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Direct Testimony and Schedules
Gregory L. Ford

Before the North Dakota Public Service Commission
State of North Dakota

IN THE MATTER OF THE APPLICATION OF NORTHERN STATES POWER COMPANY
FOR AN ADVANCE DETERMINATION OF PRUDENCE FOR THE 200 MW COURTENAY
WIND FARM PROJECT

Case No. PU-15_____
Exhibit__ (GLF-1)

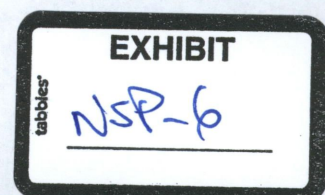
Transaction Testimony

May 6, 2015

47 PU-15-181 Filed 07/23/2015 Pages: 25
Exhibit NSP-6
Northern States Power Company

37 PU-15-183 Filed 07/23/2015 Pages: 25
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48 PU-15-175 Filed 07/23/2015 Pages: 25
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Statement of Qualifications

Schedule 1

I. INTRODUCTION AND QUALIFICATIONS

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Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Gregory L. Ford. My business address is 414 Nicollet Mall, Minneapolis, Minnesota 55401.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by Xcel Energy Services Inc., the service company subsidiary of Xcel Energy Inc., which is the registered public utility holding company parent of Northern States Power Company. I am Director of Engineering, Design and Document Services in the Energy Supply Engineering and Construction Department.

Q. PLEASE DESCRIBE YOUR QUALIFICATIONS AND EXPERIENCE.

A. I have worked in consulting and engineering management roles within the electric power industry for over 41 years. Since joining Xcel Energy in 2004, I have managed the Energy Supply Engineering and Design Departments for all Xcel Energy jurisdictions, as well as the bidding and negotiation of major equipment supply and installation contracts. My Statement of Qualifications is provided as Exhibit ___(GLF-1), Schedule 1.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. The purpose of my testimony is to support the Company's application in this proceeding for an Advance Determination of Prudence (ADP) for the Company's proposed acquisition of the Courtenay Wind Farm project development (Courtenay Project). In particular, I describe the underlying

1 business transaction which will result in the Company purchasing the rights to
2 complete the Courtenay Project.

3
4 Q. PLEASE PROVIDE A SUMMARY OF THE TOPICS FOR YOUR TESTIMONY.

5 A. My testimony covers the following topics:

- 6
- 7 • I describe the overall transaction and the Purchase and Sale Agreement
 - 8 (PSA) under which NSP purchases the Courtenay Project and its assets;
 - 9 • I describe the Turbine Supply Agreement (TSA) and Service,
 - 10 Maintenance and Warranty Agreement (SMWA) that we entered into to
 - 11 purchase 100, 2 MW turbines for the Project from Vestas-American
 - 12 Wind Technology, Inc. (Vestas);
 - 13 • I describe the balance of plant (BOP) construction contract we recently
 - 14 entered into with Wanzek Construction (Wanzek) based in Fargo, ND.
 - 15 • I describe some of the key risks that Xcel Energy has identified in its
 - 16 investigation over whether to pursue acquiring this project. Those key
 - 17 risks include:
 - 18 ○ An ongoing default under the Courtenay Project's Generator
 - 19 Interconnection Agreement (GIA) with Otter Tail Power
 - 20 Company (OTP) and the Mid-Continent Independent System
 - 21 Operator, Inc. (MISO). As a result of the project's default under
 - 22 the GIA, there is a risk that the GIA could be terminated. I
 - 23 describe the efforts Xcel Energy has undertaken to assist
 - 24 Geronimo in curing that default;
 - 25 ○ In order to obtain firm transmission delivery service for the output
 - 26 of the Courtenay Project, it is necessary to obtain delivery over a

1 transmission line owned by Minnkota Power Cooperative
2 (Minnkota). The project's ability to use Minnkota's line is the
3 subject of a dispute at FERC which needs to be resolved
4 satisfactorily in order for the transaction to go forward;

- 5 ○ In order for Xcel Energy to ensure that we qualify for the
6 production tax credit (PTC) benefit from the Courtenay Project, it
7 is necessary for the project to be in service by the end of 2016. My
8 testimony describes the Company's plan to address that timing and
9 ensure that the project meets a 2016 in-service date.

