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May 13, 2013

Ms. Luly Massaro, Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

Re: *Docket 4364 - Narragansett Bay Commission*

Dear Ms. Massaro:

Enclosed please find an original and nine (9) copies of the following:

1. Narragansett Bay Commission's Response to the Public Utilities Commission's First Set of Data Requests.

The Narragansett Bay Commission will provide a supplemental response to PUC 1-1 under separate cover.

Please note that an electronic copy of this filing has been sent to the service list. Thank you for your attention to this matter.

Sincerely,



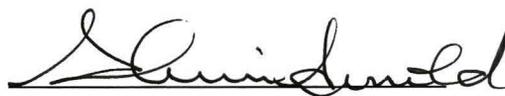
Joseph A. Keough Jr.

JAK/kf
Enclosures

CERTIFICATION

I hereby certify that on May 13, 2013, a copy of the within was sent to all parties set forth on the attached Service List by electronic mail and copies to Luly Massaro, Commission Clerk, by electronic mail and hand delivery.

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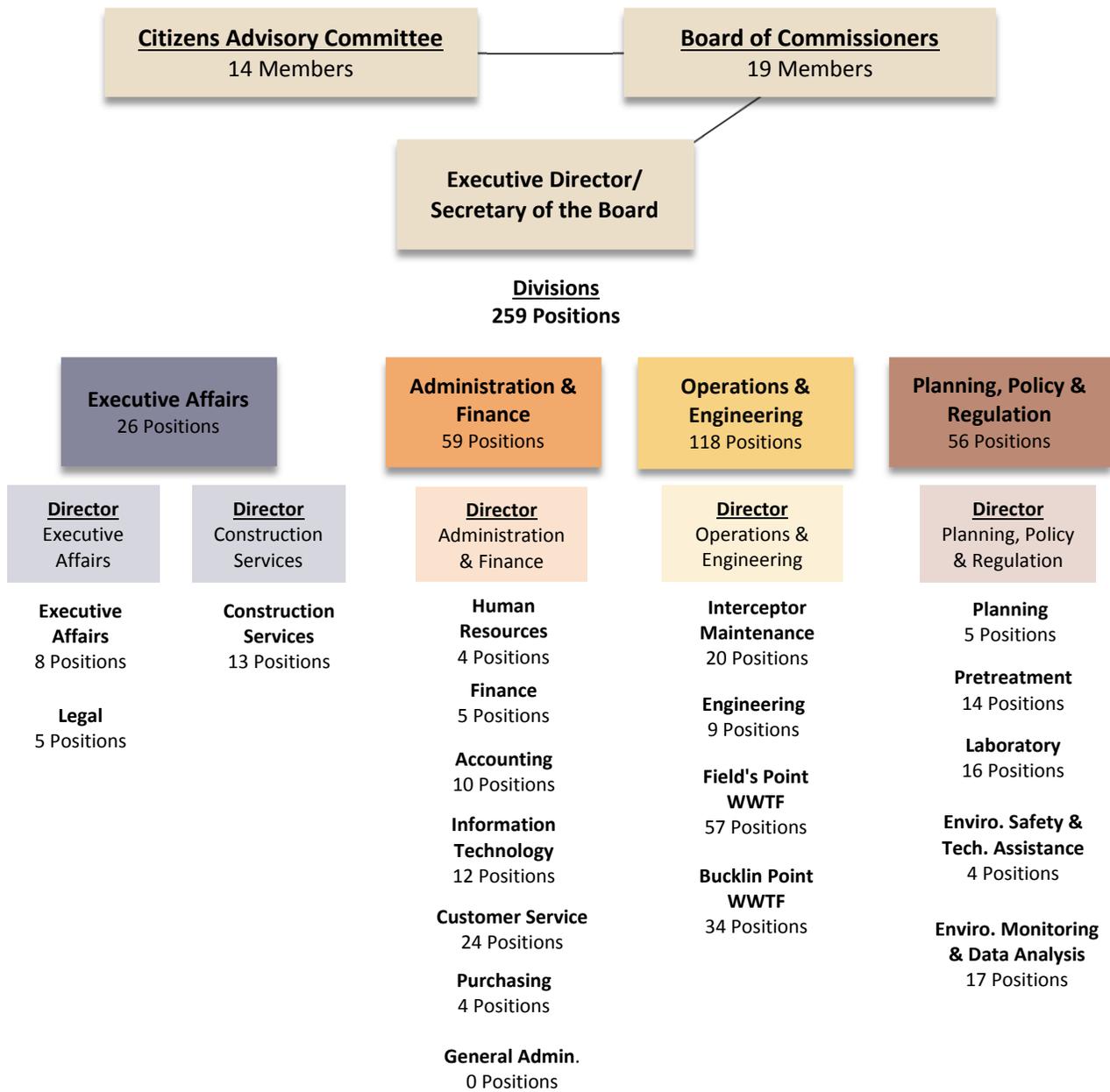
Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-1 Please provide a copy of the most recent organization chart of NBC, including a list of all employees, title, union affiliation, base salary, longevity and incentives, start date and step increase dates.

