

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



631

FROM: Economic Development Agency

SUBMITTAL DATE:
March 6, 2014

SUBJECT: Riverside County Regional Medical Center Nursing and Allied Health Education Building
- Approval of Service Agreements, District 5, [\$88,118], CORAL Bond Proceeds Paid by RCRMC Enterprise Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached service agreement between the County of Riverside and Southern California Edison Company in the amount of \$77,025, and authorize the Chairman of the Board to execute the agreement on behalf of the county;
2. Approve the attached service contract between the County of Riverside and Southern California Gas Company in the amount of \$11,093, and authorize the Chairman of the Board to execute the attached contract on behalf of the county; and

(Continued)

FISCAL PROCEDURES APPROVED
BAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: [Signature] 3/5/14

[Signature]

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 88,118	\$ 0	\$ 88,118	\$ 357	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: CORAL Bond Proceeds (debt service to be paid by RCRMC Enterprise Fund)

Budget Adjustment: No
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

BY: [Signature]
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Prev. Agn. Ref.: 3-82 of 2/26/13

District: 5/5

Agenda Number:

3-7

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 2/27/14
MARSHALL VICTOR
Departmental Concurrence

By: [Signature]
Lowell Johnson, Interim Chief Executive Officer
Riverside County Regional Medical Center

☐ A-30
☐ Positions Added
☐ Change Order
☐ 4/5 Vote

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

Economic Development Agency

FORM 11: Riverside County Regional Medical Center Nursing and Allied Health Education Building - Approval of Service Agreements, District 5, [\$88,118], CORAL Bond Proceeds Paid by RCRMC Enterprise Fund

DATE: March 6, 2014

Page 2 of 2

RECOMMENDED MOTION: (Continued)

3. Delegate authority to the Assistant County Executive Officer/EDA, or his designee, for amendments not-to-exceed 10% of the contract amount for the service agreements with Southern California Edison Company and Southern California Gas Company for the Riverside County Regional Medical Center (RCRMC) Nursing and Allied Health Education Building Project.

BACKGROUND:

Summary

The County is in the process of constructing a new Allied Health Education building adjacent to Riverside County Regional Medical Center in Moreno Valley. The attached service agreements with Southern California Edison and Southern California Gas Company in the combined amount of \$88,118 are required for the extension of facilities as part of the construction agreement.

Impact on Residents and Businesses

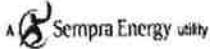
The RCRMC Nursing and Allied Health Education building will be a free-standing building, separate from the RCRMC hospital which will provide new and expanded space for services currently provided within the existing hospital. The approval of these service agreements will have no known impact on residents and businesses in the area.

Additional Fiscal Information

Expenditures for FY 2013/14 are estimated at \$88,118; ongoing insurance costs are estimated at \$357 annually to cover replacement should the Southern California Edison constructed facility fail beyond the initial year of installation. All costs associated with this project will be fully funded through County of Riverside Asset Leasing Corp. (CORAL) Bond Proceeds whose debt service is to be paid by the RCRMC Enterprise Fund, thus no net county costs will be incurred and no budget adjustment is required.

Attachment:

Southern California Edison Company Added Facilities Agreement
Southern California Gas Company Special Facilities Contract



Line Extension Contract

Reference:

Gas Company Project #: 00000167002

Project Location: 26520 CACTUS AVE

11/04/2013

SERGIO PENA
FACILITIES PROJECT MANAGER
COUNTY OF RIVERSIDE EDA
3403 10 TH ST REET SUITE 500
RIVERSIDE, CA 92501

Project Scope:

Non-Residential, commercial, project located at 26520 Cactus Ave and Nason Ave, in the City of Moreno Valley, County of Riverside.

SPECIAL FACILITIES

Install Service, Meter to the specified location in Company provided trench.

The engineering required for the installation of the gas facilities as described above in the Project Scope, based on the information you have provided us, has been completed. The attached "Exhibit A" dated 11/04/2013 details the estimated costs and allowances, and also indicates any advances and contributions, if required at this time.

Please provide us with an address list for the property, if applicable, including any internal apartment or unit numbers or letters as quickly as possible. This will assist us in providing timely installation of the requested gas meters and/or refunds of your refundable advances.

To acknowledge your receipt of the Exhibit A, confirmation of the scope of the Project, and receipt and agreement with the enclosed General Conditions, please have this letter executed by your authorized representative(s) (owner or corporate officer) and return all pages to The Gas Company representative listed below. Your return of the executed copy of this letter plus any required advance will constitute your request to The Gas Company to schedule the installation and your agreement to Exhibit A and the General Conditions. Timely return of this letter will ensure that your construction is not delayed. A copy of the letter has been provided for your records.

Thank you for this opportunity to provide you with natural gas to serve your energy requirements. We are pleased to have you as a Gas Company customer and want to provide you with the best possible service. If you have any questions, please contact me at (909) 335-7512.

