved Contractors list, shall bind or purport to bind the other Party, except as may be specifically authorized in this Agreement or another agreement between the Parties.

XIII. COOPERATION AND CONTROL OF COSTS

As part of the design, engineering and permitting identified in this Agreement both the Authority and PG&E will cooperate and use all commercially reasonable efforts in controlling and limiting the cost of all labor contracted for pursuant to this Agreement.

XIV. LEGAL NOTICES

14.1 This Section XIV is not intended to apply to routine communications between the Parties related to the progress of the Work. This clause applies to situations where notice is required to be given

EXHIBIT D:
ADDITIONAL TERMS AND CONDITIONS

under this Agreement or the Parties are asserting their legal rights and remedies. This section is not intended to replace any other applicable legal requirements.

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

PG&E:	Authority:
Law Department Pacific Gas and Electric Company 77 Beale Street, Mail Code B30A San Francisco, CA 94105 Attn: Lead Counsel, Environmental and Real Estate Telephone: (415) 973-7503	Thomas Fellenz, Chief Counsel California High-Speed Rail Authority 770 L Street, Suite 620 MS1 Sacramento, CA 95814 Telephone: (916) 324-1541

14.3 The project representatives identified pursuant to Section 10.3(b) shall be notified via email when a notice is sent.

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

XV. NOTICE OF DEVELOPMENT

Each Party will notify the other Party's representative(s) described in Section 10.3(b) of (a) any material disputes with third parties which may adversely affect such other Party and (b) material applications for, and receipt of, Governmental Authorizations which may involve the other Party.

XVI. LIABILITY

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

16.2 Authority agrees to indemnify and hold PG&E, its officers, board members, directors, employees, affiliates and subsidiaries harmless against any loss and damage which shall be caused by any wrongful or negligent act or omission of Authority or any Contractor in the course of their employment arising from or connected with Authority's Work under this Agreement, provided, however, that this

EXHIBIT D:
ADDITIONAL TERMS AND CONDITIONS

indemnity shall not extend to that portion of such loss or damage that shall have been caused by PG&E's comparative negligence or willful misconduct. Authority's indemnity obligations under this Agreement shall terminate upon the completion of the Work, except for such claims or actions that may arise during the course of the Work. The foregoing indemnity shall not relieve PG&E of its obligations under any express indemnity provision set forth in any Private Right-of-Way of PG&E.

XVII. NO CONSEQUENTIAL DAMAGES

Neither Authority nor PG&E, or their respective Contractors, subcontractors, agents, representatives, affiliates, servants, independent contractors, officers, directors, employees, successors and assigns shall be liable to the other for any consequential or indirect damages, excluding damages for willful misconduct or gross negligence, including loss of funding, whether foreseeable or not, arising out of, or in connection with such Party's failure to perform its obligations hereunder. The provisions of this Section shall survive the termination or expiration of this Agreement.

XVIII. PG&E SUBJECT TO CPUC AND FERC

Authority understands that PG&E is a public utility and is subject to regulation by the CPUC for certain actions and operations and by the FERC for certain actions and operations. Authority further understands that PG&E is required to comply with all applicable orders, rules, regulations, policies and administrative practices ("CPUC and FERC Rules") prescribed by the CPUC and FERC. Authority will not require PG&E to perform any act or fail to perform any act, or require any action, which would cause PG&E to be in violation of CPUC and FERC Rules.

XIX. AGREEMENT TO BE FILED WITH CPUC AND FERC

Authority understands that this Agreement will be filed with CPUC and FERC and that aspects of this Agreement, as applicable, are subject to the approval of the CPUC and FERC.

XX. INSUFFICIENT BUDGET FOR PG&E WORK

Authority understands and agrees that (a) estimates of expenditures and the time by when a certain amount will be spent are inherently imprecise, often depending on third-party input, which can be delayed, and on other unknowns, (b) PG&E may cease work if Authority does not increase the contract amount set forth in Section 3 of the STD 213 by the time PG&E reaches 90% of the contract amount, (c) if PG&E ceases work under this Section, PG&E may not provide a complete work product to Authority, and the amount necessary to complete the PG&E Work may increase due to the work stoppage, and (d) while PG&E understands that Authority may not expend more than the contract amount, PG&E cannot guarantee that its costs for the PG&E Work will not exceed the contract amount.

EXHIBIT E:
TERMS AND CONDITIONS APPLICABLE TO AUTHORITY CONTRACTORS
("PG&E FLOWDOWN TERMS")

1. Contractors Selection.

Any Contractor performing Authority Work shall have been approved in writing by PG&E for the particular type of Work which will be performed by that Contractor and shall have in place with PG&E a Non-Disclosure Agreement in PG&E's customary form. Authority shall only solicit bids from qualified Contractors who shall: (i) be licensed in California for the appropriate type of work (electrical, general, etc.) and (ii) employ workers properly certified for specific skills required (plastic fusion, welding, etc.). Electric workers shall be properly qualified (Qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2).

2. Chain of Responsibility

With respect to work related to ADRI's under this Agreement, Authority shall be responsible for ensuring (i) that Contractors are informed of the applicable requirements of this Agreement, including without limitation the PG&E Flowdown Terms, as defined below, and (ii) that Contractors in fact comply with applicable provisions of this Agreement. PG&E shall have reasonable access during all phases of the Work for the purpose of inspection and monitoring to assure itself that the Work is being completed in accordance PG&E's standards and specifications.

3. Flowdown Terms

Terms of this Agreement to include in Authority's agreements with Contractors for procurement, design and Construction of ADRI's are set forth below ("PG&E Flowdown Terms"); provided that in Authority's discretion, it may include in its contracts additional terms hereof. The PG&E Flowdown Terms will apply to the Work beyond supervision and management; Authority employees will not perform this Work.

4. PG&E Flowdown Terms

A. Recitals.

California High-Speed Rail Authority ("Authority") and Pacific Gas and Electric Company ("PG&E") are parties to an Engineering and Permitting Agreement (HSR ____ -- the "E&P Agreement"). Under the E&P Agreement, Authority is responsible for engineering and permitting of certain electric transmission and other facilities (the "Work") which will interconnect Authority's HSR Project [*This defined term to conform to what is used in the subcontract.*] to PG&E's system. _____ [*Name of Subcontractor*] ("XYZ") [*Insert identifying name for the Subcontractor instead of "XYZ", but it cannot be "Subcontractor" since that has its own definition*] has contracted with Authority or a Subcontractor pursuant to the _____ [*Name and date of subcontract*] ("Subcontract") [*Another term could be used here for the subcontract – conform throughout*] to provide services and materials as part of the Work. Authority is bound by certain terms under the E&P Agreement as to which compliance will be required also of XYZ. Consequently, the Subcontract hereby incorporates by reference the following terms.

EXHIBIT E:
TERMS AND CONDITIONS APPLICABLE TO AUTHORITY CONTRACTORS
("PG&E FLOWDOWN TERMS")

B. Definitions.

"Subcontractor" means XYZ and any subcontractor at any level performing the work or providing the materials which XYZ has agreed to perform and provide hereunder.

"You" means XYZ and any Subcontractor; and "Your" is the possessive of "You."

C. Exemptions.

If You believe that any of the terms and conditions set forth in Section D below does not or should not apply to You, You may request that the party with whom You have contracted obtain concurrence from Authority, which will in turn seek concurrence from PG&E. Absent written acknowledgment from PG&E that any such term and condition does not apply to You, they all do.