Answer: See attached organizational chart. All union step increases are effective the first full pay period in the fiscal year. Only union employees are eligible for step and incentive increases. NBC employees do not receive longevity increases. It will take time to prepare all of the detailed employee information.

Prepared by: WEE

NBC Organization



Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-2 Please provide a copy of all union contracts currently in effect.

Answer: See attached.

Prepared by: WEE

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN
THE

NARRAGANSETT BAY COMMISSION

AND

RHODE ISLAND COUNCIL 94
THE AMERICAN FEDERATION
OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES
AFL-CIO
ON BEHALF OF
LOCAL 1010
AND
LOCAL 2884

FOR THE TERM
JULY 1, 2011 THROUGH JUNE 30, 2014

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INTRODUCTION

This Agreement is entered into as of the 1st day of July 2011 by and between the Narragansett Bay Commission (hereinafter referred to as "NBC" or "Employer") and Rhode Island Council 94, American Federation of State, County and Municipal Employees AFL-CIO on behalf of Local 1010 and Local 2884 (hereinafter referred to as "Union" or "Council 94").

Rates of compensation, benefits, hours of work and other terms and conditions of employment are set forth herein.

The NBC and Union encourage harmonious relations and peaceful procedures for the resolution of differences.

Delivery of services to the public in the most efficient, economical, effective, productive and safe manner is of paramount importance to the NBC and Union.

ARTICLE 1 RECOGNITION

1.1 The NBC recognizes the Union as the sole and exclusive bargaining agent for all employees within the unit certified by the Rhode Island State Labor Relations Board in representation cases numbered and docketed as EE-1704 and EE-3313, excepting those employees as may be lawfully excluded from the bargaining unit.

1.2 The NBC agrees that it will not discharge or discriminate against a member of the bargaining unit as a result of membership or lawful activity in or on behalf of the Union. The NBC and the Union further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any activities of the Union protected by the *Rhode Island State Labor Relations Act*. The NBC and the Union agree that they will continue policies of non-

discrimination on the basis of an individual's race, color, creed, national origin, disability, religious affiliation, gender, age, sexual orientation or preference, or any other bases of prohibited discrimination. All references to an employee covered by this Agreement as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

1.3 Nothing contained herein shall be construed or interpreted so as to prevent compliance with any obligation imposed by the *Americans with Disabilities Act of 1990*.

1.4 The NBC and Union agree to maintain joint participation in NBC's Affirmative Action Advisory Committee in accordance with existing practices.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 Except to the extent that there is contained in this Agreement express and specific terms and provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibilities of the NBC to manage, direct and supervise its operations and affairs are retained by and reserved exclusively to it, including but not limited to: the right to direct, hire, layoff, promote, transfer and assign employees, including without limitation, determining work to be performed, scheduling work, shifts and hours, promoting employees, and establishing and maintaining standards for quality of work; to suspend, demote, discharge or otherwise discipline employees for just cause, or to relieve employees from duties because of lack of work or for other economic or operational reasons; to maintain the efficiencies of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted, including without limitation, the right to subcontract or privatize. The

Employer has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the rights in this Article do not conflict with the terms and conditions of this Agreement and applicable law.

