

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



June 9, 2014

Advice Letter: 4635-G-A

Rasha Prince, Director
Regulatory Affairs
Southern California Gas
555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011

SUBJECT: Revisions to Consulting Services Agreement (Form 6440)

Dear Ms. Prince:

Advice Letter 4635-G-A is effective as of June 8, 2014.

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director
Energy Division



Rasha Prince
Director
Regulatory Affairs

555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011
Tel: 213.244.5141
Fax: 213.244.4957
RPrince@semprautilities.com

May 9, 2014

Advice No. 4635-A
(U 904 G)

Public Utilities Commission of the State of California

**Subject: Supplement: Revisions to Consulting Services Agreement
(Form 6440)**

Southern California Gas Company ("SoCalGas") hereby submits for approval by the California Public Utilities Commission ("Commission") revision to its sample form, applicable throughout its service territory as shown on Attachment A.

Purpose

This supplement replaces in its entirety Advice No. (AL) 4635 filed on April 16, 2014, and submits revisions to Form 6440, Consulting Services Agreement ("CSA") for Access to the SoCalGas Pipeline System. The revised form would provide a more viable option to the current practice of executing the Collectible System Upgrade Agreement ("CSUA") or the Interconnect Collectible System Upgrade Agreement ("ICSUA"). Moreover, the revised form now complies with Resolution G-3382 dated September 22, 2005.

San Diego Gas & Electric Company ("SDG&E") is concurrently filing its advice letter to revise its own Consulting Services Agreement (Form 143-002).

Background

The CSA sets forth the terms and conditions under which SoCalGas will provide Consulting Services to any party ("Interconnector") interested in accessing the SoCalGas pipeline system.

The existing CSA was designed only for the Interconnect Capacity Study. Upon completion of the Interconnect Capacity Study, an Interconnector can then request SoCalGas to perform a Preliminary Engineering Study ("PES") and/or Detailed

Engineering Study ("DES") pursuant to Sections B.4 to B.6 on Sheet 3 of Rule No. 39. Currently, these requests would be executed via the CSUA or ICSUA.

Since the current CSA became effective in 2008, it has become apparent to SoCalGas that expanding the current CSA to include the PES and DES would provide a more viable option to executing the CSUA or ICSUA when the potential Interconnector may not yet be in a position to commit to the project by entering into those contracts. From experience, SoCalGas believes revising the CSA to include the PES and DES will facilitate and potentially expedite informed Interconnector decision making. No changes are proposed herein to either the CSUA or ICSUA, which shall remain available to any Interconnector who prefers using those contracts to complete the PES and DES.

Form Changes

SoCalGas is proposing revisions to the CSA. The changes include modifications to the existing CSA, one minor change to Exhibit A, plus adding Exhibit A1, PES and Exhibit A2, DES options. Exhibits A1 and A2 use Exhibit A as a template and are modified with pertinent provisions from Rule No. 39.

In addition, SoCalGas is correcting the misstated last two sentences in the CSA appearing towards the end of Section 3.2, Ownership and Use, to comply with Resolution G-3382.

For ease of review, the redlined version of the proposed modifications to the CSA and Exhibit A is shown on Attachment B.

This filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

Protest

Anyone may protest this AL to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and must be received within 20 days of the date of this Advice Letter, which is May 29, 2014. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Copies of the protest should also be sent via e-mail to the attention of the Energy Division Tariff Unit (EDTariffUnit@cpuc.ca.gov). A copy of the protest should also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Sid Newsom
Tariff Manager - GT14D6
555 West Fifth Street
Los Angeles, CA 90013-1011
Facsimile No. (213) 244-4957
E-mail: snewsom@SempraUtilities.com

Effective Date

SoCalGas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to GO 96-B. SoCalGas respectfully requests that this become effective on June 8, 2014, which is 30 calendar days after the date of filing.