D. Flowdown Terms.

1. Safety Precautions and Protection of Property.

- a. *Regulations and Conduct of Work:* You shall plan and conduct the Work to safeguard persons and property from injury. You shall direct the performance of the Work in compliance with reasonable safety and work practices and with all applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health, including the wearing of the appropriate Personal Protective Equipment (PPE) at the worksite. Work in areas adjacent to electrically energized facilities and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. PG&E may designate safety precautions in addition to those in use or proposed by Authority. PG&E reserves the right to inspect the Work and to halt Construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that You follow said practices and applicable laws, rules, and regulations, nor adherence thereto by You, shall relieve You of the sole responsibility to maintain safe and efficient working conditions.
- b. *PG&E's Safety Program.* You represent and warrant that You will perform all applicable Work in compliance with PG&E's Contractor Safety Program Standard Contract Requirements, as may be modified from time to time. The Contractor Safety Program Standard Contract Requirements can be located and downloaded at: www.pge.com/contractorsafety and are hereby incorporated by reference into this Agreement. Notwithstanding the above, You are the "controlling employer" as defined under Cal OSHA and will remain responsible for all fines and liability arising from violation of the Contractor Safety Program Standard Contract Requirements and Legal Requirements.
- c. *Stopping the Work:* PG&E reserves the right to inspect the Work to ensure compliance with reasonable and safe work practices and with all Applicable Law. If PG&E at any

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time observes You performing the Work in an unsafe manner, or in a manner that may, if continued, become unsafe, then PG&E may require the applicable person to stop the performance affected by the unsafe practice and not continue until it can be completed safely. PG&E may designate safety precautions in addition to those in use or proposed by You. PG&E's rights under this section shall not relieve You of the sole responsibility to maintain safe and efficient working conditions.

- d. *Controlled Site Access:* A distinctive visible identification badge shall be furnished by Authority and worn by Your employees when on PG&E's property. Your guests and visitors shall secure a permit from PG&E to enter any part of the worksite which is PG&E property, and will be logged in and out of the property with PG&E retaining the permit at the time of logging out. Your employees shall not enter electrically energized equipment areas or other areas out of Construction limits except with written permission.
- e. *Construction Regulation:* You will at all times while performing Your obligations under this Agreement comply with the requirements of CPUC General Orders 95 (Overhead Electric Construction Standards), 112E (Gas System Construction Standards) and 128 (Underground Electric Constructions Standards), as they apply to this Agreement. It will be Your duty and responsibility while performing any cutting or welding to comply with the safety provisions of the National Fire Protections Association's "National Fire Codes", and Factory Mutual Engineering's cutting and welding procedures and the applicable requirements specified in PG&E's associated documents.
- f. *Work and Safety Program:* You will have a work and safety program and rules for the Work. You shall enforce Your work and safety requirements for all Work performed on the work site. You will ensure that all Your personnel receive, read and sign a copy of the work and safety rules. You shall retain proof of compliance for PG&E's inspection upon request. You will designate a safety contact person for all matters concerning Your work and safety programs.
- g. *First-Aid Facilities:* If first-aid facilities are required, You shall furnish, stock, and provide the necessary qualified personnel to maintain such first-aid facility at Your expense. Nothing contained in this Agreement shall relieve You from providing and maintaining all stretchers, blankets, first-aid material, and first-aid kits as required by applicable safety order of the State of California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) or as required by other federal, state or local laws, rules or regulations.
- h. *Standby Vehicle(s):* If one or more standby vehicles is required for the transporting of seriously injured personnel, You shall furnish, maintain and operate such vehicle(s) at Your expense. If a standby vehicle is provided for transporting seriously injured project personnel to medical facilities, You shall have available specifically assigned workers who are qualified to drive the vehicle and to care for the injured in case of emergency.
- i. *Site Safety Plan:* When required by federal OSHA regulations (29 CFR 1910.120), by other Legal Requirements, or by PG&E, You shall provide a written site safety plan for

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acceptance by PG&E and the applicable regulatory agency(s) as required, prior to commencement of Work. The site safety plan shall establish policies and procedures for protecting the health and safety of personnel during all operations conducted at a site with Hazardous Materials or suspected Hazardous Materials. The plan shall contain information about the known or suspected hazards, routine and special safety procedures that must be followed, and other instructions for safeguarding the health and safety of all affected personnel.

- j. PG&E's receipt of Your emergency action plan, safety plan, environmental plan or any other safety and health related information does not imply that PG&E endorses the plan. You are solely responsible for performing the Work in compliance with all Legal Requirements.

2. Standards. You shall perform the Work generally using Good Utility Practice, and otherwise in compliance herewith. Your engineering, procurement and Construction of PG&E's Facilities shall comply with all requirements provided by, or made available by, PG&E, to Authority or to You which pertain to engineering, procurement or Construction of PG&E's Facilities. For the avoidance of doubt, PG&E will provide and make available such requirements in the same manner as PG&E would to other entities constructing facilities to ultimately be owned by PG&E, in some cases through access to information on PG&E's website. Without limitation, You will comply with (a) PG&E's Transmission Interconnection Handbook, found here: http://www.pge.com/includes/docs/pdfs/shared/rates/tariffbook/ferc/tih/combined_version_handbooks.pdf and (b) PG&E's "Greenbook" Guiding Principles for Interconnection, found here: <http://www.pge.com/en/myhome/servicerequests/building/greenbook/manual.page>.

3. GO 176. You acknowledge that the design of electric and gas utility facilities within Authority's right-of-way is governed by General Order 176 ("GO 176") adopted by the CPUC. Designs for PG&E's Facilities which will be located within Authority's right-of-way must meet the requirements of GO 176. Any proposed alternative design will be determined on a case by case basis and will require written approval from Authority, as provided for within GO 176.

4. NERC Requirements. Pursuant to a directive from the North American Electric Reliability Corporation ("NERC"), all employees and contractors with unescorted access to facilities and functions that PG&E deems critical to the support of the electricity infrastructure ("Critical Facilities") must undergo employment background screening and training before being granted access to any PG&E facilities. PG&E has included in the category of those with "unescorted access" all Authority and subcontractor personnel ("Individual") working within Critical Facilities. The following requirements apply to any Work subject to the NERC requirements:

- a. The background screening program for each Individual includes each of the following: (i) Social Security number verification; (ii) county criminal check (up to three counties where the applicant /employee has lived in the past seven years); and (iii) "Global Watch" (check of 19 Federal and International Terrorist Watch lists).

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- b. The NERC directive also requires that Authority or its subcontractor administer to each Individual with access to Critical Facilities an initial and annual PG&E web-based training session. This training program will also be provided in CD and hard copy format.
- c. Following conclusion of an acceptable background check and certified completion of the above training courses, You will provide PG&E's corporate security department with a completion confirmation for each Individual. PG&E will issue each Individual a keycard to access the designated PG&E facility to which they are assigned. PG&E will deny access to Critical Facilities to any Individual who has not passed clearance.

5. Outsourced Gas Asset Management Activities.

- a. You must comply with the terms and conditions of PG&E's Outsourced Gas Asset Management Activities Program ("OGAMAP") in the performance of all Work performed for PG&E's gas operations organization. The OGAMAP requires that You demonstrate a strong commitment to gas safety excellence and maintain appropriate controls over the gas infrastructure supply chain. Any Work performed for PG&E must be completed in full compliance with the following, as it may be modified from time to time: (i) PG&E's Code of Conduct for Contractors, consultants, subcontractors, suppliers and vendors as found through this link (which code of conduct is incorporated by reference herein): http://www.pge.com/includes/docs/pdfs/b2b/purchasing/contractor_consultant_and_supplier_code.pdf; (ii) PG&E's Gas Asset Management Policy TD-01; (iii) PG&E's Gas Asset Management Strategy and Objectives; (iv) PG&E's Gas Operations process for raising safety concerns and issues; and (v) all terms, conditions, and specifications for Work set forth herein.
- b. Should PG&E require, You will obtain a complete understanding of Your role(s) supporting PG&E in a gas emergency. As a reference guide, PG&E will provide You with a copy of PG&E's Gas Emergency Response Plan Volumes 1 and 2 and Gas Safety Plan provided to increase knowledge and understanding of providing a safe, efficient and coordinated response to emergencies affecting gas transmission and distribution systems. These documents provide emergency response guidance consistent with the Incident Command System.
- c. You will access and download a copy of PG&E's Code of Conduct for Contractors, consultants, suppliers and vendors at the link provided in Section 4(a). You will receive an email invitation to access PG&E's third party internet site www.poweradvocate.com to obtain access and to download the documents referenced in Sections 5(a)(ii) – (iv) and Section 5(b).
- d. You represent, warrant, and certify that You and Your employees performing Work under this Agreement have been provided, and have reviewed, the above-referenced documents and agree to comply with all terms and conditions contained in those documents.