10
11 **II. DESCRIPTION OF PROJECT**

12
13 Q. PLEASE DESCRIBE THE COURTENAY PROJECT.

14 A. The Courtenay Project is a 200 MW nameplate capacity wind energy
15 generation facility with an estimated average annual output of up to 807,813
16 megawatt hours (MWh) per year, assuming net capacity factor of
17 approximately 46 percent, consistent with the wind study commissioned by
18 the Company. That wind study is attached as Schedule 2 to the Direct
19 Testimony of Company witness Mr. Paul B. Johnson. The Project site covers
20 24,900 acres of land in northeastern Stutsman County, along the edge of the
21 Missouri Coteau in east-central North Dakota, northeast of Jamestown.

22
23 The Project will consist of 100-2 MW Vestas wind turbine generators, with
24 associated facilities. The Vestas turbines were selected by Geronimo from the
25 four turbine models under consideration as set forth in the project's certificate
26 of site compatibility. The turbines will have a Supervisory Control and Data

1 Acquisition ("SCADA") system, which will allow for local and remote control
2 monitoring of all turbines and will have lightning protection in accordance
3 with the manufacturer's specifications. The type of foundation that will be
4 used for the turbines will depend upon soil conditions at the site of each
5 turbine. A plan for lighting and marking the turbines will be developed in
6 accordance with FAA requirements.

7

8 The associated facilities for the Project include access roads, a collector
9 substation, a 115 kV transmission line, an operations and maintenance (O&M)
10 building, a permanent meteorological monitoring station, and a system of
11 underground electrical collection lines and communication cables.

12

13 The Courtenay Project will interconnect to the OTP 345/115kV substation
14 located north of Jamestown, North Dakota. The project will need to obtain
15 firm point-to-point transmission service over facilities owned by Minnkota in
16 order to deliver its output back to the Company.

17

18 Q. WHAT IS THE COURTENAY PROJECT'S CONSTRUCTION SCHEDULE?

19 A. The project construction is expected to begin in the Fall of 2015 with the
20 construction of access roads to the individual turbine sites and pouring as
21 many concrete turbine foundations as possible prior to the onset of winter.
22 Engineering and procurement activities will begin earlier, shortly after
23 receiving a Certificate of Public Convenience and Necessity (CPCN) from the
24 Commission, which we have requested in Case No. PU-15-175, to
25 accommodate the ordering of long lead time items. Wind turbine towers,
26 nacelles, and blades will be delivered and erected in mid-2016. Commercial

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1 operation could occur as early as September 2016, but in any event no later
2 than December 31, 2016. This schedule is designed such that the Project will
3 qualify for the federal PTC, which will provide cost benefits to our customers.

4

5 Q. WHAT IS THE EXPECTED COURTENAY PROJECT'S COST?

6 A. The total cost of construction of the Project is estimated to be approximately
7 \$300 million in capital costs, plus an allowance for funds used during
8 construction (AFUDC) of about \$12.5 million.

9

10 Q. PLEASE PROVIDE A HIGH-LEVEL BREAKDOWN OF THIS PROJECTED TOTAL
11 CONSTRUCTION COST.

12 A. There are essentially seven categories of items making up this overall project
13 cost:

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1 The third critical contract is the BOP contract with Wanzek, a North Dakota
2 based contractor, for the design and construction of the Courtenay Project
3 including erection of the towers and wind turbines. I will describe the
4 TSA/SMWA and BOP contracts in greater detail in later sections of my
5 testimony.

6
7 These contracts, coupled with the Company's oversight and construction
8 efforts, provide the necessary components for our successful development of
9 the Courtenay Project.