Notice

A copy of this advice letter is being sent to SoCalGas' GO 96-B service list and the Commission's service list in R.04-01-025, Gas Market OIR. Address change requests to the GO 96-B should be directed by electronic mail to tariffs@socalgas.com or call 213-244-3387. For changes to all other service lists, please contact the Commission's Process Office at 415-703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Rasha Prince
Director – Regulatory Affairs

Attachments

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SOUTHERN CALIFORNIA GAS COMPANY (U 904G)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Sid Newsom

Phone #: (213) 244-2846

E-mail: SNewsom@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 4635-A

Subject of AL: Supplement: Revisions to Consulting Services Agreement, Form No. 6440

Keywords (choose from CPUC listing): Forms; Agreements

AL filing type: Monthly Quarterly Annual One-Time Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

N/A

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL No

Summarize differences between the AL and the prior withdrawn or rejected AL¹: N/A

Does AL request confidential treatment? If so, provide explanation: No

Resolution Required? Yes No

Tier Designation: 1 2 3

Requested effective date: 6/8/14

No. of tariff sheets: 3

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Sample Forms and TOCs

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: None

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
EDTariffUnit@cpuc.ca.gov

Southern California Gas Company
Attention: Sid Newsom
555 West 5th Street, GT14D6
Los Angeles, CA 90013-1011
SNewsom@semprautilities.com
Tariffs@SoCalGas.com

¹ Discuss in AL if more space is needed.

ATTACHMENT A
Advice No. 4635-A

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 50332-G	SAMPLE FORMS - CONTRACTS, Access to the SoCalGas Pipeline System, Consulting Services Agreement (Form 6440, 4/2014)	Revised 50255-G Revised 43025-G
Revised 50333-G	TABLE OF CONTENTS	Revised 50256-G Revised 49878-G
Revised 50334-G	TABLE OF CONTENTS	Revised 50331-G

SAMPLE FORMS - CONTRACTS
Access to the SoCalGas Pipeline System
Consulting Services Agreement (Form 6440, 4/2014)

T

(See Attached Form)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4635-A
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED May 9, 2014
EFFECTIVE Jun 8, 2014
RESOLUTION NO. _____

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made and entered into effective this _____ day of _____, 20__ (the "Effective Date") by and between **Southern California Gas Company**, a California corporation ("SoCalGas"), and _____ (the "Client").

RECITALS

WHEREAS, SoCalGas is a public utility regulated by the California Public Utilities Commission ("CPUC") providing gas service to end-use customers within Southern California.

WHEREAS, the Client is a sponsor of a _____ project and/or has an interest in SoCalGas' ability to receive and redeliver additional gas supplies into its gas utility system.

WHEREAS, the Client desires to retain SoCalGas in connection with the performance of certain consulting services, upon the terms and conditions set forth in this Agreement (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

SECTION 1 - CONSULTING SERVICES

1.1. **Retention.** Client hereby retains SoCalGas to provide the Services, upon the terms and conditions set forth in this Agreement.

1.2. **Scope of Services.** The Services to be provided to Client by SoCalGas shall consist of the following tasks to this agreement including (check all that apply) as detailed in the applicable Exhibit:

- Exhibit A – Interconnect Capacity Study (_____),
- Exhibit A1 – Preliminary Engineering Study (_____),
- Exhibit A2 – Detailed Engineering Study (_____).

An executed Exhibit A is required before Client can contract for Exhibit A1 and/or A2 except in the case where Client has in place a valid and effective SoCalGas Interconnect Capacity Study. Each Exhibit only becomes effective upon execution by both Client and SoCalGas.

No construction work shall be included or done pursuant to this Agreement.

CONSULTING SERVICES AGREEMENT

1.3. Term. This Agreement shall be effective on the Effective Date and shall continue in full force and effect until the completion of the Services.

SECTION 2 - COMPENSATION AND EXPENSES

2.1. Compensation. An estimate of SoCalGas' fees and all other applicable costs to be billed by SoCalGas to Client under this Agreement are set forth in each applicable Exhibit to this Agreement. In any event, Client shall be liable for the actual costs of the Services which may be higher than the estimated costs. Actual costs shall include the actual Services rendered and all related costs incurred, and shall include permit or other fees or charges, procurement, indirect costs and overheads, carrying costs, and any related income or other tax liability thereon.