6. Injury and Illness Prevention Program. In the performance of the Work, You acknowledge that You have an effective injury and illness prevention program which meets the requirements of all Applicable Laws, including but not limited to Section 6401.7 of the California Labor Code. You will ensure that any Subcontractor hired to perform any portion of the Work also has an effective injury and illness prevention program.

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7. Work on PG&E or Customer Property. The following provisions apply to the extent that the Work requires You (collectively, "Personnel") to have access to PG&E assets, premises, customer property, or logical access to PG&E data or systems (collectively, "Access").

a. Criminal Background Checks.

- i. You warrant and represent that You will not assign any Personnel to work requiring Access unless You have performed a criminal background check on each such individual (either at the time of hiring or during the course of employment). Prior to assigning work requiring Access to any Personnel with one or more criminal convictions during the last seven years, You must consider the gravity of the individual's offense, the time since the conviction, the successful completion of parole/probation, the individual's age at the time of conviction, the number of convictions, and the stability of the individual, including favorable work history. You will also consider the relation of the offense to the nature of the work or service the individual will perform.
 - ii. Notwithstanding the foregoing, You will not, under any circumstances, grant Access to an individual with one or more convictions for a "Serious Offense(s)", which is defined as violent and sex offenses, crimes against children, domestic violence, fraud, theft (including but not limited to identity theft), embezzlement, all felonies during the last seven years, and/or two or more DUIs in the past three years.
 - iii. You will maintain documentation related to Your criminal background check investigation for all Personnel requiring Access and make it available to PG&E for audit if requested.
 - iv. You also agree to notify PG&E if any of Your Personnel requiring Access are charged with or convicted of a Serious Offense during the course of Your performance under this Agreement.
- b. *Fitness for Duty.* You must ensure that Your Personnel granted Access report to work fit for duty. Personnel with Access may not consume alcohol while on duty and/or be under the influence of drugs that impair their ability to work safely. PG&E expects each supplier to have policies in place that requires their employees report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under medication that creates drowsiness. As a federal contractor, PG&E does not recognize or allow work to be completed under the influence of marijuana, whether or not is it used for medical reasons.
- c. *Eligibility for PG&E Work.* When assigning any Personnel to perform Work requiring Access, You will submit each person's full name and the last four digits of their social security number to PG&E at the following e-mail address: RecruitingOperations@pge.com. PG&E reserves the right to decline to accept any proposed Personnel, in which case You will promptly propose a replacement.

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8. Document Retention and Production Requirements.

- a. You agree to retain all documents and data, whether paper or electronic, created, collected or received for PG&E in the course of performing the Work, including without limitation, documents, data, plans, drawings, diagrams, investigative notes, field notes, tests, photographs, records, calculations, summaries, and reports; provided that You are not required to retain (i) draft versions of final written documents such as reports, presentations, or other written deliverables and (ii) documents that are inconsequential or ancillary to performance and documentation of the Work ("PG&E Documents") as follows:
- b. You will store PG&E Documents in a secure and organized manner. All PG&E Documents must be in legible form, whether paper or electronic. In managing and administering PG&E Documents, You will comply with the requirements of "The Generally Accepted Recordkeeping Principles®" (see www.arma.org), or with modified requirements approved in writing by PG&E.
- c. Upon completion of the Work, PG&E will specify which of PG&E Documents must be transmitted by You to PG&E ("PG&E Records"), provided however, unless otherwise agreed by PG&E:
 - i. You will transmit to PG&E, or provide PG&E access to, PG&E Records on request within 48 hours or sooner if needed (without limitation) for regulatory, CPUC, safety, audit and/or litigation requirements;
 - ii. PG&E may specify that PG&E Records be delivered to PG&E on a regular basis prior to completion of the Work;
 - iii. With respect to PG&E Documents not transmitted to PG&E as PG&E Records, You must retain all such documents for 24 months after completion of the Work ("Retention Period"). During the Retention Period, PG&E Documents will be retained by You at no additional cost to PG&E until disposed of in accordance with Section 7(f) below. To the extent PG&E requests You to retain PG&E Documents after the Retention Period, You and Your contracting counterpart will mutually agree on the terms and conditions of the additional Retention Period;
 - iv. If PG&E Records are kept in electronic form, the following formats are acceptable for transmission to PG&E: (A) PDF, CAD or TIFF for Drawings and diagrams and (B) PDF for all other documents. If PG&E Records transmitted to PG&E consist of data in a proprietary format, You will make available to PG&E the proprietary tools or software necessary to access the data including after the transfer of the data to PG&E. This subsection (iv) does not abrogate Your obligation to produce PG&E Records in an alternative format (e.g., a native format) if so agreed by You in the course of performance of this Agreement, in which case You will produce PG&E Records in each of the formats agreed.

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- d. PG&E Documents will be treated as confidential and will not be disclosed to others unless You are required to produce the documents pursuant to legal or regulatory requirements, in which case You will give PG&E maximum practicable advance notice before any production.
- e. You will maintain a system for back-up of electronic PG&E Documents (e.g., files or databases) so they will be preserved for retrieval in case the originals are lost or destroyed.
- f. If PG&E directs You to dispose of PG&E Documents, and provided the records retention period required by Authority has expired, You will do so in a confidential and secure manner, whether the format is electronic or paper. Proof of destruction of PG&E Documents will be submitted to PG&E upon request.
- g. If PG&E provides paper documents to You in order to convert them to digital electronic format, You will return both the paper documents and the documents converted to digital electronic format to PG&E.

9. Materials; Approved Material Suppliers.

- a. You shall be responsible for (i) procurement of all materials in accordance with PG&E requirements from PG&E-approved Material Suppliers ("Approved Material Suppliers"); (ii) material storage and security; (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 the responsible PG&E standards engineer. Equipment to be replaced shall be removed from the job site without undue delay.
- b. Prior to the installation of materials, You 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 Agreement, with the exception of equipment that is pending repair.
- c. Storage and handling of all material shall be in accordance with the applicable PG&E standards or manufacturer recommendations. Furnishing protective storage facilities for materials shall be Your responsibility.
- d. You acknowledge that there is a process for a supplier to become an Approved Material Supplier if it is not already on PG&E's list of approved material suppliers; and that You 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>.
- e. If You have a previous relationship with PG&E to supply materials or labor, the warranty under the Subcontract will be the same as applies for comparable materials or labor supplied by You directly to PG&E, and in any event shall be for a minimum of one year from the date of final acceptance of Your work by PG&E. The warranty terms, including duration, shall be provided to Authority. You agree that your warranty will be assigned by Authority to PG&E.