No provision of this Agreement shall be applied or construed to limit, impede, or abridge any of NBC's statutory authority or obligations.

ARTICLE 3
UNION SECURITY AND DUES DEDUCTION

3.1 Upon receipt by the NBC of a signed, voluntary authorization form by the employee, the NBC agrees to deduct from the pay of said employee Union membership dues and service fees as appropriately levied in accordance with its constitution and bylaws and remit the aggregate amount to the Treasurer of Council 94. Membership in the Union may be determined by each individual employee in the bargaining unit. All non-members of the Union shall pay to it a service charge as a contribution toward the negotiation and administration of the collective bargaining agreement in an amount equal to the regular bi-weekly membership of said organization. Such service fees shall be deducted by the NBC from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments. The NBC shall give written notice to the Secretary/Treasurer of the Union of those employees within the bargaining unit who become eligible for membership in the Union. The Union shall indemnify, defend and hold harmless the NBC and its officials, representatives, and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the NBC in compliance with the provisions of this Article.

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ARTICLE 4
SCHEDULE AND HOURS OF WORK

4.1 It is agreed that there shall be two (2) basic work weeks as follows:

1. A thirty-five (35) hour work week, consisting of five (5) consecutive days Monday through Friday of seven (7) consecutive hours exclusive of unpaid lunch period.

2. A forty (40) hour work week, consisting of (5) consecutive days of eight (8) consecutive hours.

Notwithstanding Sections 1 and 2 above, it is recognized that various other work schedules exist, which are peculiar to and appropriate for certain positions and which are acknowledged by the NBC and the Union to be consistent with the terms of this Agreement. Positions are hereby assigned to a work week in accordance with Schedule A.

4.2 Employees shall be granted a fifteen (15) minute break during the first and second halves of each workday. All employees shall be granted a meal period of not less than one-half (1/2) hour duration nor more than one (1) hour duration during each workday to be determined by the workday and schedule that applies. [Seven (7) hour work day, one (1) hour meal period; eight (8) hour workday, one-half (1/2) hour meal period.] It is expressly understood that the NBC retains the right to regulate and schedule the break periods established herein.

4.3 At the NBC's discretion, but subject to its statutory bargaining obligation, the schedule for work by shifts and hours may be changed to accommodate the NBC's statutory dictates, to enhance its efficiency or to maximize the delivery of services to the public.

4.4 Shift hours, upon being scheduled, will be posted.

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4.5 When an employee is authorized and directed in writing by the NBC to work in a higher classification for a period of more than three (3) consecutive working days, that employee shall receive the lowest salary rate for that classification which provides a pay increase, retroactive to the first day of such assignment. Written authorization and direction to work in a higher classification shall be given to the employee within twenty-four (24) hours of the assignment.

ARTICLE 5
SALARY AND WAGE SCHEDULE

The salary and wages of the employees shall be in accordance with Schedules B, C, and D attached hereto and made a part hereof.

Effective the first full pay period after July 1, 2011, all bargaining unit classifications shall receive a one and three-quarter percent (1.75%) increase which is reflected in Schedule B

Effective the first full pay period after July 1, 2012, all bargaining unit classifications shall receive a two percent (2.00%) increase which is reflected in Schedule C.

Effective the first full pay period after July 1, 2013, all bargaining unit classifications shall receive a two and one-quarter (2.25%) increase which is reflected in Schedule D.

All employees represented by Council 94 who are eligible for additional steps in the wage schedule will receive it in the first full pay period after July 1 of subsequent years.

Effective the first full pay period after July 1, 2013, the wage schedule will be amended to add a twelfth (12th) step.

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Employees hired or promoted between July and December will be eligible for a step increase the subsequent July. Employees hired between January and June will be eligible for the cost of living adjustment only, if applicable, in July.

