

May 2, 2019

PUBLIC DOCUMENT

Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
Saint Paul, Minnesota 55101-2147

RE: **PUBLIC Response Comments of the Minnesota Department of Commerce, Division of Energy Resources**
Docket No. G008/AI-18-517

Dear Mr. Wolf:

Attached are the **PUBLIC** Response Comments of the Minnesota Department of Commerce, Division of Energy Resources (Department) in the following matter:

The Petition of CenterPoint Energy Minnesota Gas for Approval of an Affiliated Interest Agreement with Minnesota Limited.

The Department recommends **approval of the proposed affiliated interest agreement with Minnesota Limited, LLC, with the caveat that CenterPoint has not demonstrated that it is reasonable to charge ratepayers for a portion of the costs incurred.** The Department is available to answer any questions that the Minnesota Public Utilities Commission may have.

Sincerely,

/s/ CRAIG ADDONIZIO
Financial Analyst

CA/ja
Attachment



Before the Minnesota Public Utilities Commission

PUBLIC Comments of the Minnesota Department of Commerce Division of Energy Resources

Docket No. G008/AI-18-517

I. INTRODUCTION

On February 12, 2019, the Minnesota Public Utilities Commission (Commission) issued a Notice of Comment Period requesting comments on whether it should approve the affiliated interest agreement (AIA) between CenterPoint Energy Minnesota Gas (CPEM, or the Company) and Minnesota Limited, LLC (Minnesota Limited) with two topics open for comment:

- Should the Commission approve the AIA?
- Are there other issues or concerns related to this matter?

The AIA is a construction services contract (Construction Contract) covering all supervision, labor, and equipment to perform certain construction projects during the now-concluded 2018 construction season.

On March 19, 2019, the Department of Commerce (Department) filed comments (Comments) pursuant to the Commission's Notice. In its Comments, the Department stated that it expected to conclude that with respect to the initial scope of work included in the initial Request for Proposals (RFP), the Construction Contract was reasonable and contained prudent ratepayer protections. However, the Department requested that the Company provide in reply comments its actual expenditures on the projects included in the scope of work bid in the initial RFP, to allow comparison of the actual amounts spent to the cost estimates developed prior to the beginning of the work.

In its Comments, the Department also noted that the terms of the Construction Contract **[TRADE SECRET DATA HAS BEEN EXCISED]**, and that additional projects were added to the scope of work to be performed, which increased the total estimated costs from \$13.0 million to \$22.5 million, an increase of nearly 75 percent.¹ The Department requested that the Company explain in reply comments why it was reasonable to assign such a significant amount of work to its affiliate without a competitive bidding process, and to provide information related to the estimated and actual costs of the additional construction work.

¹ Comments, page 5.

On April 3, 2019, the Company filed Reply Comments responding to the Department's Comments.

II. DEPARTMENT ANALYSIS

A. ACTUAL COST OF INITIAL SCOPE OF WORK INCLUDED IN THE RFP

As noted above, the Department requested that the Company provide in reply comments its actual expenditures on the projects included in the scope of work bid in the initial RFP. In Table 1 of its Reply Comments, the Company indicated that the actual costs to complete the initial scope of work included in the RFP was \$12.7 million, less than the \$13.0 million target value (including the contingency amount) estimated prior to beginning construction. Based on this information, and on the Department's analysis in its Comments, the Department concludes that the actual costs of the initial scope of work included in the RFP were reasonable.

B. ADDITIONAL WORK ASSIGNED TO MINNESOTA LIMITED AFTER THE INITIAL SCOPE OF WORK WAS COMPLETED

1. Assignment of Additional Work without a Bidding Process

As noted above, CPEM estimated the costs of the initial scope of work included in the RFP to be \$13.0 million. Subsequently, the Company added an estimated \$9.5 million of construction work to the Construction Contract, increasing the amount by 73 percent and bringing total estimated costs to \$22.5 million. In its Comments, the Department requested that CPEM explain why it was reasonable to assign such a large volume of construction work to a single contractor, particularly an affiliate, without using any kind of bidding process to ensure that the costs were reasonable.

In its Reply Comments, the Company stated that it was reasonable for several reasons:

- Minnesota Limited successfully executed the initial scope of work defined in the RFP, and CPEM was satisfied with the quality, cost, and timing of Minnesota Limited's work;²
- There was no need to bid the additional work because it was priced at the per-unit terms set forth the Construction Contract;³
- Minnesota Limited is one of very few qualified large-diameter pipeline installers that operates within the state of Minnesota, and it was unclear whether any additional

² Reply Comments, page 4.