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- f. You will not request that PG&E procure for You or provide to You any materials whatsoever for incorporation in the HSR Project, except through a formal written communication by You to Authority. You will not incorporate any materials procured for You or provided to You by PG&E into the HSR Project unless you have a written agreement from PG&E allowing such incorporation, expressly describing the particular materials.
10. Underground Service Alert Notification. Before digging, You shall contact, "Underground Service Alert" (USA), and abide by its rules and procedures.
11. Gas Service Records. PG&E will provide to You "gas service records". The gas service records must be returned to PG&E with As-Built correction prior to acceptance and pressurization of the gas services.
12. Not to Bind PG&E. You shall not bind or purport to bind PG&E.
13. Remedy of Deficiencies. At any time during Construction, should any phase of the engineering, equipment procurement, or Construction of PG&E's Facilities not meet the standards and specifications required hereby, You shall be obligated to remedy deficiencies in that portion of PG&E's Facilities.
14. Insurance. PG&E shall be named as additional insured on any liability insurance policies required under this Agreement.
15. PG&E Access. At any time during Construction, PG&E shall have the right to gain unrestricted access to the Facilities installed under this Agreement by You, to conduct inspections of the same, and to be present during performance of Work. PG&E has the right to make field and shop inspections and material tests and to perform all of its customary QA/QC if it so elects. You agree that neither the making, nor the failure to make, inspections and tests nor the express or implied approval of the Work by PG&E shall relieve You from the responsibility to complete and guarantee the Work as specified. Rejected Work shall be remedied at Your expense.
16. Authority's Engineer(s). You shall require an Authority's Engineer to be in charge of each worksite, to supervise the Work, to exercise control as may be required and to be available to PG&E when Work is being performed.
17. Avoiding Inconvenience to PG&E's Customers. The Work shall be engineered, scheduled and performed so as to minimize outage time and other inconvenience to PG&E's customers.
18. Hazardous Materials. Upon discovery of Hazardous Material in connection with the Work, You shall confer with Authority to explore all reasonable alternatives and agree on a course of action, and You shall immediately reschedule the Work to complete the Work in accordance with Authority's reasonable schedule and in compliance with Applicable Law concerning the disposition of Hazardous Material. Each Party retains the right to pursue recovery of its share of any such Hazardous Material related costs from the other Party or third parties in accordance with existing law.

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19. Records.

- a. You shall provide documentation to warrant that the installed facilities meet or exceed the requirements of this Agreement and are installed in the proper location. In addition, You will provide As-Built Drawings and marked up service orders (when applicable) in a form specified by PG&E.
- b. You shall provide (A) Certified copies of PG&E's approved Qualification records for all welders/plastic joiners; and (B) Testing documents including calibration documents for testing equipment.

20. Prevailing Wage. Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by You, as one of Authority's contractors, is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. You shall verify compliance with this requirement.

21. Performing IBEW Represented Work.

- a. The provisions of this Section 21 will apply if You perform Work that is normally performed by PG&E employees represented by the International Brotherhood of Electrical Workers ("IBEW"), Local 1245.
- b. If PG&E identifies any Work as Construction work normally and historically performed by IBEW-represented PG&E employees in one of the following departments, then such Construction work must only be performed by a contractor who is signatory to an agreement with IBEW Local 1245 that covers the identified Work: Electric Transmission and Distribution (T&D), Gas T&D, or Substation Departments (collectively, the "Identified Departments"). You will not subcontract such Construction work to a non-signatory contractor or to a contractor who is signatory to a union other than IBEW Local 1245, unless such contractor has requested and received the prior written approval of PG&E, which approval may be contingent upon, among other things, receipt of any necessary third party approvals.
- c. The provisions of this Section 21 do not apply to (i) maintenance work normally and historically performed by IBEW-represented PG&E employees in the Identified Departments or (ii) Construction and maintenance work normally performed by IBEW-represented PG&E employees in all other PG&E departments (collectively, "Other Work"). For Work PG&E identifies as Other Work not subject to the requirements of this Section 21, Authority will pay its personnel wages that meet or exceed prevailing wages. For purposes of this Section 21(c), prevailing wages will be as defined by California Labor Code Sections 1770, 1773, and 1773.1.
- d. At PG&E's request, you will provide PG&E a certified copy of Your and Your subcontractors' payroll, including benefits, broken out by PG&E department for all Work that is subject to this Section 21.
- e. All requirements of this Section 21 will extend to subcontractors (inclusive of all tiers).

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- f. If the provisions of this Section 21 conflict with the requirements of other sections of this Agreement, this Section 21 will prevail.

22. Labor Relations.

- a. General. You shall promptly notify PG&E in writing of any labor dispute or anticipated labor dispute which may affect the time, performance or cost of the Work.
- b. Local Bargaining. In addition to Your legal obligations under the Labor-Management Relations Act, if You are a subscriber to a multi-employer bargaining association or group, You will, if PG&E directs, participate to the fullest extent in the collective bargaining of that group with any labor organizations claiming jurisdiction over any portion of the Work.
- c. Interim Agreements. You will not make interim agreements with labor unions during contract bargaining designed to avoid strikes sanctioned by an international union or by a local building trades council or engage in other activities which might undermine management efforts at the bargaining table.
- d. Strike. In the event of a labor dispute or strike by Your or Your subcontractor's (inclusive of all tiers) employees that threatens the progress or cost of the Work or PG&E's labor relations, or which disrupts PG&E's operations, or results in a secondary boycott at PG&E facilities, PG&E reserves the right to restrict additional hiring of Your or subcontractors' (inclusive of all tiers) employees, to suspend or discontinue Your or any subcontractors' (inclusive of all tiers) Work, or terminate this Agreement. This Section 22 will be applicable whether or not You or any of Your subcontractors (inclusive of all tiers) is directly involved in a labor dispute.
- e. Existing Union Contracts. You will not make any new labor agreements with any local Construction trade union affecting the performance of the Work or its cost to PG&E or Authority, independent of or in conflict with agreements in effect between the local contractors' association and the union, without first obtaining written approval from PG&E.
- f. National Agreements. You will, within 15 days after award of a contract or notice to proceed, whichever is later, for any Work hereunder, supply PG&E with copies of national agreements to which You are a party. No later than five days before the expiration of any local agreement which may affect the Work, You will meet with PG&E for the purpose of discussing the appropriate course of action.
- g. Jurisdictional Disputes. You and Your subcontractors (inclusive of all tiers) will take steps to resolve violations of collective bargaining agreements and jurisdictional disputes, including without limitation the filing of appropriate process with any court or administrative agency having jurisdiction to settle, enjoin, or to award damages resulting from violations of collective bargaining agreements or from jurisdictional disputes.
- h. Labor Supply. You will provide a sufficient number of skilled union workers to fulfill the requirements of this Agreement.

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- i. Apprentices. It is important to PG&E that the Work be performed in the most economical manner consistent with requirements of this Agreement. It is also in PG&E's best interest to have an adequate number of trained workers within its service area to perform Construction work that may be required. You will actively participate in union apprentice programs and exert Your best effort to maintain the maximum complement of apprentices in the field work force as permitted by the local collective bargaining agreements. You will employ during the performance of the Work the number of apprentices or trainees, or both, in each occupation, called for by each applicable labor agreement; will take whatever steps may be necessary to assure that 25% of the apprentices or trainees in each occupation are in their first year of training; and will agree to maintain and make available for inspection, upon PG&E's request, Your records on employment of apprentices, trainees, and journeymen, in each occupation.
- j. Use of Prefabricated Material. You will install prefabricated or preassembled equipment where specified or purchased by your contracting counterparty, or otherwise where it is deemed to be the most economical alternative fabricated in a union shop and without necessary change or rework.

23. Prior to performing any Work on "joint poles", i.e., those occupied by other utilities or users besides PG&E, You or Authority's Contractor will coordinate in a customary manner with all joint users, including sending advance notices of intent and performing pole loading calculations. After performing such Work, You will provide all relevant inputs to PG&E's software application which keeps records of joint pole users and configurations.

24. You will provide all relevant inputs to PG&E's "Fast Flow Estimating (FFE) Tool", a web based (cloud) software application, and/or any substitute or additional tool. It is designed to inventory/cost material for PG&E distribution gas and electric designs.