5.1 Advancement Incentive and Stipend – The NBC agrees to pay a stipend on a one-time only basis during the course of this Agreement in the amount of five hundred (\$500) dollars payable within thirty (30) days of NBC's receipt of proof that an employee has obtained a level of certification beyond that required by his current job classification after the employee's date of hire. There shall be no pyramiding of this benefit. In addition to paying the aforementioned stipend, the NBC shall also upgrade an Operator I to Operator II when he obtains an Operator II license and provides said proof within thirty (30) days of receipt of such proof.

ARTICLE 6
SHIFT DIFFERENTIAL

6.1 All employees who are regularly assigned to a work shift that commences at or after 3:00 p.m. and prior to 7:00 a.m. shall receive an additional one dollar and twenty cents (\$1.20) to their regular hourly rate.

ARTICLE 7
OVERTIME

7.1 It is agreed that when it becomes necessary for the efficient conduct of the operations, affairs and business of the NBC, it may direct or authorize overtime work opportunities.

7.2 Overtime work opportunities shall be defined as the required performance of work in excess of the established work week.

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7.3 Time and one-half shall be paid for all hours worked or paid for in excess of the employees' standard work week (35/40 hours) excepting sick leave or leave without pay; and each instance shall not be dependent on any other instance, and there shall be no duplication or pyramiding of overtime.

7.4 Overtime work opportunities shall be distributed fairly and equitably among eligible employees capable to perform the work in their respective divisions and classifications. These records will be furnished to the Union upon written request. NBC shall maintain records of the distribution of overtime opportunities and overtime payments in accordance with the law.

7.5 In any given pay period in the event that an employee discharges any sick leave, either with pay or without pay, he shall be permitted to work overtime only after he has worked his full thirty-five (35) or forty (40) hours, whichever is appropriate. Should an employee, who has discharged sick leave as stated above, accept work opportunities beyond the employee's regularly assigned hours of work, said employee shall receive straight time wages until he has worked a full work week. Should an employee, who has discharged sick leave as stated above, be directed by the NBC to work hours beyond the employee's regularly assigned hours of work, he shall receive overtime wages.

Overtime, for purposes of this Section, shall mean the performance of hours of work in any work week which are in excess of an employee's established work week schedule, or when requested by the employer. Hours which are paid for but not actually worked, except planned vacation days, personal days, jury duty, and leave for death in the employee's immediate family shall not be counted as hours worked nor shall they otherwise be used in computing overtime compensation.

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Notwithstanding other subsections of this Section, an employee who is granted leave with or without pay for the purpose of fulfilling a military obligation shall be eligible to perform overtime work.

7.6 A member of Council 94 may perform bargaining unit work of the other bargaining unit consistent with current practices. Prior to implementing this provision, NBC will first exhaust offering overtime opportunities to the bargaining unit members within the appropriate section before offering it to the members of the other bargaining unit within the appropriate section. If there is no employee from within the appropriate section of either bargaining unit available, then NBC may assign the work to a non-union member.

7.7 Snow Removal -- Notwithstanding Section 7.6, the parties agree that for purposes of snow removal that they will adhere to current practices, including the parties' November 1, 2007 letter agreement and will call qualified members of the respective bargaining units, regardless of Section, prior to offering said opportunity to a member of a different bargaining unit.

ARTICLE 8
HOLIDAYS

8.1 The following days are recognized and shall be listed as official holidays: New Year's Day; Birthday of Martin Luther King, Jr.; Memorial Day; Independence Day; Victory Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day; any day on which a general election of officers is held as Election Day; any day which the Governor shall appoint as a holiday; any day which shall hereafter be appointed by the General Assembly to be a holiday.

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8.2 Unless required to work pursuant to provisions of Section 8.4, an employee shall be entitled to time off at his regular rate of pay for the holidays specified above. When such holidays fall on his regularly scheduled work day, he shall be credited with the number of hours in his official work schedule for the day.