10
11 Q. PLEASE DESCRIBE THE TRANSACTION WHEREBY NSP IS PURCHASING THE
12 MEMBERSHIP INTERESTS OF COURTENAY WIND FARM, LLC.

13 A. We have structured our purchase of the Courtenay Project from Geronimo as
14 the purchase of 100 percent the membership interest of Courtenay Wind
15 Farm LLC. Upon closing of the transaction, we plan to merge Courtenay
16 Wind Farm LLC into the Company and continue development of the
17 Courtenay Project as Northern States Power Company - Minnesota. The
18 PSA calls for the Company to pay Geronimo **[TRADE SECRET**
19 **BEGINS...**

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24 **SECRET ENDS].**

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1 Q. WHY DID THE COMPANY CHOOSE THIS TYPE OF TRANSACTION STRUCTURE?

2 A. After reviewing several potential transaction structures, we determined that
3 purchasing the entity is the most expeditious transaction structure available.
4 Courtenay Wind Farm LLC holds hundreds of leases, permits and contracts
5 that would be significantly time consuming to transfer individually to the
6 Company. By purchasing the corporate entity that holds these assets and
7 merging the LLC into the Company, the assets transfer to the Company by
8 operation of law. We believe this will allow us to take control of all of the
9 Courtenay Project assets more quickly than assigning these assets individually
10 to the Company and seeking the myriad third-party consents required to do
11 so. This is consistent with how we structured the purchases of the Border
12 Winds Project and Pleasant Valley Project with RES Americas. The main
13 difference is that instead of purchasing an operating wind farm, we will be
14 purchasing the assets necessary to construct, own and operate a wind farm.

15

16 Q. YOU MENTIONED THAT THE MEMBERSHIP INTERESTS OF THE ENTITY
17 TRANSFER TO NSP UPON "CLOSING" OF THE TRANSACTION. WHEN IS THAT?

18 A. The PSA was executed on April 29, 2015. We anticipate that closing of the
19 transaction should occur within 30 to 60 days after the PSA was executed.
20 Generally, I would expect the closing to occur sometime in June, which is
21 before the Company expects to receive final Commission approval for the
22 transaction.

23

24 Q. PLEASE DESCRIBE THE ITEMS THAT MUST BE COMPLETED AS A CONDITION TO
25 CLOSING THE PSA.

1 A. The PSA contains several conditions precedent to closing the transaction,
2 meaning that each provision must be satisfied before we will actually acquire
3 the membership interests of Courtenay Wind Farm LLC and merge it into the
4 Company. These conditions are generally those items that must be achieved
5 in order for the transaction to be viable. The conditions to closing and the
6 efforts being taken to resolve them are:

7

8 • *Applicability of ND Code § 49-05-06.* We must receive a determination
9 from the Commission that ND Code § 49-05-06 is not applicable to the
10 Courtenay Project as a condition to closing. On April 29, 2015 the
11 Company requested a jurisdictional determination from the Commission
12 in Case No. PU-15-173.

13

14 • *Viability of the GIA.* In my introduction I mentioned that the GIA is in
15 default and MISO had requested permission to terminate it. For
16 purposes of the PSA, FERC must confirm the GIA remains in effect for
17 the Courtenay Project in order for us to close. If FERC accepts MISO's
18 proposed termination of the GIA, then the PSA will not close and the
19 transaction will not occur. I note that on May 4, 2015 MISO made a
20 filing with FERC requesting to withdraw its request to terminate the GIA
21 because the default under the GIA had been cured. Assuming FERC
22 accepts MISO's request to withdraw, we believe this issue should be
23 resolved. We expect an outcome from FERC by approximately May 24,
24 2015.

