

**Special Meeting
Board of Trustees
Coast Community College District**

Date: Wednesday, May 23, 2012

Location: Coast Community College District
Board Conference Room
1370 Adams Avenue
Costa Mesa, California 92626

Time: 4:00 p.m.

A G E N D A I T E M S

1. **Call to Order**
2. **Roll Call**
3. **Opportunity for Public Comment**

Members of the public have the opportunity to address the Board of Trustees on any item that has been described in this notice, before or during consideration of the item. Persons wishing to make comments are allowed 5 minutes. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees prior to speaking.

4. **Approve Non-Standard Agreement Between Southern California Gas Company and the Coast Community College District for the Purpose of Installing a Gas Line and Meter at the Coastline Community College Newport Beach Learning Center**

Background: In accordance with the approved project plans and specifications for this project, the Southern California Gas Company will be installing a gas "main" to serve this new facility. This agreement seeks to authorize this work on the District's property for such purpose.

Goal/Purpose: Construction of the Coastline Community College Newport Beach Learning Center in accordance with the campus Vision 2020 master plan.

Comments: None.

Recommendation Statement: After review by the District General Counsel, it is recommended by the Chancellor that the Board approve the Non-Standard Agreement Between Southern California Gas Company and the Coast Community College District for the referenced project. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board. (See Attachment #1)

Fiscal Impact: \$0.00 (installation costs were pre-paid during permitting phase)

5. Adjournment

It is the intention of the Coast Community College District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the Secretary of the Board of Trustees at (714) 438-4848 as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.



Reference:

Gas Company Project #: 00000151902
Project Location: 1515 MONROVIA AVE

04/11/2012

DAVE CANT
DIRECTOR, OPERATIONS AND MAINTENANCE
COAST COMMUNITY COLLEGE DISTRICT
11460 WARNER AVE
FOUNTAIN VALLEY, CA 92708

Project Scope:

Non-Residential, commercial, project located at 1515 Monrovia Ave and 15th St, in the City of Newport Beach, County of Orange.

Install Service, Meter to the specified location in Applicant 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 04/11/2012 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 (714) 432-6038.

Sincerely,

JEFFREY ALLEN
FIELD PLANNING ASSOCIATE
301 E COLUMBINE AVE
SANTA ANA, CA 92707-0000

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: COAST COMMUNITY COLLEGE DISTRICT

By:

Address:

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

(Authorized Signature)

(Print Name)

Title:

Telephone:

Date:

Social Security or Federal Tax ID No.

No. _____

Date Mailed
04/11/2012

Project ID 00000151902

Exhibit A

COST AND ALLOWANCE CALCULATION (ESTIMATES)

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

\$ <u>9206.65</u>	-	\$ <u>275.00</u>	-	\$ <u>8931.65</u>	=	\$ <u>0.00</u>
Project Cost		* Site Preparation		Allowance Applied		
Advance Required (Refundable)						\$ <u>0.00</u>
Advance Required (Non-Refundable)						\$ <u>0.00</u>
ITCCA (CIAC Tax)		\$ <u>0.00</u>	X	<u>22 %</u>	=	\$ <u>0.00</u>
Payment Received						\$ <u>0.00</u>
Total Amount Due						\$ <u>0.00</u>

* 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 #: 00000151902-1

Detach and return this portion with your payment.

Date Mailed
04/11/2012

THIS BILL IS NOW DUE AND PAYABLE



COAST COMMUNITY COLLEGE DISTRICT
11460 WARNER AVE
FOUNTAIN VALLEY, CA 92708

NBMS Project ID 00000151902-1

PLEASE PAY THIS AMOUNT	0.00
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92 000151902 6

Line Extension Contract



A  Semptra Energy utility™

Applicant: COAST COMMUNITY COLLEGE DISTRICT	Fax: 714 241 6248
Contact: DAVE CANT	Tel: 714 501 8158
From: JEFFREY ALLEN	Fax: 714 432 6020
	Address: 301 E COLUMBINE AVE
Email Address: NBProcess-OrangeCoast@semprautilities.com	City/ST/Zip: SANTA ANA, CA 92707-0000
	Tel: 714 432 6038
	Date: 4/11/2012

The project planning and cost estimating for Project# **151902** 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:

2" Plastic Service and Rotary Meter Set

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

Main	0
Stub	0
Service	4146.23
MSA	5060.42

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

Email: **NBProcess-OrangeCoast@semprautilities.com**
Fax: **1-866-947-3532**

• 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



A  Semptra Energy utility*

4/11/12

**SOUTHERN CALIFORNIA GAS COMPANY
SPECIFICATIONS FOR APPLICANT PROVIDED TRENCH**

Project Number: 151902

WR NUMBER: 2076040*

Job Location: 1515 MONROVIA AVE

714 432 6038

Tract# 0

Lots: 0

It is understood by acceptance of this agreement that Southern California Gas Company (SoCalGas) requirements related to trenching and backfilling are to be met in all instances. Any deviation from these requirements that is not approved by an authorized SoCalGas representative shall be considered cause for this agreement to become void and releases SoCalGas from any obligation of participation in an applicant provided trench installation.

The Applicant will notify SoCalGas at least ten days in advance of starting work. SoCalGas may coordinate the installation of main and service piping with other operations.

The Applicant or his authorized agent shall, at no cost to SoCalGas, obtain the necessary trenching permits, pay all inspection fees, and satisfy any and all other requirements pertaining to trenching, backfilling and compaction called for by authorized governing agencies.

