

**SOUTHERN CALIFORNIA GAS COMPANY
SAN DIEGO GAS & ELECTRIC COMPANY**

**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-007)

Date Requested: June 21, 2017

Date Responded: July 26, 2017

Date Amended: September 14, 2017

QUESTION 7.1.1:

These questions are directed at the workpapers regarding the SL-36-1032 Replacement Project.

7.1.1. With respect to the statement on page WP-III-A231: “Included in this project was 224 feet of pipe accelerated from Phase 1B and 371 feet of pipe accelerated from Phase 2A. The accelerated mileage was included to realize efficiencies and to enhance project constructability.” Table 2 breakdowns the Phase 1B and Phase 2A footage among the three sections of the project.

7.1.1.1. Please describe in specific terms what pipe corresponds to the 263 feet of pipe accelerated from Phase 1B or 2A in Section 1 and show the location of the pipe in Figures 3 and 14. Please identify whether the accelerated pipe is Phase 1B or 2A.

7.1.1.2. Please describe in specific terms what pipe corresponds to the 23 feet of incidental pipe mileage in Section 1 of the project and show the location of the pipe in Figures 3 and 14.

7.1.1.3. Please state in detail the basis for including the accelerated and incidental pipe in Section 1 of the project.

7.1.1.4. Please demonstrate that there were cost savings achieved by including the 263 feet of accelerated pipe and 23 feet of incidental pipe in Section 1 of the project by showing the cost estimates including and excluding these lengths of pipe.

7.1.1.5. Please describe in specific terms what pipe corresponds to the 332 feet of pipe accelerated from Phase 1B or 2A in Section 2 of the project and show the location of the pipe in Figures 5 and 15. Please identify whether the accelerated pipe is Phase 1B or 2A.

7.1.1.6. Please describe in specific terms what pipe corresponds to the 649 feet of incidental pipe mileage in Section 2 of the project and show the location of the pipe in Figures 5 and 15.

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- 7.1.1.7. Please state in detail the basis for including the 332 feet of accelerated pipe and 649 feet of incidental pipe in Section 2 of the project.
- 7.1.1.8. Please demonstrate that there were cost savings achieved by including the 332 feet of accelerated pipe and 649 feet of incidental pipe in Section 2 of the project by showing the cost estimates including and excluding this length of pipe.
- 7.1.1.9. Please describe in specific terms what pipe corresponds to the 114 feet of incidental pipe mileage in Section 3 of the project and show the location of the pipe in Figures 7 and 13.
- 7.1.1.10. Please state in detail the basis for including the 114 feet of incidental pipe mileage in Section 3 of the project.
- 7.1.1.11. Please demonstrate that there were cost savings achieved by including the 114 feet of incidental pipe in Section 3 of the project by showing the cost estimates including and excluding this length of pipe.

RESPONSE 7.1.1:

- 7.1.1.1 The 263 feet of accelerated pipe in Section 1 is Phase 1B pipe, and reflected in blue dotted marks on Figure 3, within the replaced pipeline (shown in green). It consists of 39 feet on the north end of the section and 224 feet on the south end of the section. A high-resolution copy of Figure 3 is provided in the attachment folder.
- 7.1.1.2 The 23 feet of incidental pipe in Section 1 consists of the replacement of six feet of Category 2 pipe, installed in 1978, and the addition of 17 feet of new pipe. The incidental pipe is reflected in pink hash marks on Figure 3 before and after the accelerated pipeline (referred to in 7.1.1), within the replaced pipeline (shown in green). A high-resolution copy of Figure 3 is provided in the attachment folder.
- 7.1.1.3 **Response amended on September 14, 2017. Changes noted in red and deletions are noted in red strikethrough.** The basis for including the 23 feet of incidental pipe was for constructability purposes. Note, standard purchased pipe lengths are 20 or 40 feet, and most of the pipe purchased for PSEP projects is received from the manufacturer in 40-foot lengths. Purchased pipe is cut to size in the field during construction. The 40-foot pipe may be cut so as to include additional footage on

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either side of Category 4 pipe to facilitate construction, such as to eliminate fittings, welds or other appurtenances on existing pipe. The key construction activity in this process is the cutting of the existing pipe while it is out of service. SoCalGas and SDG&E select a safe and practical location for the cutting equipment, which may entail adding additional footage and generally does not create additional cost.

During the design process, there was a Class location change (due to a re-review of the occupancy of the nearby facility). As a result, SoCalGas and SDG&E re-categorized 263 feet of Phase 1A pipe as accelerated ~~Phase 2A~~ pipe. The design moved forward to include the re-categorized accelerated pipe that would need to be addressed in a later phase.

- 7.1.1.4 SoCalGas and SDG&E did not prepare a cost estimate to compare the costs of including the 263 feet of accelerated pipe and 23 feet of incidental pipe within the scope of this Phase 1A project versus excluding this pipe. Based on operator knowledge and experience, not including the 263 feet of accelerated pipeline in this project would require this footage to be addressed in a future project to be planned and executed in a subsequent PSEP phase, which would duplicate the activities and expenses already undertaken in the first three stages of the Seven Stage Review Process. As noted above in response to TURN-SCGC Q.7.1.1.3, the 23 feet of incidental pipe was included for constructability reasons.
- 7.1.1.5 The 332 feet of pipe accelerated from Phase 1B is Category 1, pre-1946 pipe. The accelerated pipe is reflected in blue dotted marks on Figure 2, within the northern end of the replaced pipeline (shown in green). A high-resolution copy of Figure 5 is provided in the attachment folder.
- 7.1.1.6 The 649 feet of incidental pipe in Section 2 is reflected in pink hash marks on Figure 5, within the replaced pipeline (shown in green). It consists of 10 feet of Category 1 pipe on the north end of the section and 639 feet of Category 4 pipe on the south end of the section. A high-resolution copy of Figure 5 is provided in the attachment folder.
- 7.1.1.7 The incidental and accelerated footage were included to avoid a future relocation of the pipe due to the Harris Grade Road planned expansion. Please see workpaper WP-III-A246, A247, and A252. SoCalGas and SDG&E chose a north

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tie-in point at a location where the pipeline veers away from the road, so that the pipeline will not have to be relocated in the future. This resulted in 332 feet of accelerated pipe. Similarly, SoCalGas and SDG&E chose a tie-in point at the south end of this project to be where the existing pipeline crosses over from the west side of the street to the east side of the street. This avoids the relocation of 649 feet of incidental pipe in the future.

- 7.1.1.8 SoCalGas and SDG&E did not prepare a cost estimate to compare the costs of including the 332 feet of accelerated pipe and 649 feet of incidental pipe within the scope of this Phase 1A project. By installing new pipe on the east side of the road and abandoning the existing pipe, which was on the west side of the road, a future relocation of 2,057 feet of pipe (1,076 Category 4, 332 accelerated and 649 incidental) was avoided.
- 7.1.1.9 The 114 feet of incidental pipe in Section 3 is reflected in pink hash marks on Figure 7, within the replaced pipeline (shown in green). It consists of 25 feet of Category 1 pipe on the west end of the section and 89 feet of Category 1 pipe on the south end of the section. A high-resolution copy of Figure 7 is provided in the attachment folder.
- 7.1.1.10 The basis for including the 25 feet of incidental pipe on the west side of the section was to remove a non-piggable fitting (elbow), consistent with the Commission's directives to enhance piggability of the system. The 89-foot portion of incidental pipe was included to enable the project to tie-in to an existing line on the east side of the street and avoid potential impacts to a residence on the west side of the street.
- 7.1.1.11 SoCalGas and SDG&E did not prepare a cost estimate to compare the cost of including the 114 feet of incidental pipe within the scope of this Phase 1A project versus excluding the 114 feet. As noted above, the inclusion of the 114 feet of pipe enabled SoCalGas and SDG&E to enhance the piggability of the pipeline, tie-in to an existing line, and avoid impacts on a nearby residence.

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QUESTION 7.1.2:

With respect to the statement on WP-III-A240: “The existing valve bridle and vault would be removed. The new valve bridle assembly would be buried (not in the vault). Bollards would be used to prevent vehicles from encroaching on the bridle assembly.” As compared with the statement on WP-III-A253: “Because of a delay in receiving a new vault for the new xxxx valve bridle, the project demobilized the pipeline crew.”

7.1.2.1. If the existing valve vault could be removed and the new bridle assembly could be buried in Section 1 of the project, why was it necessary to obtain a vault for the new valve bridle in Section 3?

