

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

632e



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
April 8, 2010

SUBJECT: Release Order #5660017483 with Southern California Gas Company for the Direct Assistance Program

RECOMMENDED MOTION: That the Board of Supervisors approve and:

1. Authorize the Chairman of the Board to sign the attached Release Order to Agreement #560017483 between Southern California Gas Company (SCGC) and Community Action Partnership of Riverside County (CAP Riverside) for the term January 1, 2010 through January 24, 2011, in the amount of \$86,100.
2. Instruct the Auditor Controller to adjust the budget as identified in the attached Schedule A.
3. Authorize the Executive Director of CAP Riverside to administer the program and sign exhibits, assurances and reports made under the Agreement.

(Continued - 3 pages total)

[Signature]

Maria Y. Juarez, SCAP, Deputy Director for
Lois J. Carson, CCAP, Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$21,525	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% Southern California Gas Company	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
[Signature]
BY: *[Signature]*
Debra Cournoyer

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY *[Signature]* 4/19/10
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY *[Signature]* 4/19/10
 LARISA R-MCKENNA, Departmental

Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.22 on 6/2/09 | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.16

FROM: Community Action Partnership
of Riverside County

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for the Direct Assistance Program

PAGE: 2 of 3

BACKGROUND:

On June 2, 2009 (#3.22), the Board of Supervisors approved the Master Service Agreement #6160014874, with SCG authorizing CAP Riverside to install weatherization measures, including appliance repair and replacement, in homes of eligible low-income residents of Riverside County and conduct energy education workshops.

Release Order #5660017483 establishes funding for program year 2010 for the term January 1, 2010 through January 24, 2011.

Therefore, the Executive Director of CAP Riverside requests that the Board approve Release Order #5660017483 not to exceed \$86,100 covering the term January 1, 2010 through January 24, 2011.

FINANCIAL IMPACT: No County General Funds will be required. \$21,525 will be expended in FY 2009/2010. The balance of \$64,575 will be included in FY 10/11 through the normal budgeting process.

CONCUR/EXECUTE: Auditor Controller

LJC:MYJ:KA:jb

FROM: Community Action Partnership
of Riverside County

DATE: April 8, 2010

SUBJECT: Agreement #5560017483
with Southern California Gas Company
for the Direct Assistance Program

PAGE: 3 of 3

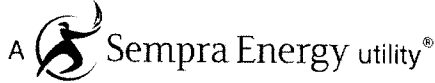
SCHEDULE A
Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2009/2010

INCREASE IN APPROPRIATIONS:

CAARC-21050-5200200000-530020	Board Other	\$21,525
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INCREASE IN EST. REVENUE:

CAARC-21050-5200200000-777580	Support Services	\$21,525
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Southern California Gas Company Release Order 5660017483

PROJECT: 2010 CAP Riverside Release - Wx	RELEASE ORDER 5660017483 NO. DATE: 1/1/2010
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In accordance with Agreement No. 6160014874 between Southern California Gas Company (Company) and COMMUNITY ACTION PARTNERSHIP (Contractor) the services/work below are authorized and released as follows:

Project Name: 2010 CAP Riverside Release - Wx
Company Project Manager: Delia Meraz
Project Manager Phone No: 213-244-3281

Scope

Supplier will provide services as detailed in MSA 6160014874

Documents Incorporated by Reference

The below listed documents are hereby made a part of this Agreement by this reference:

Technical Documents:

Term and Project Schedule

The services/work shall commence on 1/1/2010 and shall be completed by 1/24/2011.

Compensation

The Not-To-Exceed Price ("NTE") for the Services is \$86,100.00. Contractor shall notify Company in writing when the costs incurred under this Agreement based upon SCHEDULE C - COMPENSATION equal ninety percent (90%) of \$86,100.00. Company will not be required to pay Contractor for the Services more than the NTE price unless and until, at Company's sole option, Company elects in writing to increase the NTE price of the Agreement.

Contractor hereby agrees to accept as full compensation for satisfactory performance of the Services the following labor rates and factors in SCHEDULE C - COMPENSATION

Electronic Invoicing Instructions

Upon request of Company, Contractor shall be required to submit invoices electronically. If necessary, Company shall train Contractor's staff and provide necessary support for an electronic invoicing application. Additionally, Company shall provide secure access to Company's electronic invoicing network. Upon implementation of this system, Contractor

shall be required to use the electronic invoicing system for all applicable invoices. Electronic invoicing shall not require electronic payment.

