APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

#### (DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

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## **QUESTION 16.1:**

Regarding Applicants' response to TURN-SCGC-009 and TURN-SCGC-010

- 16.1. The Contract Costs row of Table 5 at WP-III-A298 shows a difference for the actuals relative to the estimate for Section 1, 2, 2A, 5 of \$2,943,121.
  - **16.1.1.** Please identify any additional types of contract work apart from the construction contract work that is included in the contract cost category in either the O&M (actuals) or Capital (actuals) column of Table 5.

### **RESPONSE 16.1.1:**

The following response includes Confidential and Protected Information Pursuant to PUC Section 583, GO 66-C, and D.16-08-024. The actual Contract Cost category is comprised of Construction Contractor costs, Construction Management Services costs and Environmental Services costs. See the table below with the detailed Contract Costs for Line 406.

Line 406 / Contract Cost Detail Sections 1, 2, 2A, 4 & 5 (WP-III-A298)			
Cost Element	Capital (Actual)	O&M (Actual)	Total
Construction Contractor			
Construction Management Services			
Environmental Contracted Services			
TOTAL CONTRACT COSTS			

**16.1.2.** Were these other contract services provided by either ARB or Doty Bros. Equipment Co.?

#### **RESPONSE 16.1.2:**

No.

APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

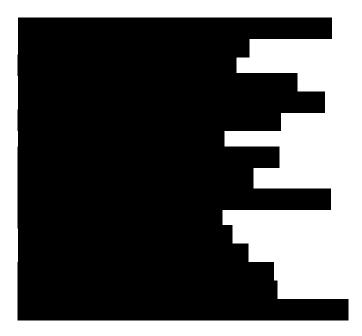
(DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

**16.1.3.** If the answer to the previous question is "no," please identify the providers of these other contract services.

#### **RESPONSE 16.1.3:**

The following response includes Confidential and Protected Information Pursuant to PUC Section 583, GO 66-C, and D.16-08-024. The contracted services associated with the Construction Management Services and Environmental Services cost categories for Line 406 are:



**16.1.4.** Please provide a copy of the invoices submitted by these providers for work on the Line 406 replacement/hydrotest project.

#### **RESPONSE 16.1.4:**

The attached supporting documents include Confidential and Protected Materials Pursuant to PUC Section 583, GO 66-C, and D.16-08-024. Copies of the invoices are provided in the attachment folder.

**16.1.5.** Please provide a complete description of the process through which SoCalGas selected these providers to complete the contractor work on the Line 406 project.

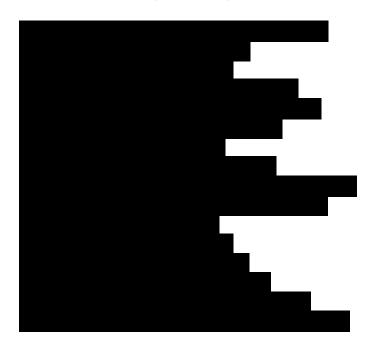
APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

### (DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

#### **RESPONSE 16.1.5:**

The following response includes Confidential and Protected Information Pursuant to PUC Section 583, GO 66-C, and D.16-08-024.



Competitively Bid Competitively Bid Competitively Bid Market Based Rates Market Based Rates Competitively Bid Single Source Competitively Bid Competitively Bid Market Based Rates Competitively Bid Competitively Bid Competitively Bid Single Source Market Based Rates Competitively Bid

**16.1.6.** If the answer to Q.16.1.2 is "yes," please provide the invoices from ARB and/or Doty Bros. Equipment Co. that cover these additional non-construction activities.

#### **RESPONSE 16.1.6:**

Not applicable.

APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

(DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

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### **QUESTION 16.2:**

16.2. The discussion of Table 5 notes that the cost of Section 4 is included in the total actuals cost. Regarding the actual contract cost associated with Section 4:

16.2.1.1.Based on th	ne response to Q.9.1.2	2 and its subparts including the attachments to
Q.9.1.2.4-5	, was the total increm-	ental contract cost associated the work on Section 4
the	billed by	in Invoice No. 47672, dated
November :	20, 2 <mark>014?</mark>	

## **RESPONSE 16.2.1:**

The attached supporting documents include Confidential and Protected Information Pursuant to PUC Section 583, GO 66-C, and D.16-08-024. Yes. SoCalGas/SDG&E designated this information as confidential in response to TURN-SCGC Q9.1.02.5 and Q9.1.02.6 and as such are marking portions of this question as confidential. Please utilize the attachments that are marked as confidential in place of the attachments provided with the response to Q9.1.02.5 and Q9.1.02.6.