7.1.2.2. Please describe in detail each element of Section 1 of the project that distinguishes it from Section 3 of the project with respect to the need to use or not to use a vault rather than direct burial for a valve bridle assembly.

RESPONSE 7.1.2:

7.1.2.1 It was necessary to obtain a vault for Section 3 to protect the new valve bridle because the conditions of the location on Section 3 (a paved road) require the placement of the new valve bridle in a vault.

7.1.2.2 The valve bridle for Section 3 is located in a paved roadway where bollards cannot be placed over the valve bridle to prevent vehicles from driving over it. In contrast, the valve bridle for Section 1 is located on the side of a dirt road, where bollards can be placed to prevent vehicles from accidentally driving over the valve bridle.

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QUESTION 7.1.3:

With respect to the Table 3 on page WP-III-A245:

- 7.1.3.1. Please break the Phase 2 WOA cost estimate down so that the resulting table separately shows for each cost category the cost associated with Sections 1, 2, and 3.
- 7.1.3.2. Please identify the major cost components associated with the Other Direct Costs category.
- 7.1.3.3. Please break the Other Direct Costs dollar amount as shown separately for Sections 1, 2, and 3 down into its major cost components.
- 7.1.3.4. Please show for each Section of the project the estimated Contract Cost figure that would have been compared with the construction contractor's detail job cost estimate.

RESPONSE 7.1.3:

- 7.1.3.1 **The attached supporting documents include Confidential and Protected Materials Pursuant to PUC Section 583, GO 66-C, and D.16-08-024.** A copy of a revised Table 3: SL-36-1032 Sections 1, 2, and 3 Phase 2 WOA that breaks out the estimated direct costs by section is provided in the attachment folder. Indirect costs were not tracked separately by section.
- 7.1.3.2 **The attached supporting documents include Confidential and Protected Materials Pursuant to PUC Section 583, GO 66-C, and D.16-08-024.** A breakdown of the Other Direct Costs per section is provided in the attachment folder.
- 7.1.3.3 See response TURN-SCGC DR-07 Q7.1.3.2
- 7.1.3.4 See response TURN-SCGC DR-07 Q7.1.3.2

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QUESTION 7.1.4:

With respect to the statement on WP-III-A249: “Conditions were encountered in the field that were not anticipated during design and planning that had to be addressed or mitigated. Listed below is a summary of the key field changes broken down by type of change for this section (see Figure 14): Constructability Issues: It was assumed the connection to the feed line to SL-36-9-04 would be upstream of the blow-off valve. Excavation activities revealed the blow-off valve to be attached to a drip pot. The tie-in location was moved by approximately 20 feet to the west, downstream of the blow-off valve to remove the drip pot to improve the integrity of the line. A new blowoff valve was installed. As a result, it was replaced with a full-port xxxx ball valve that was piggable. This caused a schedule delay due to the time needed to acquire materials, which led to a second mobilization. The tie-in locations on both the north and south ends were extended beyond the HCA for constructability reasons (to reach pipe segments with sufficient integrity for the tie-in). This resulted in an addition of 74 feet. It was determined that stopple fittings were necessary to facilitate a safe tie-in operation; therefore, stopple fittings were added and bell holes were enlarged. Footage was added to facilitate the tie-in activities.”

7.1.4.1. Please state the date that the initial construction mobilization for Section 1 was completed.

7.1.4.2. Please state the date that the presence of the blow-off valve connected to the drip pot was discovered.

7.1.4.3. Did the presence of the drip pot with the blow-off valve render the valve unusable?

7.1.4.4. Why was the removal of the drip pot important for pipeline integrity?

7.1.4.5. Are drip pots uncommon in modern pipelines?

7.1.4.6. What was the incremental cost associated with moving the connection to SL-36-9-04 and installing a new blow-off valve?

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- 7.1.4.7. Was the Section 1 project able to continue in any part while the parts necessary to moving the connection to SL-36-9-04 and installing a new blow-off valve were obtained?
- 7.1.4.8. If the answer to the previous question is “yes,” please describe what parts of the Section 1 project were able to proceed.
- 7.1.4.9. Please state the date that the Section 1 project construction site was demobilized.
- 7.1.4.10. Please incremental project cost associated with demobilizing the Section 1 project construction site.
- 7.1.4.11. Please state the date that the Section 1 project construction site was remobilized.
- 7.1.4.12. Please incremental project cost associated with remobilizing the Section 1 project construction site.
- 7.1.4.13. What were the problems with the integrity of the existing pipeline that forced the addition of 74 feet in order to reach pipe segments with sufficient integrity for the tie-in?
- 7.1.4.14. What is the incremental cost associated with the additional footage necessary to reach pipe segments with sufficient integrity for the tie-in?
- 7.1.4.15. Why was the determination regarding the need for stopple fittings made in the field instead of in the planning stage?
- 7.1.4.16. How much delay did the field decision to add stopple fittings and enlarge the bell holes cause?
- 7.1.4.17. What was the incremental cost associated with the field decision to add stopple fittings and enlarge the bell holes?
- 7.1.4.18. 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 delay or added cost created by the each of the events described above in the cited quotation.

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7.1.4.19. 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 7.1.4:

- 7.1.4.1 Mobilization was initiated on May 12, 2014.
- 7.1.4.2 June 17, 2014.
- 7.1.4.3 No.
- 7.1.4.4 The vessel was visibly corroded.
- 7.1.4.5 Yes.
- 7.1.4.6 The Construction Contractor did not itemize the cost of moving the connection and installing the blow down valve, but the amended contract cost was \$7,793 to move the tie-in location 20 feet to the west. In addition to this direct cost, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately.
- 7.1.4.7 No.
- 7.1.4.8 Not applicable.
- 7.1.4.9 July 16, 2014.
- 7.1.4.10 The Construction Contractor did not itemize the costs for demobilization, but the amended contract cost was \$134,581 for demobilizing and remobilizing for the blow-off valve design, cost of fabricating and hydrotesting the new assembly and additional bollards. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately.
- 7.1.4.11 February 23, 2015.

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- 7.1.4.12 See the response to TURN-SCGC Q.7.1.4.10.
- 7.1.4.13 The statement in the workpaper that this footage was included to reach pipe segments with sufficient integrity for the tie-in was not intended to imply there were problems with the integrity of the existing line. The reason for including the additional 74 feet was to locate a suitable tie-in point on each end of the existing pipeline and tie-in beyond pre-1946 girth welds.
- 7.1.4.14 The increased cost for the Construction Contractor cost was \$12,381 for the additional footage which required labor and rework for the drawing survey error. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately.
- 7.1.4.15 During the planning stage, the existing mainline valves were assumed to be available for the isolation process; however as the project was nearing mobilization, Region Operations indicated the valves were unlikely to be capable of achieving the full closure assumed for tie-in. This required the installation of stopple fittings on the north and south of the section to isolate the line.
- 7.1.4.16 There was no delay to the overall construction completion date. The number of days delay was not tracked separately from other construction activities because multiple crews were deployed and worked concurrently with other crews to adhere to the construction schedule.
- 7.1.4.17 The increased cost for the Construction Contractor was \$18,252.96 for adding stopples and enlarging bell holes, which includes some support for stopple fitting installation. The cost of the stopple installation (subcontractor), labor and material was \$34,778. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for these specific events.
- 7.1.4.18-19 **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 Construction Contractor's and SoCalGas' contract amendments and Requests for Information (RFI) are provided in the attachment folder.

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QUESTION 7.1.5:

With respect to the statement on WP-III-A251 and WP-III-A252: “Conditions were encountered in the field that were not anticipated during design and planning that had to be addressed or mitigated. Listed below is a summary of the key field changes broken down by type of change for this section (see Figure 15): Constructability Issues: A new stopple fitting and pipe footage was added to scope. It was assumed the existing pressure control fitting on the south end could be used for tie-in operations. Excavation revealed a wrinkle bend outside the planned workspace, which would prevent piggability. Replacement was extended beyond the wrinkle bend, including the existing pressure control fitting, necessitating its removal. An additional stopple fitting was installed for the southern isolation and tie-in of this line. The south bell hole was significantly expanded to accommodate replacement of the wrinkle bend and other activities noted above. In spite of SoCalGas and SDG&E’s due diligence in surveying and mapping the area, undocumented substructures, including a plastic water main, were encountered that conflicted with the path of the project alignment. Additional excavation and pipe routing was required to pass under this structure. It was incorrectly marked by the municipality and was not discovered until trench excavation was under way. SoCalGas was required to temporarily restore a bike path prior to a holiday weekend, which resulted in additional paving activities.”