Evaluated Receipt Settlement (ERS) Instructions

Contractor shall, upon request of Company, be compensated via Evaluated Receipt Settlement (ERS). In an ERS transaction, invoicing by Supplier shall not be required on certain orders.

Payment Terms

Payment terms shall be in accordance with Agreement No. 6160014874 unless otherwise specified herein.

Payment Methods

At no additional cost, Company shall make payment through check, credit card, or wire transfer protocol.

Subcontractors

Full Name	Work Description
CRS (Vasquez)	Weatherization
Ace & Sons	Weatherization

Prohibition on Non-Public Information Sharing

Contractor understands that the California Public Utilities Commission ("CPUC") and the Federal Energy Regulatory Commission ("FERC") have issued certain Affiliate Rules, including, without limitation, *CPUC Decision ("D") 06-12-029*; FERC Order 697 (18 C.F.R. Section 35.39(g)); and FERC Order No. 2004. Contractor and its permitted subcontractors may be in receipt of or have access to non-public information which is subject to the foregoing rules. In accordance with those rules, Contractor understands and agrees, and shall cause its permitted subcontractors to understand and agree not to disclose or allow access to: (1) any non-public information of San Diego Gas & Electric Company and/or Southern California Gas Company with any entity affiliated with such utilities by virtue of substantial, even if not majority, direct or indirect ownership other than the ultimate parent company of both such entities, Sempra Energy (each, a "Sempra Subsidiary"); (2) any non-public electric or gas marketing, procurement or transmission-related information of any Sempra Subsidiary with any other Sempra Subsidiary; (3) any non-public transmission-related information of any Sempra Subsidiary's transmission operations with persons participating in the performance of the same Sempra Subsidiary's or any other Sempra Subsidiary's electric and/or gas procurement, marketing or other merchant functions; or (4) any gas procurement, marketing or merchant information associated with Southern California Gas Company's merchant function with persons participating in the performance of Southern California Gas Company's and/or San Diego Gas & Electric Company's gas operations function. This provision is only applicable to the extent allowed by law

Training

Contractor and permitted subcontractors understand and agree that they may be required to complete training regarding the foregoing at the Company's sole discretion.

Release Schedules

The following Contract Schedules are attached hereto and incorporated by reference herein

SCHEDULE A - RESERVED

SCHEDULE B - RESERVED

SCHEDULE C - COMPENSATION

This Release Order shall be governed by the terms and conditions of Agreement No. 6160014874. No other terms and conditions shall be of force or effect except those referenced above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of **1/1/2010**.

Southern California Gas Company, a California corporation, by its duly authorized agent, San Diego Gas & Electric Company, a California corporation	COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY
By: _____	By: _____
Name: Joe Pierzina	Name: _____
Title: Portfolio Manager	Title: _____

FORM APPROVED COUNTY COUNSEL

BY: Larisa R-Mckenna 4/8/10
LARISA R-MCKENNA DATE

SCHEDULE A – RESERVED

SCHEDULE B – RESERVED

SCHEDULE C – COMPENSATION

Total units and contract amounts cover the period for installations from 01/01/10 and 12/31/2010.

Contractor shall be compensated for the Services performed under this Release on a 'Unit Price' basis from in accordance with the following:

Total Weatherization and In-Home Energy Ed Units:	200
Maximum Weatherization, In Home Energy Education and Appliance Funds	<u>\$86,100.00</u>
Maximum Contract Amount Not To Exceed ("NTE"):	<u>\$86,100.00</u>

WEATHERIZATION MEASURES/SERVICES/FEES	UNIT	Reimbursement Fee
Door - 24", 28", 30", 32", & 36" , Solid Core 1 3/8 or 1 3/4	Each	\$101.00
Door - 34" & 42" Solid Core, 24", 28", 30", 32", 34", 36" Solid Core Half lite, 1 3/8" or 1 3/4"	Each	\$160.75
Specialty Door	Cost of Door Plus 10% and Labor	Varies
Lockset	Each	\$33.50
Deadbolt	Each	\$33.50
Hinges, loose pin	Each	\$9.75
Hinges, locking pin	Each	\$12.00
Hinges, spring	Each	\$16.75
Double door slide bolt	Each	\$11.25
Door or window casing including caulking	Per Lin. Ft. for Materials Plus Labor	Varies
Door jamb stock including caulking	Per Lin. Ft. for Materials Plus Labor	Varies
Door stop including caulking	Per Lin. Ft. for Materials Plus Labor	Varies
Striker plate, regular	Each	\$6.50
Striker plate, safety	Each	\$6.75
Lockset Brace (1 per door)	Each	\$35.25
Door Handle	Each	\$5.25
Weatherstripping- Mobile Home Door	Each	\$20.50
Eave Vent	Each	\$19.75
Dormer/Gable/Mushroom/Vent	Each	\$55.50
Turbine Vent	Each	\$64.25
Vent Screen	P/Sq. Ft. + Labor	\$9.75