Sincerely,

DONALD C. CANZONE
FIELD PLANNING ASSOCIATE
25200 TRUMBLE RD
ROMOLAND, CA 92585-0000

SOUTHERN CALIFORNIA GAS COMPANY

SPECIAL FACILITIES CONTRACT

GENERAL TERMS AND CONDITIONS

- 1. Tariff Rules.** 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 ("Commission"), including but not limited to, Company's Preliminary Statement and Rules 1, 2, 4, 9, 13, 20, 21 and 22. No Agent of the 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.
- 2. Commission.** This Contract is at all times subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.
- 3. Charges.** Applicant shall make the payments required hereunder as provided in the "Applicant Payments Required" section. Applicant shall pay any monthly Ownership Charges, representing the continuing ownership costs of the Special Facilities determined in accordance with the applicable percentage rates established in Company's Tariff Rule No. 2. This monthly Ownership Charge shall commence on the date the Special Facilities are first ready to serve, as determined by the Company. Company will notify Applicant, in writing, (which may be through its invoice) of such commencement date. Monthly Ownership Charges, utility-financed or customer-financed, and any alternate payment arrangements are provided for at the discretion of Company and are subject to the Applicant's creditworthiness, practicality of monthly or alternate payment arrangements, difficulty of administration of the contract, and other factors.
- 4. Change in Ownership Charge.** The monthly charges shown in the "Applicant Payments Required" section shall automatically increase or decrease without formal amendment to the Contract if the Commission should subsequently authorize a higher or lower percentage rate for monthly costs of ownership of Special Facilities as stated in Rule No. 2, effective with the date of such authorization.
- 5. Easements.** Where formal rights-of-way or easements are required in, under, across or through Applicant's property or the property of others for the installation of the Special Facilities, Applicant understands and agrees that Company shall not be obligated to install the Special Facilities unless and until any necessary permanent rights-of-way or easements, satisfactory to Company, are granted without cost to Company.
 - 5.1. General.** Applicant grants to the Company such easements and rights-of-way in, under, across and through the real property which is a part of the Job site ("Premises"), together with such rights of ingress and egress as may be necessary or convenient for the Company to install, operate, inspect, maintain, repair, replace and remove the Special Facilities.

5.2. Specific. Upon Applicant's request, the blanket easements granted Company may be deleted and replaced by non-exclusive easement(s) in mutually acceptable form and substance, provided that such easement(s), including the legal description(s), shall be provided at no expense to Company. The Company's acceptance of the easement(s) shall operate to terminate the blanket easement(s) for the applicable portion of the Premises, but shall not affect any of the other terms or conditions of this Contract or any of the tariff rules applicable to any utility service to be provided by Company.

6. Force Majeure. Company shall not be responsible for any delay in the installation or completion of the Special Facilities by Company resulting from events of Force Majeure (Rule No. 1). In the event that Company is prevented from commencing or completing the installation of the Special Facilities due to reasons of Force Majeure within twelve months following the acceptance date of this Contract, Company shall have the right to terminate the Contract or to revise its estimates of the cost figures to reflect any changes since the original costs were determined. Company shall notify Applicant of such termination, or of such adjusted costs and give Applicant the option to either terminate this Contract or proceed with the Contract as revised. Economic conditions or inability of Applicant to obtain financing and/or to sell any part of the Premises shall not be considered an event of Force Majeure.

7. Early Termination. If this Contract is terminated as set forth in Section 6, the provisions of Section 13 shall be applicable, based on that portion of the Special Facilities then completed, if any. Applicant shall also be responsible for any and all charges for any expense incurred by Company for any engineering, surveying, right-of-way acquisition expenses and other associated expenses incurred by Company for that portion of the Special Facilities not installed, or in Company's sole judgment, not useful in supplying permanent gas service to Company's other customers plus attorney's fees and costs of collection. If such expenses are greater or less than the payments previously made by Applicant, Applicant shall pay to Company, or Company shall refund the balance without interest, to Applicant, as the case may be.

8. Indemnity.

8.1. General. Applicant shall indemnify and hold Company harmless from and against all liability (excluding only Pre-Existing Environmental Liability) connected with or resulting from injury to or death of persons, including but not limited to employees of Company or Applicant, injury to property of Company, Applicant or a third party, or violation of local, state or federal laws or regulations (excluding environmental laws or regulations) (including attorney's fees) arising out of the performance of this Contract, except only for liability caused by the sole negligence or willful misconduct of Company. Provided, however, that as long as the liability is not caused by Applicant's willful misconduct, Applicant's duty to indemnify Company shall also not extend to liability to the extent it is caused by the negligence of Company.

8.2. Environmental. Applicant shall indemnify and hold Company harmless from and against any and all liability (including attorney's fees) arising out of or in any way connected with the violation or compliance with any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Job site, 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 performed under this Contract ("Pre-Existing Environmental Liability"), including, but not limited to, liability for the costs, expenses, and legal liability 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, attorney's fees, disbursements, and other response costs. As between Applicant and Company, Applicant agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Applicant agrees that Company may stop work, terminate the Job in accordance with Section 7, redesign the Job to a different location or take other action reasonably necessary to complete the Job without incurring any Pre-Existing Environmental Liability.

8.3. Withhold Rights. In addition to any other rights to withhold, Company may withhold from payments due Applicant such amounts as, in Company's reasonable opinion, are necessary to provide security against all loss, damage, expense and liability covered by the foregoing indemnity provision.

9. Title. Special Facilities provided hereunder shall at all times be and remain the property of Company.

10. Contract For Extension of Gas Line. This Contract supplements the appropriate Contract for Extension of Gas Line (Rule 20 and 21) for gas service presently in effect between Applicant and Company.

11. Special Facilities Charge. If it becomes necessary for Company to alter or rearrange the Special Facilities, Applicant shall be notified of such necessity and shall be given the option to either (i) terminate this Contract (and pay the amounts set out in Section 12) or (ii) pay to Company additional Special Facilities charges consisting of (a) a facility termination charge for that portion of the Special Facilities which is being removed because of alternation or rearrangement (determined in the same manner as described in Section 12) plus, (b) an additional Advance and/or rearrangement cost, if any, for any new Special Facilities requested; plus, (c) a revised monthly Ownership Charge based on the total installed cost of all new and remaining Special Facilities.