25

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- 1 • *Satisfactory Terms to Deliver Project Output over Minnkota's Facilities.* The issue
2 with respect to Minnkota tariff provisions that I mentioned in my
3 introduction must be resolved to the Company's satisfaction. Xcel
4 Energy is currently in discussions with Minnkota, MISO, and Geronimo
5 to resolve this matter.
6
- 7 • *Mitigation of Issues Identified in Due Diligence.* Geronimo must use
8 commercially reasonable efforts to cure any issues we have identified
9 during our due diligence investigation which includes certain real estate
10 and permitting issues.
11
- 12 • *Other conditions which are customary in commercial transactions of this type.* The
13 PSA contains a series of additional conditions to closing that are
14 common in purchase transactions of this type, including confirmation
15 that all representations and warranties remain true, no government action
16 or litigation has been commenced that calls the transaction into question,
17 the parties are in material compliance with the terms of the PSA, no
18 unusual liens have been levied against the project, and the Courtenay
19 Project entity remains in good standing.
20

21 Q. WHY IS THE COMPANY PURCHASING THE COURTENAY PROJECT ENTITY PRIOR
22 TO RECEIVING COMMISSION APPROVAL?

23 A. In order to maximize the chances of completing project development and
24 construction by the end of 2016 to capture the PTCs, the Company
25 determined that it needed to expedite the purchase to allow design and early

1 procurement of materials to be completed and allow on-site construction to
2 begin immediately after regulatory approval is received.

3

4 Given the distressed nature of the Courtenay Project and Geronimo's
5 significant investment to date, we became concerned that it was important for
6 Xcel Energy to step in as promptly as possible to ensure the ongoing viability
7 of the project.

8

9 Q. WHAT HAPPENS IF REGULATORY APPROVALS ARE NOT RECEIVED?

10 A. The PSA has mechanisms that provide Geronimo with an option to acquire
11 the project at our then-incurred cost in the event we abandon the project or to
12 unwind the transaction in the event we are unable to obtain all necessary
13 regulatory approvals. Further, the payments referenced above do not occur
14 prior to regulatory approval. In addition both the TSA and BOP contracts are
15 structured in a way that allow us to minimize our exposure prior to anticipated
16 regulatory approvals so that if those approvals are not forthcoming we can
17 cancel the project with minimum financial exposure.

18

19 Q. WHAT OBLIGATIONS DOES GERONIMO HAVE BETWEEN SIGNING THE PSA
20 AND CLOSING THE TRANSACTION?

21 A. For the period of time leading up to the closing, Geronimo and its affiliates
22 have the obligation to assist the Company to achieve successful closing. That
23 obligation is at Geronimo's sole cost. We anticipate good cooperation on this
24 because it is in Geronimo's interest that the transaction achieving closing in
25 order to receive payments.

26

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1 Q. WHAT HAPPENS BETWEEN CLOSING THE TRANSACTION AND RECEIPT OF FINAL
2 REGULATORY APPROVALS?

3 A. The Company has the obligation to seek regulatory approvals from both the
4 Commission and the Minnesota Public Utilities Commission (MPUC).
5 Geronimo and its affiliates must make themselves available to us to keep
6 working on the project to complete necessary activities. Geronimo is to track
7 its time but has committed to provide us with up to **[TRADE SECRET**
8 **BEGINS...**

9
10 **...TRADE SECRET ENDS].**

11
12 Q. WHAT ARE THE COMPANY'S RIGHTS AND OBLIGATIONS FOR BREACHES OF THE
13 PSA AND FOR INDEMNIFICATION OF THIRD PARTY CLAIMS?

14 A. The PSA contains typical default, remedies and indemnification provisions.
15 Specifically, the Seller agrees to indemnify NSP for any third-party claims that
16 exceed **[TRADE SECRET BEGINS...**

17 **...TRADE SECRET**
18 **ENDS].**

19
20 The PSA contains limitations of liability that generally exclude consequential
21 and other special damages.

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IV. THE TSA/SMWA

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Q. WHAT IS THE TSA?

A. The TSA is the contract we have with Vestas for the purchase of 100 2 MW nameplate rated wind turbine generators and associated equipment.

Q. WHAT IS THE PRICE PAID TO VESTAS UNDER THE TSA?

A. The overall contract is at a fixed price of **[TRADE SECRET BEGINS...
...TRADE SECRET ENDS]**. Purchase of the wind turbine generators is the single largest cost component for a wind generation project.