16.2.1.2.If the answer to the previous question is "no," please identify any invoices for any other contract work that was performed on Section 4.

#### **RESPONSE 16.2.1.2:**

No applicable.

APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

#### (DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

#### **QUESTION 16.2.2:**

- 16.2.2. The discussion of the Section 1 work notes several issues associated with site conditions, constructability and site restoration that led to higher overall construction costs.
  - 16.2.2.1. Based on the response to Q.9.1.7 and its subparts including the attachments to Q.9.1.7.28-29, was the total incremental contract cost associated the work on Section 1 \$222,098.05, the amount associated with the five change orders included in the attachments to Q.9.1.7.28-29 in the amounts as follows?
    - Change Order No. 980002: \$43,637.12
    - Change Order No. 980003: \$9,521.43
    - Change Order No. 980008: \$157,017.13
    - Change Order No. 980013: \$9,228.49
    - Change Order No. 980015: \$2,693.88

## **RESPONSE 16.2.2.1:**

No.

16.2.2.2. If the answer to the previous question is "no," please identify any additional change orders for construction work on Section 1 or invoices for any other contract work that was performed on Section 1.

#### **RESPONSE 16.2.2.2**

Section 1 has an additional eight Change Orders related to field conditions that TURN-SCGC did not ask about in DR-09.

Change Order No	980001	\$31,362
Change Order No	980004	\$3,077
Change Order No	980007	\$2,062
Change Order No	980009	\$17,813
Change Order No	980010	\$11,602
Change Order No	980012	\$4,009
Change Order No	980013	\$4,962
	RFI 14	\$22,768

APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

### (DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

#### **QUESTION 16.2.3:**

The discussion of the work on Sections 2/2A notes several issues associated with constructability and weather, but the response to Q.9.1.8.10 states "there are no change order for this project." Please confirm this answer is correct.

### **RESPONSE 16.2.3:**

Yes, the response to TURN-SCGC Q.9.1.8.10 is correct.

APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

(DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

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## **QUESTION 16.2.4:**

The discussion of the work on Section 5 indicates that there were no field conditions of note. Please state whether there were any change orders on this section of the project and identify any change order amounts (if any).

#### **RESPONSE 16.2.4:**

There were no change orders for Section 5.

APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

(DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

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## **QUESTION 16.2.5**

The discussion of the construction contractor selection at WP-III-A292 states that "the Performance Partner/Construction Contractor final TPE for Sections 1, 2, 2A and 5 was \$2,847,863 which is \$540,100 more than the Stage 3 construction contractor direct estimate of \$2,307,762 that was used to develop the Phase 2 WOA estimate." Please confirm that this is correct.

#### **RESPONSE 16.2.5:**

Yes, the statement at WP-III-A292 is correct.

APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

#### (DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

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### **QUESTION 16.3:**

The Contract Costs row of Table 5 at WP-III-A298 shows a difference for the actuals relative to the estimate for Section 1, 2, 2A, 5 of \$2,943,121. The increased cost associated with the bid price of \$540,100 plus the cost of the Section 4 work of \$354,440.04 plus the total of the change orders for Section 1 work of \$222,098.05, which totals to \$1,116,638.09.

Please account for the difference between the \$2,943,121 and \$1,116,638.09 providing documentation to support the additional costs.