8.3 An eligible employee who is not required to work on a day observed as a holiday under this Article shall receive his ordinary straight time rate of pay for that day and no additional compensation.

8.4 Whenever an eligible employee is required to work on a day observed as a holiday under this Article, he shall receive his ordinary straight time pay for that day and time and one-half his straight time pay for each hour actually worked.

Whenever an eligible employee is required to work on Saturday or Sunday when a recognized holiday set forth in this Article falls on a Saturday or Sunday, he shall receive his ordinary straight time rate of pay for that day, and time and one-half of his straight time pay for each hour actually worked; provided, however, that should that employee also be scheduled and required to work on the preceding Friday or following Monday, which is the observed holiday pursuant to the attached Schedule E, he will be compensated his ordinary straight time pay for that day.

If an employee requests the Saturday or Sunday holiday off, he may be granted time off in accordance with governing provisions of this Agreement. This time off shall be paid as Holiday Time. Should the employee then work Friday or Monday, the observed holiday, he shall receive straight-time pay.

8.5 If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for his absence on that date.

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8.6 Notwithstanding any other provision of this Agreement, an employee who uses sick leave either the workday before or the workday after a holiday listed in this Article, may, in the discretion of the NBC, be required to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work in order to be eligible to receive holiday pay; provided, however, that the individual employee has been given notice of the requirement prior to the holiday.

NBC and the Union understand and agree that this Section 8.6 shall apply as follows: Should an employee call in sick or attempt to use sick leave on either his workday scheduled before or after a holiday listed in Section 8.1, then such an employee shall receive verbal or written notice of the requirement to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work on any future claim for sick leave within the ensuing year for either the scheduled workday before or scheduled workday after a holiday. This provision shall not be applied to employees who discharge multiple days of sick leave which are inclusive of the day before or day after a holiday and who have provided sufficient medical documentation related thereto. Nothing herein shall be construed to limit, restrict, or abridge any of NBC's other rights to police and monitor the use of sick leave in accordance with any other provision of this Agreement.

ARTICLE 9
SPECIAL TIME OFF

9.1 Whenever it appears desirable, in the best interests of the NBC and its employees to allow collective absence from duty, the NBC may authorize employees to be excused at a stated time, providing that enough employees remain on duty to carry on crucial work. Employees who are required to work when other employees are so

excused shall be paid their regular rate of pay. In addition, those employees shall receive time and one-half for each hour worked.

9.2 Each bargaining unit employee shall be granted a maximum of two (2) hours annually to attend an authorized Union social event on the condition that: (1) the Union seeks and obtains advance written approval from NBC's Labor and Employee Relations Manager thirty (30) days before the social event, and (2) the employee and Union submit evidence satisfactory to NBC that the employee attended the event.

ARTICLE 10
SENIORITY, SHIFT ASSIGNMENTS, POSTING AND FILLING OF
VACANCIES, LAYOFFS, RECALLS AND PROBATIONARY EMPLOYEES

10.1 The NBC and the Union recognize that seniority, as defined in this Article shall apply for the purposes of selecting shift preferences, days off, vacation time, vacation accrual, holiday leave, layoffs and recall within a classification.

10.2 The parties agree to recognize seniority as defined in the following manner:

- a) **Primary Seniority** – Length of service within a classification.
- b) **Secondary Seniority** – Length of service in which an employee has worked in the next lower-rated classification hierarchy.
- c) **Total Seniority** – Length of service as an NBC employee, inclusive of service as an employee of the State of Rhode Island before July 1, 1999 and service as an employee of the City of Providence before May 1, 1982. Any NBC employee hired on or after July 1, 1999, shall not have any prior service with the State of Rhode Island or the City of Providence included as part of total seniority.

10.3 The NBC shall maintain a seniority list of employees by classification which shall be forwarded to the Union office semi-annually.

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10.4 Shift assignments shall be posted and awarded to the employee with the most primary seniority.