7.1.5.1. What was the incremental cost associated with extending the replacement beyond the wrinkle bend and removing the pressure control fitting including the need to expand the south bell hole?

7.1.5.2. How much delay was caused by extending the replacement beyond the wrinkle bend and removing the pressure control fitting including the need to expand the south bell hole?

7.1.5.3. Why was the determination regarding the need for the stopple fitting in the south made in the field instead of in the planning stage?

7.1.5.4. How much delay did the field decision to add the stopple fitting cause?

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- 7.1.5.5. What was the incremental cost associated with piping around the undocumented substructures that were discovered during trench excavation?
- 7.1.5.6. How much delay was caused by the need to pipe around the undocumented substructures?
- 7.1.5.7. What was the incremental cost associated with the field decision to add stopple fitting?
- 7.1.5.8. What was the incremental cost of temporarily restoring a bike path prior to a holiday weekend?
- 7.1.5.9. 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 delay or added cost created by the each of the events described above in the cited quotation.
- 7.1.5.10. 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 7.1.5:

- 7.1.5.1 The increased cost for the Construction Contractor was \$11,776 for extending the replacement beyond the wrinkle bend. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately.
- 7.1.5.2 One day.
- 7.1.5.3 The project planned to use an existing fitting for isolation and tie-in. During excavation, it was discovered that the fitting was in closer proximity to a water line than anticipated. This did not allow sufficient space for the tie-in. Therefore, the tie-in location was relocated beyond the fitting and a stopple was required to isolate the line for tie-in.
- 7.1.5.4 Two-days.

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- 7.1.5.5 The Construction Contractor's cost associated with piping around the undocumented substructures was \$40,451 and the cost to pothole to determine the location and conflicts of the existing water main was \$19,768. An additional cost of \$32,662 was incurred for coating, excavation and welding work, and also for removing other unknown substructures. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for these specific events.
- 7.1.5.6 Eight days.
- 7.1.5.7 The Construction Contractor cost associated with supporting the installation of the stopple fitting was \$6,121. The cost for the stopple installation (by a subcontractor), including material and labor, was \$51,254. The cost for the additional excavation to expose a new tie-in point and location of a fitting was \$54,705. The cost of extending excavation, removing the wrinkle bend and moving the tie-in and stopple locations was \$11,776 and includes standby time for welders and helpers. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for these specific activities.
- 7.1.5.8 The increased cost for the Construction Contractor was \$15,471 for temporarily restoring the bike path. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for this specific activity.
- 7.1.5.9-10 **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 Requests for Information (RFI) are provided in the attachment folder.

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QUESTION 7.1.6:

With respect to the statement on WP-III-A252 and WP-III-A253: “Conditions were encountered in the field that were not anticipated during design and planning that had to be addressed or mitigated. Listed below is a summary of the key field changes broken down by type of change for this section: After successful tie-in, one stopple plug became stuck while being removed. A new stopple and a new bypass were installed and the section of pipe with the stuck plug was removed. Because of a delay in receiving a new vault for the new valve bridle, the project demobilized the pipeline crew. Heavy equipment and trailers then remobilized four months later to install the vault with a reduced crew and light equipment. Additional incidental mileage of 17 feet was added beyond the valve set for constructability reasons.”

7.1.6.1. Please state the date when the Section 3 construction site was first fully mobilized.

7.1.6.2. Please state the date when the stopple plug became stuck.

7.1.6.3. Please state the date when work associated with installing the new stopple and new bypass and removing the section of pie with the stuck plug was completed.

7.1.6.4. Please state the incremental cost associated with installing the new stopple and new bypass and removing the section of pie with the stuck plug.

7.1.6.5. Please state the date that the new vault was due and state the date that the new vault was actually received.

7.1.6.6. Was the supplier required to manufacture the vault specifically for the Section 3 project consistent with certain specifications?

7.1.6.7. Was SoCalGas unable to obtain the vault absent its manufacture on a specialty basis?

7.1.6.8. If the answer to the previous question is “yes,” please specify what aspects of these vaults makes them specialized.

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- 7.1.6.9. If the vault is not a specialty item, why did SoCalGas wait for the supplier to deliver the vault instead of obtaining it from an alternate supplier?
- 7.1.6.10. Who was the supplier that failed to delivered the promised materials?
- 7.1.6.11. Had SoCalGas used this supplier previously?
- 7.1.6.12. If the answer to the previous question is “yes,” on how many previous occasions had SoCalGas used this supplier?
- 7.1.6.13. If the answer to the question prior to the previous question is “no,” what specific actions did SoCalGas take to vet the supplier to ensure the supplier was reliable?
- 7.1.6.14. Did SoCalGas’ contract with the supplier have a provision for the supplier to pay for damages in the event of a failure to meet its contractual obligations to deliver the materials in a timely fashion?
- 7.1.6.15. If the answer to the previous question is “yes,” please state the amount of damages allowed for it the contract and whether SoCalGas obtained these damages from the supplier because of the delay in obtaining the vault.
- 7.1.6.16. If the answer to the question prior to the previous question is “no,” please state why SoCalGas has no provision for obtaining damages from suppliers that fail to perform under their contracts.
- 7.1.6.17. Please state the date that the Section 3 construction site was demobilized.
- 7.1.6.18. Please describe in detail what actions were involved to demobilize the site.
- 7.1.6.19. Please identify the costs associated with demobilizing the site.
- 7.1.6.20. Was the crew and/or equipment utilized in other PSEP projects while the construction site remained demobilized?

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- 7.1.6.21. Please describe in detail what actions were involved to remobilize the construction site.
- 7.1.6.22. Please identify the costs associated with remobilizing the site.
- 7.1.6.23. Was the cost of demobilizing and remobilizing the site reflected in the cost variance shown on page WP-III-A254?
- 7.1.6.24. If the answer to previous question is “yes,” please state the amount and indicate which category reflects the added cost.
- 7.1.6.25. 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 delay or added cost created by the each of the events described above in the cited quotation.
- 7.1.6.26. 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 7.1.6.1:

- 7.1.6.1 November 17, 2014.
- 7.1.6.2 January 30, 2015.
- 7.1.6.3 February 9, 2015.
- 7.1.6.4 The increased cost for the Construction Contractor was \$225,574 for the new stopple installation, the new bypass, and removing the section of pipe with the stuck plug. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for these activities.
- 7.1.6.5 The new vault was due February 9, 2015 but was not received until June 30, 2015.
- 7.1.6.6 Yes.

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- 7.1.6.7 Yes.
- 7.1.6.8 The vault was specialized to include an increased seismic safety factor.
- 7.1.6.9 Not applicable.
- 7.1.6.10 The following response includes Confidential and Protected Information Pursuant to PUC Section 583, GO 66-C, and D.16-08-024. The supplier was [REDACTED]
- 7.1.6.11 Yes.
- 7.1.6.12 The following response includes Confidential and Protected Information Pursuant to PUC Section 583, GO 66-C, and D.16-08-024. Between 2010 and 2014, SoCalGas issued 74 Purchase Orders to [REDACTED].
- 7.1.6.13 Not applicable.
- 7.1.6.14 Yes.
- 7.1.6.15 SoCalGas' contract with the supplier does not pre-specify the amount of damages allowed if the supplier fails to meet its contractual obligation to deliver the materials in a timely fashion.
- 7.1.6.16 Not applicable.
- 7.1.6.17 February 19, 2015.
- 7.1.6.18 During demobilization, the job site is generally returned to its pre-construction condition. Activities include removal of items brought and installed during mobilization and crew demobilization.
- 7.1.6.19 The Construction Contractor did not itemize the costs associated with demobilization, but the applicable Change Order is in the amount of \$75,687 and includes road plates and shoring rentals for the vault delay, laydown yard restoration, hand digging excavation for the vault, setting the vault, rental costs for crane and equipment, backfilling the vault, saw cutting and setting new valve cans.

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In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for these activities.

- 7.1.6.20 Yes.
- 7.1.6.21 The remobilization for vault installation required the delivery of material, a light lifting crane and vehicles (pickup trucks) to support a light crew of laborers and foremen for day work.
- 7.1.6.22 The Construction Contractor did not itemize the cost of remobilization, but the applicable Change Order is in the amount of \$75,687 and includes road plates and shoring rentals for the vault, laydown yard restoration, hand digging excavation for the vault, setting the vault, rental costs for crane and equipment, backfilling the vault, saw cutting and setting new valve cans. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for these activities.
- 7.1.6.23 Yes.
- 7.1.6.24 As noted in the responses to TURN-SCGC Q.7.1.6.19 and Q.7.1.6.22, the costs for demobilizing and remobilizing were not itemized separately in the Change Order from the Construction Contractor. The costs are included in the Capital Contract Costs category.
- 7.1.6.25-26 **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 Requests for Information (RFI), change order and contract amendment are provided in the attachment folder.