#### **RESPONSE 16.3:**

The additional actual costs include Construction Management Services and Environmental Services costs. The estimated Contract Costs do not include these cost categories. A straight comparison of the estimated and actual Contract Costs for the Line 406 Replacement and Hydrotest Project is not possible because:

- The Phase 2 WOA estimate reflects costs for Sections, 1, 2, 2A and 5, whereas the Actual Costs include the addition of Section 4 construction activity.
- When combined, the Phase 2 WOA Contract and Other Direct Costs and the Actual Contract and Other Direct Costs categories are made up of the same cost elements; but the Phase 2 WOA estimated costs combination of elements for Contract Costs is not the same as the Actual Contract cost elements. The table below details the Contract Cost and Other Direct Cost elements (capital and O&M) as they were combined in the Phase 2 WOA versus the Actuals for Line 404 and highlights the different combination of elements to facilitate comparison.
- In general, the Phase 2 WOA estimate is a preliminary estimate roughly based on 30% design drawings, whereas the TPE is based on 90% design drawings.

APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

### (DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

The following response includes Confidential and Protected Information Pursuant to PUC Section 583, GO 66-C, and D.16-08-024.

Line 406 Section 1, 2, 2A, 5 - Phase 2 WOA Estimated Costs and Actual Costs Breakdown (Capital and O&M)				
	Phase 2 WOA	/TIC Estimate	ACT	JALS
Cost Element by Category	Contract Costs	Other Direct	Contract Costs	Other Direct
Construction Contractor				
Construction Management & Support				
Environmental –Abatement & IH				
Environmental - Planning				
Engineering & Design				
Permits & ROW				
Project Management and Project Services				
Other				
TOTAL				

APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

(DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

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### **QUESTION 16.4:**

With respect to the breakdown of costs shown in response to Q.9.2.6.1: Please provide a breakdown of the \$2,251,022 characterized as "Other Contracted Services" identifying each category of contracted service and the amount of cost associated with that category.

#### **RESPONSE 16.4:**

The following response includes Confidential and Protected Information Pursuant to PUC Section 583, GO 66-C, and D.16-08-024.

Estimated "Other Contracted Services" Detail		
Cost Element by WOA/Function	407 North	407 South
Construction Management & Support		
Engineering & Design		
Environmental - Abatement & IH		
Environmental - Planning		
Project Management and Project Services		
Total	\$1,203,490	\$ 1,047,532

APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

### (DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

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### **QUESTION 16.5:**

- 16.5. With respect to the response to 10.1.2 and associated sub-questions, which demonstrate that the construction contractor was retained under a fixed price contract at an amount of \$240,000. Table 4 on WP-III-A328 shows an actual contract cost amount of \$267,773, which is \$27,773 more than the fixed price contract.
- 16.5.1. Please provide a copy of all Change Order materials or other notices or correspondence provided to SoCalGas' PSEP management team by its contractor that are related to the added cost created by the each of the events described above in the cited quotation.

#### **RESPONSE 16.5.1:**

There were no Change Orders.

16.5.2. Please provide a copy of all of SoCalGas' PSEP management team's responses to its contractor in regards to these change order materials, notices or correspondence.

#### **RESPONSE 16.5.2:**

There were no Change Orders.

16.5.3. If there are no change orders corresponding to this increase in cost or if the change orders provided are insufficient to account for the entire \$27,773, please provide a detailed explanation of the cost difference identified for the contract cost category.

#### **RESPONSE 16.5.3:**

The Contract Cost category also included costs for Construction Management and Support of \$91,950 and Environmental/Abatement services of \$5,049. The actual contractor cost was \$170,774.

APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

(DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

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### **QUESTION 16.6:**

#### 16.6. With respect to the response to Q.10.2.6.2:

16.6.1. Please provide a definition for the Project Management and Project Services category and for the Construction Management and Support category.

#### **RESPONSE 16.6.1:**

- Construction Management and Support Services include a broad range of construction-related activities, such as construction project management, inspections, hydrotesting, x-ray, water management, equipment rentals, etc. It expressly excludes construction contractor and environmental monitoring and abatement activities.
- Project Management and Project Services includes costs associated with project execution management and planning and design costs, such as survey and mapping and closing costs. It excludes environmental planning, engineering costs and land services costs such as permitting and right of way costs.
- 16.6.2. Does SoCalGas typically contract for Project Management and Project Services and for Construction Management and Support Services?

#### **RESPONSE 16.6.2:**

SoCalGas/SDG&E object to the use of the term "typically" as being vague and ambiguous. Notwithstanding the foregoing objection, SoCalGas/SDG&E respond as follows: it is not unusual for SoCalGas/SDG&E to contract for Project Management and Project Services and for Construction Management and Support Services.