12. Termination Charges (except Lump Sum payments)

12.1. Customer financed. Upon discontinuance of the use of any Special Facilities for any reason, in addition to all other monies to which Company may be legally entitled or required to collect by virtue of such termination. Applicant having paid in full installed costs consistent with Rule 2 as an Advance under this Contract shall be required to pay the cost of subsequent replacement facilities installed in accordance with Section 11 above, less accumulated depreciation, if applicable, plus Company's costs of removal or abandonment less any remaining salvage value.

12.2. Utility financed. Upon discontinuance of the use of any Special Facilities for any reason, in addition to all other monies to which Company may be legally entitled or required to collect by virtue of such termination. Applicant shall pay to Company on demand a facility termination charge defined as the initial installed costs as determined by Company in accordance with its standard accounting practices and Rule 2, less accumulated depreciation, plus the cost of subsequent replacement facilities installed in accordance with Section 11 above, less accumulated depreciation, if applicable, plus Company's costs of removal or abandonment, plus any applicable ITCCA, less the salvage value of the Special Facilities to be removed or abandoned.

12.3. Removal or Abandonment. Company shall be entitled to remove or abandon and shall have a reasonable time in which to remove or abandon any portion of the Special Facilities located on the Applicant's premises.

12.4. Alteration and Retention. Company may, at its option, alter, rearrange, convey, or retain in place any portion of the Special Facilities located on other property off Applicant's Premises. Where all or any portion of the Special Facilities located off Applicant's Premises are retained in place and used by Company to provide permanent service to other customers, an equitable adjustment will be made in the facility termination charge.

13. Payment Terms. Unless otherwise expressly stated in writing signed by Company, all payments from Applicant are due and payable within 19 days from the date of invoice. Applicant agrees Company may apply any credits due Applicant under this Contract or any related Contract for Extension of Gas Line (Rules 20/21 contract) to amounts owed by Applicant to Company under this Contract, including the costs of collection (attorney's fees, whether or not suit is brought, and costs).

14. Incorporation by Reference/Revisions. All exhibits attached hereto and all applicable tariff schedules (whether or not specifically mentioned in this Contract or attached hereto) are incorporated by reference. This Contract, including the documents so incorporated, is the complete agreement between the parties respecting its subject matter. If there is more than one Contract, the effective Contract shall be the one with the highest/most current revision number and date.

At the request of Applicant, SOUTHERN CALIFORNIA GAS COMPANY (Company) hereby agrees, as an accommodation, to install at the Applicant's expense within a reasonable time, or to allocate for Applicant's use, at the Job Address, the Special Facilities, in accordance with its tariffs on file with and authorized by the California Public Utilities Commission (Commission), subject to the terms and conditions set out herein.

The undersigned Applicant agrees to perform all of its responsibilities as set out in Rule 2 and other applicable Company tariff schedules and acknowledges receipt of a copy of Rule 2, and the General Terms and Conditions and agrees to be bound by them and the Company together with any payment required hereunder within ninety days of the Contract Preparation Date shown on the first page, and (2) accepted by Company. This Contract shall then take effect without further notice to Applicant.

Applicant:


Accepted By: Southern California Gas Company

By: 

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS

DATE

Print Name: _____
Title: _____
Date:  _____

Print Name: _____
Title: _____
Date: _____

SOUTHERN CALIFORNIA GAS COMPANY - GENERAL CONDITIONS FOR LINE EXTENSIONS

These are the general conditions under which Southern California Gas Company ("The Gas Company") will provide line extensions for Applicants.

I. COSTS

A. Estimates and Duration. The enclosed Exhibit A estimate is valid for 90 days and may be revised after that time if the installation of gas facilities for the Project has not begun. Once The Gas Company begins the installation, the estimated cost will remain in effect for 12 months. If at the end of the twelve months the work is not complete, The Gas Company reserves the right to calculate its costs for the work completed, less applicable allowances, and issue a new project and Line Extension Contract for the remaining installation work. If additional monies are due, Applicant agrees to pay them within 30 days after invoice. Applicant will be responsible for costs of engineering, planning, surveying, right of way acquisition and other associated costs.

B. Allowances. Applicant(s) receiving allowances as an offset to the installation costs are responsible for these costs and may be billed subject to the following: line extension(s) where allowances have been granted to the Applicant based on future gas load(s) must have the gas meter(s) installed and turned on with bona fide load within six (6) months for main/main and service(s) installations and twelve (12) months for service(s) only installations. These time frames commence from the date The Gas Company completed the installation of gas facilities. If Applicant fails to comply, the Applicant will be billed for the difference between estimated allowances and authorized allowances, as described in Tariff Rules 20 and/or 21. The bill amount will include Income Tax Component Contribution and Advances (ITCCA/CIAC) Tax. Applicant requested temporary service(s) are fully collectible. Refunds shall be made and calculated in accordance with Rule 22.

C. Attorneys Fees and Offset. If The Gas Company is required to bring an action to collect monies due or to enforce any other right or remedy, Applicant agrees that The Gas Company is entitled to recover its reasonable attorneys' fees and costs. The Gas Company may withhold from any payments due Applicant any amounts Applicant owes The Gas Company.

II. INDEMNITY

A. General. Applicant shall indemnify and hold The Gas Company harmless from and against all liability (excluding only Pre-Existing Environmental Liability) connected with or resulting from injury to or death of persons, including but not limited to employees of The Gas Company or Applicant, injury to property of The Gas Company, Applicant or a third party, or violation of local, state or federal laws or regulations (excluding environmental laws or regulations) (including attorneys' fees) arising out of the performance of this Contract, except only for liability to the extent it is caused by the negligence or willful misconduct of The Gas Company.