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QUESTION 7.1.7:

With regard to Table 4:

7.1.7.1. Please break the cost comparison down into three separate tables so that the resulting tables separately show the cost comparison associated with Sections 1, 2, and 3.

7.1.7.2. Please identify the major cost components associated with the Other Direct Costs category.

7.1.7.3. Please break the Other Direct Costs dollar amount as shown separately for Sections 1, 2, and 3 down into its major cost components.

RESPONSE 7.1.7:

7.1.7.1 **The attached supporting documents include Confidential and Protected Materials Pursuant to PUC Section 583, GO 66-C, and D.16-08-024.** See table provided in the attachment folder.

Because the costs of the L36-1032 project were documented and tracked as a single project, Table 4: L36-1032 Phase 2 WOA and Actual Costs (WP-III-A254) cannot be separated into three project sections without making after-the-fact assumptions about how the total project costs could be allocated among the three sections. Furthermore, Work Order Authorization Forms (WOAs) are initiated at Stage 1 (initial scoping cost estimate) and updated at Stage 3 (Phase 2 WOA) to capture estimated project costs for pipeline projects that require test or replacement. WOAs may include one or more sections, but it is not a general practice to initiate separate WOAs for each individual section for the same pipeline unless circumstances, such as construction schedule or design approach, warrant separate tracking mechanisms for sections within the same asset.

Similarly, it is not feasible to separate the O&M (actual) and Capital (actual) Costs among the three sections of this project. PSEP projects are planned and designed to comply with the Commission's directive in a cost-effective manner while minimizing impacts to customers and the community. In order to achieve these

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goals, the engineering and design work, as well as construction activity, were tracked for the entire project and not tracked separately for each section. Separately tracking multiple portions of this project would have increased the administrative burdens and costs of the project without providing a commensurate safety enhancement benefit for customers.

7.1.7.2 See response TURN-SCGC DR-07 Q7.1.7.1.

7.1.7.3 See response TURN-SCGC DR-07 Q7.1.7.1.

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QUESTION 7.2:

These questions are directed at the workpapers regarding the SL-38-539 Replacement Project.

7.2.1. With respect to the statement on page WP-III-A258: “Included in this project was 0.599 miles of pipe accelerated from Phase 2A. The accelerated mileage was included to realize efficiencies and to enhance project constructability.”

7.2.1.1. Please describe in specific terms what pipe corresponds to the 0.599 miles of pipe accelerated from Phase 2A and show the location of the pipe in Figures 1 and 2.

7.2.1.2. Please state in detail the basis for including the accelerated pipe in the project.

7.2.1.3. Please demonstrate that there were cost savings achieved by including the 0.599 miles of accelerated pipe in the project by showing the cost estimates including and excluding these lengths of pipe.

RESPONSE 7.2.1:

7.2.1.1 The 0.599 miles of pipe accelerated from Phase 2A is Category 4, installed in 1949. The accelerated mileage is reflected in blue dotted marks on Figure 1 throughout the replaced pipeline (shown in green). A high-resolution copy of Figure 1 is provided in the attachment folder.

7.2.1.2 As stated in Direct Testimony Chapter 2 (Phillips) at p. 9, accelerated miles are miles that otherwise would be addressed in a later phase of PSEP under the approved prioritization process, but are advanced to Phase 1A to realize operating and cost efficiencies. The basis for including the 0.599 miles was because the accelerated segments were located between Category 4 segments. Incorporating the accelerated segments in this project allowed one blow-down and tie-in from end to end to incorporate the Phase 1A and accelerated mileage. This avoids two future PSEP projects, and multiple blow-downs and tie-ins.

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- 7.2.1.3 SoCalGas and SDG&E did not prepare a cost estimate to compare the costs of including the 0.599 miles of accelerated pipe within the scope of this Phase 1A project versus excluding this pipe. Based on operator knowledge and experience, not including the 0.599 miles of accelerated pipe in this project would require a separate project to be planned and executed in a future PSEP phase which would duplicate the activities and expenses undertaken in the Seven Stage Review Process. Included in these activities and expenses are engineering and design, material procurement, and related construction activities. The 0.599 miles at issue, with the exception of less than one foot, were located between the Phase 1A segments. This also avoids future community and system impacts.

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QUESTION 7.2.2:

With respect to the statement on page WP-III-A261 regarding the choice of pipe diameters.

What is the cost per foot of 6, 8 and 10-inch pipe?

RESPONSE 7.2.2:

The cost for 6-inch pipe was \$45.50 per foot.

The cost for 8-inch pipe was \$36.61 and \$ 42.79.

The cost for 10-inch pipe was \$26.00 per foot.

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QUESTION 7.2.3:

With respect to the statement on page WP-III-A262: “The pipeline cannot be shut down for the duration of a hydrotest because of customer impacts. It is the main artery that supplies gas to core customers and therefore could not be shut down for 2 or more weeks.”

7.2.3.1. Why was the project conducted during the winter months?

7.2.3.2. If the project was conducted during non-winter months, why couldn't the core's demand be met with CNG or LNG delivered via trucks?

RESPONSE 7.2.3.1:

7.2.3.1 The decision to mobilize was based on the fact that the anticipated system impacts of construction on this pipeline are not seasonal and Commission directed SoCalGas and SDG&E to test or replace PSEP pipeline segments “as soon as practicable.”

7.2.3.2 The demand could not be met through the use of CNG or LNG delivered via trucks, because the hourly customer demand on this line exceeds the volume of supply that can feasibly and cost effectively be supplied through trucking of CNG or LNG.

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QUESTION 7.2.4:

With respect to Table 3 on WP-III-A264 and WP-III-A265:

7.2.4.1. Please reconcile the contract costs figure in the table with the third redacted cost figure in the following statement from WP-III-A266: “The Performance Partner/Construction Contractor TPE was \$xxxx, which is \$xxxx less than the Stage 3 construction contractor direct estimate of \$xxxx that was used to develop the Phase 2 WOA.”

7.2.4.2. Was the contractor only conducting a portion of the SL-38-539 replacement work?

7.2.4.3. If the answer to the previous question is “yes,” please explain who was performing the remainder of the work required to complete the project.

7.2.4.4. If SoCalGas expected to have more than one contractor completing the work, please break down the contract cost category among the types of contracts that SoCalGas was expecting.

RESPONSE 7.2.4.1:

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

Line 38-539 Estimated Contractor Cost Reconciliation (Phase 2 WOA)	
Cost Element	Contract Cost
Construction Contractor (WP-III-A266)	[REDACTED]
minus Paving (included in Other Directs)	[REDACTED]
Construction Contractor Contingency	[REDACTED]
Other Contracted Services	[REDACTED]
TOTAL ESTIMATED CONTRACT COST (WP-III-A264-265)	[REDACTED]

7.2.4.2 No.

7.2.4.3 Not applicable.

7.2.4.4 Not applicable.

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QUESTION 7.2.5:

With respect to the schedule shown on WP-III-A267, what was the Stage 4 estimated duration for the project?

RESPONSE 7.2.5.1:

12 weeks.

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QUESTION 7.2.6:

With respect to the statement on WP-III-A267: “Material Delivery Delays: Suppliers were unable to meet the scheduled deliverable dates. In order to minimize cost impacts, the delayed materials were installed out of sequence to reduce the number of demobilizations and limit standby costs. Re-excavation at the site was required once delayed materials for Robotic Pig fitting was received and installed.

- 7.2.6.1. Please state the date the construction site was first mobilized.
- 7.2.6.2. Please state the date(s) the construction site was demobilized.
- 7.2.6.3. Please state the date(s) the construction site was remobilized.
- 7.2.6.4. Please describe in detail what actions were involved to mobilize or remobilize the construction site.
- 7.2.6.5. Please identify the costs associated with mobilizing or remobilizing the site.
- 7.2.6.6. Please describe in detail what actions were involved to demobilize the site.
- 7.2.6.7. Please identify the costs associated with demobilizing the site.
- 7.2.6.8. Was the crew and/or equipment utilized in other PSEP projects while the construction site remained demobilized?
- 7.2.6.9. Please state the date(s) that SoCalGas became aware that suppliers were unable to meet the scheduled delivery dates.
- 7.2.6.10. Please state the date that the materials were due to be received and the date that they were actually received.
- 7.2.6.11. Why was the site mobilized before critical materials were actually received?