APPLICATION TO RECOVER COSTS RECORDED IN THE PIPELINE SAFETY AND RELIABILITY MEMORANDUM ACCOUNTS, THE SAFETY ENHANCEMENT EXPENSE BALANCING ACCOUNTS, AND THE SAFETY ENHANCEMENT CAPITAL COST BALANCING ACCOUNTS (A.16-09-005)

#### (DATA REQUEST TURN-SCGC-16)

Date Requested: August 9, 2017 Date Responded: August 31, 2017

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## **QUESTION 11:**

## 16.7. With respect to the response to 10.3.8 and its sub-questions:

16.7.1. What year was the original portion of Line 85 that terminated in Newhall station constructed?

#### **RESPONSE 16.7.1:**

The Line 85 segment that terminated in Newhall station was a pre-1946 vintage pipe. A majority of the pipe is of unknown installation date and of 1930 vintage or earlier.

16.7.2. If Line 85 was addressed in the Applicants' PSEP filing made in I.11-02-019 in August 2011, why did the Applicants fail to identify the 91-foot segment of pipe on Line 85 lacked sufficient records of a pressure test to at least 1.25 x MAOP?

#### **RESPONSE 16.7.2:**

Line 85 was identified as Phase 1B pipe in SoCalGas and SDG&E's 2011 PSEP filing in R.11-02-019. The review of records was not yet complete at the time of the 2011 filing.

16.7.3. Since Lines 85, 45-120 and 45-120XO1 were all addressed in the Applicants' PSEP filing made in I.11-02-019 in August 2011, why did the Applicants fail to identify the 312-foot segment of pipe in Newhall Station lacked sufficient records of a pressure test?

#### **RESPONSE 16.7.3:**

As indicated in response to TURN-SCGC Q.16.7.2, Line 85 was identified as Phase 1B pipe in SoCalGas and SDG&E's 2011 PSEP filing in R.11-02-019. The review of records was not yet complete at the time of the 2011 filing. During a detailed assessment of Line 85 South in October 2014 for Phase 1B, the pre-1946, 312-foot segment of piping was identified as Phase 1A.

## BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

### DECLARATION OF HUGO MEJIA REGARDING CONFIDENTIALITY OF CERTAIN DATA/DOCUMENTS PURSUANT TO D.16-08-024

#### I, Hugo Mejia, do declare as follows:

- 1. I am a Project and Execution Manager in the Major Projects, Regulatory Compliance and Controls for San Diego Gas & Electric Company ("SDG&E") and Southern California Gas Company ("SoCalGas") designated by Jimmie Cho, Senior Vice President, Gas Operations and System Integrity for SDG&E and SoCalGas. I have been delegated authority to sign this declaration by Mr. Cho. I have reviewed the Response of SoCalGas and SDG&E to the Sixteenth Data Request of The Utility Reform Network (TURN) and Southern California Generation Coalition (SCGC) in the Pipeline Safety and Enhancement Plan (PSEP) 2016 Reasonableness Review A.16-09-005 proceeding, submitted concurrently herewith (Response to TURN-SCGC's Sixteenth Data Request). I personally am familiar with the facts and representations in this Declaration, except where stated as based upon my information and belief. If called upon to testify, I could and would testify to the following based upon my personal knowledge and/or information and belief.
- 2. I hereby provide this Declaration in accordance with Decision (D.) 16-08-024 to demonstrate that the confidential information (Protected Information) provided in the Response to TURN-SCGC's Sixteenth Data Request is within the scope of data protected as confidential under applicable law and pursuant to Public Utilities Code ("PUC") § 583 and General Order ("GO") 66-C, as further described in Attachment A. The intervenors in this proceeding (The Utility Reform Network, the Office of Ratepayer Advocates, and Southern California Generation Coalition) have requested that SDG&E and SoCalGas provide their responses to all data requests to all other parties; since this necessarily includes the Office of Ratepayer Advocates, this Declaration has been necessitated.

3. In accordance with the legal authority described herein, the Protected Information should be protected from public disclosure.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed this 30th day of August, 2017, at Los Angeles, California.