³ Reply Comments, page 4.

vendors would have responded had the Company bid the additional, late-season work separately;⁴ and

- With respect to the pipeline integrity digs, CPEM faced tight deadlines to conduct the digs to address the anomalies identified during its pipeline inspection process, and the “availability of Minnesota Limited presented an opportunity for the integrity digs to be completed quickly at agreed-upon pricing that had been tested through competitive bidding.”⁵

The Department understands that the Company has worked with Minnesota Limited on numerous construction projects prior to the 2018 construction season, and likely would not have continued to work with Minnesota Limited if it were not satisfied with the quality, cost, and timing of its work. The Department also recognizes that there are a limited number of construction contractors qualified to meet the Company’s construction needs.

However, when CPEM’s parent acquired Minnesota Limited’s parent, the financial incentives governing CPEM’s business dealings with Minnesota Limited changed significantly in a way that requires additional scrutiny and oversight from the Commission in order to ensure that ratepayers are protected from excessive costs.⁶ As described in greater detail below, CPEM has not provided enough information to determine that the costs of the additional construction work assigned to Minnesota Limited were reasonable.

2. Analysis of Estimated and Actual Costs of Work Added to the Scope of the Construction Contract

As described above, the Department has concluded that CPEM’s selection of Minnesota Limited as its construction contractor for the initial scope of work included in the RFP was reasonable, and that the actual costs incurred for that work were reasonable. The Department’s conclusions are based on the thorough evaluation process the Company used to develop detailed cost estimates based on bids provided by the construction companies, which allowed for meaningful comparisons to be made between the bidders. The Department has also concluded that the final, actual costs incurred by CPEM for the initial scope of work included in the RFP were reasonable, because they were quite close to the initial estimate developed in the evaluation process. In other words, the RFP process developed an informed cost estimate for the initial scope of work, which provided a sound basis for the Department to evaluate the reasonableness of the actual cost of the work.

⁴ Reply Comments, page 5.

⁵ Reply Comments, page 5.

⁶ Comments, pages 2-3.

It was the Department's intent to apply a similar process to its evaluation of the additional construction work assigned to Minnesota Limited after the initial scope of work was completed. In its Comments, the Department requested that the Company "provide in reply comments all information necessary to demonstrate how it derived"⁷ the target values (i.e. the initial cost estimates including contingencies) for the additional construction projects assigned to Minnesota Limited so that the Department could evaluate whether those target values were reasonable. If so, the Department planned to use those target values as benchmarks to evaluate the reasonableness of the actual costs of the additional projects.

CPEM did not provide enough information to demonstrate how it derived its initial cost estimates. The Company's Reply Comments contained only a very general description of its process:

The development of the target value for each piece of additional work was similar to the development of the target value for the work identified in the initial scope of the Construction Contract. The target value was based on an internal estimate of the cost of each piece of work, plus necessary contingencies, using information about the project available at the time and the prices established under the Construction Contract.⁸

In Exhibit 1 to its Reply Comments, the Company provided high-level cost estimates that did not allow for any type of comparison to the per-unit prices established in the Construction Contract. Thus the Department is unable to confirm that the per-unit prices were established under the Construction Contract, which is particularly problematic given that one of Company's main justifications for not seeking bids on the additional work was that the work was priced at the terms set forth in the Construction Contract and had been tested by a competitive bidding process. Because the Department cannot determine how the initial cost estimates were derived, it cannot assess the reasonableness of those estimates.

Further, CPEM's Reply Comments clearly state that the largest project added to the Construction Contract (the 3,300-Foot Beltline Segment) involved types of work for which unit prices were not established in the Construction Contract.⁹ The Company executed a change order to establish unit prices for three types of work that were not included in the initial bid responses: a price per foot of 24-inch trenched steel main in an urban environment, a price per four-way offset, and a price per lineal foot of directional boring.¹⁰ From the information provided by the Company, it is not clear how large a percentage of the total initial cost estimate these three newly established prices represent. If they represent only a small percentage of total costs, it may be reasonable to rely on the fact that the per-unit prices in the Construction

⁷ Comments, page 6.

⁸ Reply Comments, page 5.

⁹ Reply Comments, page 4, footnote 2.

¹⁰ Reply Comments, page 4, footnote 2; and Comments, Attachment 7, page 8.

Contract were tested by a competitive bidding process to establish the reasonableness of the total cost estimate. However, if those newly established prices account for a significant percentage of the initial cost estimate, it is not reasonable to rely on the competitive bidding process to establish reasonableness because a significant portion of the costs were not subject to any form of competition.

Additionally, even if the majority of the added work was priced using terms established in the Construction Contract, the bids for the initial scope of work were evaluated at the total-project level, not the sub-project level; the per-unit prices for specific types of work quoted by the three bidders were not compared head-to-head. Minnesota Limited's per unit prices were lower than the other bidders' prices for some types of work, but higher for other types, and depending on the mix of types of work that needed to be completed for the additional projects, a different contractor may have been able to complete the work more cost-effectively.