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- 7.2.6.12. Please specify the materials referred to in the quoted statement.
- 7.2.6.13. Were the suppliers required to manufacture materials for the job that met certain specifications?
- 7.2.6.14. If the answer to the previous question is “yes,” please specify what the suppliers had to manufacture to meet the job requirements.
- 7.2.6.15. Were these materials specialized materials or uncommon in any way?
- 7.2.6.16. If the answer to the previous question is “yes,” please specify what aspects of these materials made them uncommon or specialized.
- 7.2.6.17. If the materials were not specialized, why did SoCalGas wait for the supplier to deliver the materials instead of obtaining them from an alternate supplier?
- 7.2.6.18. Who were the suppliers that failed to delivered the promised materials?
- 7.2.6.19. Had SoCalGas used these suppliers previously?
- 7.2.6.20. If the answer to the previous question is “yes,” on how many previous occasions had SoCalGas used these suppliers?
- 7.2.6.21. If the answer to the question prior to the previous question is “no,” what specific actions did SoCalGas take to vet the suppliers to ensure the suppliers were reliable?
- 7.2.6.22. Did SoCalGas’ contracts with the various suppliers have a provision for each supplier to pay for damages in the event of a failure to meet its contractual obligations to deliver the materials in a timely fashion?
- 7.2.6.23. If the answer to the previous question is “yes,” please state the amount of damages allowed for it the contract and whether SoCalGas obtained these damages from the supplier because of the 2.5-month delay in obtaining the materials.

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7.2.6.24. If the answer to the question prior to the previous question is “no,” please state why SoCalGas has no provision for obtaining damages from suppliers that fail to perform under their contracts.

7.2.6.25. Was the cost of mobilizing and demobilizing the site reflected in the cost variance shown on page WP-III-A16?

7.2.6.26. If the answer to previous question is “yes,” please state the amount and indicate which category reflects the added cost.

7.2.6.27. 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 delay or added cost created by the failure to deliver materials described above in the cited quotation.

7.2.6.28. 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 7.2.6.1:

7.2.6.1 October 13, 2014.

7.2.6.2 December 20, 2014, January 14, 2015, and April 10, 2015.

7.2.6.3 January 5, 2015 and January 20, 2015.

7.2.6.4 A typical PSEP pipeline project mobilization includes: hauling equipment and temporary facilities such as office trailers, heavy equipment, and portable restrooms to the jobsite; site-specific training; crew mobilization; receiving and unloading tools and supplies; kick-off meeting with construction management, inspectors, project team, contractor, and other stakeholders; and site preparation activities, such as laying out temporary facilities and installing temporary fencing. A remobilization includes remobilization of construction labor crew, re-excavating the line and associated costs for any necessary hand excavating, third party traffic control, trucking for haul off, re-grinding to re-set plates, and corresponding contractor provided materials.

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The decisions to demobilize were evaluated based on construction contractor cost estimates for mobilizing/demobilizing versus keeping construction contractor workforce on stand-by. SoCalGas and SDG&E decided to demobilize on two occasions instead of paying approximately \$55,000 per day in stand-by costs.

- 7.2.6.5 The initial site mobilization cost was \$118,081.47.
The first site demobilization and remobilization cost was \$363,064.55.
The second site remobilization cost was a total of \$349,582.34.

In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for these activities.

- 7.2.6.6 During final project demobilization, the job site is generally returned to its pre-construction condition. Activities include removal of items brought on site, including equipment and any excess materials, trailers, generators, and temporary fencing. Also includes restoration of any impacted property and return to original condition, which could include revegetation and paving, and crew demobilization.

During a temporary demobilization, the activities included are capping the pipe, removing all plates, removing temporary traffic barriers, back filling open excavations, installing temporary paving, may include the removal of equipment from construction yards, and crew demobilization.

- 7.2.6.7 The first demobilization cost was \$363,064.55, which also includes remobilization costs.
The second demobilization cost was \$388,896.05.
The final site demobilization cost was \$120,497.78.

In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for these activities.

- 7.2.6.8 Once a construction contractor demobilizes its crew and transports its equipment off the site, the construction contractor determines whether to shift those

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resources to a different SoCalGas and SDG&E PSEP project or some other project. However, SoCalGas and SDG&E and Performance Partner Construction Contractors generally cooperate to divert demobilized resources to other active projects that the Performance Partner is working on for SoCalGas and SDG&E.

- 7.2.6.9 Monolithic isolation couplings – on or about, October 27, 2014
Ball valves – on or about, October 30, 2014
Six-inch pipe – on or about September 12, 2014
Ten-inch tees – on or about October 6, 2014
Robopig – on or about September 22, 2014
- 7.2.6.10 The monolithic isolation couplings were due on October 27, 2014, and were received on January 22, 2015.
The ball valves were due on October 30, 2014, and were received on January 22, 2015.
The six-inch pipe was due on October 30, 2014, and was received on January 21, 2015.
The ten-inch tees were due on October 30, 2014, and were received on January 22, 2015
The robopig was due on September 22, 2014 and was received on January 23, 2015.
- 7.2.6.11 The decision to mobilize on October 13, 2014, before these materials were received, was based on the construction sequencing of when these materials were anticipated to be required and the Commission’s direction to test or replace PSEP pipeline segments “as soon as practicable.” The decision to mobilize on January 5, 2015 was based on our expectation that materials would be received prior to the date these materials would be required, and a concern that knowledgeable and experienced construction personnel could pursue employment elsewhere.
- 7.2.6.12 The material referred to in the quoted statement were monolithic isolation coupling, ball valves, six-inch pipe, and a ten-inch tee.
- 7.2.6.13 Yes.
- 7.2.6.14 **The following response and attachment contain Confidential and Protected Information Pursuant to PUC Section 583, GO 66-C, and D.16-08-024.** A copy of the Gas Operations Material Specifications is provided in the attachment folder.

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- For monolithic isolation coupling, the supplier had to provide six-inch ANSI 600 materials in accordance with ANSI/ASME B16.5, as specified in SoCalGas and SDG&E Material Specification (MSP) 52-53.
 - For ball valves, the supplier had to provide four-inch and six-inch carbon steel and nickel plated valves that conform to the requirements of API 6D, as specified in MSP 58-82.
 - For pipes, the supplier had to provide six-inch steel pipe that was electric-welded and heat-treated on the seam and heat-affected zone per API 5L, as specified in MSP 41-06.1.
 - The pipe had to have applied FBE (fusion bonded epoxy), per MSP 44-50.1.
 - For butt weld tees, the supplier had to provide ten-inch straight steel tees with 0.365-inch wall thickness and a Y-52 grade conforming to MSS SP-75, as specified in MSP 52-96.
 - The tees had to have applied FBE, as specified in MSP 44-50.1.
 - For flanges and flanged fittings, the supplier had to provide ten-inch steel fittings with ANSI rating class 600 designed in accordance with ASME/ANSI B16.5, as specified in MSP 54-17.

7.2.6.15 The following response contains Confidential and Protected Information Pursuant to PUC Section 583, GO 66-C, and D.16-08-024. Yes, the [REDACTED] fittings are specialized.

7.2.6.16 The following response contains Confidential and Protected Information Pursuant to PUC Section 583, GO 66-C, and D.16-08-024. [REDACTED] was SoCalGas' and SDG&E's only approved vendor for robopig fittings.

7.2.6.17 Not applicable.

7.2.6.18 The following response contains Confidential and Protected Information Pursuant to PUC Section 583, GO 66-C, and D.16-08-024. [REDACTED]

7.2.6.19 Yes.

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

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SoCalGas issued 1,449 Purchase Orders (POs) with [REDACTED] between 2010 and September 11, 2014. SoCalGas issued 31 POs with [REDACTED] between 2010 and September 22, 2014. SoCalGas issued 182 POs with [REDACTED] between 2010 and February 12, 2014. SoCalGas issued 82 POs with [REDACTED] between 2010 and August 19, 2014

7.2.6.21 Not applicable.

7.2.6.22 Yes.

7.2.6.23 SoCalGas and SDG&E object to the assertion in this request that there was a 2.5-month delay in obtaining materials. Subject to and without waiving the foregoing objection, SoCalGas and SDG&E respond as follows:

SoCalGas' contract with the supplier does not pre-specify the amount of damages allowed if the supplier fails to meet its contractual obligation to deliver the materials in a timely fashion. SoCalGas and SDG&E have not received damages under the contract for this delay.

