

SAMPLE FORMS

Sheet 1

Contracts

Applicant Design Terms and Conditions - Form 6665 (5/98)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 2708
DECISION NO. 97-12-098 & 97-12-099

ISSUED BY

Paul J. Cardenas
Vice President

(TO BE INSERTED BY CAL. PUC)

DATE FILED May 1, 1998
EFFECTIVE Jul 1, 1998
RESOLUTION NO. _____

APPLICANT DESIGN TERMS AND CONDITIONS

Project Number: _____

Project Name: _____

Project Location: _____

Applicant/Developer: _____

1.0 Improvements

In assuming and performing the design of gas distribution facilities, Applicant takes responsibility that the location of facilities to be owned and operated by Southern California Gas Company are acceptable and are not in conflict with the Applicant's planned improvement or improvements of the permit issuing agency.

2.0 Design Standards

Applicant designed facilities must be performed by a pre-qualified designer and must conform to all Southern California Gas Company design and construction standards. This includes all necessary work space requirements upon installation and completion of work. In addition to Southern California Gas Company standards, Applicant is responsible for compliance with all municipal, state and federal governmental laws, codes, ordinances, regulations, and CPUC General Orders.

3.0 Indemnification

Applicant holds Southern California Gas Company harmless from and indemnifies it against any and all claims, demands, loss, liability or expense (including attorney's fees) for injury to or death of any person, or damage to or destruction of any property, in any way resulting from or connected with the performance of the work by Applicant's Qualified Designer, employee or agent. This indemnity shall be construed as an indemnity against liability.

4.0 No Agency

For purposes of this Applicant Design program, Southern California Gas Company's acceptance of work, objections or comments on the Applicant's Designer's work shall not be construed as creating any agency or independent contractor relationship between Applicant or Applicant's designer and Southern California Gas Company or an exercise of direct supervision by Southern California Gas Company. Any such acceptance by Southern California Gas Company shall not be a waiver of its indemnity rights or an acceptance of the work for warranty purposes.

5.0 Insurance

Applicant agrees to require its Designer to name Southern California Gas Company as an additional insured on the Applicant Designer's Professional Errors and Omissions insurance, and to provide a copy of the endorsement to Southern California Gas Company prior to the commencement of the Designer's work or upon request of Southern California Gas Company.

6.0 Permits

Applicant or his representative is responsible for identifying and communicating to Southern California Gas Company all required permits, rights of way, or license agreements necessary for installation of the gas line(s) in conformity with the requirements set forth by the Southern California Gas Company.

7.0 CPUC

This contract is subject to and incorporates by reference all of Company's applicable tariff schedules as filed from time to time with the California Public Utilities Commission ("CPUC"). No agent of Southern California Gas Company has authority to make any terms or representations not contained in this contract and the tariff schedules and Applicant hereby waives them and agrees neither Company nor Applicant shall be bound by them. This contract is at all times subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

8.0 Authorization

Applicant hereby authorizes the following individual(s) as the Applicant's pre-qualified Design Representative(s) (ADR) for the above referenced project.

Name of Applicant's Pre-Qualified Design Representative(s) (ADR)

(Print)

(Print)

Designer Phone Number: _____

Designer Address: _____

Date of Pre-qualification by So. Cal. Gas Co.: _____

Name of Applicant: _____

(Print)

Signature of Applicant: _____

Date: _____

SoCalGas Company Representative: _____