Q. WHAT IS THE SMWA?

A. It is the service, maintenance and warranty agreement with Vestas that obligates Vestas to perform warranty work and scheduled maintenance on the wind turbine generators for three years after commissioning.

Q. WHAT IS THE PRICE OF THE SMWA?

A. **[TRADE SECRET BEGINS... ...TRADE SECRET ENDS]**. This is not a capital cost but rather is classified as an Operations and Maintenance cost over the first three years of facility operation for ongoing maintenance of the project.

Q. WHY DID THE COMPANY CHOOSE TO CONTRACT WITH VESTAS FOR MAINTENANCE AND WARRANTY WORK?

A. In our experience, it is generally more efficient to utilize the turbine manufacturer for warranty and maintenance work during the initial operation

1 of the wind farm. By using the manufacturer, we minimize the risk of claims
2 of inadequate maintenance or misuse of the equipment. We also generally
3 find that by contracting with the manufacturer for maintenance services, it
4 puts downward pressure on the turbine price and we end up with an overall
5 better deal.

6

7 Q. WHY IS NSP ENTERING INTO THE TSA/SMWA DIRECTLY RATHER THAN
8 THROUGH COURTENAY WIND FARM, LLC?

9 A. It was overall more efficient for us to contract directly with Vestas. Since
10 Xcel Energy is ultimately responsible for the construction, ownership and
11 operation of the Courtenay Project, we determined it was appropriate to
12 negotiate the wind turbine generator purchase directly. In any event,
13 Geronimo had advised us that they lacked the financial wherewithal to
14 contract directly with the turbine manufacturer.

15

16

V. THE BOP CONTRACT

17

18 Q. WHAT IS THE BOP CONTRACT?

19 A. This is our contract with Wanzek, based in Fargo, North Dakota for the
20 engineering, procurement and construction of the balance of plant aspects of
21 the wind farm. The BOP Contract also calls upon Wanzek to install the 100,
22 2 MW turbines we procured directly under the TSA along with all of the
23 balance of plant facilities.

24

25 Q. WHAT IS THE PRICE PAID TO WANZEK UNDER THE BOP CONTRACT?

26 A. It is approximately [TRADE SECRET BEGINS... ...TRADE

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1 **SECRET ENDS]** based on the scope of work and schedule assumed in the
2 contract. There is a possibility that the cost could go up somewhat if
3 additional identified construction work is completed by Wanzek or if Wanzek
4 encounters delays or unforeseen circumstances in their construction program.
5 For example, if Wanzek is unable to pour at least some of the turbine
6 foundations in 2015 (prior to the winter freeze up), it would have to expedite
7 its work next Spring that would raise the overall project costs.

8
9 Q. HOW MANY CONSTRUCTION WORKERS WILL BE USED TO CONSTRUCT THE
10 COURTENAY PROJECT

11 A. The construction work force is expected to peak at between 250 and 300 in
12 2016. It is estimated the 40 to 50% would be North Dakota residents and
13 approximately 10% would be local hires (within 50-mile radius).

14
15 Q. WHAT IS THE PROPOSED TIMING OF THE WORK AND CONSEQUENCES FOR
16 DELAY?

17 A. As with the TSA, the work under the BOP Contract is time-sensitive. We are
18 mindful that all of our work needs to be completed to allow the Courtenay
19 Project to be commissioned by the end of 2016 in order to ensure
20 qualification for the federal production tax credit. Site construction work will
21 begin immediately after regulatory approval is received. Cold weather will
22 require that site construction be halted for several months over the winter.
23 Construction will resume in the Spring of 2016. Turbines will be delivered
24 and erected throughout the Summer of 2016 and commissioned during the
25 Fall. The entire project is expected to be in-service in the late Fall of 2016.