Hugo Mejia

Project and Execution Manager

#### ATTACHMENT A

SoCalGas and SDG&E Request Confidential Treatment of the Following Information in Their Response to TURN-SCGC's Sixteenth Data Request in A.16-09-005, Application to Recover Costs Recorded in Pipeline Safety & Reliability Memorandum Accounts, Safety Enhancement Capital Costs Balancing Accounts, and Safety Enhancement Expense Balancing Accounts

SDG&E and SoCalGas designated the combination of the pipeline diameter attribute and location data as confidential in their response to TURN-SCGC's Sixteenth Data Request in A.16-09-005, Application to Recover Costs Recorded in Pipeline Safety & Reliability Memorandum Accounts, the Safety Enhancement Expense Balancing Accounts, and the Safety Enhancement Capital Cost Balancing Accounts, because:

(1) This data is sensitive critical energy infrastructure information that is not currently published by PHMSA and, if made publicly available, could present a risk to the security of California's critical energy infrastructure. SoCalGas' and SDG&E's assessment of the risks associated with critical energy infrastructure data will continue to evolve as the sophistication, frequency and volume of security threats increase. In light of certain events, such as the attack on Pacific Gas & Electric Company's Metcalf Substation in 2013, SoCalGas and SDG&E believe pipeline diameter data must be treated as confidential. SoCalGas and SDG&E designate this pipeline diameter data as confidential pursuant to several laws, regulations, and guides that seek to protect critical infrastructure information and sensitive security information from public disclosure for national security reasons. These include, but are not limited to: (i) the Protected Critical Infrastructure Information (PCII) Program; (ii) FERC Order 630 - Critical Energy Infrastructure Information (CEII); (iii) Sensitive Security Information Regulations; and (iv) the Transportation Security Administration's (TSA) Pipeline Security Guidelines. See also the Federal Register Notice on August 27, 2015 (Volume 80, Number 166) concerning PHMSA/OPS' proposed changes to the National Pipeline Mapping System (NPMS) data collection and the protection of pipeline information such as MAOP and pipe diameter. The yellow highlighted portions on the pages identified in the table below fall within the category of sensitive critical energy infrastructure.

SDG&E and SoCalGas designated the vendor bid and pricing information (including rates and invoices) as confidential in their response to TURN-SCGC's Sixteenth Data Request in A.16-09-005, Application to Recover Costs Recorded in Pipeline Safety & Reliability Memorandum Accounts, the Safety Enhancement Expense Balancing Accounts, and the Safety Enhancement Capital Cost Balancing Accounts because:

(2) This data is market-sensitive information and is entitled to confidential treatment under D.11-01-36, 2011 WL 660568 (2011) GO 66-C Sections 2.2(b), 2.8. The disclosure of such information would trigger the protection of section 2.2(b) of G.O. 66-C, which protects "[r]eports, records and information requested or required by the Commission which, if revealed, would place the regulated company at an unfair business disadvantage." The yellow highlighted portions on the pages identified in the table below fall within the category of vendor identifying information.

SDG&E and SoCalGas designated employee names as confidential in their response to TURN-SCGC's Sixteenth Data Request in A.16-09-005, Application to Recover Costs Recorded in Pipeline Safety & Reliability Memorandum Accounts, the Safety Enhancement Expense Balancing Accounts, and the Safety Enhancement Capital Cost Balancing Accounts because:

(3) Disclosure of this information would constitute an unwarranted invasion of personal privacy. Releasing names could put employees at risk for identity theft, personal harm, harassment or other negative outcomes. This information is exempt from public disclosure, and constitutes confidential information pursuant to Government Code § 6254(c); Gov't Code 6255; Civil Code §§ 1798.3 & 1798.24 (the California Information Practices Act); and Cal. Const., Art. I, § 1 (California constitutional right to privacy) among other relevant provisions. The yellow highlighted portions on the pages identified in the table below fall within the category of employee identifying information (e.g., names, signatures, other contact information).