2.2. Payment. Upon execution of this Agreement and Exhibit A, Client shall make payment to "Southern California Gas Company" for the Services in the amount specified in Exhibit A within ___ days. Upon execution of any additional Exhibit (as further described in Section 1.2) Client shall make payment to "Southern California Gas Company" for Services in the amount specified in such Exhibit(s) within ___ days. Any amount billed by SoCalGas to Client subsequent to the initial payment shall be paid by Client within twenty (20) days after receipt of SoCalGas' invoice to the address set forth in Section 8 below.

2.3. Change Orders. Any change to the Scope of Services shall be in writing (a "Change Order") and signed by Client and SoCalGas. If Client issues any request for a change in the Scope of the Services or the time of completion of the Services beyond those tasks described in the Scope of Services and not identified as a Change Order, but which SoCalGas considers to be a Change Order, then SoCalGas shall notify Client in writing and the parties shall mutually decide whether such a change in the Scope of Services or the time of completion of the Services constitutes a Change Order, which increases or decreases the Scope of the Services and increases or decreases the cost to SoCalGas of providing the Services. If SoCalGas issues a Change Order that results in an increase or decrease in the cost of the Services, then an adjustment shall be made to the total compensation and/or the time of completion of the Services. All written Change Orders shall become a part of this Agreement. SoCalGas may refrain from any additional work until Client has paid such additional amount as set forth above.

2.4. Payroll Taxes. Social security, federal, and other applicable taxes shall not be withheld from payments made to SoCalGas.

SECTION 3 - INFORMATION AND OWNERSHIP

3.1. Confidential Information. During the term of this Agreement, either party may have access to and become acquainted with confidential information and trade and business secrets of the other. Treatment of this information by both parties is set forth in the Confidentiality Agreement which is attached hereto and incorporated herein as Exhibit B of this Agreement (the Confidentiality Agreement).

CONSULTING SERVICES AGREEMENT

3.2. **Ownership and Use.** Notwithstanding the above, any and all material and information prepared, accumulated or developed by SoCalGas, any subcontractor or their respective employees, including, without limitation, documents, drawings, designs, calculations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, data models and samples, (hereinafter, collectively "Work Product"), shall remain the property of SoCalGas when prepared or in process, whether or not delivered to Client. SoCalGas hereby grants to Client a nonexclusive royalty-free unrestricted license to use, copy, and distribute any Work Product furnished by SoCalGas to Client under this Agreement, subject to the terms specified in Exhibit B, Confidentiality Agreement. SoCalGas warrants that the Work Product provided by SoCalGas hereunder will meet or exceed all generally accepted industry standards for this type of work. SoCalGas makes no representations about the suitability, reliability, availability, timeliness or accuracy of Work Product or Services for any purpose. The Work Product will be done using information and assumptions at one point of time and which are subject to change at any time that could change the results or analysis reflected in Work Product. Estimates of costs may not cover all environmental costs or other unforeseen costs, or costs resulting from changes to laws, rules and regulations governing the Services herein. Therefore, SoCalGas does not warrant the Services or Work Product for any use and specifically disclaims any liability for any subsequent use of the Work Product, or any part thereof, by Client. No warranty of any kind is or will be included as part of the Services and all express and implied warranties, including any warranties of merchantability, and/or fitness for a particular purpose are specifically disclaimed. With the exception of claims solely arising from the gross negligence or intentional misconduct by Utility that occurs while performing the Services, Client will not hold SoCalGas liable or responsible in any way for any losses, damages, claims, costs, expenses or other obligations it incurs, or may incur, arising out of or related to Client's use of, or reliance on, any part of the Services, Work Product or other information provided by SoGalGas hereunder.

SECTION 4 - STATUS

SoCalGas is and at all times during the term of this Agreement shall be an independent contractor providing consulting services to Client. Nothing contained in this Agreement shall be construed to create a relationship of principal and agent, employer and employee, servant and master, partnership or joint venture between the parties.