26

1 VI. RISK DISCUSSION

2

3 Q. WHAT ARE THE MATERIAL RISKS YOU HAVE IDENTIFIED RELATING TO THE
4 IMPLEMENTATION OF THE COURTENAY PROJECT?

5 A. I believe there are four material risks that the Company needs to manage in
6 deploying this project. They are:

7 • The ongoing viability of the Interconnection Agreement and
8 satisfactory resolution of MISO's request to terminate that contract;

9 • Satisfactory resolution of the transmission delivery issue with Minnkota;

10 • Construction timing risk; and

11 • Construction cost risk.

12

13 I believe that the Company has a plan in place to address each of these risks.

14

15 Q. WHAT HAS THE COMPANY DONE TO MITIGATE THE INTERCONNECTION
16 AGREEMENT RISK?

17 A. In the PSA, satisfactory resolution of the Interconnection Agreement issue is a
18 condition precedent to Closing the transaction. As I mentioned, MISO made
19 a filing with FERC in Docket No. ER-15-1363-00 seeking FERC's permission
20 to terminate the GIA as a result of Geronimo's default by not meeting the
21 required milestones under the GIA. The Company has offered to cure the
22 default under the GIA and to take those steps necessary to satisfy the
23 applicable milestones. We have been working constructively with OTP (the
24 interconnecting utility) to address Geronimo's prior performance deficiencies.
25 While it will ultimately be up to FERC to decide whether our proposed cure is

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1 sufficient to avoid termination of the Interconnection Agreement, we are
2 optimistic that FERC will allow the Interconnection Agreement to continue.

3

4 Q. WHEN DO YOU EXPECT TO RECEIVE AN OUTCOME OF THE INTERCONNECTION
5 AGREEMENT ISSUE?

6 A. We expect FERC will issue an order in this matter on or about May 24, 2015.
7 As I mentioned in my introduction, we are pleased to report that MISO has
8 accepted the cure and on May 4, 2015, filed a motion with FERC seeking to
9 withdraw its request for termination. Assuming FERC grants MISO's request
10 to withdraw, it should resolve the issue.

11

12 Q. WHAT HAS THE COMPANY DONE TO MITIGATE THE MINNKOTA RISK?

13 A. In the PSA, satisfactory resolution of the Minnkota issue is a condition
14 precedent to Closing the transaction. **[TRADE SECRET BEGINS...**

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...TRADE SECRET ENDS].

20

21 Q. WHAT HAS THE COMPANY DONE TO MITIGATE THIS RISK?

22 A. The Company intervened in the FERC proceeding on this issue. Further, we
23 have worked closely with Geronimo in reviewing the settlement discussions
24 they have been having with Minnkota. The Company is optimistic that a
25 settlement agreement should be completed that satisfies the requirements in
26 the PSA.

1 Q. PLEASE DESCRIBE THE CONSTRUCTION TIMING RISK.

2 A. This issue has two aspects. First, it is important that construction be
3 completed on a schedule that ensures we qualify for the PTC benefit. To
4 maximize our chances, the wind farm needs to be in service by the end of
5 2016 to ensure qualification. Second, our construction schedule assumes that
6 we can begin to do site preparation work in 2015, including pouring at least
7 some of the concrete tower foundations for the turbines. This work
8 sequencing both maximizes the likelihood of timely completion and also
9 provides a more efficient and lower-cost deployment schedule.

10

11 If we are unable to commence significant activities in 2015, it will require all
12 work be done in 2016, after the spring thaw and road restrictions have been
13 lifted. This will compress our construction schedule significantly. While we
14 believe that we can still successfully complete the construction effort in 2016,
15 such a schedule would increase the risk of completion.

16

17 Q. HAS THE COMPANY TAKEN ANY STEPS TO ADDRESS DELAY BEYOND 2016?

18 A. Yes. In our due diligence review of the project we determined that the
19 Courtenay Project has a good faith basis to claim that it has been under
20 continuous development throughout the project life. Under the IRS guidance
21 this means that the project could qualify for PTCs even if our deployment is
22 delayed. While we prefer not to rely on this path, it does provide us some
23 comfort if unforeseen circumstances delay deployment of the construction.

