California High-Speed Rail Authority

RFP No.: HSR 13-57

Request for Proposal for Design-Build Services for Construction Package 2-3

Book III, Part B.2 – Cooperative Agreement AT&T

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California High-Speed Train Project

Cooperative Agreement

Pacific Bell Telephone Company d/b/a AT&T California

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PARTIES

THIS AGREEMENT, entered into this 1st day of February 2014, (the "Cooperative Agreement"), by and between the California High-Speed Rail Authority, an agency of the State of California, whose principal place of business and mailing address is 770 L Street, Suite 800, Sacramento, California 95814, hereinafter referred to as the "Authority", and Pacific Bell Telephone Company, a California corporation dba AT&T California, whose principal mailing address is 555 E. Olive Ave., Fresno, CA 93727, hereinafter referred to as the "Utility Owner".

RECITALS

WHEREAS, the Utility Owner is a telephone corporation, as defined in Section 234 of the California Public Utilities Code and is authorized by the California Public Utilities Commission ("CPUC") to conduct business in the State of California; and

WHEREAS, the Authority is responsible for the development and implementation of intercity high-speed rail service throughout the State of California as defined under current provisions of Sections 2704 et seq. of the Streets and Highways Code and Sections 185030 et seq. of the Public Utilities Code, hereinafter referred to as the High Speed Rail Project (the "HSR Project"), and from time to time the HSR Project involves Relocation, as defined herein, of the Utility Owner's Facilities; and

WHEREAS, HSR Project(s) may require the location (vertically and/or horizontally), protection, relocation, installation, removal, or some combination thereof, of Utility Owner's Facilities; and

WHEREAS, Authority and Utility Owner desire to enter into an agreement which establishes the contractual terms and conditions applicable to the Relocation of the Utility Owner's Facilities.

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

1. DEFINITIONS. As used in this Agreement, the following terms have the following meanings:

1.1. Authority's Contractor. The "Authority's Contractor" means a company, joint venture, partnership, limited liability company, or person, other than the California Department of Transportation, that enters into a contract with the Authority for the performance of Work, as defined therein.

1.2. Authority Designated Holiday. "Authority Designated Holiday" means New Year's Day (January 1), Martin Luther King, Jr. Day (third Monday in January), President's Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), the day after Thanksgiving (fourth Friday in November), and Christmas Day (December 25).

1.3. Betterment. "Betterment" means the difference in cost between the intended Relocation of Utility Owner's Facilities proposed and submitted by the Utility Owner for Authority's approval and Relocation that would provide the Utility Owner with equivalent substitute Facilities for those Facilities requiring Relocation to accommodate the HSR Project.

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Betterment does not include those differences in cost caused by changes in manufacturing standards, availability of materials, regulatory requirement, or any upgrading required by any applicable standard specifications, standards of practice and construction methods applied to comparable facilities constructed by the Utility Owner at its own expense, which are in effect as of the date of execution of the Cooperative Agreement.

1.4. Days. "Days" means calendar days, unless otherwise stated.

1.5. Facility. "Facility" or "Facilities" means any pole, pole line, conduit, cable, or other supporting structure used by Utility Owner, including any associated equipment cabinets, terminals, vaults, electronics, and equipment.

1.6. Facility Work. "Facility Work" means those activities related to the Relocation (as defined below) of a Facility or construction of a new Facility (or any combination thereof) that will remain the property of the Utility Owner in connection with the construction of the HSR Project. Facility Work includes the design, engineering, planning and permitting related to the Relocation, as well as any necessary certification or coordination with regulatory agencies and any other miscellaneous work related to the Relocation of an existing Facility or construction of a new Facility (or any combination thereof), for the completion of construction of the HSR Project.

1.7. Hazardous Material. "Hazardous Material(s)" means any hazardous substance, hazardous material, or hazardous waste under applicable local, state or federal law ("Regulating Authority") and/or any substance, material, waste, or other material of any nature whatsoever which may give rise to liability under Regulating Authority.

1.8. Notice to Owner. "Notice to Owner" means written notice from Authority to Utility Owner for the Relocation of Utility Owner's Facilities, in the form attached hereto as Exhibit A, demanding the removal, protection, alteration, replacement, reconstruction, support, or any other rearrangement or modification, of the specifically identified Facilities to accommodate a particular segment of the proposed HSR Project. The Notice to Owner shall also set forth a schedule for performing the proposed Facility Work as well as a reasonable time within which the work of Relocation shall be commenced, and a statement of liability for the cost of Relocation.

1.9. Party. "Party" refers to the Authority or the Utility Owner, as the context may require and "Parties" means the Authority and the Utility Owner, collectively.