SECTION 5 - ATTORNEYS' FEES

Should any dispute arise regarding any term or provision of this Agreement or enforcement of any rights hereunder, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.

CONSULTING SERVICES AGREEMENT

SECTION 6 - SUPERVISION AND COORDINATION

During the term of this Agreement, each party shall appoint a representative who will be authorized, empowered and available to act for and on behalf of each to implement the terms and conditions of this Agreement.

SECTION 7 – DISPUTES

Any dispute or need for interpretation arising out of this Agreement which cannot be resolved after a reasonable period of time of good faith negotiation may be submitted to the CPUC for resolution.

SECTION 8 – NOTICES

Any and all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given or received when delivered personally or by courier forty-eight (48) hours after being mailed, via first class, postage prepaid, to the addresses set forth immediately below of the parties hereto or to such other addresses as either of the parties hereto may from time to time designate in writing to the other party.

SoCalGas:

Southern California Gas Company
Address
Address
Attn:

Client:

Client
Address
Address
Attn:

SECTION 9 - SUCCESSORS AND ASSIGNS

Assignment or transfer of the entire rights and obligations of any Party hereunder shall only be permitted under the following circumstances:

A. When the assignment is to a successor, representative or assignee which shall succeed by purchase, merger, corporate reorganization/restructuring or consolidation to all or substantially all of the assets of Project or SoCalGas, as the case may be and when the assignment is to a parent, affiliate or subsidiary of a Party hereto; or

B. When any Party assigns or pledges this Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument which it has

CONSULTING SERVICES AGREEMENT

executed or may execute hereafter; however, in such event the other Parties shall be provided prior written notice thereof; or

C. When the Party assigning shall have first obtained the consent in writing of the other Party hereto.

SECTION 10 - APPLICABLE LAW

The provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of California.

SECTION 11 – WAIVERS

The failure or delay of either party to exercise or enforce at any time any of the provisions of this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce each and every provision of the Agreement and shall not otherwise affect the validity of this Agreement.

SECTION 12 – SEVERABILITY

If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision shall become inapplicable and shall be deemed omitted from this Agreement. Such determination shall not, however, in any way invalidate the remaining provisions of this Agreement.

SECTION 13 - ENTIRE AGREEMENT AND AMENDMENTS

This Agreement and its exhibits constitute the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes any prior written or oral understanding or agreement between the parties relating to the subject matter hereof. This Agreement shall not be amended, altered, or supplemented in any way except by an instrument in writing, signed by the duly authorized representative of the parties that expressly references this Agreement.

CONSULTING SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and in the year first above written.

Southern California Gas Company

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Interconnect Capacity Study - Exhibit A
Consulting Services Agreement dated _____

SoCalGas will provide the Client with a report that provides a preliminary cost estimate requested by the Client for construction of necessary facilities as described below (the "Services"). SoCalGas proposes to analyze the impact on its gas transmission system of receiving _____ million cubic feet per day (MMcfd) of new supply at _____, California, on a _____ basis. SoCalGas' analysis will identify any system improvements necessary to accept this new supply under the assumption that the new supply _____. Any assessment of gas quality or gas quality issues are outside of the scope of this cost estimate.

A cost estimate for any facility improvements, accurate to $\pm 20\%$, will be calculated. The findings and estimate will not constitute a proposal by SoCalGas. This preliminary cost estimate will include only the construction cost of the identified facilities. SoCalGas will not have performed a specific site or route evaluation for the Client's project in the development of this estimate. Additionally, costs associated with taxes (CIAC); permitting, paving, right-of-way acquisition, environmental issues, gas quality, measurement, regulatory, and land acquisition/development issues; and any unusual construction costs or facility requirements (e.g. freeway, river, or channel crossings) are explicitly excluded from this preliminary cost estimate. These costs are the Client's responsibility to determine and may be significant.

SoCalGas' construction costs continue to rise with increasing costs of labor and materials. Since this preliminary cost estimate is developed using average historical project cost data, it is highly likely that the actual construction costs for the Client's particular project will vary significantly from this preliminary estimate. SoCalGas urges the Client to retain the services of a third-party engineering construction firm, or enter into a design and engineering contract with SoCalGas to develop a more accurate construction cost estimate for this specific project.