7.2.6.24 Not applicable.

7.2.6.25 Yes.

7.2.6.26 The initial site mobilization cost was \$118,081.47.
The first site demobilization and remobilization cost was \$363,064.55.
The second site remobilization cost was a total of \$349,582.34.
The second demobilization cost was \$388,896.05.
The final site demobilization cost was \$120,497.78.

These figures are included under the Contract Costs category.

In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for this activity.

7.2.6.27-28 **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**

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QUESTION 7.2.7:

With respect to the statement on WP-III-A267: “Weather: Inclement weather and Tule fog caused ten construction stoppages for safety reasons.”

7.2.7.1. Why was the project begun in mid-October in an area that is widely known for tule fog in the winter during the periods where it isn't raining?

7.2.7.2. Please identify the incremental cost associated with the ten tule fog-related construction stoppages.

7.2.7.3. Please identify the incremental impact on the project schedule associated with the ten tule fog-related construction stoppages.

7.2.7.4. 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 delay or added cost created by the ten tule fog-related construction stoppages described above in the cited quotation.

7.2.7.5. 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 7.2.7:

7.2.7.1. The decision to initiate construction in October was based on SoCalGas and SDG&E's expectation that few Tule fog delays would occur prior to January 5, 2015, the original planned construction completion date.

7.2.7.2. The Contractor's Cost was \$363,688 for the Tule fog-related construction stoppages. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for this activity.

7.2.7.3. 12 days.

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- 7.2.7.4-5. **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 Construction Contractor's and SoCalGas' change orders and Requests for Information (RFI) are provided in the attachment folder.

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QUESTION 7.2.8:

With respect to the statement on WP-III-A268: “Additional Support: SoCalGas assumed that hydrotesting the new line would be completed in 8 hours. However, the hydrotest lasted a total of 12 hours. Preparation and clean up took two hours each, respectively, which added four hours to entire process. Additional support was necessary to perform a successful and safe hydrotest.

As discussed in Stage 3, SoCalGas assumed that the construction contractor would not be needed during the line seasoning operation. However, the line seasoning process took longer than anticipated and construction contractor support was determined to be necessary.”

7.2.8.1. Given that the pressure test for a new line is required to be 8 hours, why would SoCalGas reasonably assume that the entire hydrotesting of the line could be completed in 8 hours given the necessary preparation and clean-up times that are required?

7.2.8.2. Did SoCalGas conduct its own pressure test of the new line?

7.2.8.3. If the answer to the previous question is “no,” did SoCalGas retain a contractor to conduct the hydrotest of the new line?

7.2.8.4. What is involved in the line seasoning process?

7.2.8.5. What factors caused the line seasoning process to take a longer time than anticipated?

7.2.8.6. Did the delay in completing the line seasoning process cause a delay in the construction schedule?

7.2.8.7. What support was required from the construction contractor during the line seasoning process?

7.2.8.8. What was the incremental cost associated with the additional hydrotest activities?

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- 7.2.8.9. What was the incremental delay in the project schedule associated with the additional hydrotest activities?
- 7.2.8.10. What was the incremental cost associated with the actual line seasoning process relative to the expected line seasoning process?
- 7.2.8.11. What was the incremental delay in the project schedule caused by the additional time to season the new line?
- 7.2.8.12. 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 delay or added cost created by the issues surrounding the hydrotest and line seasoning process for the new line as described above in the cited quotation.
- 7.2.8.13. 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 7.2.8:

- 7.2.8.1 SoCalGas and SDG&E assumed the duration of the hydrotest would be completed in ten hours, not eight hours. The reference to an eight hour duration is an advertent typographically error in the workpaper. SoCalGas and SDG&E will prepare and submit a revised workpaper to correct this typographical error.
- 7.2.8.2 No.
- 7.2.8.3 Yes.
- 7.2.8.4 **The attached supporting documents include Confidential and Protected Materials Pursuant to PUC Section 583, GO 66-C, and D.16-08-024.** A copy of SoCalGas and SDG&E Gas Standard 189.002 is provided in the attachment folder. The method of line seasoning used for the new line 38-539 is the odorant slug method, where the odorant is slugged into the pipeline until odor breakthrough is achieved and then the pipeline is allowed to "pickle" or "season," without gas flow, for two days. Odorant is introduced at a uniform rate and moved through the new steel pipeline by flowing gas through a jumper pipe into the main pipeline. Gas is vented to atmosphere to move the odorant slug to the end of the pipeline.

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- 7.2.8.5 It is common for line seasoning times to vary. Factors that may impact the duration include the absorption rate of the odorant into the steel, the pipeline pressure during the pickling process, the moisture content of the gas, and the odorant type.
- 7.2.8.6 Yes.
- 7.2.8.7 During the line seasoning process, which normally takes up to 48 hours, the construction crew and rental equipment remained on standby, and did not demobilize. The construction contractor provided traffic control services and support, such as removing plates and supporting the odorization crew.
- 7.2.8.8 The Construction Contractor's cost was \$95,000 for the additional hydrotest activities. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for these activities.
- 7.2.8.9 Not applicable.
- 7.2.8.10 The Construction Contractor's cost was \$147,706 for site support during the completion of line seasoning activities. The line seasoning work was completed by SoCalGas/SDG&E personnel and those specific internal labor costs were not tracked separately. In addition, there may be additional costs for non-construction activities, such as project management and inspection services, that were not tracked and reported separately for this activity.
- 7.2.8.11 Three days.
- 7.2.8.12-13. **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 Construction Contractor's and SoCalGas' change orders and Requests for Information (RFI) are provided in the attachment folder.

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QUESTION 7.2.9:

With respect to the statement on WP-III-A268 and WP-III-A269:

“Environmental Abatement: When SoCalGas discovered the pipe coating was in poor condition (the coating had disbonded and debris was present in the soil), abatement crews were required more frequently and for a longer duration than previously planned. Coal tar wrap, a type of coating that often contains asbestos material, requires an Industrial Hygienist to monitor on-site conditions. Soil Contamination: Soil contamination was found while excavating, causing delays in construction production.

Water Quality: After hydrotesting the pipe, the water was discovered to be discolored, requiring additional water testing and treatment onsite before being reused for dust control. Additional pig runs were necessary to confirm the pipe was clean. The treatment was not planned or included in the cost estimate resulting in the need to extend the schedule of environmental staff involvement in the hydrotest.”

- 7.2.9.1. Please identify the incremental cost associated with mitigating each of the issues, environmental abatement, soil contamination, and water quality as described in the above quotation.
- 7.2.9.2. Please identify any delay that each of these issues caused in the schedule.
- 7.2.9.3. Did any of the above issues cause a significant enough delay to result in a demobilization/remobilization of the construction site?
- 7.2.9.4. If the answer to the previous question is “yes,” please identify the dates of demobilization/remobilization of the construction site that are associated with each issue.
- 7.2.9.5. 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 delay or added cost created by the issues related to environmental abatement or mitigation of contamination as described above in the cited quotation.
- 7.2.9.6. 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.

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RESPONSE 7.2.9:

- 7.2.9.1 Construction Contractor costs associated with mitigating the environmental issues described (i.e., environmental abatement, soil contamination, and water quality) was \$90,061.
Abatement cost was \$44,864 (includes abatement crew and industrial hygienist).
Soil Contamination remediation cost was \$472 (includes sampling; soil was non-hazardous and was hauled off by Contractor).
Water Quality remediation cost was \$15,377 (includes treatment and additional sampling).
Total incremental cost was \$150,774.
- In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for these activities.
- 7.2.9.2 Mitigating the soil contamination did not cause any delays to the construction schedule. The delay caused by issues associated with environmental abatement and water quality was three days.
- 7.2.9.3 No.
- 7.2.9.4 Not applicable.
- 7.2.9.5-6. **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 Construction Contractor's and SoCalGas' change orders and Requests for Information (RFI) are provided in the attachment folder.

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QUESTION 7.2.10:

With respect to the statement on WP-III-A269:

Substructures: SoCalGas potholed and utilized GPR technologies to best identify existing substructures. Although best practices were followed, not all substructures were identified which expanded the project scope to address the congestion of the underground substructures.

Constructability: Increased construction was required because the tie-in configurations were modified for constructability purposes and safety. Specifically, when excavating and exposing existing pipe, space constraints arose because of utility facility conflicts which required a change in design and construction.”

7.2.10.1. Please identify the incremental cost associated with addressing substructures and associated constructability problems as described in the above quotation.

7.2.10.2. Please identify any delay that these issues caused in the schedule.

7.2.10.3. Did the above issues cause a significant enough delay to result in a demobilization/remobilization of the construction site?