B. Environmental. Applicant shall indemnify and hold The Gas Company harmless from and against any and all liability (including attorneys' fees) arising out of or in any way connected with the violation or compliance with of any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Project site, 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 Gas Company's work performed ("Pre-Existing Environmental Liability"), including, but not limited to, liability for the costs, expenses, and legal liability 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 Applicant and The Gas Company, Applicant agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Applicant agrees that The Gas Company may stop work, terminate it, redesign the gas facilities to a different location, or take other action reasonably necessary to complete its work without incurring any Pre-Existing Environmental Liability.

C. Withhold Rights. In addition to any other rights to withhold, The Gas Company may withhold from payments due Applicant such amounts as, in The Gas Company's reasonable opinion, are necessary to provide security against all loss, damage, expense and liability covered by the foregoing indemnity provisions.

III. WARRANTY

The Gas Company requires that Applicant warrant all materials and workmanship performed by Applicant (directly or through a contractor other than The Gas Company) shall be free of all defects and fit for their intended purpose. A one-year warranty on any materials and a two-year warranty on any installation work provided are required. If Applicant's work or materials fail to conform to the warranty, Applicant shall reimburse The Gas Company for the total cost of repair and/or replacement or The Gas Company may give Applicant the opportunity to fix within a reasonable time such defect(s). Such reimbursements are non-refundable and the amount of such reimbursements may be withheld by The Gas Company and offset against refundable amounts owed Applicant.

IV. TARIFF RULES / COMMISSION

A. This Line Extension Contract ("Contract") consists of and incorporates by reference the line extension contract letter, Exhibits A, General Conditions and all of The Gas Company's applicable tariff schedules and rules as filed from time to time with the California Public Utilities Commission ("Commission"), including but not limited to, the Preliminary Statement and Rules 1, 2, 4, 9, 13, 20, 21 and 22. Copies of these rules may be obtained by visiting the SoCalGas' Internet site at www.socalgas.com or by requesting copies from your Gas Company representative.

B. This contract is at all times subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

C. No agent of The 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 The Gas Company nor Applicant shall be bound by them.

V. JOINT AND SEVERAL LIABILITY

Where two or more parties are Applicants for a Project, The Gas Company shall direct all communications, bills and refunds to the designated Applicant, but all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

VI. STUB EXTENSIONS

Stub costs are refundable only to the extent the allowances generated by stub extensions exceed the main to meter installation costs, and only for ten years from the date of the stub installation. Refunds will be made without interest, and no refund will be made in excess of the amount advanced.

VII. AUTHORIZED SIGNATURE

If Applicant is a corporation, partnership, joint venture, or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture, or individuals as the case may be.

My signature below represents my agreement and acceptance of the Project confirmation, Exhibit A and Southern California Gas Company's General Conditions For Line Extension. I acknowledge and agree that The Gas Company's cost and allowance estimates for this Project were based on information provided by me or my authorized representative. I further acknowledge and agree that my signature represents my/my company's agreement and understanding that subsequent changes in Project scope may affect the installation price and further, that if allowances have been granted, an additional contribution may be required if the future loads on which the allowances were based do not materialize.

APPLICANT: COUNTY OF RIVERSIDE EDA

By:



(Authorized Signature)

(Print Name)

Title:

Date:

Address:

(Future bills, refunds, and correspondence will be mailed to the address given)

Telephone:

Social Security or Federal Tax ID No.

No.



FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

Date Mailed
11/04/2013

Project ID 00000167002

Exhibit A

COST AND ALLOWANCE CALCULATION (ESTIMATES)

(x) Trenching by Company (x) Gas Only Trench

\$ 6320.25 - \$ 0.00 - \$ 0.00 = \$ 6320.25

Project Cost * Site Preparation Allowance Applied

Advance Required (Refundable) \$ 0.00

Advance Required (Special Facilities Non-Refundable) \$ 6320.25

Advance Required (Other Non-Refundable) \$ 0.00

ITCCA (CIAC Tax) \$ 6320.25 X 22 % = \$ 1390.45

Special Facilities One-Time Ownership Charge \$ 3382.00

Payment Received \$ 0.00

Total Amount Due \$ 11092.70

* Site preparation reimbursement for applicant provided trench will be treated per Tariff Rules 20 & 21 and payments, if any, will be based on the agreed upon price per foot times the actual footage of the trench used.

Form 3905-D, Effective 09/05

Line Extension Contract #: 00000167002-1

Date Mailed
11/04/2013

Detach and return this portion with your payment.

THIS BILL IS NOW DUE AND PAYABLE



A Sempra Energy utility

COUNTY OF RIVERSIDE EDA
3403 10 TH ST REET SUITE 500
RIVERSIDE, CA 92501

NBMS Project ID 00000167002-1

PLEASE PAY THIS AMOUNT	11092.70
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9200016700201000000110927080000

92 000167002 8



A  Sempra Energy utility™

Applicant: COUNTY OF RIVERSIDE EDA	Fax: 000 000 0000
Contact: SERGIO PENA	Tel: 951 955 2809
From: DONALD C. CANZONE	Fax: 909 335 7916
Address: 25200 TRUMBLE RD	
Email Address: NBProcess-Inland@semprautilities.com	City/ST/Zip: ROMOLAND, CA 92585-0000
	Tel: 909 335 7512
	Date: 11/4/2013

The project planning and cost estimating for Project# **167002** has been completed and included with this letter. Under the Line Extension Rules, you have agreed to have SoCalGas perform the following gas facility installation:

INSTALL 260' OF 1" PIPE AND METER

SoCalGas estimated construction costs, (prior to applicable allowance, site prep fees & taxes) are broken down as follows:

Main	0
Stub	0
Service	4159.84
MSA	2160.41

Please execute your Line Extension contract and return by email or fax to the following:

Email: NBProcess-Inland@semprautilities.com
Fax: 1-866-448-3821

• If payment is due, please remit payment with Exhibit A Stub to:

Southern California Gas Company
Sundry Billing ML 711D
P.O. Box 2007
Monterey Park, CA 91754-0957

Construction cannot begin until your signed Line Extension Contract documents and payment have been received and recorded by SoCalGas.