10.5 This Section shall apply to filling vacancies in bargaining unit positions which NBC determines to fill. Upon declaration of a vacancy by NBC, notice of the vacancy shall be posted on the Union bulletin boards for a period of ten (10) days. Any employee may submit a bid for the vacancy to the Human Resources Manager, in writing, during the posting period.

10.6 In filling any vacancy, it is agreed and recognized that consideration shall be given by NBC to ability, qualifications and seniority. Where ability and qualifications are adjudged relatively equal by NBC between or among bidders for a vacancy, seniority shall govern.

NBC shall give due consideration to filling vacancies from NBC employees within the respective Council 94 bargaining units through the application of this Section; provided, however, if no employees qualified for the posted job submit bids for the job, NBC may fill the job from any source.

Any disagreement regarding the application of this Section shall constitute a grievance and be processed in accordance with the grievance and arbitration provisions of this Agreement.

10.7 In the event of lay-off, employees shall be laid off in the inverse order of seniority. A two-week notice of lay-off shall be given to the employees so affected.

10.8 In the event of recall, which is limited to a three (3) year period, the order of layoff described above shall be reversed; however, two (2) weeks recall notice shall not be required. An employee separated from NBC's payroll by virtue of layoff or

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reduction in force shall at all times during the recall period, keep NBC apprised of his current address and telephone numbers.

10.9 A probationary period shall not be required in the event of demotion.

10.10 An employee's accrual of seniority shall be terminated and seniority rights forfeited during the following breaks in service:

- a) Discharge, quit, retirement, or resignation;
- b) Failure to give notice of intent to return to work after a recall within ten (10) days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall absent extenuating circumstances;
- c) Failure to notify NBC of his absence from work within three (3) working days unless extenuating circumstances prohibit such notice;
- d) Failure to renew a leave of absence;
- e) Engaging in other work without authorization while on leave of absence;
- f) Layoff for a period of thirty-six (36) consecutive months or for a period equal to the employee's seniority, whichever is less.

10.11 Any newly hired member of the bargaining unit shall serve a six (6) month probationary period, commencing on the first day of employment. The six (6) month probationary period shall mean one hundred thirty (130) days actually worked in a classification. During said employment period, a probationary employee may be terminated for any reason, in the sole and exclusive discretion of the NBC, and shall have no redress through the grievance procedure.

10.12 An employee who is promoted shall serve a trial period up to one hundred thirty (130) actual working days during which time the NBC shall assess his ability to perform the duties of the position. If, in NBC's judgment, the employee is removed from the position at any time during the trial period, he shall be reinstated to his previous position.

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10.13 Newly hired probationary employees shall not accrue vacation leave or seniority until the successful completion of the probationary period, at which point such entitlements shall accrue retroactive to the first date of employment. A probationary employee shall accrue and may discharge sick leave in accordance with the provisions of Article XII.

10.14 Other than those conditions stated in this Article, any and all rights and benefits provided by this Agreement shall apply to newly hired probationary employees, unless the parties agree otherwise.

ARTICLE 11
VACATIONS

11.1 Effective the first pay period each calendar year, employees shall be credited with vacation hours in accordance with the following schedule. Said hours shall not be subject to accrual and shall be designated as "Up Front Hours." The balance of an employee's vacation entitlement shall be subject to accrual in accordance with the following schedule. All vacation hours subject to accrual shall be accrued according to the following formula:

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SCHEDULE

YEARS OF SERVICE	UPFRONT HOURS		HOURS SUBJECT TO ACCRUAL		TOTAL HOURS	
	<u>35 hrs.</u>	<u>40 hrs.</u>	<u>35 hrs.</u>	<u>40 hrs.</u>	<u>35 hrs.</u>	<u>40 hrs.</u>
At least 6 months but not more than 5 years	14	16	56	64	70	80
At least 5 years but not more than 10 years	14	16	91	104	105	120
At least 10 years but not more than 15 years	28	32	98	112	126	144
At least 15 years but not more than 20 years	28	32	112	128	140	160
At least 20 years but not more than 25 years	63	72	119	136	182	208
Twenty-five years or more	63	72	133	152	196	224

SCHEDULE OF ACCRUAL

HOURS SUBJECT TO ACCRUAL		RATE
<u>35 Hours</u>	<u>40 Hours</u>	
56	64	.0308
91	104	.0500
98	112	.0538
112	128	.0615
119	136	.0654
133	152	.0731

“Up Front Hours” shall be indicated on the employee’s payroll stub. The employee’s balance of vacation entitlement shall be indicated by a separate entry on his payroll stub. New employees shall not be able to discharge earned vacation for a period of six (6) months.