WEATHERIZATION MEASURES/SERVICES/FEES	UNIT	Reimbursement Fee
Roof Mastic	P/Home	\$12.25
Wall Repair (tape joint compound, plaster)	P/Home	\$37.75
Wall Repair (stucco patch or plywood)	P/Home	\$40.25
Shower Adapter	Each	\$5.25
Shower Diverter Valve	Each	\$33.25
Window Set Assembly	Cost of Window Plus 10% and Labor	Varies
Silicone Caulking (crack or bb hole)	P/Home	\$9.75
Glazing Compound per window-from sash to sash	P/ Window	\$11.00
Glass: D.S. or S.S. including glazing compound	P/Sq. FT. Materials Plus Labor P/Sash	Varies
Glass: Tempered or Polycarbonate including glazing compound	P/Sq. FT. Materials Plus Labor P/Sash	Varies
Glass: Specialty	Cost of Glass Plus 10% and Labor	Varies
Louvered (jalousie) Windows	P/Louver	\$10.00
New Attic Access (24" x 30")	Each	\$70.00
Utility Penetration	P/Home	\$10.25
Attic Access Door	Each	\$29.75
Attic Insulation – R38	P/Sq Ft.	\$1.25
Attic Insulation - R30	P/ Sq Ft.	\$1.00
Attic Insulation - R19	P/ Sq Ft.	\$0.75
Attic Insulation - R13 (knee wall)	P/ Sq Ft.	\$0.50
Caulking per l.f. (maximum of 100' without Company approval)	P/ Lin. Ft.	\$0.37
Door Weather-stripping & Caulking	Each	\$43.75
Door Threshold	Each	\$20.50
Door Shoe	Each	\$18.50
Foam Tape (FAU/WH Closet Door)	Each	\$10.75
FAU Closet Door Latch	Each	\$16.25
Low Flow Showerhead	Each	\$16.75
Hand Held Showerhead	Each	\$34.00
Water Heater Blanket– Individual	Each	\$51.00
Water Heater Blanket – Central	Each	\$85.75
Faucet Aerator	Each	\$6.50
Faucet Aerator Adapter	Each	\$6.50

WEATHERIZATION MEASURES/SERVICES/FEEES	UNIT	Reimbursement Fee
Duct Repair – in conjunction with Ceiling Insulation	P/Joint	\$20.75
Switch & Outlet Gaskets & Covers	P/Home	\$9.00
Evaporative Cooler Register Cover	Each	\$35.50
Air Conditioner Cover (Window/Wall)	Each	\$35.50
Water Heater Pipe Insulation	P/Home	\$19.75
Dryer Venting - Opening With Vent	P/Vent	\$58.25
Dryer Venting - Vent Only	P/Vent	\$21.25
Exhaust Venting (Kitchen/Bath) - Opening With Vent	P/Vent	\$58.25
Exhaust Venting (Kitchen/Bath) - Vent Only	P/Vent	\$21.25
Combustion and Ventilation Air (CVA)	P/Appliance	\$58.25
Natural Gas Appliance Testing (NGAT)	P/Home	\$28.50
Natural Gas Appliance Testing (NGAT) – Leveraging Fee	P/Home	\$1.00
Seal FAU Platform (Caulking Around Base)	P/Appliance	\$17.00
Furnace Clean and Tune	P/Appliance	\$56.50
Furnace Filter (done in conjunction with Furnace Clean and Tune)	P/Appliance	\$10.50
Outreach and Enrollment - Qualified by SCG	P/Home	\$46.00
Outreach and Enrollment - Qualified by other IOU	P/Home	\$26.00
Outreach and Enrollment - Self-Certification	P/Home	\$42.00
Outreach and Enrollment - Treated Home (does not meet the combined three measure minimum due to NGAT)	P/Home	\$26.00
Assessment - three or more gas measures	P/Home	\$30.00
Assessment - less than three gas measures but meet three measure minimum with electric measures	P/Home	\$15.00
Assessment - high level assessment completed by installation crew when outreach is performed by different contractor	P/Home	\$10.00