DATA / INFORMATION	JUSTIFICATION FOR CONFIDENTIALITY	ATTACHMENTS
Pipeline attribute (i.e.	This information has been identified as confidential	Q16.1.4 A01 CONFIDENTIAL 139871: pp.1-2
diameter, pressure, and	protected information as this data constitutes	Q16.1.4 A02 CONFIDENTIAL 139872: pp.1-2
location)	sensitive critical energy infrastructure information that is not currently published by the PHMSA and, if	Q16.1.4 A03 CONFIDENTIAL 141036: pp.4
	made publicly available, could present a risk to the	Q16.1.4 A05 CONFIDENTIAL 141608: pp.2
	security of the SoCalGas and SDG&E pipeline	Q16.1.4 B01 CONFIDENTIAL 1406-1088D: pp.4-5
	system and California's critical energy infrastructure.	Q16.1.4 B03 CONFIDENTIAL 1406-1088: pp.4
	initialitation.	Q16.1.4 B04 CONFIDENTIAL 1406-1088C: pp.5
	CEII: 18 CFR §388.113(c); FERC Orders 630, 643,	Q16.1.4 B05 CONFIDENTIAL 1406-1088B: pp.5
	649, 662, 683, and 702 (defining CEII).	Q16.1.4 G12 CONFIDENTIAL W9Y14026-026: pp.1-2
	Critical Infrastructure Information:	Q16.1.4 IO1 CONFIDENTIAL 15123-8: pp.1-3,5-6
	6 U.S.C. §§131(3), 133(a)(1)(E); 6 CFR §§ 29.2(b),	Q16.1.4 IO2 CONFIDENTIAL 15123-38: pp.2-7
	29.8 (defining CII and restricting its disclosure).	Q16.1.4 IO3 CONFIDENTIAL 15123-14: pp.2-17
	Gov't Code § 6254(e) ("Geological and geophysical	Q16.1.4 I04 CONFIDENTIAL 15123-11: pp.1-5
	data, plant production data, and similar information relating to utility systems development, or market or crop reports, that are obtained in confidence from any person.")	Q16.1.4 I05 CONFIDENTIAL 15123-43: pp.1-5
		Q16.1.4 LO2 CONFIDENTIAL 107.PIN0323557: pp.1-2
		Q16.1.4 L04 CONFIDENTIAL 107.PIN0298922: pp.3
		Q16.1.4 L07 CONFIDENTIAL 107.PIN0301382: pp.1-5,7
	Gov't Code § 6254 (ab) ("Critical infrastructure	Q16.1.4 L08 CONFIDENTIAL 107.PIN0301970: pp.1-3,5-9
	information, as defined in Section 131(3) of Title 6 of the United States Code, that is voluntarily	Q16.1.4 L09 CONFIDENTIAL 107.PIN0298025: pp.1-3,5-9
	submitted to the Office of Emergency Services for	Q16.1.4 L13 CONFIDENTIAL 107.PIN0323410: pp.3
·	use by that office")	Q16.1.4 L14 CONFIDENTIAL 107.PIN0323606: pp.1,3
		Q16.1.4 M01 CONFIDENTIAL 1000773116: pp.1
		Q16.2.1.1 Updated Q9.1.02.5 CONFIDENTIAL L406 Signed Agr: pp.5,15-17
		Q16.2.1.1 Updated Q9.1.02.6 CONFIDENTIAL L406 Invoice Job 2200-14103:
		pp.1-2
Vendor information	Vendor names, bid and pricing information have	Data Request Response Q.16.1.1, Q.16.1.3, Q.16.1.5, Q.16.2.1.1, Q.16.3, and Q.16.4
	been marked as confidential protected information as publicly disclosing this information could lead to a	Q16.1.4 CONFIDENTIAL L406_SAP Invoice List.xlsx: pp.1-17
	competitive disadvantage and potential loss of	Q16.1.4 A01 CONFIDENTIAL 139871: pp.1-5
	market share for those vendors.	Q16.1.4 A02 CONFIDENTIAL 139872: pp.1-9

See, e.g., D.11-01-36, 2011 WL 660568 (2011)

GO 66-C Sections 2.2(b), 2.8

Gov't Code § 6254.15 (disclosure not required for "corporate financial records, corporate proprietary information including trade secrets, and information relating to siting within the state furnished to a government agency by a private company for the purpose of permitting the agency to work with the company in retaining, locating, or expanding a facility within California")

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