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("AUTHORITY FLOWDOWN TERMS")

1. Flowdown Terms: Terms of this Agreement to include in PG&E's agreements with Contractors ("Authority Flowdown Terms"); provided that in PG&E's discretion, it may include in its contracts additional terms herein. The definitions as stated shall apply to this section only.
2. Authority Flowdown Terms
 - a. Definitions
 - 1) "Agreement" means an agreement or contract entered into by PG&E, and includes subcontracts at all levels.
 - 2) "Authority" means the California High-Speed Rail Authority.
 - 3) "Contractor" means any individual, corporation, company, joint venture, partnership, trust, unincorporated organization or governmental person that enters into a contract with PG&E or another Contractor, as applicable, and includes subcontractors at all levels.
3. COST PRINCIPLES
 - a. Contractor agrees to comply with OMB A-87, OMB A-122, OMB A-21 or 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., as applicable, to determine the allowability of individual items of cost.
 - b. Contractor agrees to comply with 49 C.F.R. Part 18 or 49 C.F.R. Part 19, as applicable.
 - c. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under OMB A-87, 49 C.F.R. Part 18, OMB A-122, 49 C.F.R. Part 19, 49 C.F.R. Part 31, as applicable, are subject to repayment by Contractor to the Authority.
 - d. Any subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions of this clause.
4. AUDIT: Contractor agrees that the Authority, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

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5. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of the State.

6. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. **CHILD SUPPORT COMPLIANCE ACT:**

- a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

8. **COMPLIANCE:** Contractor will, unless exempted, shall comply with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103)

9. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:

EXHIBIT F
TERMS AND CONDITIONS APPLICABLE TO PG&E'S CONTRACTORS
("AUTHORITY FLOWDOWN TERMS")

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who performs tasks under this Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the tasks under this Agreement. (Gov. Code §8350 *et seq.*)

10. DOMESTIC PARTNERS: Contractor shall be in compliance with Public Contract Code section 10295.3.

11. AMERICANS WITH DISABILITIES ACT: Contractor will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)

12. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296)

13. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA: Contractor is currently qualified to do business in California.

14. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution

15. CONFIDENTIALITY OF DATA: Financial, statistical, personal, technical, or other data and information relative to the Authority's business operations, which is designated confidential by the Authority and made available to the Contractor under this Agreement, shall be governed by the Nondisclosure and Use of Information Agreement between the Authority and PG&E, dated XXX XX, XX (the "Existing NDA"). Under the Existing NDA, certain third parties are required to execute a Nondisclosure Certificate agreeing to be bound by certain terms as described in the Existing NDA.

16. CONFLICT OF INTEREST: Contractor and its employees, and all subcontractors, vendors and service providers or other individuals/entities providing work under this Agreement, shall comply with Authority's Organizational Conflict of Interest Policy. If Contractor hires any consultants, contractors or subcontractors to perform a task under this Agreement, Contractor must provide PG&E

EXHIBIT F
TERMS AND CONDITIONS APPLICABLE TO PG&E'S CONTRACTORS
("AUTHORITY FLOWDOWN TERMS")

with the consultant's, contractor's or subcontractor's information and a conflicts analysis must be performed by the Authority prior to the consultant, contractor or subcontractor performing work under this Agreement. Under no circumstances shall any individual/firm commence work under this Agreement without prior written approval from PG&E after a conflicts analysis by the Authority.

17. STATE PREVAILING WAGES RATES: The work called for in this Agreement may involve, in whole or in part, a "public work," as that term is defined in Labor Code sections 1720 *et seq.*, and one or more employees of Contractor or of one or more of Contractor's subcontractors may perform work to which federal and state prevailing wage laws, laws concerning apprentices, and other pertinent laws may apply. It is the obligation of the contractor to determine whether these laws apply to any of the work to be done pursuant to this Agreement.

To the extent that any of the work done pursuant to this Agreement, including work done pursuant to any subcontracts, falls within the definition of "public work" as set forth in Labor Code sections 1720 *et seq.*, and involves "workers," as that term is defined in Labor Code section 1723, the following provisions apply.

a. The Contractor shall comply with all obligations imposed on contractors by Labor Code section 1776. Any subcontracts will contain a provision requiring subcontractors to comply with all obligations imposed on subcontractors by Labor Code section 1776.

b. The Contractor agrees to comply with the provisions of Labor Code section 1775, as it exists now and as it may be amended from time to time during the duration of this Agreement.

c. To the extent Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815 describe the obligations of a contractor or subcontractor engaged in a public work, those obligations are made a part of this Agreement as though fully set forth. Any contract executed between the contractor and a subcontractor shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and shall provide that the subcontractor shall comply with the provisions of those sections.

d. The Contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in anyone calendar day and 40 hours in anyone calendar week in violation of the provisions of this article.

e. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will be required to secure the payment of compensation to his employees.

To the extent the Contractor or any subcontractor employs apprentices or employs workers in any apprenticeable craft or trade, it shall be the responsibility of the contractor to see to it that the Contractor

EXHIBIT F
TERMS AND CONDITIONS APPLICABLE TO PG&E'S CONTRACTORS
("AUTHORITY FLOWDOWN TERMS")

and the subcontractors comply with Labor Code section 1777.5, as it now exists and as it may be amended from time to time during the duration of this agreement.

18. **LIABILITY:** Contractor agrees to indemnify Authority against any loss and damage which shall be caused by any wrongful or negligent act or omission of Contractor or of its agents or employees in the course of their employment arising from or connected with Contractor's performance under this Agreement, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Authority's comparative negligence or willful misconduct. Contractor indemnity obligations under this Agreement shall terminate upon the completion of the tasks under this Agreement.

Project: **High Speed Rail
Interconnection**
Date Prepared: **7/12/2016**
Date Updated: **12/6/2016**
Prepared By: XXXXXXXXXX

**PG&E Engineering and Permits Contract (HSR 16-56) Estimated
Spend FY 2017/2018/2019 - Subject to Change**

Cost Category	Total
Project & Program Management	
2017	\$ 3,339,522
2018	\$ 4,855,583
2019	\$ 1,993,612
Total Project and Program Management	\$ 10,188,717
Engineering	
2017	\$ 1,473,403
2018	\$ 9,862,354
2019	\$ 1,454,347
Total Engineering	\$ 12,790,104
Construction Support	
2017	\$ 24,123
2018	\$ 191,583
2019	\$ 52,446
Total Construction Support	\$ 268,152
Land/Environmental/Permitting	
2017	\$ 1,044,185
2018	\$ 920,585
2019	\$ 87,114
Total Land/Environmental/Permitting	\$ 2,051,885
Overhead	
2017	\$ 684,758
2018	\$ 2,967,417
2019	\$ 1,983,011
Total Overhead	\$ 5,635,186
SUBTOTAL CATEGORIES	\$ 30,934,043
Contingency	\$ 5,099,957
TOTAL	\$ 36,034,000

ATTACHMENT 2 - INVOICE TEMPLATE

INVOICE

Pacific Gas and Electric

California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814

Invoice Date: [REDACTED]
Invoice- No: [REDACTED]
Project No: [REDACTED]
Contract No: [REDACTED]

Attn: Shareena Ali

For professional services and technical services rendered in connection with the
California High Speed Rail - Electric Power Delivery
Period of Performance: December 1 to December 31, 2015

Current Authorization Value	\$ [REDACTED]
Current Invoice	
Services Rendered from December 1 to December 31, 2015	\$ [REDACTED]
	\$ [REDACTED]
Outstanding Previous Charges	
HSR Invoice No. [REDACTED] (Services Rendered from November 1 to November 30, 2015)	\$ [REDACTED]
	\$ [REDACTED]
Total Amount Due	\$ [REDACTED]
Current Authorization Remaining *	\$ [REDACTED]

* Current Remaining Authorization amount includes the charges of \$ [REDACTED] for Invoices Nos. [REDACTED] through [REDACTED] that HSRA has paid to PG&E

[REDACTED], Principal Project Manager, Electric Transmission Line Project Management & Engineering

Please Remit Payment to :