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11.2 In the event that an employee's work week schedule is changed from a standard forty (40) hour work week to a standard thirty-five (35) hour work week or in the event that an employee's work week is changed from a standard thirty-five (35) hour work week to work a standard forty (40) hour work week, his accrued hours shall not be adjusted to reflect an equivalent number of days vacation in the new work week schedule. For example: If any employee is entitled to a total of fifteen (15) days vacation and is assigned to work a standard forty (40) hour work week is changed to a standard thirty-five (35) hour work week, the hours accrued pursuant to the formula for a standard forty (40) hour work week shall not be reduced to reflect an equivalent of seven (7) hour days vacation that would have been accrued in a standard thirty-five (35) hour work week schedule. Conversely, if an employee assigned to a thirty-five (35) hour work week is changed to a standard forty (40) hour work week, his accrued vacation hours shall not be increased to reflect an equivalent number of eight (8) hour days vacation that would have been.

11.3 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to his vacation credits, such employee or his estate shall, on such termination, be entitled to receive full pay for each hour of vacation to his credit as of the date of termination.

11.4 Vacation leave assignments shall be made in a fair and equitable manner. Each employee shall be allowed to take at least two (2) consecutive weeks (i.e. 70 hours for 35-hour employees or 80 hours for 40-hour employees) of vacation during the calendar year. The time of said vacation shall be with the approval of the immediate supervisor. Such approval will not be unreasonably withheld. Should a question arise

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between the employees as to when their vacation will be taken, the senior employee shall have preference.

11.5 Employees shall be allowed to carry over from one year to another not more than the vacation time accrued and credited in one year.

11.6 The NBC shall retain the final right to approve or deny all employee vacation leave requests. During the period of March 1 through March 31 of each calendar year, an employee may submit to his section manager, in writing, the vacation dates the employee desires to schedule for the period beginning May 1 and ending September 30. Another open request period will be made available beginning September 1 to September 30 for vacation dates the employee desires to schedule for the period beginning November 1 and ending January 31. The appropriate manager will approve or deny such request in writing not later than April 20 and October 21 of that calendar year. If during the open request periods two (2) or more employees request the same vacation date(s) and the NBC determines to approve some but not all vacation requests, the request of the senior employee shall be honored. Vacation scheduling requests received after the open request period shall be approved or denied by seniority by 3:00 p.m. on the Friday of the preceding week. Vacation requests made outside the open request periods shall be posted and approved within ten (10) days of submission. Any conflict in vacation requests shall be resolved in favor of the senior employee.

ARTICLE 12
SICK LEAVE

12.1 Sick leave with pay shall be granted to employees covered by this Agreement subject to the conditions set forth in this Article. Sick leave will be

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authorized for a medically necessary absence from duty because of an inability to work caused by non-work related illness, injury or exposure to contagious disease.

In circumstances in which an employee's spouse, child or parent is ill, the employee may be granted sick leave, in accordance with NBC rules and regulations, if attendance upon said employee's spouse, child or parent is necessary. To be eligible to discharge family sick leave under Article 12, the employee may be required to submit a Family Health Care Provider Certificate on a form mutually agreed to by NBC and the Union substantiating the necessity for attendance upon such ill spouse, child or parent. Sick leave may be granted for less than a full day.

Employees incurring illness or injury arising out of the course of their employment may discharge sick leave during the waiting period before monetary statutory benefits commence.