If you have any questions regarding this matter, please reply via email or fax to the above listed.

Thank you,

Southern California Gas Company
New Business Process Team



An Important Safety Bulletin From Southern California Gas Company

Information on Natural Gas Odorant

Dear Applicant,

You have requested natural gas service or an upsized meter to the location referenced by the project number above. **The purpose of this notice is to provide contractors who work on natural gas piping, appliances and equipment, and consumers of natural gas service with additional safety information on natural gas odorant and the potential for odor fade.**

Natural Gas Odorant: SoCalGas adheres to Department of Transportation (DOT) and California Public Utilities Commission (CPUC) rules and regulations regarding the odorizing of natural gas. SoCalGas adds an odorant to give natural gas a distinctive odor so leaks can be more readily detected. However, you should not rely on your sense of smell alone to determine if you have a gas leak. Even though a distinctive odorant is present in the gas to assist in the detection of leaks, there are a number of reasons why your sense of smell might not be enough to alert you to the presence of a natural gas leak. For example, some persons may not be able to detect the odor because they have a diminished sense of smell or are experiencing olfactory fatigue (temporary, normal inability to distinguish odor after a prolonged exposure to it). Some physical conditions, including common colds, sinus conditions, allergies, eating certain foods, inattentiveness, and the use of tobacco, alcohol, drugs and certain medications may lessen the ability to smell the odor. In addition, the odor may be masked or hidden by other odors that are present, such as cooking, damp, musty or chemical odors. And, certain conditions in pipe and soil may cause the odor to fade to undetectable levels of smell.

Natural Gas Odor fade (loss of odorant): "Odor fade" refers to the phenomenon in which physical and/or chemical processes cause the loss of odorant in natural gas so that its distinctive odor may no longer be detectable by smell. The processes that cause odor fade are adsorption, absorption, oxidation, or any combination thereof. Adsorption occurs when odorant molecules adhere to an exposed surface, such as the interior wall of a steel pipe. In absorption, odorant molecules are dissolved into or combined with another substance - such as cutting oil, pipeline liquids, or pipe thread compound - causing the odorant to have less odor. Oxidation occurs when rust or other compounds react with the odorant to change its chemical composition so that it's less odorous.

In natural gas piping systems, odor fade occurs predominantly in new steel pipe - steel pipe that has either been recently manufactured or which has not been previously used for odorized natural gas. Odor fade can also occur in previously used or existing gas pipe under certain conditions, such as where rust is present or when gas flow is limited or intermittent. Odor fade may also occur in pipe made of other materials. While it is often more pronounced in pipe installations of larger diameter and longer length, odor fade can also occur in smaller and shorter pipe configurations.

A number of factors can cause or contribute to odor fade. For example, odor fade is more likely to occur in gas piping systems using higher gas pressure, and where there is little, intermittent or no gas flow. The presence of rust, mill scale, moisture, air, cutting oil, pipe thread compound, liquids, condensates and other substances in pipe and other components of gas piping systems can cause odor fade. Care should be taken in the selection and use of pipe to be utilized in natural gas piping systems. Such systems should be designed and configured to ensure that there is a continuous flow of gas through the entire system. In addition, care should be taken in the construction of such systems or when fabricating gas pipe to prevent the introduction of substances that may contribute to odor fade.

New pipeline installations or additions of new piping segments may require the odor conditioning of the pipe before it is placed into service to prevent occurrences of odor fade. This may be accomplished by extended purges of natural gas through the pipe or by direct odorant injection. Where necessary, the gas piping system may require repeat instances of conditioning and/or modification of the system - such as by stepping down pressure or reconfiguring the piping to ensure continuous gas flow - to prevent repeat occurrences of odor fade.

If a gas leak occurs in underground piping, the surrounding soil or fresh concrete can adsorb or oxidize the odorant so that the gas no longer has an odor. As a result, gas leaking from an underground pipe may not be detectable by smell.

ODOR CONDITIONING, PURGING AND OTHER CONTROLLED RELEASES OF NATURAL GAS SHOULD ONLY BE PERFORMED BY QUALIFIED GAS PROFESSIONALS.



Project # 167002

A Semptra Energy utility³

Signs of a Natural Gas Leak: In addition to the distinctive odor of natural gas, other signs of a gas leak may include: a damaged connection to a gas appliance; an unusual sound such as a hissing, whistling or roaring sound near a gas appliance or pipeline; dead or dying vegetation in an otherwise moist area over or near pipeline areas; a fire or explosion near a pipeline; dirt or water being blown in the air. Bubbling pools of water on the ground; or an exposed pipeline after an earthquake, fire, flood or other natural disaster.

Purges and Other Planned Releases of Natural Gas: Purging of gas lines, blow-downs and other planned releases of natural gas should only be performed by qualified gas professionals. Such gas release operations should only be performed in well-ventilated areas or by safely venting the contents of gas lines and equipment to the outside atmosphere away from people, animals, structures and sources of ignition. All possible ignition sources should be extinguished before and during such operations. Consider using gas detection equipment during all gas release operations to prevent gas from accumulating and creating a combustible or hazardous atmosphere.