WEATHERIZATION MEASURES/SERVICES/FEES	UNIT	Reimbursement Fee
Assessment - complete clothes washer assessment form.	P/Home - must have an operational clothes washer and dryer	\$5.00
In-Home Energy Education	P/Home	\$15.00
Document and Data entry of customer unwilling or unable to participate	P/Home	\$4.00
Admin & Program Support Services (Outreach and Installation completed by same contractor)	P/Home	\$37.00
Processing	P/Home	\$10.00
Admin & Program Support Services (Outreach is performed by different contractor)	P/Home	\$16.00
Processing	P/Home	\$10.00
Trip Charge for dwellings that receive water measures only	P/Home	\$33.90
Trip charge for dwellings that were enrolled by a different contractor but did not meet the minimum measure requirement	P/Home	\$67.80
DUCT TESTING AND SEALING SERVICES/FEES	Unit	Reimbursement Fee
Duct Testing (includes Admin fee)	P/Home	\$133.00
Duct Sealing - 60 minutes or less	P/Home	\$113.00
Duct Sealing - 61-90 minutes	P/Home	\$170.00
Duct Sealing - greater than 90 minutes	P/Home	\$226.00
Duct Board Installation	Unit	Reimbursement Fee
Duct Board Installation	P/Home when applicable	\$61.25
Note: Minor caulking/sealing of the platform is not considered "Duct Board Installation".		
Notes: * Weatherization labor paid at a rate of \$33.90 per hour		

APPLIANCES			
Furnace Replacements (with prior Company approval).			
WALL AND FLOOR UNITS	UNIT	Reimbursement Fee	
Single Wall Furnace	Each	\$1,545.00	
Dual Wall Furnace	Each	\$1,690.00	
Direct Vent	Each	\$1,245.00	
Floor Furnace – Up to 30K BTU	Each	\$1,545.00	
Floor Furnace – 30K BTU to 50K BTU	Each	\$1,545.00	
Remove Floor Furnace (Single)	Each	\$155.00	
Remove Floor Furnace (Dual)	Each	\$205.00	
		Reimbursement Fee	
Forced Air Units	UNIT	SINGLE - 80%	MOBILE - 80%
FAU Horizontal Units (ATTIC)*	Each	\$1,695.00	
Upflow Closet FAU – Up to 120K BTU	Each	\$1,660.00	\$1,825.00
Downflow Closed Combustion MH FAU – Up to 120K BTU - SHORT	Each		\$1,700.00
Downflow Closed Combustion MH FAU – Up to 120K BTU - TALL	Each		\$1,755.00
Install Attic Platform (includes adding to an existing platform)	Each	\$75	
Install Attic Light (includes relocating the light)	Each	\$75	
Miscellaneous	UNIT	Reimbursement Fee	
Permit	Each	Actual Cost	
Free Standing Kit	Each	\$111.25	
Rear Kit (Single Wall)	Each	\$63.25	

Furnace Repairs		
Floor/Wall Furnace Parts (repair invoice cost not to exceed \$450 without consent from Company)		
Floor/Wall Furnace Parts	Unit	Reimbursement Fee
Gas Valve/millivolt	Each	\$179.25
High Limit/Vent Switch	Each	\$56.00
Line Valve	Each	\$23.75
Flex Connector	Each	\$23.75
Pilot Assembly	Each	\$54.25
Pilot Assembly w/Generator	Each	\$81.25
Pilot Generator/Cartridge	Each	\$47.25
Pilot Tubing	Each	\$18.25
Thermocouple	Each	\$22.25
Thermostat	Each	\$57.00
Thermostat Wires	Each	\$20.50
Raceway	Each	\$30.75
Regulator	Each	\$44.25
Vent Cap	Each	\$28.75
FAU - Door Handle	Each	\$5.00
Floor Furnace Repair Fee	Each	\$27.25
4" Vent Pipe 8' or Less	P/Foot for Material + Labor	Varies
4' Vent Offset	Each	\$36.25
4" flashing	Each	\$41.25
FAU Parts (repair invoice cost not to exceed \$500 without consent from Company)		
FAU Parts	Unit	Total
Circuit Board	Each	\$116.50
Fan Motor	Each	\$145.50
Fan Relay	Each	\$24.75
Fan Switch (temp actuated)	Each	\$36.25
Flame Sensor	Each	\$54.50
Gas Control Valve- Millivolt	Each	\$179.25
Gas Control Valve- 24 volt	Each	\$126.00
Gas Control Valve- 5 wire gas valve	Each	\$175.25
Gas Control Valve- "Smart valve"	Each	\$224.75
Hot Surface Igniter	Each	\$53.00

