(UT Apr2015) Estimator's name

 C/C:

Account #:      Request #:

Service ID #:      Contract #:

**SUBDIVISION DISTRIBUTION SYSTEM**

**DESIGN WORK AUTHORIZATION AGREEMENT
between
ROCKY MOUNTAIN POWER
and
//DEVELOPER'S LEGAL NAME//**

This **Subdivision Distribution System Design Work Authorization** **Agreement** (“Agreement”) is entered into between PacifiCorp, doing business as Rocky Mountain Power (“Company”), and **//Developer's Legal Name//** (“Developer”), for work on a **Subdivision Electrical Distribution System** design for Developer’s development to be known as //name of subdivision and phase// (the “Development”); located at or near // location//, in //County//, Utah, for //number of lots to be served at this time// lots or parcels within the Development. The location of the Development and lots within the Development are more specifically described in the Developer submitted plat. Company and Developer are each sometimes referred to herein as “Party” or collectively as “Parties.”

Company's filed Electric Service Regulations (the “Regulations”) of the Utah Public Service Commission (“Commission”), as they may be amended from time to time, regulate this Agreement and are incorporated into this Agreement. In the event of any conflict between this Agreement and the Regulations, such regulations shall control. They are available for review at Developer’s request.

WHEREAS, Developer desires to engage the Company to design a subdivision primary or secondary voltage distribution system prior to receiving approval of the design plat from the local government’s planning office (“City”);

WHEREAS, Developer submitted to the City a completed Development plat on       ;

 date submitted

WHEREAS, Company does not design subdivision distribution systems preliminary to City approved plats without agreement with developers to compensate Company for said design work;

WHEREAS, Developer is willing to compensate Company for any design work performed prior to City approval of the plat and regardless of whether the City approves the plat as submitted;

THEREFORE, the Parties agree as follows:

1. **Submission of Completed Plat.** Developer will submit with this executed Agreement a completed plat of the Development.
2. **Subdivision Electrical Distribution System Design and Estimate.** In order to more efficiently serve the Developer’s need for a design, after receipt of a completed plat of the Development and this executed Agreement, the Company agrees to begin, in the order received and based on available resources, design activities for the subdivision distribution system using its standard estimating methods. This Agreement applies only to design activities that are performed prior to City approval of Developer’s plat. The complete design and estimate will be provided to the Developer only after a superseding line extension agreement has been signed and any advance due has been paid.
3. **Voltage.** TheCompany design will provide for 120/240 volt, single-phase electric service to the lots or parcels within the Development.
4. **Developer’s Plat Warrantee.** The Developer warrants that a completed plat for the Development was submitted by the Developer to the City. The Developer is fully committed to the design plat submitted to the City and warrants that the plat design submitted to the City and the plat design submitted to the Company are in all essential aspects the same.
5. **Payment upon City Non-approval.** In the event the Development is not approved by the City within 45 days of the date of this Agreement, the Developer agrees to pay the Company’s actual costs for design services in relation to the Development and performed pursuant to this Agreement.
6. **Changes in Design.** Developer understands that any changes in the design may result in the need for a new cost estimate and engineering design. Developer agrees to pay the Company’s actual costs for any design changes requested subsequent to the original plat design submitted to the Company with this executed Agreement.
7. **Construction.** This Agreement is only for preliminary design work, and not for construction of the Development. Construction is contingent upon City approval of the Development’s plat and Developer entering into, with Company, a line extension agreement for installation of the subdivision distribution system within the Development.
8. **Term.** This Agreement terminates ninety (90) days from the date of the latest signature shown below (the “Effective Date”) and as such, the design provided under this Agreement is valid only for the term of this Agreement. If Developer fails to sign a line extension agreement for installation of the subdivision distribution system within 90 days of the Effective Date of this Agreement, Developer agrees to pay the Company’s actual costs for design provided under this Agreement. If Developer’s plat is approved and Developer enters into a Line Extension Agreement prior to 90 days from the Effective Date of this Agreement, this Agreement terminates upon execution of said line extension agreement and payment of amounts owed under that agreement.
9. **Governing Law; Venue.** All provisions of this Agreement and the rights and obligations of the Parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah.

**10. Attorneys’ Fees.** If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

**11. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**

12. **Counterparts.** This Agreement may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument

**13. Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the Parties related to the same subject matter. **This Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.**

**//DEVELOPER'S LEGAL NAME//**

By

 signature

 NAME (type or print legibly) TITLE

 DATE

**ROCKY MOUNTAIN POWER**

By

 signature

 NAME (type or print legibly) TITLE

 DATE

Developer’s Mailing Address for Executed Agreement

#  ATTENTION OF

#  ADDRESS

#  CITY, STATE, ZIP

Rocky Mountain Power’s Mailing Address for Executed Agreement

#  ADDRESS

#  CITY, STATE, ZIP