For example, as noted above, the 3,300-Foot Beltline Segment project involved the installation of trenched 24-inch diameter steel main in an urban environment. As part of their bids on the initial scope of work, the bidders provided prices per foot of trenched steel main of various sizes in a suburban environment, and as shown in Table 1, **[TRADE SECRET DATA HAS BEEN EXCISED]**.

Table 1
Price of Trenched Steel Main by Diameter
Included in Initial Bids¹¹
(\$/foot)

Diameter	Michels Corporation	Minnesota Limited	% Difference Michels vs. Minnesota Limited	Q3
20 & 24"				
12 & 16"				
6 & 8"	[TRADE SECRET DATA HAS BEEN EXCISED]			
2 & 4"				

While Michels did not provide per-unit prices for trenched main steel in an urban environment, based on the suburban prices shown in Table 1, it is likely that **[TRADE SECRET DATA HAS BEEN EXCISED]**. Minnesota Limited's price per foot of trenched 24-inch steel main in an urban environment was **[TRADE SECRET DATA HAS BEEN EXCISED]**¹². Assuming the 3,300 Foot Beltline Segment required 3,300 feet of trenched 24-inch steel main, the cost for this

¹¹ See Comments, Attachment 3, pages 14, 38, and 68.

¹² Comments, Attachment 7, page 8.

component would have been **[TRADE SECRET DATA HAS BEEN EXCISED]** of the \$3.9 million estimated cost of the project. Assuming that the price difference between Michels and Minnesota Limited for trenched 24-inch steel main in an urban environment, then based on the information in Table 1, it may be that Michels could have completed the same work for **[TRADE SECRET DATA HAS BEEN EXCISED]**.

Differences between the two companies' prices for other types of work may have had similar impacts, but CPEM did not provide enough information to evaluate any such impacts on the costs of the 3,300 Foot Beltline Segment project, or any of the other projects added to the scope of the Construction Contract.

For these reasons, the Department concludes that the Company has not met its burden to demonstrate that the costs associated with the additional work that was added to the scope of the Construction Contract were reasonable.

3. Other Information Requested by the Department in Comments

a) Funding for Anticipated Cost Adjustments

In its Comments, the Department requested that the Company explain what the line item "Funding for Anticipated Cost Adjustments" specifically represents, and how it derived the \$0.7 million estimate. On page 6 of its Reply Comments, the Company explained that this amount was an additional contingency amount for all of work to be performed by Minnesota Limited, including both the initial scope of work as well as the added work. The Company explained that the amount was based on invoices it had already received from Minnesota Limited compared to a prediction of amounts yet to be billed.

Based on this explanation, as well as the information included in Table 1 of the Company's Reply Comments, the Department has some minor concerns about how the Company estimated its contingency amounts.

Table 2
Analysis of Contingency Amounts by Project¹³
(\$ Millions)

	Initial Estimate	Target Value	Implied Contingency		Actual Costs
	[a]	[b]	[c]=[b]-[a] (\$)	[d]=[c]/[a] (%)	[e]
<i>Initial Scope of Work</i>					
14,500-foot Beltline Segment	[TRADE SECRET DATA HAS BEEN EXCISED]	13.0	[TRADE SECRET DATA HAS BEEN EXCISED]		12.7
<i>Added Work</i>					
3,300-foot Beltline Segment	3.9	6.0	[TRADE SECRET DATA HAS BEEN EXCISED]		[TRADE SECRET DATA HAS BEEN EXCISED]
Large-Diameter Distribution Work	1.6	1.6			
	[TRADE SECRET DATA HAS BEEN EXCISED]				
27 Pipeline Integrity Digs		1.2			2.3
Subtotal – Added Work		8.8			7.9
Funding for Anticipated Cost Adj.		0.7			[TRADE SECRET DATA HAS BEEN EXCISED]
Total	HAS BEEN EXCISED]	22.5	HAS BEEN EXCISED]		20.6

As shown in Table 2, there is significant variation on the size of the contingencies estimated by the Company from [TRADE SECRET DATA HAS BEEN EXCISED]. Specifically, CPEM included contingency amounts of [TRADE SECRET DATA HAS BEEN EXCISED] for the initial scope of work in the Construction Contract and [TRADE SECRET DATA HAS BEEN EXCISED] for the 3,300-foot Beltline Segment, but [TRADE SECRET DATA HAS BEEN EXCISED] to the Large Diameter Distribution Work or the Pipeline Integrity Digs. However, the Department notes that the only project for which there appears to have been a significant cost overrun was the Pipeline Integrity digs, for which actual costs were nearly double estimated costs.