Pacific Gas and Electric
Physical Address: [REDACTED]
[REDACTED]

Or -

ACH Payment Remittance Enrollment Details:

Federal Tax Identification Number: [REDACTED]
Bank Name: [REDACTED]
Branch: [REDACTED]
SWIFT: [REDACTED]
ABA: [REDACTED]
Bank Address: [REDACTED]
Bank Telephone: [REDACTED]
Account Name: [REDACTED]
Account Number: [REDACTED]
Account Type: Checking
Vendor Number: [REDACTED]
Cage/NCage Code: [REDACTED]
DUNS Number: [REDACTED]

ATTACHMENT 2 - INVOICE TEMPLATE

Client Organization	California High Speed Rail Authority	Invoice Number	0
Client Name	California High Speed Rail Authority	Invoice Date	
Client Address	770 L Street, Suite 620 MS 3 Sacramento, CA 95814	Billing Period Begin	
		Billing Period End	
Project	California High Speed Rail Interconnections	Amount Due	\$
		Payment Due	
Order Number(s)		PG&E Contact	

Scope of Work:

[Redacted Scope of Work Content]

Order [Redacted]

Description	Amount
[Redacted]	[Redacted]
Grand Total	[Redacted]

[Redacted Content]

Future Orders

[Redacted Future Orders Content]

ATTACHMENT 2 - INVOICE TEMPLATE

Client Organization	California High Speed Rail Authority	Invoice Number	0
Client Name	California High Speed Rail Authority	Invoice Date	
Client Address	770 L Street, Suite 620 MS 3	Billing Period Begin	
	Sacramento, CA 95814	Billing Period End	
Project	California High Speed Rail	Amount Due	\$
	Interconnections	Payment Due	
Order Number(s)		PG&E Contact	

Scope of Work:

[Redacted Scope of Work Description]

Order	
Description	Amount
[Redacted]	
Construction	
Contract	
Engineering	
Contract	
Labor	
Land & Environmental	
Labor	
Overheads	
Overheads	
Project Management	
Contract	
Labor	
Planning	
Contract	
Labor	
Miscellaneous	
Grand Total	

ATTACHMENT 2 - INVOICE TEMPLATE

Client Organization	California High Speed Rail Authority	Invoice Number	
Client Name	California High Speed Rail Authority	Invoice Date	
Client Address	770 L Street, Suite 620 MS 3	Billing Period Begin	
	Sacramento, CA 95814	Billing Period End	
Project	California High Speed Rail	Amount Due	\$
	Interconnections	Payment Due	
Order Number(s)		PG&E Contact	

Scope of Work:

[Redacted Scope of Work Content]

Order [Redacted]

Description	Values Amount	Labor Hours
[Redacted] WL - CA HiSpeed Train Interconnect Study	[Redacted]	[Redacted]
Construction		
Contract		
Electric Construction Contract		
Engineering		
Contract		
Consulting Services - Other	[Redacted]	
Consulting Services - Engineering	[Redacted]	
Engr/Dsgn & Engr, Proc & Constr Contract		
Labor		
Electric Estimating	[Redacted]	[Redacted]
Engineering Services	[Redacted]	[Redacted]
GIS Services		
Line Services Standard Time	[Redacted]	[Redacted]
Operating Services	[Redacted]	[Redacted]
Substation Eng Standard Time	[Redacted]	[Redacted]
System Protection Overtime		
System Protection Straight Time	[Redacted]	[Redacted]
Account Services	[Redacted]	[Redacted]
Land & Environmental		
Labor		
Environmental Planning & Permitting-Misc	[Redacted]	[Redacted]
Land Rights - Misc		
Land Surveying & Engineering Supprt-Misc	[Redacted]	[Redacted]
Manage L&EM		
Overheads		
Insur & Casualty Intercompany Surcharge	[Redacted]	
Pension/PBOP Intercompany Surcharge	[Redacted]	
Conference Facility Charge		
Project Management		
Contract		
Contracts		
Staff Augmentation - Labor		

ATTACHMENT 2 - INVOICE TEMPLATE

Invoice No.	Period Covered	Invoice Date	Invoice Amount	Estimate When Payment Rec'd	NEBS Bill Document	Payment Received
1	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SAMPLE

ATTACHMENT 2 - INVOICE TEMPLATE

Project Major Categories									
Category Number	Orders								
	Description								
1	Engineering	Engineering	Engineering	Engineering	Engineering				
2	Project Management	Project Management	Project Management	Project Management	Project Management				
3	Land & Environmental	Land & Environmental	Land & Environmental	Land & Environmental	Land & Environmental				
4	Construction	Construction	Construction	Construction	Construction				
5	Telecommunications	Telecommunications	Telecommunications	Telecommunications	Telecommunications				
6	Materials	Materials	Materials	Materials	Materials				
7	Overheads	Overheads	Overheads	Overheads	Overheads				
8	Miscellaneous	Miscellaneous	Miscellaneous	Miscellaneous	Miscellaneous				
9	Government Relations	Government Relations	Government Relations	Government Relations	Government Relations				
10	Planning	Planning	Planning	Planning	Planning				
11	Customer Impact	Customer Impact	Customer Impact	Customer Impact	Customer Impact				

Note: As the project moves forward, work groups/categories may be added or removed as they become relevant.

COST ELEMENT DESCRIPTION	RATE NOT TO EXCEED	QUANTITY	UNITS	INVOICE SUMMARY CALL OUT	NOTES
OVERHEAD COSTS / NOT TO EXCEED					
Estimating				Engineering	Applied to all contract and construction costs
Mapping				Engineering	Applied to all contract and construction costs
Service Planning				Engineering	Applied to all contract and construction costs
A&G				Overhead	Applied to all project direct labor costs
AFUDC				Overhead	Applied to all project costs when the project is anticipated to have 30 plus days of construction
Benefits				Overhead	Applied to all project direct labor costs
Building Services				Overhead	Applied to all project direct labor costs
Employee Benefits (Pension, PBOP's, LTD)				Overhead	Applied to all project direct labor costs
Fleet				Overhead	Applied to all project direct labor costs
Indirect Labor				Overhead	Applied to all project direct labor costs
Insurance and Casualty				Overhead	Applied to all project direct labor costs
IT Device Services				Overhead	Applied to all project direct labor costs
Material Burden				Overhead	Applied to all material costs
Minor Materials				Overhead	Applied to all material costs
Operational Management & Support				Overhead	Applied to all project direct labor costs
Paid Time Off				Overhead	Applied to all project direct labor costs
Payroll Taxes				Overhead	Applied to all project direct labor costs
HOURLY LABOR RATE / NOT TO EXCEED					
Account Services		1	HRS	Engineering	
Account Services DT		1	HRS	Engineering	
Account Services OT		1	HRS	Engineering	
Administration		1	HRS	Engineering	
Administrative Services - DT		1	HRS	Engineering	
Administrative Services - OT		1	HRS	Engineering	
Analyst Services		1	HRS	Engineering	
Analyst Services DT		1	HRS	Engineering	
Analyst Services OT		1	HRS	Engineering	
Build, Develop & Enhance		1	HRS	Engineering	
Build, Develop & Enhance - DT		1	HRS	Engineering	
Build, Develop & Enhance - OT		1	HRS	Engineering	
Civil Construction		1	HRS	Construction	
Civil Construction DT		1	HRS	Construction	
Civil Construction OT		1	HRS	Construction	
Civil Design Standard Time		1	HRS	Engineering	
Civil Design DT		1	HRS	Engineering	
Civil Design OT		1	HRS	Engineering	
Civil Eng Standard Time		1	HRS	Engineering	
Civil Eng DT		1	HRS	Engineering	
Civil Eng OT		1	HRS	Engineering	
Community Relations Services		1	HRS	Engineering	
Construction		1	HRS	Construction	
Construction DT Services		1	HRS	Construction	
Construction OT Services		1	HRS	Construction	
Consulting Services		1	HRS	Engineering	
Corrosion DT		1	HRS	Engineering	
Corrosion OT		1	HRS	Engineering	
Corrosion Service		1	HRS	Engineering	
Design Drafting Services		1	HRS	Engineering	
Design Drafting Services OT		1	HRS	Engineering	
Electric Estimating		1	HRS	Engineering	
Electric Estimating DT		1	HRS	Engineering	
Electric Estimating OT		1	HRS	Engineering	
Engineering Services		1	HRS	Engineering	
Engineering Services - DT		1	HRS	Engineering	
Engineering Services - OT		1	HRS	Engineering	
Engineering/Mapping		1	HRS	Engineering	
Engineering/Mapping DT		1	HRS	Engineering	
Engineering/Mapping OT		1	HRS	Engineering	
Environmental Planning & Permitting-Misc		1	HRS	Engineering	