1.10. Relocation. "Relocation" means removal, protection, alteration, replacement, reconstruction, support, or any other rearrangement or modification of Utility Owner's Facility and supporting structure as necessary in order to accommodate or permit construction of the HSR Project.

1.11. Utility Agreement. "Utility Agreement" means an agreement to be executed by and between Authority and Utility Owner detailing Facility Work to be performed specific to a particular facility Relocation in the form attached hereto as Exhibit B. The Utility Agreement shall set forth, among other things, the contractual terms and conditions of the Parties for the Facility Work, including provisions for Work to be Done, Liability of Work, Performance of Work, Payment of Work, and General Conditions as it relates to Facility Work for a specific segment of the HSR Project.

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1.12. Unforeseen Work. "Unforeseen Work" means any unexpected, unforeseen work found essential to the satisfactory completion of the Relocation and not covered by any of the Utility Agreements.

1.13. Wasted Work. "Wasted Work" means design or construction work performed upon written direction from the Authority, for Facility Relocation work required to complete the scope of work which has been rendered useless or unnecessary as a result of Authority's performance.

1.14. Working Days. "Working Days" means each weekday that is not an Authority Designated Holiday.

2. INITIAL COORDINATION

2.1. For each particular segment of the HSR Project, Authority shall provide a project specific proposal, along with a written request ("Project Notice") to Utility Owner, for identification of its Facilities within Authority's proposed route. Authority's Project Notice shall include a proposed map route, project name, segment number, contact name, telephone number, email address of Authority's project manager, and any other information about the HSR Project segment to assist Utility Owner in the investigation of its existing Facilities for conflicts with the HSR Project proposed route.

2.2. After Utility Owner's receipt of Authority's Project Notice, Utility Owner shall provide the Authority in writing with: (i) the name, address, and telephone number of the engineer/project manager for Utility Owner who shall serve as the primary contact for Utility Owner on all related issues and be responsible for any required Facility Work and (ii) a Payment For Custom Work Quote in a similar form attached hereto as Exhibit C, requiring a payment made in arrears from Authority for more than 4 hours of design and engineering of Facility Work for Relocation of Utility Owners existing Facilities.

2.3. After receipt of Authority's required payment, the Utility Owner shall prepare and furnish Authority with preliminary design plans with markups identifying the location of Utility Owner's existing Facilities within the Authority's proposed map route ("Relocation Plans").

2.4. Authority shall review such Relocation Plans to determine which of Utility Owner's Facilities, if any, are in conflict with Authority's proposed route requiring Relocation. Upon determination of a conflict, Authority shall prepare and deliver to Utility Owner a formal Notice to Owner ("NTO"), along with preliminary design plans indicating specific Facilities requiring Relocation, and conceptual arrangements for the Relocation of Utility Owner's Facilities, as well as all other utility company facilities.

2.5. Following receipt of Authority's NTO, preliminary design plans and conceptual arrangements, Utility Owner shall prepare and furnish Authority with its final Relocation Plan along with an Application for Custom Work – Actual Cost in a similar form attached hereto as Exhibit D, to construct Utility Owner's relocation of Utility Owner's facilities.

2.6. Following receipt of Utility Owner's final Relocation Plan and Application for Custom Work, Authority shall furnish Utility Owner with a completed proposed Utility Agreement in a similar form attached hereto as Exhibit B.

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3. WORK TO BE DONE

3.1. Facility Work. Relocation Facility Work specific to a particular segment of the HSR Project shall be fully detailed in an executed Utility Agreement prior to performance of any of the Facility Work.

3.2. Utility Agreements. Final Utility Agreements for execution shall be prepared by the Authority and presented to Utility Owner for review and execution. Unexecuted Utility Agreements are drafts and their contents may not be relied upon by either Party.

3.3. Betterment Work at the Utility Owner's Request. Any work considered Betterment made at the Utility Owner's request shall be agreed upon in advance by the Parties and detailed in a Utility Agreement along with costs and allocation of responsibility for such costs.

3.4. Unforeseen Work. If any Unforeseen Work arises during the performance of Facility Work, it shall be performed as an additional Utility Agreement that is applicable to the Facility Work under which it arose in connection with. If Unforeseen Work does not arise in connection with any Facility Work, it shall be treated as a separate phase or segment of the HSR Project under this Agreement.

3.5. Facility Work Performed by Caltrans. To accommodate the HSR Project, the California Department of Transportation, an agency of the State of California, hereinafter referred to as "Caltrans" may perform construction activities for roadway improvements. Any Facility Work, excluding Relocation work, associated with Caltrans construction activities and actually performed or managed by Caltrans is specifically excluded from the terms and conditions of this Cooperative Agreement.