DO NOT RELEASE THE CONTENTS OF A GAS LINE INTO A CONFINED SPACE

The National Fuel Gas Code, the California Plumbing and Mechanical Codes, applicable Building and Safety Codes and local Departments of Building and Safety should be consulted for more information and before gas release operations begin. When installing gas appliances and/or equipment, the manufacturer's instruction manual should be followed in conjunction with the local code authority.

ANY RELEASE OF NATURAL GAS PRESENTS THE POTENTIAL FOR EXPLOSION AND FIRE THAT COULD RESULT IN SERIOUS INJURY AND DEATH. PURGING AND OTHER RELEASES OF NATURAL GAS SHOULD ONLY BE PERFORMED BY QUALIFIED GAS PROFESSIONALS AND REQUIRES THE EXERCISE OF EXTREME CAUTION.

Please be sure to provide this letter to and discuss its contents with those that will be using natural gas at this location as well as to the design professionals, contractors, and others working with you or on your behalf to design, install, place into service, maintain, replace and/or repair the consumer's gas piping, regulators, appliances, fixtures, equipment and apparatus.

If you have any questions or concerns regarding any of the above, or require further assistance, please contact a licensed, qualified professional. You may also visit our website at www.sdge.com/safety/naturalgas for more information.

In order to proceed with your project, please print your name and provide your signature and date on the provided lines below, acknowledging receipt of this safety bulletin. Please return the signed letter in the envelope provided.

We appreciate this opportunity to serve you.

SOUTHERN CALIFORNIA GAS COMPANY

(Print Name)



(Signature)

(Date)

Applicant signature acknowledges receipt of this notice



A  Semptra Energy utility

DONALD C. CANZONE
Field Planning Associate
25200 TRUMBLE RD
ROMOLAND, CA 92585-0000
909 335 7512 (phone)
909 335 7916 (fax)

11/04/13

Applicant COUNTY OF RIVERSIDE EDA
3403 10 TH ST REET SUITE 500 RIVERSIDE CA 92501
Contact: SERGIO PENA
951 955 2809

Project # 167002
Location: 26520 CACTUS AVE

Subject: Grade & Riser Setback

Accurate finish grade and riser locations are necessary to complete the integrity of the gas installation. The Gas Company installation crew will install the gas risers to the location and grade that developer provides. In the event of a location or grade change, or any other reason that a riser location is deemed to be unsatisfactory, such as, too close to an air conditioner, or too close to a source of ignition, etc., all relocating costs incurred are the responsibility of the developer.

Thank you for your cooperation.

Tract # 0 Developer COUNTY OF RIVERSIDE EDA



MEO # 0 Signature (Developer/Tract Superintendent)



11/04/13

COUNTY OF RIVERSIDE EDA
3403 10 TH ST REET SUITE 500 RIVERSIDE CA 92501

Project Location: 26520 CACTUS AVE

DONALD C. CANZONE
Field Planning Associate
25200 TRUMBLE RD
ROMOLAND, CA 92585-0000
909 335 7512 (phone)
909 335 7916 (fax)

Project #: 167002
Tract # 0
Lots: 0

Subject: Letter of Indemnity
Installation of Gas Prior to Curb and Gutter

As discussed, you have requested installation of the gas system prior to curb and gutter. As a condition for approval, COUNTY OF RIVERSIDE EDA agrees to:

1. Establish sub-grade on proposed street(s) or road(s) and obtain inspection approval from a Gas Company Supervisor.
2. Provide acceptable line and grade stake a minimum of every 50 feet.
3. Pothole the gas facilities after installation of curb and gutter, and prior to paving, verify depth and location. Number and location of potholes to be determined by the Gas Company Field Supervisor.
4. Pay for all costs incurred by The Gas Company should the depth and/or location of the gas facilities need to be adjusted as a result of incorrect line and grade stake, prior to installing curb and gutter.

Thank you for your cooperation. If you have any questions, please contact me at: 909 335 7512

DONALD C. CANZONE
Field Planning Associate

Agreed to:

Company Name:

Signature:

Print Name:

Print Title:

Date:

SIGN HERE

SOUTHERN CALIFORNIA EDISON COMPANY
ADDED FACILITIES AGREEMENT
APPLICANT FINANCED

County of Riverside

("Applicant") and Southern California Edison Company ("SCE"), referred to collectively as "Parties" and individually as "Party", agree, as an accommodation to the Applicant, that SCE shall install the electric facilities described in Exhibit A, and hereinafter referred to as "Added Facilities", the cost of which shall be borne by the Applicant and which will be located at the service address as shown in Exhibit A. Added Facilities are defined in SCE's Rule 2.H as those which are in addition to, or in substitution for the standard facilities SCE would normally install to provide electric service. The Parties agree as follows:

1. Applicant shall pay to SCE in advance of construction by SCE for the Applicant-Financed Added Facilities, the estimated Total Installed Cost of said Added Facilities, as set forth in Exhibit A. If applicable, said cost shall include the estimated Income Tax Component of Contributions (ITCC), pursuant to SCE's Preliminary Statement as filed with the California Public Utilities Commission ("Commission") and the one-time cost to rearrange existing facilities and/or to provide facilities normally installed by the Applicant.
2. In addition to the payment required under Paragraph 1, the Applicant shall also pay a charge based on the Added Facilities investment in Applicant-Financed Added Facilities, pursuant to SCE's Rule 2.H as filed with the Commission and as changed from time to time by the Commission. The charge for Applicant-Financed Added Facilities is based upon the Added Facilities investment and the replacement coverage option selected by the Applicant, as follows:
 - ☒ (a) Replacement Coverage. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE, at SCE's sole option, either (SCE to select one):
 - ☒ (1) A Monthly Charge based upon 0.61% times the Added Facilities investment as set forth in Exhibit A.
 - ☐ (2) A One-Time Payment representing the present worth of the Monthly Charge (per month) for the Added Facilities in perpetuity as set forth in Exhibit A.
 - ☐ (b) Replacement Coverage with 20 year Term. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted for a term of 20 years whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE a Monthly Charge based upon times the Added Facilities investment as set forth in Exhibit A. At the end of the 20 year term, this Agreement terminates in accordance with the provisions of Paragraph 16. If Applicant wants to continue being served from the Added Facilities, Applicant must sign a new Added Facilities Agreement. The new Added Facilities investment amount will be determined on a reconstruction cost new less depreciation (RCNLD) basis.
 - ☐ Without Replacement Coverage. The Added Facilities investment amount used in determining the charge Applicant pays SCE shall be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(b) and . Under this option, Applicant shall pay SCE a Monthly Charge based on times the Added Facilities investment as set forth in Exhibit A.
3. The costs and charges paid by Applicant pursuant to Paragraphs 1 and 2 will normally be based upon estimated costs. When the recorded book costs have been determined by SCE, the charges may be based upon such recorded costs and adjusted retroactively to the date when service was first rendered by means of such Added Facilities. Additional charges resulting from such adjustments will, unless other terms are mutually agreed upon, be payable within thirty (30) days from the date of presentation of a bill therefore. Any credits resulting from such adjustments will, unless other terms are mutually agreed upon, be refunded to Applicant.
4. When SCE elects to provide Added Facilities hereunder on a recorded book cost basis, SCE has the right to revise its estimated costs and bill Applicant using such revised estimated costs during the period preceding determination of the recorded book costs. SCE shall indicate such revisions on Exhibit A or a superseding Exhibit A and provide a copy to Applicant. SCE shall commence billing the charge paid by Applicant pursuant to Paragraph 2 above using such revised estimate not earlier than thirty (30) days from the date the revised estimate is provided to Applicant.

5. The Monthly Charge to be paid by Applicant pursuant to Paragraph 2 above, as determined in Exhibit A, shall automatically increase or decrease without formal amendment to this Agreement if the Commission subsequently authorizes a higher or lower percentage rate in the calculation of the costs of ownership for Added Facilities as stated in Rule 2.H, effective with the date of such authorization. Further, the revised costs of ownership shall also be used to determine the unamortized balance of the One-Time Payment due to termination of service, termination of this Agreement, or otherwise, as provided in Paragraph 16 (a).
6. Where it is necessary to install Added Facilities on Applicant's property, Applicant hereby grants to SCE (a) the right to make such installation on Applicant's property including installation of a line extension along the shortest practical route thereon and (b) the right of ingress to and egress from Applicant's property as determined by SCE in its sole discretion for any purpose connected with the operation and maintenance of the Added Facilities. Applicant shall provide rights-of-way or easements of sufficient space to provide legal clearance from all structures now or hereafter erected on Applicant's property for any facilities of SCE.
7. Where formal rights-of-way or easements are required in, on, under, or over Applicant's property or the property of others for the installation of the Added Facilities, SCE shall not be obligated to install the Added Facilities unless and until any necessary permanent rights-of-way or easements, satisfactory to SCE, are granted without cost to SCE. Upon termination of this Agreement in accordance with Paragraph 16, SCE will quitclaim all easements and rights of way in, on, under, and over Applicant's property which are, as determined by SCE in its sole discretion, no longer required by SCE due to the removal of its Added Facilities.
8. SCE shall not be responsible for any delay in completion of the installation of the Added Facilities resulting from shortage of labor or materials, strike, labor disturbances, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary rights-of-way and easements, act of God, or any other cause or condition beyond control of SCE. SCE shall have the right in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond SCE's control.
9. Added Facilities provided hereunder shall at all times remain the property of SCE.
10. This Agreement supplements the appropriate application and contract(s) for electric service presently in effect between the Parties.
11. If it becomes necessary for SCE to alter or rearrange the Added Facilities including, but not limited to, the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with Paragraphs 13 and 16, or to pay to SCE additional charges consisting of:
 - (a) The cost to remove any portion of the Added Facilities which is no longer necessary because of alteration or rearrangement, such charge to be determined in the same manner as described in Paragraph 16; plus
 - (b) An additional payment, ITCC, and/or one-time cost, if any, for any new Added Facilities requested which shall be determined in the same manner as described in Paragraphs 1 and 2; plus

A revised Paragraph 2 charge based on the total net additional installed cost of all new and remaining Added Facilities. Such revised charge shall be determined in the same manner as described in Paragraphs 1 and 2.
12. (a) Whenever Added Facilities are replaced due to damage (caused by other than the Applicant's intentional or negligent conduct) or equipment failure and Applicant has selected replacement coverage pursuant to Paragraph 2 (a) or Paragraph 2 (b), such replacement will be at SCE's expense with no change in the Added Facilities investment amount.
- (b) Whenever Added Facilities are replaced due to damage or equipment failure and Applicant has selected no replacement coverage pursuant to Paragraph 2 , such replacement will be made by SCE at the Applicant's expense, including any applicable ITCC. Charges will be payable by the Applicant to SCE within thirty (30) days from the date of presentation of a bill. If such replacement results in a change in the Added Facilities investment, the Monthly Charge will be adjusted based on the revised added investment effective with the date the replaced Added Facilities are first available. Except that, where a replacement of Added Facilities is required for SCE's operating convenience or necessity or because of damage caused by the sole negligence or willful act of SCE, no increase will be made in the Added Facilities investment amount or the Monthly Charge.