Because of the exclusions and limitations of this initial review, SoCalGas does not recommend that the Client use this preliminary cost estimate for any purpose, including any substantive planning or other decisions regarding the cost or viability of its project. Any use by the Client is solely at its own risk and should factor in the above risks and limitations.

A report that summarizes the results of SoCalGas' analyses, identifies any facility improvements, and estimates the cost of construction of those improvements, will be provided to the Client. The Client will be granted an unrestricted license to use, copy, and distribute the report; however, the report and all work product shall remain the property of SoCalGas.

The estimated cost to perform the Services is \$_____. SoCalGas will complete the analysis within _____ business days after receipt of payment.

Payment in full of the estimated cost of the Services is required upon execution of a Consulting Services Agreement and Exhibit A to proceed with the analysis. The Client will be responsible for the actual costs of the Services; to this end, an invoice or refund will be

Interconnect Capacity Study - Exhibit A
Consulting Services Agreement dated _____

issued to the Client at the completion of the project for any difference between the actual costs and this estimate.

Should the Client's requirements vary from this proposal, SoCalGas would like the opportunity to modify and resubmit this proposal as appropriate. If the Client has any questions, please call _____ at _____.

Accepted and agreed to by their respective authorized representatives:

SOUTHERN CALIFORNIA GAS COMPANY

[Client]

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Preliminary Engineering Study - Exhibit A1
Consulting Services Agreement dated _____

SoCalGas will provide the Client with a report that provides a Preliminary Engineering Study (“PES”) requested by the Client for construction of necessary facilities as described below (the “Services”). SoCalGas proposes to analyze the impact on its gas transmission system of receiving _____ million cubic feet per day (MMcfd) of new supply at _____, California, on a _____ basis. SoCalGas’ analysis will identify any system improvements necessary to accept this new supply under the assumption that the new supply _____.

The cost estimate calculated by SoCalGas will include land acquisition, site development, right-of-way, metering, gas quality, permitting, regulatory, environmental, unusual construction costs, and operating and maintenance costs for any facility improvements, accurate to $\pm 20\%$. The findings and estimate will not constitute a proposal by SoCalGas. SoCalGas will not have performed a specific site or route evaluation for the Client’s project in the development of this estimate.

SoCalGas’ construction costs continue to rise with increasing costs of labor and materials. Since the PES is developed using average historical project cost data, it is highly likely that the actual construction costs for the Client’s particular project will vary significantly from the PES. SoCalGas urges the Client to retain the services of a third-party engineering construction firm, or enter into a design and engineering contract with SoCalGas to develop a more accurate construction cost estimate for this specific project.

Because of the exclusions and limitations of this initial review, SoCalGas does not recommend that the Client use the PES for any purpose, including any substantive planning or other decisions regarding the cost or viability of its project. Any use by the Client is solely at its own risk and should factor in the above risks and limitations.

A report that summarizes the results of SoCalGas’ analyses, identifies any facility improvements, and estimates the cost of construction of those improvements, will be provided to the Client. The Client will be granted an unrestricted license to use, copy, and distribute the report; however, the report and all work product shall remain the property of SoCalGas.

The estimated cost to perform the Services is \$ _____. SoCalGas will complete the analysis within _____ business days after receipt of payment.

Payment in full of the estimated cost of the Services is required upon execution of a Consulting Services Agreement and Exhibit A1 to proceed with the analysis. The Client will be responsible for the actual costs of the Services; to this end, an invoice or refund will be issued to the Client at the completion of the project for any difference between the actual costs and this estimate.

Preliminary Engineering Study - Exhibit A1
Consulting Services Agreement dated _____

Should the Client's requirements vary from this proposal, SoCalGas would like the opportunity to modify and resubmit this proposal as appropriate. If the Client has any questions, please call _____ at _____.