4. LIABILITY FOR WORK

4.1. Authority's Expense. Unless the Utility Owner agrees otherwise herein, the Authority agrees to pay all costs relating to the Facility Work that are necessary for the HSR Project.

4.2. Utility Owner's Expense. Nevertheless, Utility Owner will be liable for Facility Work where:

4.2.1. Facility Work is mutually determined by the Parties herein to be a Betterment as defined in Section 1.3; or

4.2.2. The Utility Owner agrees hereto.

5. PERFORMANCE OF WORK

5.1. General. All Facility Work (design and construction phases) or portion thereof will be performed by the Utility Owner pursuant to the specific Utility Agreement for that work.

5.2. Utility Owner Performs Facility Work. When all or a portion of the Facility Work is to be performed by the Utility Owner, the Utility Owner agrees to provide and furnish all necessary labor, materials, tools, and equipment required, and to execute said work diligently to completion, and to:

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5.2.1. Perform work with its own forces, or

5.2.2. Cause the work to be performed by a contractor, employed by Utility Owner on a continuing basis pursuant to a written contract.

Upon the issuance of a Notice to Owner, Utility Owner shall diligently undertake, or cause to be undertaken, the Facility Relocation Work in accordance with the schedule and/or timeline as specified in the Utility Agreements for that specific Facility Work.

6. PAYMENT FOR WORK

6.1. Cost of Facility Work. Cost of Facility Work includes the actual and reasonable cost of all necessary engineering, labor and transportation, including costs associated with obtaining necessary permits and environmental and other reviews required for such permits, and all necessary materials exclusive of any dismantled Facilities used in any Relocation, together with reasonable and usual indirect and overhead charges attributable to that work, and any necessary new private Facility right-of-way involved in Facility Work, except as follows:

6.1.1. In any case in which the Authority is required under the provisions of this Agreement to pay its share of the cost of Relocation of any Utility Owner Facility, Authority shall be entitled to credits as follows:

6.1.1.1. The amount of any Betterment to the Utility Facility resulting from such relocation.

6.1.1.2. The salvage value of any materials or parts salvaged and retained by Utility Owner.

6.1.1.3. If a new Utility Facility or portion thereof is constructed to accomplish such relocation, an amount bearing the same proportion to the original cost of the displaced Facility or portion thereof as its age bears to its normal expected life.

$$Credit = \frac{Age\ of\ FACILITY}{Normal\ expected\ Life} \times Original\ Cost$$

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

6.1.3. Eligible Utility Owner costs shall include only those authorized under Title 48 C.F.R. Part 31, subpart 31.2.

6.2. Payment for the Cost of Facility Work. If Facility Work is at the Authority's expense, then the Authority shall pay or cause payment to be made to the Utility Owner in the amounts as established for Facility Work performed by the Utility Owner, less the credits as determined. The Parties agree that Utility Agreements and other agreements requesting payment from the Authority may be subject to State and federal requirements.

6.3. Invoicing Procedures. Utility Owner will invoice Authority in accordance with the Utility Owner's invoicing policies and procedures.

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7. GENERAL CONDITIONS

7.1. Default. In the event that Utility Owner defaults on any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement or by Law and Equity, the Authority may exercise one or more of the following options:

7.1.1. Pursue a claim for damages suffered by the Authority.

In the event that either Party materially breaches this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement or by Law and Equity, the non-breaching Party may pursue a claim for damages suffered.

Termination of this Agreement shall not relieve either Party from any obligations it has pursuant to fully executed Utility Agreements between the Parties, nor from any statutory obligations that either Party may have with regard to the subject matter hereof.

The Authority may unilaterally terminate this Agreement for refusal by the Utility Owner to allow access to all public documents, papers, letters, or other material that is made or received by the Utility Owner in conjunction with this Agreement, provided however, that any Utility Owner documents which has been identified as proprietary, trade secret and/or confidential shall not be released to the public or any other party without prior approval from Utility Owner and execution of a non-disclosure agreement in a form approved by Utility Owner.

If the HSR Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of all or a portion of Facility Relocation work by the Utility Owner, the Authority shall provide notice to Utility Owner in writing.

Notwithstanding any termination or amendment of this Agreement, the Parties agree that they will continue their respective performances required hereunder, including payment of undisputed billings, and such continued efforts and payments of billings (whether or not disputed) shall not be construed as a waiver of any legal right or remedies of any Party under this Agreement or Utility Agreements executed pursuant hereto, or otherwise available pursuant to applicable law.