It is agreed that trenches shall be of such size as to provide a minimum vertical clearance of twelve inches from power conductors of any size and a minimum separation of six inches from all other substructures. All gas main and service piping shall have a minimum thirty inches cover below finished grade. All trenches must be level and free of debris at the time gas lines are to be installed. All joint trench and gas-only trench will be backfilled with sand to be a minimum of twelve inches of cover over all gas main and service pipe in normal soil and a minimum of eighteen inches in rocky soil. Depth to be determined by a SoCalGas representative. Applicant shall be responsible for repair or relocation costs of any gas facility which has been changed, altered, or modified inside the project limits, without SoCalGas authorization. Refer to the drawing(s) dated 02/02/96 of a cross section of a joint trench (no scale) attached hereto and incorporated by reference.

SoCalGas will reimburse or credit Applicant for acceptable trench at the agreed to rate of \$ 1.00 per foot, which will be identified on EXHIBIT A-1 or EXHIBIT A-2 as Site Preparation.

This agreement is subject to SoCalGas Tariff Rules 20 and/or 21, which are incorporated by reference, and is subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Accepted By Applicant:

Accepted By Southern California Gas Company:

Company Name: _____

Signature: _____

Print Name: _____

Print Title: _____

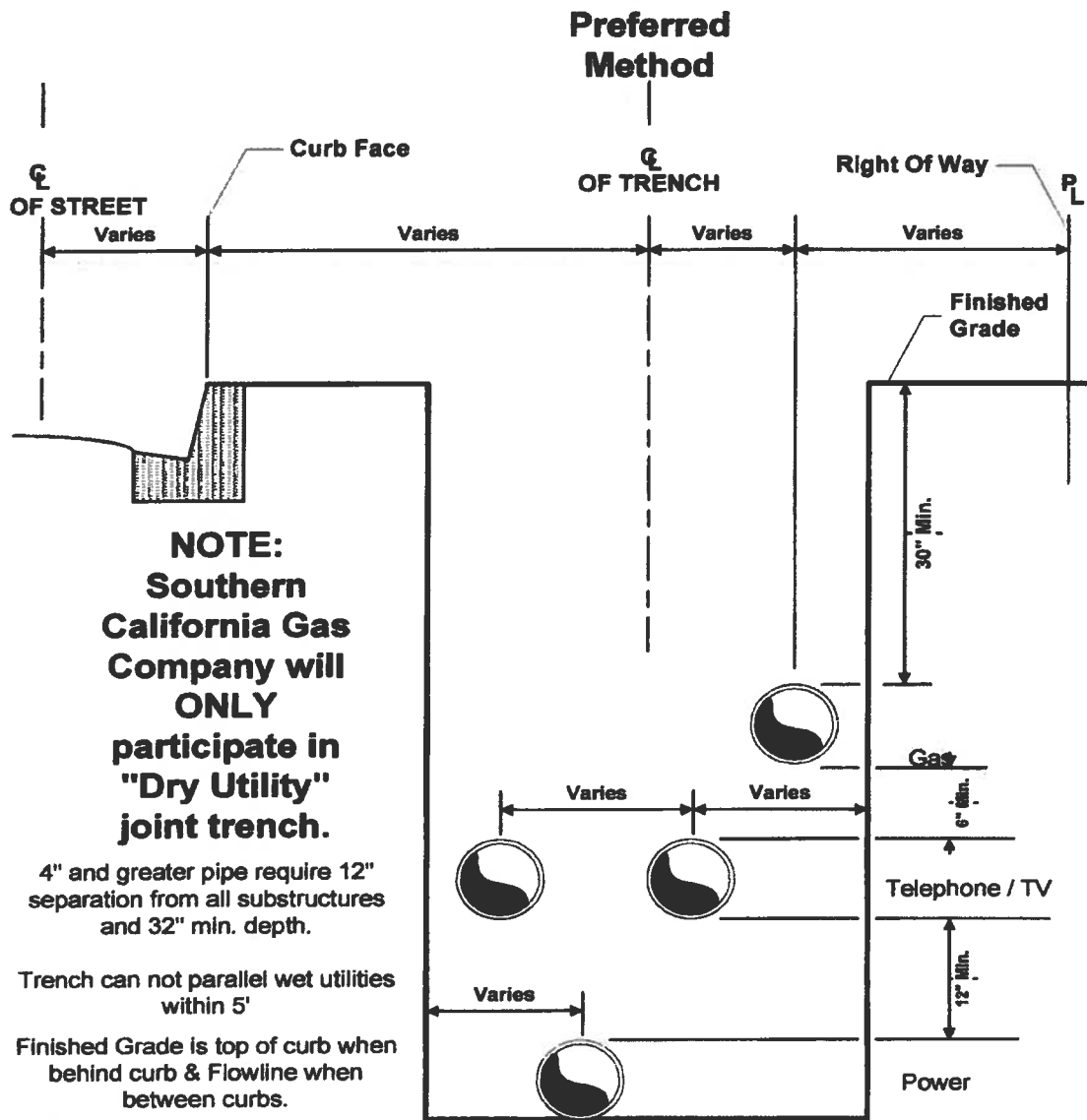
Date: _____

 Signature: JEFFREY ALLEN

Print Name: JEFFREY ALLEN

Print Title: Field Planning Associate

Date: 4/11/2012



So. Cal. Gas 2002



A Sempra Energy utility®

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 # 151902



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. PUGING 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



JEFFREY ALLEN
Field Planning Associate
301 E COLUMBINE AVE
SANTA ANA, CA 92707-0000
714 432 6038 (phone)
714 432 6020 (fax)

04/11/12

Applicant COAST COMMUNITY COLLEGE DISTRICT
11460 WARNER AVE FOUNTAIN VALLEY CA 92708
Contact: DAVE CANT
714 501 8158

Project # 151902
Location: 1515 MONROVIA 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 COAST COMMUNITY COLLEGE DISTRICT



MEO # 0 _____

Signature
(Developer/Tract Superintendent)