

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

E-4

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RESOLUTION: E-2045

EVALUATION & COMPLIANCE DIVISION

BRANCH: Energy

DATE: June 5, 1985

R E S O L U T I O N

AUTHORIZATION FOR SOUTHERN CALIFORNIA EDISON COMPANY (SCE) TO FILE A SAMPLE FORM CONTRACT FOR USE IN CERTAIN INSTANCES WHERE PRELIMINARY EXPENSES ARE INCURRED BEFORE ELECTRIC SERVICE FACILITIES ARE INSTALLED, REMOVED, REPLACED OR RELOCATED BY SCE

By Advice Letter 679-E, filed May 1, 1985, SCE requests authority to file a Sample Contract Form as set forth on Cal. P.U.C. Sheets Nos. 8343-E through 8345-E, inclusive. The facts are as follows:

1. The purpose of this filing is to submit, for Commission approval, a new Form No. 16-238, titled; "Preliminary Design and Engineering Agreement", for use where an Applicant makes a request which requires SCE to incur expenses for engineering and design work before electric service facilities are installed, removed, replaced, or relocated. A copy of this sample form is shown as Attachment A to this resolution.
2. The attached agreement form reflects SCE's present practice to require estimated payments for preliminary design and engineering. For major projects, SCE currently utilizes Form No. CSD-443, Letter of Agreement, Cal. P.U.C. Sheet No. 4686-E.
3. For smaller projects requiring individual design and engineering, SCE intends to utilize the attached agreement to assure consistent administration of SCE's present practice in an orderly manner. These advance payments are not required in the majority of applications for service, such as residential and small commercial.
4. The attached Preliminary Design and Engineering Agreement requires the Applicant to pay SCE in advance for the estimated costs of such design and engineering. Payments made under this agreement are applied to the Applicant's payment for construction pursuant to a written contract for performance of the contemplated work.
5. However, if the work cannot be completed through no fault of SCE or Applicant fails to execute a written contract to perform the final work within one year, Applicant's payment for preliminary design and engineering is forfeited to SCE.

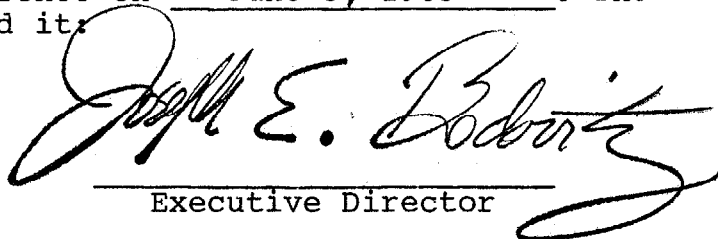
6. To require SCE to pay for such preliminary design and engineering work for a project that may not be completed would place an unfair burden on all other ratepayers.
7. The staff of the Evaluation and Compliance Division has reviewed this filing and believes that the approval of Sample Form No. 16-238 is in the public interest and will expedite the handling of requests for preliminary design and engineering work to be done by SCE.
8. Public notification of this filing has been made by mailing copies of this Advice Letter to other utilities, governmental agencies, and to interested parties who requested notification. No protests have been received in this matter.
9. We find that this filing is just and reasonable, and will result in special agreements that are compensatory, nondiscriminatory and will provide preliminary service to customers and applicants in such a manner as to not place a burden on other ratepayers.

THEREFORE:

1. Southern California Edison Company is ordered under Sections 451, 454, and 532 of the Public Utilities Code to place the above tariff sheets into effect today in accordance with General Order 96-A.
2. This contract form shall be subject to revision or cancellation by the Commission if future circumstances including a decision in OIR 84-07-045 relating to the implementation of competitive bidding, make it necessary.
3. Future special agreements for preliminary design and engineering for electric facilities shall be made on this new contract form and further authorization shall not be required, except as noted in Paragraph 2 above.
4. The above tariff sheets shall be marked to show that they were approved for filing by Commission Resolution E-2045. This resolution is effective today.

I certify that this resolution was adopted by the Public Utilities Commission at its regular conference on June 5, 1985. The following Commissioners approved it.

DONALD VIAL
President
VICTOR CALVO
PRISCILLA C. GREW
WILLIAM T. BAGLEY
Commissioners


Executive Director

PRELIMINARY DESIGN AND ENGINEERING AGREEMENT

The Agreement is between Southern California Edison Company ("SCE") and _____, ("Applicant").

Applicant may request at a future date that Southern California Edison Company perform work related to the installation, removal, relocation, rearrangement and/or replacement ("WORK") of SCE's electric service facilities at _____

Applicant therefore requests that SCE estimate the cost to perform the WORK. SCE must incur certain expenses for preliminary design and engineering of the WORK in order to estimate the cost to perform the WORK contemplated by the Applicant. Applicant agrees to pay SCE for such expenses under the following terms and conditions:

1. Applicant shall pay SCE the sum of \$ _____ in advance for expenses incurred by SCE for preliminary design and engineering of the WORK contemplated by Applicant.
2. If Applicant desires SCE to perform the WORK contemplated by Applicant, Applicant shall execute a separate written contract to perform the WORK. If SCE performs the WORK contemplated by Applicant pursuant to a contract executed by Applicant within one year from the date herein, the sum paid to SCE by Applicant pursuant to this Agreement shall be applied without interest to whatever sums are payable by Applicant pursuant to the contract to perform the WORK. The sums required by the contract to perform the WORK, may include costs for additional design and engineering related to the WORK contemplated by the Applicant.
3. The sum paid by Applicant pursuant to this Agreement shall be forfeited to SCE if (a) Applicant requests SCE to perform the WORK but the WORK cannot be completed through no fault of SCE's, or (b) Applicant fails within one year from the date herein to execute a written contract for SCE to perform the WORK.
4. SCE may require Applicant to pay an additional sum pursuant to this Agreement if SCE must modify the scope of the preliminary design and engineering as a result of any change in the WORK contemplated by the Applicant.
5. This Agreement shall not be construed as a contract to provide electric service to Applicant or as a contract to perform the WORK contemplated by Applicant.

DATED:

By _____
Signature

Name and Title

For _____
Applicant