7.2. Indemnification. Each Party shall hold harmless, and indemnify the other Party and its respective governing Boards, officers, directors, employees, authorized agents, engineers, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of either Party or its officers, agents, employees, engineers, contractors or subcontractors in carrying out either Party's obligations under this Agreement or under any Utility Agreement executed pursuant hereto, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the Parties indemnified or their respective agents, servants, or independent contractors who are directly responsible to such indemnified Party. Each Party, upon receipt of a notice of claim for damages that may have been caused by the other Party in the performance of services required under this Agreement, will immediately forward the claim to the other Party.

7.3. Force Majeure. Neither the Utility Owner nor the Authority shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by any event beyond the reasonable control of the non-performing Party, but only to the extent that the non-performing Party did not cause the Force Majeure event or that by

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exercise of due foresight such Party could not reasonably have been expected to avoid; provided that the non-performing Party claiming the excuse from performance:

7.3.1. Promptly notifies the other Party (verbal notice is sufficient) of the Force Majeure event and its estimated duration, and

7.3.2. Resumes performance as soon as reasonably practicable after the Force Majeure event ends.

A Force Majeure event 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) actions or inactions of executive, 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, (iv) discovery at, near or on the site of any archaeological, paleontological, cultural, biological or other protected resources, provided that the existence of resources was not disclosed in the Agreement, (v) any lawsuit seeking to restrain, enjoin, challenge or delay construction of the Project, Relocation, or Facility Work or the granting or renewal of any governmental approval of the Project, Relocation, or Facility Work, (vi) any strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar event affecting the Project, Relocation, or Facility Work;

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.

7.4. Utility Owner's Facility and Right-of-Way. The Utility Owner's Facilities shall at all times remain the property of and be properly protected and maintained by the Utility Owner. Whenever the Utility Owner's Facilities will remain within the Authority's right-of-way, excluding those Facilities abandoned in place by Utility Owner, Authority and Utility Owner may enter into either a Joint Use Agreement in the form attached hereto as Exhibit E, or Consent to Common Use Agreement attached hereto as Exhibit F, for the common use of the subject area. Said agreement shall contain provisions for accommodation, location, method of installation, adjustments, removal, relocation and maintenance of Utility Owner's Facilities within the Authority's right-of-way.

Whenever the Utility Owner's affected Facilities are to be relocated into public right-of-way, Utility Owner will exercise its existing rights to occupy the public right-of-way.

When the Utility Owner's affected Facilities are to be relocated to a new location outside existing public right-of-way and Authority right-of-way, the Authority shall convey or cause to be conveyed a new property right for such relocated Facilities as will correspond to the existing right-of-way of the Utility Owner. For such Relocated Facilities, the Authority shall acquire and/or provide, or cause to be acquired and/or provided, to the Utility Owner, without charge to the Utility Owner or credit to the Authority, similar replacement property rights in the new location mutually acceptable to both the Authority and the Utility Owner. In consideration for these replacement rights being acquired and/or provided by the Authority, the Utility Owner shall subsequently convey, to the extent feasible, to the Authority, or its nominee, within the Authority's right-of-way, all of its corresponding right, title and interest within the Utility Owner's existing right-of-way so vacated.

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If the existing right-of-way of Utility Owner includes fee title, the Authority shall acquire from the Utility Owner, for just compensation under State law, those property rights required by the Authority for its operations by separate transaction, leaving to the Utility Owner those remaining property rights appropriate for the placement and operation of the Utility Owner's Facilities in the right-of-way of Utility Owner. Temporary moves for the convenience of the Authority's construction shall be at the expense of the Authority. If the Authority requires the relocation of any Facility within its right-of-way more than once during a ten-year period, the Authority shall pay the cost of that second Relocation, and any subsequent additional Relocations of that Facility within such ten-year period on any subsequent or additional project. Upon completion of Facility Work by the Authority, the new Facilities shall become the property of the Utility Owner and the Utility Owner shall have the same or similar rights agreeable to Utility Owner in the new location that it had in the old location.

7.5. Permits. In connection with any Relocation, a Utility Owner is entitled to a permit for such reasonable crossings of Authority right-of-way as may be required for the proper discharge of the Utility's service to the public.

In connection with any Relocation, the Authority shall exercise reasonable discretion in acting on applications of Utilities for permits to occupy Authority right-of-way for longitudinal locations of Facilities, as may be required for the proper discharge of their services to the public. The Authority may, however, refuse to grant an application for a longitudinal installation that would be inconsistent with public safety or the continued unobstructed use of the Authority right-of-way for rail or vehicular traffic.