7.2.10.4. If the answer to the previous question is “yes,” please identify the dates of demobilization/remobilization of the construction site that are associated with the issues.

7.2.10.5. 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 delay or added cost created by the issues related to unknown substructures as described above in the cited quotation.

7.2.10.6. 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.

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RESPONSE 7.2.10:

- 7.2.10.1 The Construction Contractor's cost was \$105,107 for addressing the substructures and associated constructability problems. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for these activities.
- 7.2.10.2 There was no delay in the schedule caused by the above issues.
- 7.2.10.3 No.
- 7.2.10.4 Not applicable.
- 7.2.10.5-6. **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 Construction Contractor's and SoCalGas' change orders and Requests for Information (RFI) are provided in the attachment folder.

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QUESTION 7.2.11:

With respect to the statement on WP-III-A269 to WP-III-A270:

Gas Handling: SoCalGas estimated the final tie-in duration to be two 12-hour days. Due to complexity with maintaining a constant flow to customers, gas handling and tie-in modifications were necessary. In addition, Operating District support was necessary to complete these tie-ins, which were performed sequentially at each lateral. The final tie-in duration was 7 days to complete all 4 tie-ins due to this unexpected complexity.

Customer Impact Mitigation: As discussed earlier, the project did not plan to use CNG. However, CNG was made available to supplement the gas flow for an individual customer that required a specific flow rate. This flow rate may not have been possible during the tapping activity and cool weather conditions when flow would be briefly restricted.”

7.2.11.1. Please identify the incremental cost associated with problems addressing gas handling and customer impact mitigation as described in the above quotation.

7.2.11.2. Please identify any delay that these issues caused in the schedule.

7.2.11.3. Did the above issues cause a significant enough delay to result in a demobilization/remobilization of the construction site?

7.2.11.4. If the answer to the previous question is “yes,” please identify the dates of demobilization/remobilization of the construction site that are associated with the issues.

7.2.11.5. 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 delay or added cost created by the problems addressing gas handling and customer impact mitigation as described above in the cited quotation.

7.2.11.6. 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.

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RESPONSE 7.2.11:

- 7.2.11.1 The Construction Contractor's cost was \$225,217 for addressing gas handling and customer impact mitigation. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for this activity.
- 7.2.11.2 The Gas Handling work caused a five-day delay to the construction schedule.
- 7.2.11.3 No.
- 7.2.11.4 Not applicable.
- 7.2.11.5-6 **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 Construction Contractor's and SoCalGas' change orders and Requests for Information (RFI) are provided in the attachment folder.

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SAN DIEGO GAS & ELECTRIC COMPANY**

**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-007)

Date Requested: June 21, 2017

Date Responded: July 26, 2017

Date Amended: September 14, 2017

QUESTION 7.2.12:

With respect to the statement on WP-III-A270:

“Permit Conditions: Road conditions were not as anticipated; asphalt was thin and failed under the use of normal construction equipment (see Figure 3). Extensive paving repairs were required to meet city and county requirements.”

7.2.12.1. Why didn't SoCalGas identify the potential for problems due to thin asphalt based on the field survey of the site?

7.2.12.2. Please identify the incremental cost associated with problems associated with the thin asphalt as described in the above quotation.

7.2.12.3. Please identify any delay that mitigating the problems with the thin asphalt caused in the schedule.

7.2.12.4. Did the above issues cause a significant enough delay to result in a demobilization/remobilization of the construction site?

7.2.12.5. If the answer to the previous question is “yes,” please identify the dates of demobilization/remobilization of the construction site that are associated with the issues.

7.2.12.6. 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 delay or added cost created by the problems associated with thin asphalt as described above in the cited quotation.

7.2.12.7. 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.

**SOUTHERN CALIFORNIA GAS COMPANY
SAN DIEGO GAS & ELECTRIC COMPANY**

**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-007)

Date Requested: June 21, 2017

Date Responded: July 26, 2017

Date Amended: September 14, 2017

RESPONSE 7.2.12:

- 7.2.12.1 SoCalGas and SDG&E did not assume the asphalt would be thin, as no supporting evidence to support such an assumption was identified through pre-construction activities.
- 7.2.12.2 The Construction Contractor's cost was \$202,470 to address the unanticipated asphalt conditions. In addition to these direct costs, there may be additional costs for SoCalGas/SDG&E labor and non-construction activities, such as project management and inspection services, that were not tracked and reported separately for these activities.
- 7.2.12.3 The thin asphalt caused a one-day delay in the schedule.
- 7.2.12.4 No.
- 7.2.12.5 Not applicable.
- 7.2.12.6-7. **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 Construction Contractor's and SoCalGas' change orders and Requests for Information (RFI) are provided in the attachment folder.

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

**DECLARATION OF JEFFERY SALAZAR
REGARDING CONFIDENTIALITY OF CERTAIN DATA/DOCUMENTS
PURSUANT TO D.16-08-024**

I, Jeffery Salazar, do declare as follows:

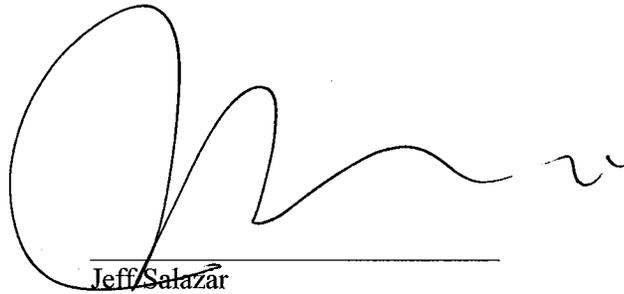
1. I am a Program Recovery & Compliance Manager in the Major Programs & Project Controls for San Diego Gas & Electric Company (“SDG&E”) and Southern California Gas Company (“SoCalGas”) designated by Jimmie Cho, Senior Vice President, Gas Operations and System Integrity for SDG&E and SoCalGas. I have been delegated authority to sign this declaration by Mr. Cho. I have reviewed the Response of SoCalGas and SDG&E to the Seventh Data Request of The Utility Reform Network (TURN) and Southern California Generation Coalition (SCGC) of the California Public Utilities Commission (CPUC) in the Pipeline Safety and Enhancement Plan (PSEP) 2016 Reasonableness Review A.16-09-005 proceeding, submitted concurrently herewith (Response to TURN-SCGC’s Seventh 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 Seventh 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 6th day of July, 2017, at Los Angeles, California.

A handwritten signature in black ink, appearing to read "Jeff Salazar", written over a horizontal line.