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Environ Plan & Permit DT	1	HRS	Engineering	
Environ Plan & Permit OT	1	HRS	Engineering	
Environmental Services	1	HRS	Engineering	
Environmental Services - DT	1	HRS	Engineering	
Environmental Services - OT	1	HRS	Engineering	
Estimating Services	1	HRS	Engineering	
Estimating DT	1	HRS	Engineering	
Estimating OT	1	HRS	Engineering	
Field Services	1	HRS	Engineering	
Field Services DT	1	HRS	Engineering	
Field Services OT	1	HRS	Engineering	
Gas Estimating	1	HRS	Engineering	
Gas Estimating DT	1	HRS	Engineering	
Gas Estimating OT	1	HRS	Engineering	
GIS Services	1	HRS	Engineering	
GIS Services DT	1	HRS	Engineering	
GIS Services OT	1	HRS	Engineering	
Inspection Services	1	HRS	Construction	
Inspection Services DT	1	HRS	Construction	
Inspection Services OT	1	HRS	Construction	
Land Rights - Misc	1	HRS	Engineering	
Land Rights DT	1	HRS	Engineering	
Land Rights OT	1	HRS	Engineering	
Land Surveying & Engineering Supprt-Misc	1	HRS	Engineering	
Legal Services I	1	HRS	Engineering	
Line Design Standard Time	1	HRS	Engineering	
Line Design DT	1	HRS	Engineering	
Line Design OT	1	HRS	Engineering	
Line Services Standard Time	1	HRS	Engineering	
Line Services DT	1	HRS	Engineering	
Line Services OT	1	HRS	Engineering	
Maintain & Operate Svcs	1	HRS	Engineering	
Maintain & Operate Svcs DT	1	HRS	Engineering	
Maintain & Operate Svcs OT	1	HRS	Engineering	
Maintenance Services	1	HRS	Engineering	
Maintenance Services DT	1	HRS	Engineering	
Maintenance Services OT	1	HRS	Engineering	
Manage L&EM	1	HRS	Engineering	
Manage L&EM DT	1	HRS	Engineering	
Manage L&EM OT	1	HRS	Engineering	
Management Services	1	HRS	Engineering	
Management Services - DT	1	HRS	Engineering	
Management Services - OT	1	HRS	Engineering	
Mapping Services	1	HRS	Engineering	
Mapping Services DT	1	HRS	Engineering	
Mapping Services OT	1	HRS	Engineering	
Operating Services	1	HRS	Engineering	
Operating Services OT	1	HRS	Engineering	
Planning Services	1	HRS	Engineering	
Planning Services DT	1	HRS	Engineering	
Planning Services OT	1	HRS	Engineering	
Project Management Services	1	HRS	Engineering	
Project Management DT	1	HRS	Engineering	
Project Management OT	1	HRS	Engineering	
Records Management	1	HRS	Engineering	
SCADA Services	1	HRS	Engineering	
SCADA-DT	1	HRS	Engineering	
SCADA-OT	1	HRS	Engineering	
Substation Design Standard Time	1	HRS	Engineering	
Substation Design DT	1	HRS	Engineering	
Substation Design OT	1	HRS	Engineering	
Substation Eng Standard Time	1	HRS	Engineering	
Substation Eng DT	1	HRS	Engineering	

12/8/2015

Substation Eng OT		1	HRS	Engineering	
System Protection DT		1	HRS	Engineering	
System Protection OT		1	HRS	Engineering	
System Protection Straight Time		1	HRS	Engineering	
Technical Services		1	HRS	Engineering	
Technical Services-Transmission		1	HRS	Engineering	
Technical Svcs DT		1	HRS	Engineering	
Technical Svcs OT		1	HRS	Engineering	
Telecom M&C Svcs DT		1	HRS	Engineering	
Telecom M&C Svcs OT		1	HRS	Engineering	
Telecom M&C Svcs		1	HRS	Engineering	
Testing		1	HRS	Engineering	
Testing DT		1	HRS	Engineering	
Testing OT		1	HRS	Engineering	
Vegetation Mgmt Misc DT		1	HRS	Engineering	
Vegetation Mgmt Misc OT		1	HRS	Engineering	
Vegetation Management - Misc		1	HRS	Engineering	

5046-E
April 4, 2017

Attachment 6

Declaration & Confidentiality Matrix

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)

**DECLARATION SUPPORTING
CONFIDENTIAL DESIGNATION
ON BEHALF OF
PACIFIC GAS AND ELECTRIC COMPANY**

1. I, Brandon Ridley, am a Principal at Pacific Gas and Electric Company ("PG&E"), a California corporation. Gregg Lemler, the Vice President of Electric Transmission Operations of PG&E, delegated authority to me to sign this declaration. My business office is located at:

Pacific Gas and Electric Company
77 Beale St
Mailstop B28R
San Francisco, CA 94105

2. PG&E will produce the information identified in paragraph 3 of this Declaration to the California Public Utilities Commission ("CPUC") or departments within or contractors retained by the CPUC in response to a CPUC audit, data request, proceeding, or other CPUC request.
3. Title and description of document(s): **Please see the attachment to this declaration for details related to title and description of the confidential documents.**
4. These documents contain confidential information that, based on my information and belief, has not been publicly disclosed. These documents have been marked as confidential, and the basis for confidential treatment and where the confidential information is located on the documents are identified on the following chart, with further detail provided in Appendix A, which is incorporated into this declaration:

Check

Basis for Confidential Treatment

Where Confidential Information is located on the documents

Customer-specific data, which may include demand, loads, names, addresses, and billing data
(Protected under PUC § 8380; Civ. Code §§ 1798 *et seq.*; Govt. Code § 6254; Public Util. Code § 8380; Decisions (D.) 14-05-016, 04-08-055, 06-12-029; and General Order (G.O.) 77-M)

Personal information that identifies or describes an individual (including employees), which may include home address or phone number; SSN, driver's license, or passport numbers; education; financial matters; medical or employment history (not including PG&E job titles); and statements attributed to the individual
(Protected under Civ. Code §§ 1798 *et seq.* and G.O. 66-C)

Physical facility, cyber-security sensitive, or critical energy infrastructure data, including without limitation critical energy infrastructure information (CEII) as defined by the regulations of the Federal Energy Regulatory Commission at 18 C.F.R. § 388.113
(Protected under Govt Code § 6254(k), (ab); 6 U.S.C. § 131; 6 CFR §29.2)

Accident reports
(Protected under PUC § 315 and G.O. 66-C, 2.1)

Commercial records that, if revealed, would place PG&E at an unfair business disadvantage, including market-sensitive data; business plans and strategies; long-term fuel buying and hedging plans; price, load, or demand forecasts; power purchase agreements within three years of execution; and internal financial information
(Protected under Govt Code §§ 6254, 6276.44; Evid Code § 1060; Civ. Code § 3426 *et seq.*; and G.O. 66-C, 2.2 (b))

Proprietary and trade secret information or other intellectual property
(Protected under Civ. Code § 3426 *et seq.*; Govt Code § 6254.15)

Corporate financial records

Please see Appendix

A for details

Please see Appendix

A for details

Please see Appendix

A for details

(Protected under Govt Code § 6254.15)

Third-Party information subject to non-disclosure or confidentiality agreements

(See, eg., D.11-01-036)

Other basis: _____

5. The importance of maintaining the confidentiality of this information outweighs any public interest in disclosure of this information. This information should be exempt from the public disclosure requirements under the Public Records Act and should be withheld from disclosure.
6. I declare under penalty of perjury that the foregoing is true, correct, and complete to the best of my knowledge.
7. Executed on this 4th day of April, 2017 at San Francisco, California.