7.6. Agreement Final Expression of the Parties. This Agreement constitutes the complete and final expression of the Parties with respect to its subject matter and supersedes all prior Agreements, understandings, or negotiations. In the event that the Authority has applicable policies and procedures in place, the Authority shall pay the Utility Owner for any damages suffered by or costs incurred by the Utility Owner for such activities that may be required as a result of the Authority's policies and procedures. Any such activities required by the Authority shall be set forth in the Utility Agreement specific to that Facility Work. This Agreement cannot be modified except by an instrument, in writing, signed by each of the Parties.

7.7. Severability. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

7.8. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for any action shall lie exclusively in Sacramento County, California.

7.9. Notices. All required notices may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail. Each Party shall have a continuing obligation to notify the other Party of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to UTILITY OWNER:

Utility Owner Name: PACIFIC BELL TELEPHONE COMPANY DBA AT&T CALIFORNIA

Person in Charge: Joshua A. Mathisen

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Address: 3707 Kings Way
Sacramento, CA 95821-6405

If to AUTHORITY:

Authority: CALIFORNIA HIGH-SPEED RAIL AUTHORITY

Person in Charge: Thomas Fellenz, Chief Counsel

Address: 770 L Street, Suite 800
Sacramento, CA 95814

7.10. Wasted Work. The Authority shall pay the Utility Owner, in its entirety, that portion of the cost of Facility Work constituting Wasted Work. The remainder of the cost of that Facility's Relocation shall be borne pursuant to the cost allocation provisions defined in the Utility Agreement for that work.

7.11. Hazardous Material. Upon discovery of Hazardous Material in connection with Facility Work by either Party, both the Utility Owner and Authority shall immediately:

7.11.1. Suspend performance under this Agreement until:

7.11.1.1. The Parties meet and confer to explore all reasonable alternatives and agree on a course of action in compliance with existing statutes or regulations concerning the disposition of Hazardous Material,

7.11.1.2. Containment and removal of the Hazardous Substance(s) has been completed and approved by the appropriate governmental agency(ies), if such approval is required, or approved by Utility Owner if governmental agency(ies) approval is not required, or

7.11.1.3. Authority reasonably demonstrates that the Hazardous Substance(s) will not be disturbed by Utility Owner 's activities;

7.11.2. Utility Owner's performance of its obligations under this Agreement is extended for the amount of time which it takes to complete containment/removal of the Hazardous Substance(s); and,

7.11.3. If Authority elects not to remove/contain the Hazardous Substance(s), Utility Owner may terminate this Agreement without further liability by giving advance notice to Authority no later than ten (10) days after the date the Authority notifies Utility Owner of its decision not to remove/contain the Hazardous Substance(s). In this case, Authority shall reimburse Utility Owner for Utility Owner's share of the cost paid by Utility Owner and for the costs incurred by Utility Owner for the work it has performed including the placement of Facilities in the Project and the demolition and disposal associated with that placement up to the effective date of the termination. Upon such payment, Authority shall become the owner of said Facilities.

7.12. Termination. Either Party, upon one year's written notice, may terminate this Cooperative Agreement, except that, notwithstanding that termination, the provisions of this

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Cooperative Agreement shall remain in full force and effect with respect to any Relocation of Facilities required under a Notice to Owner issued prior to the Cooperative Agreement termination.

7.13. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties.

7.14. Time is of the Essence. Time shall be of the essence of this Agreement. A Party shall not be liable to the other Party for delays and damages that result from such delays caused by circumstances beyond the Party's control including acts by third parties.

7.15. Third Parties. This Agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. This Agreement is not intended to affect the legal liability of Parties by imposing any standard of care for completing Facility Work different form the standards imposed by law.

7.16. Reservation of Rights. Nothing in this Agreement shall be construed as a waiver of the parties' positions or rights under federal, State, or local law regarding occupancy of the rights-of-way by a utility.

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

UTILITY OWNER:

Pacific Bell Telephone Company, a California corporation dba AT&T California

By: Kieran Nolan

Kieran Nolan

Vice President Construction & Engineering, AT&T Services, Inc.

Date: 2/7/14

AUTHORITY:

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

By: Jeff Morales

Jeff Morales

Chief Executive Officer

Date: 2-27-14

Approved as to Form

By: Thomas Fellows

Authority Legal Counsel

Date: 2-27-14

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Exhibit A

Notice to Owner

NOTICE TO OWNER

Geographical Area	Phase	Route Map	Segment
CHSRA Project No.:			
Utility Owner's File No.:			
Date	CHSRA Rep.		

To: AT&T California
_____
_____
_____
Attn: _____

Because of the California High-Speed Rail Authority project: _____
_____
_____.

Which affects your facilities: _____
_____
_____.