FAU Parts	Unit	Total
Ignition Module	Each	\$180.00
Line Valve	Each	\$23.75
Flex Connector	Each	\$23.75
Pilot Assembly	Each	\$54.25
Thermocouple 24 "	Each	\$22.25
FAU- Non-programmable thermostat	Each	\$79.00
FAU- Programmable thermostat	Each	\$94.50
Thermostat Wires	Each	\$38.75
Transformer	Each	\$32.00
Vent Cap	Each	\$28.75
Filter	Each	\$20.25
4" vent pipe- 8 feet or less	P/Foot for Material + Labor	Varies
4" vent offset	Each	\$36.25
4" flashing	Each	\$41.25
Electrode	Each	\$48.00
Raceway	Each	\$30.75
2 wire pilot	Each	\$109.50
3 wire pilot	Each	\$113.50
Cam-Stat- F473	Each	\$81.50
Cam-Stat- FAL3	Each	\$110.25
Cam-Stat- FAL7	Each	\$104.75
Cam-Stat- FALTS57	Each	\$134.25
Fan Center	Each	\$56.00
Gas Valve-700422	Each	\$196.50
Gas Valve-720474	Each	\$217.00
Pig Tail	Each	\$24.25
Hard-Pipe to exterior of FAU cabinet- In conjunction with FAU Repairs	Each	\$5.00
Retrofit Kit	Each	\$277.00
Gas Valve-HSI/DSI	Each	\$186.50
Fan/Limit Control	Each	\$116.50
R/L Pilot Assembly	Each	\$72.75

Furnace Repair for Parts/Material Not Listed Above (use labor rate of \$56.50/hr)	
Material Cost	Markup
0-\$50.00	100%
\$50.01-\$150.00	75%
Over \$150.00	50%
- For parts not listed, a document on vendor letterhead showing part and price must be submitted to DAP office for approval and included with the invoice.	
Water Heater Replacement	
Water Heater Replacement	Reimbursement Fee
All sizes Ultra-Low NOx	\$1,014.90 (includes cost of appliance, incidentals, flue CO test and installation).
All sizes Non Ultra-Low NOx	\$821.10 (includes cost of appliance, incidentals, flue CO test and installation).
Tankless Water Heater	Negotiated on a case by case basis as needed.
Permit	Actual Cost

Water Heater Repair Parts	Unit	Reimbursement Fee
Line Valve	Each	\$23.75
Flex Connector	Each	\$23.75
Pilot Tubing	Each	\$18.25
Thermocouple	Each	\$22.25
Vent Cap	Each	\$28.75
3" Vent Pipe 8' or Less- Dual Wall	P/Foot for Material + Labor	Varies
3" Vent Pipe 8' or Less- Single Wall	P/Foot for Material + Labor	Varies
3" Elbow- Dual Wall	Each	\$34.25
3" Elbow- Single Wall	Each	\$14.00
3" Wall Strap	Each	\$23.50
3" Flashing	Each	\$41.25
Storm Collar	Each	\$14.00
Water Heater Enclosure, Slab & Stand		
Shall only be done in conjunction with water heater replacement		
Service/Fees	Unit	Reimbursement Fee
24" Enclosure	Each	\$192.50
30" Enclosure	Each	\$203.25
24" Slab	Each	\$37.50
30" Slab	Each	\$69.50
24" Stand	Each	\$82.50
30" Stand	Each	\$93.25
Miscellaneous Appliance Items	Unit	Reimbursement Fee
Service/CO Fee (\$56.50 trip charge + \$10 CO test)	Each	\$66.50
Dual Pack - Repair Exceeds Cap		\$79.50
Appliance jobs canceled by customer - Requires customer signed waiver		\$56.50
Return trip to customer home when appliance is beyond the warranty period. Requires DAP approval prior to returning to customer home.		\$56.50
Crew Trip Fee - Applies only to work orders enrolled by a different contractor. Appliance service not feasible.		\$56.50