Accepted and agreed to by their respective authorized representatives:

SOUTHERN CALIFORNIA GAS COMPANY

[Client]

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Detailed Engineering Study - Exhibit A2
Consulting Services Agreement dated _____

SoCalGas will provide the Client with a report that provides a Detailed Engineering Study (“DES”) requested by the Client for construction of necessary facilities as described below (the “Services”). SoCalGas proposes to analyze the impact on its gas transmission system of receiving _____ million cubic feet per day (MMcfd) of new supply at _____, California, on a _____ basis. SoCalGas’ analysis will identify any system improvements necessary to accept this new supply under the assumption that the new supply _____.

A cost estimate for any facility improvements, accurate to $\pm 20\%$, will be calculated. The findings and estimate will not constitute a proposal by SoCalGas. The DES will (1) describe all costs of construction, (2) develop complete engineering construction drawings, and (3) prepare all construction and environmental permit applications and right-of-way acquisition requirements.

A report that summarizes the results of SoCalGas’ analyses, identifies any facility improvements, and estimates the cost of construction of those improvements, will be provided to the Client. The Client will be granted an unrestricted license to use, copy, and distribute the report; however, the report and all work product shall remain the property of SoCalGas.

The estimated cost to perform the Services is \$_____. SoCalGas will complete the analysis within _____ business days after receipt of payment.

Payment in full of the estimated cost of the Services is required upon execution of a Consulting Services Agreement and Exhibit A2 to proceed with the analysis. The Client will be responsible for the actual costs of the Services; to this end, an invoice or refund will be issued to the Client at the completion of the project for any difference between the actual costs and this estimate.

Should the Client’s requirements vary from this proposal, SoCalGas would like the opportunity to modify and resubmit this proposal as appropriate. If the Client has any questions, please call _____ at _____.

Detailed Engineering Study - Exhibit A2
Consulting Services Agreement dated _____

Accepted and agreed to by their respective authorized representatives:

SOUTHERN CALIFORNIA GAS COMPANY

[Client]

By _____

By _____

Title _____

Title _____

Date _____

Date _____

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(Continued)

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(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 4635-A
 DECISION NO.

ISSUED BY
Lee Schavrien
 Senior Vice President

(TO BE INSERTED BY CAL. PUC)
 DATE FILED May 9, 2014
 EFFECTIVE Jun 8, 2014
 RESOLUTION NO. _____

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The following listed sheets contain all effective Schedules of Rates and Rules affecting service and information relating thereto in effect on the date indicated thereon.

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California Alternate Rates for Energy Account (CAREA)	45882-G,45883-G
Hazardous Substance Cost Recovery Account (HSCRA)	40875-G, 40876-G,40877-G
Gas Cost Rewards and Penalties Account (GCRPA)	40881-G
Pension Balancing Account (PBA)	49309-G,49310-G
Post-Retirement Benefits Other Than Pensions Balancing Account (PBOPBA) .	49311-G,49312-G

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 4635-A
 DECISION NO.

ISSUED BY
Lee Schavrien
 Senior Vice President

(TO BE INSERTED BY CAL. PUC)
 DATE FILED May 9, 2014
 EFFECTIVE Jun 8, 2014
 RESOLUTION NO. _____

ATTACHMENT B

Advice No. 4635-A

Consulting Services Agreement Form No. 6440 and
Exhibit A - Redlined Version

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made and entered into effective this _____ day of _____, 20__ (the "Effective Date") by and between **Southern California Gas Company**, a California corporation ("SoCalGas"), and _____ (the "Client").

RECITALS

WHEREAS, SoCalGas is a public utility regulated by the California Public Utilities Commission ("CPUC") providing gas service to end-use customers within Southern California.

WHEREAS, the Client is a sponsor of a _____ project and/or has an interest in SoCalGas ' ability to receive and redeliver additional gas supplies into its gas utility system.

WHEREAS, the Client desires to retain SoCalGas in connection with the performance of certain consulting services, upon the terms and conditions set forth in this Agreement (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

SECTION 1 - CONSULTING SERVICES

1.1. Retention. Client hereby retains SoCalGas to provide the Services, upon the terms and conditions set forth in this Agreement.