Pursuant to the Cooperative Agreement between us dated _____, you are hereby ordered to perform the following Relocation: _____
_____
_____
_____.

Your work schedule shall be as follows: _____
_____
_____.

Notify _____ at telephone number _____, _____ hours prior to initial start of Facility Work, and _____ hours prior to subsequent restart when your work schedule is interrupted.

Liability for the cost of the Facility Work for the Relocation is: _____
_____.

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

By: _____
CHSRA Project Manager

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Exhibit B

Utility Agreement

UTILITY AGREEMENT

Geographical Area	Phase	Route Map	Segment
CHSRA Project No.:			
Utility Owner's File No.:			
Utility Agreement No.:			
Date	CHSRA Rep.		

The California High-Speed Rail Authority, hereinafter called "Authority" proposes to:

and

AT&T California, [Insert AT&T Address] hereinafter called "Utility Owner", owns and maintains:

Within the limits of Authority's HSR Project which requires:

to accommodate Authority's Project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

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II. LIABILITY FOR WORK

III. PERFORMANCE OF WORK

IV. PAYMENT OF WORK

Authority agrees to pay Utility Owner the amounts described in Section II above within forty-five (45) days of receipt of invoice for all completed Facility Work required herein for Utility Owner's Facility Relocation. Invoices should only be submitted once a month.

V. GENERAL CONDITIONS

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement effective the day and year first written.

UTILITY OWNER:	AUTHORITY:
Pacific Bell Telephone Company, a California corporation dba AT&T California	California High-Speed Rail Authority, an agency of the State of California
By: _____	By: _____
_____ Typed Name	_____ Typed Name
_____ Typed Title	_____ Typed Title
Date: _____	Date: _____

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Exhibit C

AT&T CR #
Project #
CHSRA Task #

Make check payable to and return with signed application to:

AT&T California
3576 T St., Rm. 155
Sacramento, CA

95816

Attn: CEDC-CHG

PAYMENT FOR CUSTOM WORK QUOTE
[Cost Estimate and Preliminary Design]

Month, date, 201

Company Name
Company Address
City, State, zip code

Attn: Mr. / Ms.

Re: Advance Payment for Engineering Hours for Custom Work

You have asked AT&T to prepare a quote for custom work. AT&T's policies and procedures requires a reimbursement of $ per hour for engineering time in excess of four hours.

[scope/description of requested work]

We estimate that it will take approximately [number of hours] hours to develop the cost quote. Excluding charges for the first four hours of engineering time, the estimate is $[dollar and cents figure]. Charges are calculated in accordance with AT&T's ordinary accounting practices under the Uniform System Accounts for Class A telephone companies and includes allocated cost for labor, engineering, transportation, motor vehicles, and tool and supply expenses. The above price is guaranteed for 60 days from [enter date], 201 . If we do not receive the signed application within 60 days of this date, your request will be cancelled. If you elect to go forward with the custom work after reviewing the cost estimate breakdown on Exhibit "D", the amount you paid for preparing the cost estimate will be credited to the total charges for the custom work. You will be billed in arrears for all costs associated with the custom work.

In order for AT&T to prepare the cost estimate and preliminary design you have requested, please sign below and return this application to the address above. Include the AT&T CR # and/or Project number on your check for reference. Please contact me at [phone number] if you have any questions.

Sincerely,

Name:_____

Title: _____

CUSTOMER ACCEPTANCE:

Name:_____

Title: _____

Date: _____

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Exhibit D

AT&T CR #
Project #
CHSRA Task #

Make check payable to and return with signed application to:

AT&T California
3576 T St., Rm. 155
Sacramento, CA

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Attn: CEDC-CHG

APPLICATION FOR CUSTOM WORK
[Actual Cost Basis]

Month, date, 201

Company Name
Company Address
City, State
Zip Code

Attn: Mr. / Ms.

DESCRIPTION OF CUSTOM WORK:

ESTIMATED COST FOR CUSTOM WORK: $

Applicant has asked AT&T to perform the above-described custom work for which Applicant shall pay AT&T, not to exceed the contract price of [written amount in dollars and cents]/$[dollars and cents figure]. Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Thus, the contract price quoted above is the maximum amount the Applicant will pay for the work unless the actual cost of the custom work is exceeded. In such an event, AT&T will stop all work on the project and the Applicant and AT&T will re-negotiate the cost increase and the custom work order will be mutually modified to include the revised cost (using the cost estimating procedures applied in arriving with the contract price). Applicant understands that this amount is only an estimate of approximate costs, and that the actual cost incurred by AT&T and for which the Applicant is responsible may be different. Charges are calculated in accordance with AT&T's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and includes allocated costs for labor, engineering, materials, transportation, motor vehicles, and tool and supply expenses and corporate overhead loadings, if applicable, a [insert 21 through Jan 31 2006; after that date insert 33] percent tax component collected for State and Federal Income Tax purposes in accordance with CPUC decision 87-09-026. If Applicant cancels the work prior to completion, Applicant shall pay AT&T for all costs AT&T has incurred before being notified in writing to cease work.