Brandon Ridley
Principal
Pacific Gas and Electric
Company

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)

ATTACHMENT TO DECLARATION

April 4, 2017

ATTACHMENT NAME	DOCUMENT NAME	CATEGORY OF CONFIDENTIALITY	LOCATION
HSR 10-10 CONF.pdf	Exhibit A: SOW and Deliverables - Contact Information	Personal information that identifies or describes an individual	Page 4
HSR 10-10 CONF.pdf	Exhibit A: SOW and Deliverables - 1. South San Francisco Interconnection Point (ATF-1) with Two Alternate Locations	Physical facility information	Page 10
HSR 10-10 CONF.pdf	Exhibit A: SOW and Deliverables - 2. Ravenswood/San Carlos Interconnection Point (ATF-2) with Two Alternate Locations	Physical facility information	Page 11
HSR 10-10 CONF.pdf	Exhibit A: SOW and Deliverables - 3. San Jose Interconnection Point (ATF-3) with Alternate Location	Physical facility information	Page 12
HSR 10-10 CONF.pdf	Exhibit A: SOW and Deliverables - 4. Gilroy Interconnection Point (ATF-4) with Alternate Location	Physical facility information	Page 13
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		describes and individual	
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HSR 14-37a1 CONF.pdf	High-Speed Rail Rate Sheet - Fully Burdened Rate (Includes Overhead)	Commercial records that, if revealed, would place PG&E at an unfair business disadvantage	Page 8
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LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Sheet 60

Name and Location of Customer		Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff	
PG&E Installation Reference No.	Schedule or Rule No.				Contract Difference	
<u>CORPORATE CENTER</u>						
<u>Federal Agencies</u>						
Dept. of Transportation Federal Aviation Admin.	Coml	3-12-79 5 Years*1	---	Rule 15	Cost of Ownership Charge	
General Services Administration	Res/Coml/Ind	12-10-14 10 Years	G.O.96-B Section 8.2.3	---	Areawide Agreement	
Dept. of Energy DOE Laboratories and Western Area Power Administration	Coml/Ind	3-17-99 10 Years	G.O.96-A,X.B.	---	Power Delivery Service	
<u>State Agencies</u>						
State of California Dept. of Transportation	Street and traffic operations	4-24-00	G.O. 96-A,X.B	LS-3, TC-1	Applicability Deviation and Addendum	
California High-Speed Rail Authority	Rail Operation	04-25-14	Ref. Advice Letter 3484-G/4443-E, 3484-G-A/4443-E-A, 3484-G-B/4443-E-B, and 3794-G/4986-E	Rules 15 and 16	Facility Relocation and Disconnection Procedures	
California High-Speed Rail Authority (HSR 10-10, HSR14-37 and HSR 16-56)	Rail Operation	Between 12-12-12 to 01-09-17	Ref. Advice Letter 5046-E	Rule 15 and 16	Special State Contract and Payment Process	(N) I (N)
U.S. Armed Forces	General Service	11-1-15	G.O. 96-B Section 8.2.3 Ref. Advice Letter 4717-E	Form 79-978	Deviations in Customer Generation Agreement for the U.S. Armed Forces to Implement SB 83 (2015)	
California Department of Corrections and Rehabilitation	General Service	10-16-15	G.O. 96-B Section 8.2.3 Ref. Advice Letter 4724-E	Forms 79-978 and 79-992	Deviations in Customer Generation Agreements for the California Department of Corrections and Rehabilitation	
<u>Supplemental Power</u>						
N62474-67-0101 U.S. Navy: Vallejo, Stockton, Dixon, Lemoore and Moffett Field	Supplemental	10-1-66 9-30-76	G.O.96-A,X.B. 11-28-67	---	Special Rate	
DWR-855503 State of California Dept. of Water Resources State Water Project	Trans. & Exchange	11-18-66	G.O.96-A,X.B. 12-18-68	---	Special Rate Transmission, Exchange and Substation Service	
Developers/Subdividers						
Various Developers, Lot-sale Subdivisions: 24 Cash Advances 35 Performance Bonds 53 Letters of Credit	Domestic Service	Various	Res. E-1316 3-21-72	Rule 15	Annual Charge for Excess Facilities	

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

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Advice Decision 5046-E

Issued by
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Vice President, Regulatory Affairs

Date Filed
Effective
Resolution

April 5, 2017



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Sheet 21

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Maps, Contracts and Deviations

SERVICE AREA MAPS

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

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

AT&T	Division of Ratepayer Advocates	Office of Ratepayer Advocates, Electricity Planning and Policy B
Albion Power Company	Don Pickett & Associates, Inc.	OnGrid Solar
Alcantar & Kahl LLP	Douglass & Liddell	Pacific Gas and Electric Company
Anderson & Poole	Downey & Brand	Praxair
Atlas ReFuel	Ellison Schneider & Harris LLP	Regulatory & Cogeneration Service, Inc.
BART	Evaluation + Strategy for Social Innovation	SCD Energy Solutions
Barkovich & Yap, Inc.	G. A. Krause & Assoc.	SCE
Bartle Wells Associates	GenOn Energy Inc.	SDG&E and SoCalGas
Braun Blaising McLaughlin & Smith, P.C.	GenOn Energy, Inc.	SPURR
Braun Blaising McLaughlin, P.C.	Goodin, MacBride, Squeri, Schlotz & Ritchie	San Francisco Water Power and Sewer
CENERGY POWER	Green Charge Networks	Seattle City Light
CPUC	Green Power Institute	Sempra Energy (Socal Gas)
CalCom Solar	Hanna & Morton	Sempra Utilities
California Cotton Ginners & Growers Assn	ICF	SoCalGas
California Energy Commission	International Power Technology	Southern California Edison Company
California Public Utilities Commission	Intestate Gas Services, Inc.	Southern California Gas Company (SoCalGas)
California State Association of Counties	Kelly Group	Spark Energy
Calpine	Ken Bohn Consulting	Sun Light & Power
Casner, Steve	Leviton Manufacturing Co., Inc.	Sunshine Design
Center for Biological Diversity	Linde	Tecogen, Inc.
City of Palo Alto	Los Angeles County Integrated Waste Management Task Force	TerraVerde Renewable Partners
City of San Jose	Los Angeles Dept of Water & Power	TerraVerde Renewable Partners, LLC
Clean Power	MRW & Associates	Tiger Natural Gas, Inc.
Clean Power Research	Manatt Phelps Phillips	TransCanada
Coast Economic Consulting	Marin Energy Authority	Troutman Sanders LLP
Commercial Energy	McKenna Long & Aldridge LLP	Utility Cost Management
Cool Earth Solar, Inc.	McKenzie & Associates	Utility Power Solutions
County of Tehama - Department of Public Works	Modesto Irrigation District	Utility Specialists
Crossborder Energy	Morgan Stanley	Verizon
Crown Road Energy, LLC	NLine Energy, Inc.	Water and Energy Consulting
Davis Wright Tremaine LLP	NRG Solar	Wellhead Electric Company
Day Carter Murphy	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Defense Energy Support Center	ORA	YEP Energy
Dept of General Services	Office of Ratepayer Advocates	Yelp Energy