1.2. Scope of Services. The Services to be provided to Client by SoCalGas shall consist of the following tasks to this agreement including set forth in (check all that apply) as detailed in the applicable Exhibit:

- Exhibit A – Interconnect Capacity Study (_____),
- Exhibit A1 – Preliminary Engineering Study (_____),
- Exhibit A2 – Detailed Engineering Study (_____)

to this Agreement including analyzing the impact on its gas transmission system of receipt of additional gas supply at a new or expansion of an existing receipt point for redelivery to end use customers (the "Scope of Services"). An executed Exhibit A is required before Client can contract for Exhibit A1 and/or A2 except in the case where Client has in place a currently valid and effective SoCalGas Interconnection Capacity

Study. Each Exhibit only becomes effective upon execution by both Client and SoCalGas.

No construction work shall be included or done pursuant to this Agreement.

1.3. Term. This Agreement shall be effective on the Effective Date and shall continue in full force and effect until the completion of the Services.

SECTION 2 - COMPENSATION AND EXPENSES

2.1. Compensation. An estimate of SoCalGas' fees and all other applicable costs to be billed by SoCalGas to Client under this Agreement are set forth in each applicable Exhibit to this Agreement. In any event, Client shall be liable for the actual costs of the Services which may be higher than the estimated costs. Actual costs shall include the actual Services rendered and all related costs incurred, -and shall include permit or other fees or charges, procurement, indirect costs and overheads, carrying costs, and any related income or other tax liability thereon.

2.2. Payment. Upon execution of this Agreement and Exhibit A, Client shall make payment to "Southern California Gas Company" for the Services in the amount specified in Exhibit A within ___ days. Upon execution of any additional Exhibit (as further described in Section 1.2) Client shall make payment to "Southern California Gas Company" for Services in the amount specified in such Exhibit(s) within ___ days. Any amount billed by SoCalGas to Client subsequent to the initial payment shall be paid by Client within twenty (20) days after receipt of SoCalGas' invoice to the address set forth in Section 8 below.

2.3. Change Orders. Any change to the Scope of Services shall be in writing (a "Change Order") and signed by Client and SoCalGas. If Client issues any request for a change in the Scope of the Services or the time of completion of the Services beyond those tasks described in the Scope of Services and not identified as a Change Order, but which SoCalGas considers to be a Change Order, then SoCalGas shall notify Client in writing and the parties shall mutually decide whether such a change in the Scope of Services or the time of completion of the Services constitutes a Change Order, which increases or decreases the Scope of the Services and increases or decreases the cost to SoCalGas of providing the Services. If SoCalGas issues a Change Order that results in an increase or decrease in the cost of the Services, then an adjustment shall be made to the total compensation and/or the time of completion of the Services. All written Change Orders shall become a part of this Agreement. SoCalGas may refrain from any additional work until Client has paid such additional amount as set forth above.

2.4. Payroll Taxes. Social security, federal, and other applicable taxes shall not be withheld from payments made to SoCalGas.

SECTION 3 - INFORMATION AND OWNERSHIP

3.1. Confidential Information. During the term of this Agreement, either party may

have access to and become acquainted with confidential information and trade and business secrets of the other. - Treatment of this information by both parties is set forth in the Confidentiality Agreement which is attached hereto and incorporated herein as Exhibit B of this Agreement (the Confidentiality Agreement).