Whenever Added Facilities are replaced due to Applicant's increased load or damage caused by the Applicant's intentional or negligent conduct, such replacement will be made by SCE at the Applicant's expense including any applicable ITCC. Charges will be payable by the Applicant to SCE within thirty (30) days from the date of presentation of a bill. Additionally, the Applicant's Monthly Charge pursuant to Paragraph 2 will be adjusted based on the revised added investment resulting from such replacement and will be effective with the date the replaced Added Facilities are first available.

13. This Agreement shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice. Applicant shall pay all costs incurred to the date of termination pursuant to Paragraph 16 including charges for any engineering, surveying, right-of-way and easement acquisition expenses and other associated expenses incurred by SCE for that portion of the Added Facilities not installed.
14. SCE has the right to charge Applicant under the terms and conditions of this Agreement commencing with the date SCE, in its sole opinion, is ready to serve or commencing with the ready to serve date requested by Applicant, whichever is later.
15. Construction of the Added Facilities shall not commence prior to receipt by SCE of appropriate rights of way and/or easements, and applicant's payment of all monies due as described in Paragraphs 1 and 2(a)(2).
16. Upon discontinuance of the use of any Added Facilities due to termination of service, termination of this Agreement, or otherwise:
 - (a) Applicant shall pay to SCE on demand (in addition to all other monies to which SCE may be legally entitled by virtue of such termination) a facility termination charge defined as the removal cost, less the salvage value for the Added Facilities to be removed. Commencing in the sixteenth (16) year after the date service is first rendered by means of Added Facilities, 20 percent of the termination charge shall be subtracted from that charge each year until the total charge is zero.
 - (b) SCE shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Added Facilities located on the Applicant's property.

SCE may, at its option, alter, rearrange, convey, or retain in place any portion of the Added Facilities located off Applicant's property. Where all or any portion of the Added Facilities located off Applicant's property are retained in place and used by SCE to provide permanent service to other customers, the facility termination charge described in Paragraph 16(a) shall be reduced by the installed cost of the retained facilities.
17. Applicant may assign this Agreement only with SCE's written consent. Such consent will not unreasonably be withheld. Furthermore, such assignment shall be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Added Facilities.
18. This Agreement shall, at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.
19. In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives/agents. This Agreement is effective as of the last date set forth below.

County of Riverside

APPLICANT

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____

BY: _____

NAME: _____

NAME: Russell Ragsdale

TITLE: _____

TITLE: Engineering Manager

DATE SIGNED: _____

DATE SIGNED: _____

A.F. No. SA# 37-1473-09

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 1/23/14

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
APPLICANT FINANCED ADDED FACILITIES

A. F. NO. SA# 37-1473-09

APPLICANT County of Riverside

SERVICE ADDRESS 26520 Cactus Ave, Moreno Valley, CA

APPLICANT REQUESTED READY TO SERVE DATE _____

All Estimated Costs Shown in this Exhibit "A" (SCE to Select One):



are not binding estimates (final billing based on recorded costs), or



are binding estimates valid for Added Facilities completed on or before _____

DESCRIPTION OF ADDED FACILITIES

151' of 3-350 JCN 12 kV (M5388237 to P5628408)

142' of 4-1/C 3-700 & 1-350 600V cable (P5628408 to service pull section)

1 - 1000 kVA xfrm 12 kV/277/480 (P5628408)

Original Estimated Demand 1000 kVA

W.O. No(s) td677219

DESCRIPTION OF ONE-TIME COSTS (Paragraph 1)

W.O. No(s) _____

EXHIBIT "A"
APPLICANT FINANCED ADDED FACILITIES

SCE's Actual Ready to Serve Date _____ APPLICANT INITIALS & DATE _____ (Original Estimate Only)	ORIGINAL ESTIMATE DATE 12/17/2013	AMENDMENT DATE _____
A) TOTAL INSTALLED ADDED FACILITIES COST (Paragraph 1)	\$58,520.46 (\$5,629.64 no tax)	_____
B) ITCC (Paragraph 1) (A X 22 %)	\$12,874.50	_____
C) ONE-TIME PAYMENT OPTION OWNERSHIP COST ONLY [Paragraph 2(a)(2)]	_____	_____
D) ONE TIME COSTS INCLUDING ITCC (Paragraph 1)	_____	_____
E) TOTAL CUSTOMER ADVANCE (A + B + C + D)	\$77,024.60	_____
F) MONTHLY ADDED FACILITIES CHARGE (Paragraph 2) (A X 0.61 %)	\$356.97	_____
A) TOTAL INSTALLED ADDED FACILITIES COST (Paragraph 1)	_____	FINAL RECORDED COSTS DATE _____
B) ITCC (Paragraph 1) (A X 22 %)	_____	_____
C) ONE-TIME PAYMENT OPTION OWNERSHIP COST ONLY [Paragraph 2(a)(2)]	_____	_____
D) ONE TIME COSTS INCLUDING ITCC (Paragraph 1)	_____	_____
E) TOTAL CUSTOMER ADVANCE (A + B + C + D)	_____	_____
F) MONTHLY ADDED FACILITIES CHARGE (Paragraph 2) (A X _____ %)	_____	_____