Jeff Salazar
Program Recovery & Compliance Manager

ATTACHMENT A

SoCalGas and SDG&E Request Confidential Treatment of the Following Information in Their Response to TURN-SCGC's Seventh 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 Seventh 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 Seventh 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 their employee names as confidential 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/DATA REQUEST RESPONSES
<p>Pipeline attribute (i.e. diameter, pressure, and location)</p>	<p>This information has been identified as confidential protected information as this data constitutes sensitive critical energy infrastructure information that is not currently published by the PHMSA and, if made publicly available, could present a risk to the security of the SoCalGas and SDG&E pipeline system and California’s critical energy infrastructure.</p> <p><u>CEII</u>: 18 CFR §388.113(c); FERC Orders 630, 643, 649, 662, 683, and 702 (defining CEII).</p> <p><u>Critical Infrastructure Information</u>: 6 U.S.C. §§131(3), 133(a)(1)(E); 6 CFR §§ 29.2(b), 29.8 (defining CII and restricting its disclosure).</p> <p>Gov’t Code § 6254(e) (“Geological and geophysical 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.”)</p> <p>Gov’t Code § 6254 (ab) (“Critical infrastructure information, as defined in Section 131(3) of Title 6 of the United States Code, that is voluntarily submitted to the Office of Emergency Services for use by that office”)</p>	<p>Data Request Response to Question 7.2.6.15, 7.2.6.16, 7.2.6.18, and 7.2.6.20. Q7.1.04.18-19 CONFIDENTIAL 36-1032 Amend 3: pp.3 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 003: pp.1 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 004: pp.1 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 2 RFI 02: pp.1 Q7.1.04.18-19 CONFIDENTIAL 36-1032 SIGNED_Amend 5_5660031679: pp.3-4 Q7.1.05.9-10 CONFIDENTIAL 36-1032 Sec 2_RFI 11: pp.1 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 04: pp.1 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 13: pp.1 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 15: pp.1 Q7.2.06.27-28 CONFIDENTIAL 38-539 CO 17-4.22: pp.2,6 Q7.2.08.12-13 CONFIDENTIAL 38-539 RFI 51: pp.1 Q7.2.09.5-6 CONFIDENTIAL 38-539 CO 31-4.30: pp.1,3 Q7.2.09.5-6 CONFIDENTIAL 38-539 RFI 31: pp.1 Q7.2.10.5-6 CONFIDENTIAL 38-539 CO 2-3.2A: pp.1 Q7.2.10.5-6 CONFIDENTIAL 38-539 CO 4-4.1: pp.1-2 Q7.2.10.5-6 CONFIDENTIAL 38-539 CO 7-4.3: pp.1-2 Q7.2.10.5-6 CONFIDENTIAL 38-539 CO 8-4.6: pp.1-2 Q7.2.10.5-6 CONFIDENTIAL 38-539 RFI 02: pp.1 Q7.2.10.5-6 CONFIDENTIAL 38-539 RFI 04: pp.1 Q7.2.10.5-6 CONFIDENTIAL 38-539 RFI 07: pp.1 Q7.2.10.5-6 CONFIDENTIAL 38-539 RFI 08: pp.1</p>
<p>Vendor information</p>	<p>Vendor names, bid and pricing information have been marked as confidential protected information as publicly disclosing this information could lead to a competitive disadvantage and potential loss of market share for those vendors.</p> <p><i>See, e.g.</i>, D.11-01-36, 2011 WL 660568 (2011)</p> <p>GO 66-C Sections 2.2(b), 2.8</p> <p>Gov’t Code § 6254.15 (disclosure not required for</p>	<p>Data Request Response to Question 7.1.6.10, 7.1.6.12, and 7.2.4.1. Q7.1.03.1 CONFIDENTIAL Cost Tables 36-1032 Sec. 1,2,3: pp.1 Q7.1.03.2 CONFIDENTIAL Cost Tables 36-1032 Sec. 1,2,3: pp.1 Q7.1.04.18-19 CONFIDENTIAL 36-1032 Amend 3: pp.1-4 Q7.1.04.18-19 CONFIDENTIAL 36-1032 Amend 6: pp.1-3 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 001: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 003: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 004: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 006: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 010.1: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 014: pp.1-2</p>

	<p>“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”)</p> <p>Gov’t Code §6254.7(d) (relating to trade secrets)</p> <p>Gov’t Code § 6254(k); Evid. Code §1060; Civil Code §3426</p>	<p>Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 015.1: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 2 RFI 02: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 2_RFI 06: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032 SIGNED_Amend 5_5660031679: pp.1-4 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2_RFI 11: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2_RFI 07: pp.1-5 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sect_2 RFI-008.1: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 03: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 04: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 06: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 12: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 13: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 14: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 15: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 19: pp.1-2 Q7.1.06.25-26 CONFIDENTIAL 36-1032 Project Change Order 13: pp.1 Q7.1.06.25-26 CONFIDENTIAL 36-1032_Sec 3 RFI 012: pp.1-2 Q7.1.06.25-26 CONFIDENTIAL 36-1032_Sec 3 RFI 014: pp.1-4,6 Q7.1.06.25-26 CONFIDENTIAL 36-1032_Sec 3 5660041253 AMO-RA3: pp.1-3 Q7.1.07.1 CONFIDENTIAL Cost Tables L36-1032_Sec. 1,2,3: pp.1 Q7.2.06.27-28 CONFIDENTIAL 38-539 CO 13-4.8: pp.1-3 Q7.2.06.27-28 CONFIDENTIAL 38-539 CO 17-4.22: pp.1-2,4-6 Q7.2.06.27-28 CONFIDENTIAL 38-539 CO 19-4.23: pp.1-5 Q7.2.06.27-28 CONFIDENTIAL 38-539 CO 20-4.27: pp.1-2,4 Q7.2.06.27-28 CONFIDENTIAL 38-539 CO 59-5.6: pp.1-3 Q7.2.06.27-28 CONFIDENTIAL 38-539 CO 9-3.5.2015: pp.1-4 Q7.2.06.27-28 CONFIDENTIAL 38-539 RFI 09: pp.1-3 Q7.2.06.27-28 CONFIDENTIAL 38-539 RFI 13: pp.1-2 Q7.2.06.27-28 CONFIDENTIAL 38-539 RFI 17: pp.1-2 Q7.2.06.27-28 CONFIDENTIAL 38-539 RFI 19: pp.1-2 Q7.2.06.27-28 CONFIDENTIAL 38-539 RFI 20: pp.1,3 Q7.2.06.27-28 CONFIDENTIAL 38-539 RFI 59: pp.1-2 Q7.2.07.4-5 CONFIDENTIAL 38-539 CO 10-4.6.2015: pp.1-3 Q7.2.07.4-5 CONFIDENTIAL 38-539 CO 11-4.7: pp.1-3 Q7.2.07.4-5 CONFIDENTIAL 38-539 CO 14-4.20: pp.1-3 Q7.2.07.4-5 CONFIDENTIAL 38-539 CO 24-4.30: pp.1-3 Q7.2.07.4-5 CONFIDENTIAL 38-539 CO 33-4.30: pp.1-3 Q7.2.07.4-5 CONFIDENTIAL 38-539 CO 36-4.30: pp.1-2,4 Q7.2.07.4-5 CONFIDENTIAL 38-539 CO 37-5.1: pp.1-2,4 Q7.2.07.4-5 CONFIDENTIAL 38-539 CO 45-4.30: pp.1-6,8</p>
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		<p>Q7.2.12.6-7 CONFIDENTIAL 38-539 CO 16-4.22a: pp.1-2,4 Q7.2.12.6-7 CONFIDENTIAL 38-539 CO 68-5.4: pp.1-2 Q7.2.12.6-7 CONFIDENTIAL 38-539 RFI 15: pp.1,3 Q7.2.12.6-7 CONFIDENTIAL 38-539 RFI 16: pp.1,3 Q7.2.12.6-7 CONFIDENTIAL 38-539 RFI 68: pp.1,3-4</p>
<p>Employee identifying information (e.i. names, signatures, other contact information)</p>	<p>Public disclosure of staff level employee names, signatures, and other contact information is being prevented to protect against privacy, employee security, identity theft, and cyber-security risks.</p> <p>Gov't Code § 6254(c); Gov't Code 6255;</p> <p>Civil Code §§ 1798.3 & 1798.24 (the California Information Practices Act);</p> <p>Cal. Const., Art. I, § 1 (California constitutional right to privacy).</p>	<p>Q7.1.04.18-19 CONFIDENTIAL 36-1032 Amend 3: pp.2-3 Q7.1.04.18-19 CONFIDENTIAL 36-1032 Amend 6: pp.2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 001: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 003: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 004: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 006: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 010.1: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 014: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 1 RFI 015.1: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 2 RFI 02: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032_Sec 2_RFI 06: pp.1-2 Q7.1.04.18-19 CONFIDENTIAL 36-1032 SIGNED_Amend 5_5660031679: pp.2 Q7.1.05.9-10 CONFIDENTIAL 36-1032 Sec 2_RFI 11: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032 Sec 2_RFI 07: pp.1-5 Q7.1.05.9-10 CONFIDENTIAL 36-1032 Sect_2 RFI-008.1: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 03: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 04: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 06: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 12: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 13: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 14: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 15: pp.1-2 Q7.1.05.9-10 CONFIDENTIAL 36-1032_Sec 2 RFI 19: pp.1-2 Q7.1.06.25-26 CONFIDENTIAL 36-1032_Sec 3 RFI 012: pp.1-2 Q7.1.06.25-26 CONFIDENTIAL 36-1032_Sec 3 RFI 014: pp.1,3-4,6 Q7.1.06.25-26 CONFIDENTIAL 36-1032 Sec 3 5660041253 AMO-RA3: pp.2 Q7.2.06.14 CONFIDENTIAL Matl Spec for Gas Ops_41-06.1: pp.12 Q7.2.06.14 CONFIDENTIAL Matl Spec for Gas Ops_44-50.1: pp.10 Q7.2.06.14 CONFIDENTIAL Matl Spec for Gas Ops_52-53: pp.8 Q7.2.06.14 CONFIDENTIAL Matl Spec for Gas Ops_52-96: pp.11 Q7.2.06.14 CONFIDENTIAL Matl Spec for Gas Ops_54-17: pp.4 Q7.2.06.14 CONFIDENTIAL Matl Spec for Gas Ops_58-82: pp.22 Q7.2.06.27-28 CONFIDENTIAL 38-539 CO 13-4.8: pp.1-3 Q7.2.06.27-28 CONFIDENTIAL 38-539 CO 17-4.22: pp.1-3,5-7</p>

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