The estimated amount of $[insert dollars and cents figure] is valid for only sixty (60) days and is therefore subject to change after [insert the date that is 60 days after the agreement is being given to the applicant to sign] if AT&T has not received an executed copy of the Application by that date.

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Sincerely,

Name: _____

Title: _____

CUSTOMER ACCEPTANCE:

Name: _____

Title: _____

Date: _____

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Exhibit E

Joint Use Agreement

JOINT USE AGREEMENT

Space Above This Line For Recorder Use Only

Geographical Area	Phase	Route Map	Segment
CHSRA Project No.:			
Utility Owner's File No.:			
Utility Agreement No.:			
Date	CHSRA Rep.		

THIS JOINT USE AGREEMENT, entered into this _____ day of _____, 20 ____ ("Effective Date"), by and between Pacific Bell Telephone Company, a California corporation dba AT&T California hereinafter called "Utility Owner" and California High-Speed Rail Authority, an agency of the State of California, hereinafter called "Authority"

WITNESSETH

WHEREAS, Utility Owner is in possession of certain rights of way and/or easements, whether by operation of law or deed, hereinafter referred to as Utility Owner's "Easement," as more fully described on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, the Authority is responsible for the development and implementation of intercity high-speed rail service throughout the State of California as defined under current provisions of Sections 2704 et seq. of the Streets and Highways Code and Sections 185030 et seq. of the Public Utilities Code, hereinafter referred to as the High-Speed Train Project (the "HSR Project").

WHEREAS, Authority has acquired certain lands for the HSR Project in the vicinity of _____, County of _____, hereinafter referred to as "Authority Right-of-Way," which is subject to Utility Owner's Easement; and

WHEREAS, Utility Owner's facilities on said Authority Right-of-Way will interfere with or obstruct the construction, reconstruction, maintenance or use of said HSR Project, and Authority desires to eliminate such interference or obstruction.

WHEREAS, Authority and Utility Owner desire to enter into an agreement which establishes the contractual terms and conditions applicable to the Relocation of the Utility Owner's Facilities.

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

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1. The location of Utility Owner's Easement so far as it now lies within said Authority Right-of-Way hereby is changed to that certain strip of land within said Authority Right-of-Way hereinafter referred to as "new location," as more fully described on Exhibit B attached hereto and incorporated herein by reference.

2. Utility Owner will rearrange, relocate or reconstruct within said new location any of its facilities now installed pursuant to Utility Owner's Easement within said Authority Right-of-Way and Utility Owner does hereby surrender and quitclaim to the Authority all of Utility Owner's right, title and interest under and by virtue of Utility Owner's Easement in the old location within said Authority Right-of-Way and not included in said new location. Utility Owner hereby consents to the construction, reconstruction, maintenance or use by Authority of HSR Project over, along and upon Utility Owner's Easement both in the old location and in the new location within said Authority Right-of-Way upon and subject to the terms and conditions herein contained.

3. Authority acknowledges Utility Owner's title to Utility Owner's Easement in said new location and priority of Utility Owner's title over the title of Authority therein. Utility Owner has and reserves the right and easement to use, in common with the public's use of said new location for all of the purposes for which Utility Owner's Easement was acquired, without need for any further permit or permission from Authority, State, County or local governments. Except in emergencies, Utility Owner shall give reasonable notice to Authority before performing any work on Utility Owner's facilities in said new location where such work will be performed in, on or over the traveled way or improved shoulders of said roadway or will obstruct traffic. In all cases, Utility Owner shall make adequate provision for the protection of the traveling public.

4. In the event that the future use of said Authority Right-of-Way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Utility Owner's facilities then existing in said new location the Authority shall notify Utility Owner in writing of such necessity and agree to reimburse Utility Owner on demand for its costs incurred in complying with such notice. Utility Owner will provide Authority with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by Authority, Utility Owner will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Utility Owner shall make adequate provisions for the protection of the traveling public. No further permit or permission from Authority, State, County or local government for such rearrangement shall be required and Authority will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Utility Owner's facilities within said Authority Right-of-Way, (2) provide executed document(s) granting to Utility Owner good and sufficient easement outside of the Authority Right-of-Way if necessary to replace Utility Owner's Easement or any part thereof, and (3) reimburse Utility Owner for any costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Utility Owner shall acquire such easement.

5. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Utility Owner's Easement. Both Authority and Utility Owner shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Utility Owner or Authority may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Authority or Utility Owner in such a manner as to cause an unreasonable interference with the use of said new location by the other Party.

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6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized on the Effective Date first above written.

Pacific Bell Telephone Company, a California corporation dba AT&T California

By: _____

Print Name:

Title: _____

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

By: _____

Print Name:

Title: _____

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Exhibit F

Consent to Common Use Agreement

CONSENT TO COMMON USE AGREEMENT Space Above This Line For Recorder Use Only

Geographical Area	Phase	Route Map	Segment
CHSRA Project No.:			
Utility Owner's File No.:			
Utility Agreement No.:			
Date	CHSRA Rep.		

THIS CONSENT TO COMMON USE AGREEMENT, entered into this _____ day of _____, 20 ____ ("Effective Date"), by and between Pacific Bell Telephone Company, a California corporation dba AT&T California hereinafter called "Utility Owner" and California High-Speed Rail Authority, an agency of the State of California, hereinafter called "Authority"

WITNESSETH

WHEREAS, Utility Owner is in possession of certain rights of way and/or easements, whether by operation of law or deed, hereinafter referred to as Utility Owner's "Easement," as more fully described on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, the Authority is responsible for the development and implementation of intercity high-speed rail service throughout the State of California as defined under current provisions of Sections 2704 et seq. of the Streets and Highways Code and Sections 185030 et seq. of the Public Utilities Code, hereinafter referred to as the High-Speed Train Project (the "HSR Project").

WHEREAS, Authority has acquired certain lands for the HSR Project in the vicinity of _____, County of _____, hereinafter referred to as "Authority Right-of-Way," which is subject to Utility Owner's Easement; and

WHEREAS, the Authority Right-of-Way occupies a portion of Utility Owner's Easement and is subject to said easement which said portion is hereinafter referred to as "Area of Common Use" as more fully described on Exhibit A attached hereto and incorporated herein by reference.

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

1. Utility Owner hereby consents to the construction, reconstruction, maintenance or use by Authority of a highway over, along and upon Utility Owner's Easement in the Area of Common Use upon and subject to the terms and conditions herein contained.

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2. Authority acknowledges Utility Owner's title to Utility Owner's Easement in said Area of Common Use and the priority of Utility Owner's title over the title of Authority therein. Utility Owner has and reserves the right and easement to use, in common with the public's use of said highway, said Area of Common Use for all of the purposes for which Utility Owner's Easement was acquired, without the need for any further permit or permission from Authority. Except in emergencies, Utility Owner shall give reasonable notice to State before performing any work on Owner's facilities in said area of common use where such work will be performed in, on or over the traveled way or improved shoulders of said highway or will obstruct traffic. In all cases, Owner shall make adequate provision for the protection of the traveling public.

3. Authority acknowledges Utility Owner's title to Utility Owner's Easement in said new location and priority of Utility Owner's title over the title of Authority therein. Utility Owner has and reserves the right and easement to use, in common with the public's use of said new location for all of the purposes for which Utility Owner's Easement was acquired, without need for any further permit or permission from Authority, State, County or local governments. Except in emergencies, Utility Owner shall give reasonable notice to Authority before performing any work on Utility Owner's facilities in said new location where such work will be performed in, on or over the traveled way or improved shoulders of said roadway or will obstruct traffic. In all cases, Utility Owner shall make adequate provision for the protection of the traveling public.

4. In the event that the future use of said Authority Right-of-Way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Utility Owner's facilities then existing in said new location the Authority shall notify Utility Owner in writing of such necessity and agree to reimburse Utility Owner on demand for its costs incurred in complying with such notice. Utility Owner will provide Authority with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by Authority, Utility Owner will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Utility Owner shall make adequate provisions for the protection of the traveling public. No further permit or permission from Authority, State, County or local government for such rearrangement shall be required and Authority will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Utility Owner's facilities within said Authority Right-of-Way, (2) provide executed document(s) granting to Utility Owner good and sufficient easement outside of the Authority Right-of-Way if necessary to replace Utility Owner's Easement or any part thereof, and (3) reimburse Utility Owner for any costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Utility Owner shall acquire such easement.

5. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Utility Owner's Easement. Both Authority and Utility Owner shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Utility Owner or Authority may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Authority or Utility Owner in such a manner as to cause an unreasonable interference with the use of said new location by the other Party.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized on the Effective Date first above written.

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Pacific Bell Telephone Company, a California corporation dba AT&T California

By: _____

Print Name:

Title: _____

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

By: _____

Print Name:

Title: _____

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