24

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1 Q. PLEASE DESCRIBE THE CONSTRUCTION COST RISK.

2 A. With any major construction project there is the risk that costs could increase
3 over what has been projected. Our analysis and budgeting for the project has
4 taken this risk into account.

5
6 Q. WHAT HAVE YOU DONE TO MITIGATE THE CONSTRUCTION COST INCREASE
7 RISK?

8 A. The single largest cost component of the project is the purchase of the wind
9 turbines under the TSA. That cost represents a substantial majority of the
10 overall cost of the project. This is a fixed price contract with little potential
11 for change orders or other cost increases. As a result, we believe that this cost
12 aspect should not be subject to cost increase pressure.

13
14 Likewise our purchase price from Geronimo under the PSA is a fixed amount
15 that is not subject to change orders or cost increases. While there is a modest
16 potential that we could incur some downstream consulting fees from
17 Geronimo, any such amount would be minor and would not materially change
18 the overall cost profile.

19
20 The Wanzek BOP Contract could potentially increase depending upon the
21 circumstances. Most notably, if we have weather or other delays in our
22 construction schedule, it could result in an increase in the construction costs.
23 We also note that some of the other costs identified for this project are not
24 under fixed price contracts and could be subject to some increase. However,
25 our cost estimate includes a modest contingency that would reflect the
26 potential construction cost increases.

1 Q. IS THE COMPANY CONFIDENT THAT IT CAN DEPLOY THE COURTENAY
2 PROJECT FOR A TOTAL PRICE IN THE RANGE PROVIDED, INCLUDING
3 CONSIDERATION OF THESE RISKS?

4 A. Yes.

5

6

VII. CONCLUSION

7

8 Q. DOES THIS CONCLUDE YOUR PRE-FILED DIRECT TESTIMONY?

9 A. Yes, it does.

Gregory L. Ford

Statement of Qualification

I am the Director of Engineering & Design Services in the Engineering & Construction Department. I have worked in the consulting and owners engineering management role within the electric power industry for over 41 years. The experience has been with Gilbert/Commonwealth Associates, Inc. in Jackson, MI for 11 years; HDR Engineering, Inc. in Minneapolis, MN for 13 years; and NRG Energy, Inc. in Minneapolis, MN for 7 years prior to joining Xcel Energy in 2004. Project experience has ranged from initial development through acceptance testing on both new and retrofitted projects and has included significant involvement in permitting activities. Technologies have included boilers (stoker, fluid bed, gas, oil, municipal solid waste, and pulverized coal); steam turbines (10 to 1200 MW); combustion turbines (4 to 240 MW) in both simple and combined cycle configurations; low and high head hydro; district heating and cooling; control systems; ash handling and disposal; coal handling; cooling water systems; environmental retrofits including fabric filters, precipitators, SCRs, low NOx burners, and fuel switching to PRB coal; wind and solar renewables, and overall Balance of Plant systems and equipment.

I was the Power and Energy, as well as Environmental Section Manager for the Minneapolis office while at HDR Engineering and was the Executive Director of Engineering while at NRG Energy. NRG management responsibilities included bidding and negotiating major contracts for new and retrofitted projects domestically and internationally with construction budgets up to \$1.0 billion.

While at Xcel Energy, I have been responsible for managing the bidding and negotiation of the major equipment supply and furnish and installation contracts for the Comanche 3 project near Pueblo, Colorado; the project development of the Fort St. Vrain Units 5 and 6 project near Platteville, Colorado; the Cameo Solar

Thermal Demonstration Project; and the Clean Air Clean Jobs projects that include Cherokee Synchronous Condenser, Cherokee Units 5, 6, and 7 Combined Cycle, Pawnee AQCS, and Hayden Units 1 and 2 SCR projects. I have also been responsible for the management and administration of the Engineering and Design Departments within Engineering & Construction for all jurisdictions of Xcel Energy.

I am a registered Professional Engineer in Michigan and Minnesota. I am also a member of ASME. I have a BSME degree from Colorado State University.