3.2. Ownership and Use. Notwithstanding the above, any and all material and information prepared, accumulated or developed by SoCalGas, any subcontractor or their respective employees, including, without limitation, documents, drawings, designs, calculations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, data models and samples, (hereinafter, collectively "Work Product"), shall remain the property of SoCalGas when prepared or in process, whether or not delivered to Client. SoCalGas hereby grants to Client a nonexclusive royalty-free unrestricted license to use, copy, and distribute any Work Product furnished by SoCalGas to Client under this Agreement, subject to the terms specified in Exhibit B, Confidentiality Agreement. SoCalGas warrants that the Work Product provided by SoCalGas hereunder will meet or exceed all generally accepted industry standards for this type of work. SoCalGas makes no representations about the suitability, reliability, availability, timeliness or accuracy of Work Product or Services for any purpose. The Work Product will be done using information and assumptions at one point of time and which are subject to change at any time that could change the results or analysis reflected in Work Product. Estimates of costs may not cover all environmental costs or other unforeseen costs, or costs resulting from changes to laws, rules and regulations governing the Services herein. Therefore, SoCalGas does not warrant the Services or Work Product for any use and specifically disclaims any liability for any subsequent use of the Work Product, or any part thereof, by Client. No warranty of any kind is or will be included as part of the Services and all express and implied warranties, including any warranties of merchantability, and/or fitness for a particular purpose are specifically disclaimed. ~~w~~With the exception of claims solely arising from the gross negligence or intentional misconduct by ~~SoCalGas-Utility~~ that occurs while performing the Services, ~~.-~~ Client will not hold SoCalGas liable or responsible in any way for any losses, damages, claims, costs, expenses or other obligations it incurs, or may incur, arising out of or related to Client's use of, or reliance on, any part of the Services, Work Product or other information provided by SoGalGas hereunder.

SECTION 4 - STATUS

SoCalGas is and at all times during the term of this Agreement shall be an independent contractor providing consulting services to Client. Nothing contained in this Agreement shall be construed to create a relationship of principal and agent, employer and employee, servant and master, partnership or joint venture between the parties.

SECTION 5 - ATTORNEYS' FEES

Should any dispute arise regarding any term or provision of this Agreement or enforcement of any rights hereunder, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court

Interconnect Capacity Study - Exhibit A
Consulting Services Agreement dated _____

SoCalGas will provide the Client with a report that provides a preliminary cost estimate requested by the Client for construction of necessary facilities as described below (the "Services"). SoCalGas proposes to analyze the impact on its gas transmission system of receiving _____ million cubic feet per day (MMcfd) of new supply at _____, California, on a _____ basis. SoCalGas' analysis will identify any system improvements necessary to accept this new supply under the assumption that the new supply _____. Any assessment of gas quality or gas quality issues are outside of the scope of this cost estimate.

A cost estimate for any facility improvements, accurate to $\pm 20\%$, will be calculated. The findings and estimate will not constitute a proposal by SoCalGas. This preliminary cost estimate will include only the construction cost of the identified facilities. SoCalGas will not have performed a specific site or route evaluation for the Client's project in the development of this estimate. Additionally, costs associated with taxes (CIAC); permitting, paving, right-of-way acquisition, environmental issues, gas quality, measurement, regulatory, and land acquisition/development issues; and any unusual construction costs or facility requirements (e.g. freeway, river, or channel crossings) are explicitly excluded from this preliminary cost estimate. These costs are the Client's responsibility to determine and may be significant.

SoCalGas' construction costs continue to rise with increasing costs of labor and materials. Since this preliminary cost estimate is developed using average historical project cost data, it is highly likely that the actual construction costs for the Client's particular project will vary significantly from this preliminary estimate. SoCalGas urges the Client to retain the services of a third-party engineering construction firm, or enter into a design and engineering contract with SoCalGas to develop a more accurate construction cost estimate for this specific project.

Because of the exclusions and limitations of this initial review, SoCalGas does not recommend that the Client use this preliminary cost estimate for any purpose, including any substantive planning or other decisions regarding the cost or viability of its project. Any use by the Client is solely at its own risk and should factor in the above risks and limitations.

A report that summarizes the results of SoCalGas' analyses, identifies any facility improvements, and estimates the cost of construction of those improvements, will be provided to the Client. The Client will be granted an unrestricted license to use, copy, and distribute the report; however, the report and all work product shall remain the property of SoCalGas.

The estimated cost to perform the Services is \$_____. SoCalGas will complete the analysis within _____ business days after receipt of payment.

Payment in full of the estimated cost of the Services is required upon execution of a Consulting Services Agreement and Exhibit A to proceed with the analysis. The Client will