

SAMPLE FORMS
Contracts
Agreement for Collectible Work, Form No. 1603 (Rev. 12/06)

T

(See Attached Form)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 3690
DECISION NO.

ISSUED BY
Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
DATE FILED Dec 8, 2006
EFFECTIVE Jan 7, 2007
RESOLUTION NO. _____



AGREEMENT FOR COLLECTIBLE WORK

D



Date Prepared _____

Work Request # _____

Estimate Prepared by _____

ML _____ Phone # (_____) _____

Purchaser Name and Job Address

Name _____

Billing Name and Address, If Different

Name _____

Address _____

Address _____

City _____

City _____

Phone # (_____) _____

Phone # (_____) _____

Gas Account # _____

Purchaser requests and authorizes The Gas Company to perform the following Work:

PLANNING ESTIMATE	ALTERATION ESTIMATE	JOB ESTIMATE SUBTOTAL	ITCCA TAX	TOTAL JOB ESTIMATE
\$	\$	\$	\$	\$

NOTE: IF WORK UNDER THIS AGREEMENT IS NOT STARTED WITHIN NINETY (90) DAYS FROM THE DATE OF ACCEPTANCE, THE AGREEMENT MAY BE TERMINATED BY EITHER PARTY.

Purchaser agrees to pay The Gas Company a fixed amount of \$ _____, due and payable in advance.

Purchaser agrees if the scope of the job changes as requested by the Purchaser, the Purchaser will be financially responsible for the difference for the new estimated charges and agrees to pay within 30 days of invoice. Purchaser agrees that if The Gas Company brings any action to enforce the provisions of this Agreement, it shall be entitled to recover its attorneys' fees and costs, in addition to any other relief to which it is entitled.

Purchaser agrees that any excavation made by Purchaser that is to be entered by Gas Company employees, agents or subcontractors shall conform to all requirements of the State of California construction safety orders, particularly the provisions of Article 6, Section 1539 through 1547, which relate to the safe construction of trenches and excavations. Purchaser further agrees to take all reasonable care in protecting The Gas Company's property from damage, including the use of procedures which will not place undue strain on pipes during excavation and backfill or cause damage to pipe protective coatings.

Purchaser shall indemnify, defend and hold harmless The Gas Company from and against any and all liability of every kind and nature for (i) injury to or death of persons, including without limitation, employees or agents of The Gas Company or of Purchaser; (ii) damage, destruction or loss, consequential or otherwise, to or of any and all property, real or personal, including without limitation, property of The Gas Company, Purchaser or any other person; (iii) violation of local, state or federal laws or regulations (excluding environmental laws or regulations); and (iv) including attorneys' fees incurred in defending against such liability or enforcing this provision – resulting from or in any manner arising out of or in connection with the performance of the Work including the indemnity obligations imposed on The Gas Company by the owner of the Job Address if other than Purchaser, by the local jurisdiction in which the Work performed or which issues a permit for any part of the Work, excepting only those liabilities arising from the sole negligence or willful misconduct of The Gas Company or its agents compared to any other person.

Purchaser shall indemnify, defend and hold The Gas Company harmless from and against any and all liability (including attorneys' fees incurred in defending against such liability or in enforcing this provision) arising out of or in any way connected with the violation of or compliance with any local state or federal environmental law or regulation as a result of pre-existing conditions at the Job Address, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as a result of the Work ("Pre-Existing Environmental Liability"), including but not limited to liability for the costs, expenses and legal ability for environmental investigations, monitoring containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties and fines arising from the violation of any local, state or federal law or regulation, attorneys' fees, disbursements, and other response costs. As between Purchaser and The Gas Company, Purchaser agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Purchaser agrees that The Gas Company may stop Work, terminate the Work, redesign it to a different location or take other action reasonably necessary to complete the Work without incurring any Pre-Existing Environmental Liability.

AGREED AND ACCEPTED _____ (DATE)

PURCHASER _____ (HOMEOWNER OR NAME OF COMPANY)

THE GAS COMPANY BY _____ NAME (PRINT)

(PURCHASER OR AUTHORIZED REPRESENTATIVE (PRINT) (TITLE)

(SIGNATURE)

(SIGNATURE OF PURCHASER OR AUTHORIZED REPRESENTATIVE)

ACCOUNT #	COST CENTER	BASE	REGION	DATE COMPLETED