The Department notes that the Company's actual costs for all of the work performed pursuant to the Construction Contract (\$20.6 million) were [TRADE SECRET DATA HAS BEEN EXCISED] higher than the initial total cost estimate excluding contingencies ([TRADE SECRET DATA HAS BEEN EXCISED]), and [TRADE SECRET DATA HAS BEEN EXCISED] is likely a reasonable

¹³ Reply Comments, Table 1, page 3.

contingency amount. Thus, if the Department were able to conclude that the **[TRADE SECRET DATA HAS BEEN EXCISED]** initial estimate was reasonable, it would also be able to conclude that the final, actual costs of \$20.6 million were reasonable as well. As described above however, the Company did not show that the initial cost estimate was reasonable and the Department is unable to reach that conclusion.

b) Pipeline Integrity Digs

In its Comments, the Department requested that the Company explain in Reply Comments how it developed the **[TRADE SECRET DATA HAS BEEN EXCISED]** cost estimate associated with the pipeline integrity digs, why these digs were not identified until after the contract approval process was complete, and whether the addition of these digs required a change order to amend the initial Construction Contract.

On pages 6-7 of its Reply Comments, the Company stated that the **[TRADE SECRET DATA HAS BEEN EXCISED]** estimate of total costs was derived from a per-dig estimate of **[TRADE SECRET DATA HAS BEEN EXCISED]**, but did not explain how the per-dig estimate was established.

CPEM also explained that the digs were conducted pursuant to integrity inspections, the results of which only became available in August 2018.¹⁴ The Company stated that most of the digs had to be completed within five days of receipt of the inspection results, per federal statute.¹⁵ The Department concludes that this explanation is reasonable.

With respect to the change order process, the Company explained that no change orders were necessary for the pipeline integrity digs because the Company and Minnesota Limited agreed on the scope of work and it was priced according to the terms of the Construction Contract.¹⁶ Given that the need for the digs was not known until after the Construction Contract was signed, it is unclear how the contract could have included the associated work. However, regardless of the administrative process undertaken by CPEM and Minnesota Limited to add these digs to the scope of the Construction Contract, as described above, CPEM did not provide enough information to show how the initial cost estimate was derived, and how it relates to

¹⁴ Reply Comments, pages 5 and 7.

¹⁵ Reply Comments, page 6.

¹⁶ Reply Comments, page 7.

any of the unit-prices included in the Construction Contract. Thus, the Department is unable to conclude that the costs incurred by CPEM were reasonable.

III. DEPARTMENT CONCLUSIONS AND RECOMMENDATIONS

Minn. Stat. §216B.48, subdivisions 5 and 6 make clear that the Commission has ongoing authority over affiliated interest agreements and can disallow recovery of costs incurred pursuant to approved affiliated interest agreements if the public utility does not establish the reasonableness of those costs. In other words, approval of an affiliated interest agreement is separate and distinct from approval of the recovery of costs incurred pursuant to that agreement. Thus, if the Commission were to approve CPEM's Construction Contract with Minnesota Limited, the Company would still bear the burden to demonstrate that costs incurred pursuant to the Construction Contract were reasonable in any type of rate-setting proceeding in which the Company sought to recover those costs from ratepayers.

The Department's analysis of CPEM's Construction Contract with Minnesota Limited was initially delayed by the investigation into the potential impacts of the Company's merger with Vectren Corporation. Absent that delay, the Department likely would have provided its recommendation to the Commission prior to the end of the 2018 construction season, and therefore prior to knowing the actual costs incurred pursuant to the Construction Contract. The Department's recommendation in this Docket reflects this hypothetical process.

Based on its analysis above, the Department likely would have recommended that the Commission approve the Construction Contract because CPEM initially demonstrated that RFP process was reasonable, and the Construction Contract appeared to contain sufficient and reasonable ratepayer protections. The Department also likely would have recommended that the Commission impose reporting requirements related to the actual costs of the scope of work initially included in the RFP, as well as reporting requirements related to any additional work assigned under the Construction Contract. The issues described above would have arisen pursuant to these reporting requirements, which may have been in this proceeding or a rate-setting proceeding.

Based on the above, the Department recommends that the Commission

- approve CPEM's Construction Contract with Minnesota Limited, and
- determine that the Company did not meet its burden of proof to establish the reasonableness of costs incurred pursuant to the Construction Contract for projects that were not included in the initial scope of work included in the request for proposals, and that absent a showing in its next general rate case, the Company will not be permitted to recover those costs.

CERTIFICATE OF SERVICE

I, Sharon Ferguson, hereby certify that I have this day, served copies of the following document on the attached list of persons by electronic filing, certified mail, e-mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at St. Paul, Minnesota.

**Minnesota Department of Commerce
Revised Public Response Comments**

Docket No. G008/AI-18-517

Dated this 13th day of May 2019

/s/Sharon Ferguson

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