12.2 Sick leave will not be allowed unless notification of illness or injury is reported in accordance with the following procedure:

A. CALL-IN FOR SICK LEAVE

- 1) All NBC employees in the Operations Division at either Field's Point or Bucklin Point are required to notify the on-duty supervisor at least one (1) hour in advance of the shift or he will be placed on unauthorized, unpaid leave for one (1) hour.
- 2) Any other NBC employee is required to notify his supervisor or his designee at least one-half (1/2) hour before the start of his workday or he will be placed on unauthorized, unpaid leave.
- 3) Any employee who reports to work after the start of his workday without prior notification of his supervisor may not use vacation, sick, or personal time to cover the time lost.

B. TELEPHONE REQUEST

- 1) When requesting sick leave, an employee is required to speak to his supervisor.

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- 2) If the supervisor is not available, the employee shall leave a message on the NBC voice mail system. The employee requesting the sick leave shall specify that he is requesting sick leave and should leave a phone number where he can be contacted by the supervisor.
- 3) The employee shall make the sick leave request himself.
- 4) If an employee fails to telephone a request for sick leave at the proper time (as noted in A above), he will be placed on unauthorized, unpaid leave as noted above.
- 5) For each day he is sick, the employee must telephone to request sick leave for that day unless appropriate medical documentation is submitted to the Office of Human Resources.

C. OTHER SICK LEAVE REQUIREMENTS

Any employee who discharges six (6) or more sick leave days in any six (6) month period for any reason; or discharges five (5) days of sick for the same reason (self or family) in any six (6) month period; or who has discharged sick leave in a pattern indicative of suspected abuse or impropriety, shall be notified by NBC and required to submit a Health Care Provider Certificate or other satisfactory evidence to NBC to justify any subsequent request to discharge sick leave for a period of one hundred eighty (180) days. Notwithstanding the foregoing, when an employee discharges sick leave and provides NBC with appropriate and sufficient documentation to justify said use of sick leave, NBC will not count said sick leave usage in the six (6) day and five (5) day time periods referenced above. Any such certificate must be signed by the employee's duly licensed health care provider or eligible family members' duly licensed health care provider, and may be on a Health Care Provider Certificate, and shall include confirmation of the employee's functional impairment to perform his regular duties and responsibilities or the necessity to attend to the eligible family member. NBC reserves the right to require any employee to undergo an independent medical evaluation (IME) by a physician which NBC selects from the Workers' Compensation Court's approved list of IME physicians. The IME physician shall certify the referred employee's functional impairment or his ability to perform his regular duties and responsibilities. NBC shall schedule and pay for any IME to the extent it is not fully covered by the employee's health insurance provided herein. An employee attending an IME shall be granted administrative leave, unless the IME is scheduled while he is discharging sick leave. Should a health care provider's certificate be insufficient in content, NBC may, at its option, require the employee to undergo an IME. An insufficient health care provider's certificate shall not be cause to place an employee on unauthorized, unpaid leave. Should an employee fail to provide the certificate or evidence specified herein, within a reasonable time period set by NBC, or attend a scheduled IME, then he shall be placed on unauthorized, unpaid leave and shall be subject to discipline up to and including discharge.

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An employee afflicted with a singular illness or injury, necessitating an absence of five (5) or more consecutive days, may, in NBC's discretion, be exempted from the mandates of this Section by submitting a written request to NBC's Labor and Employee Relations Manager accompanied by a healthcare provider certificate and/or any other documents reasonably requested by NBC. NBC shall not unreasonably deny any such employee request.

D. EXCEPTIONS

The NBC recognizes that from time-to-time, situations arise such as documentable emergencies and there will be a need for an employee to request a deviation from this policy. Each such request shall be considered on its merits on a case-by-case basis and will be approved or denied by the Executive Director or his designee.

12.3 Employees whose basic work week is thirty-five (35) hours shall accrue four (4) hours for each bi-weekly period of service; employees whose basic work week is forty (40) hours shall accrue five (5) hours for each bi-weekly period of service.

12.4 The Union and employees acknowledge and agree that regular and predictable attendance are indispensable and essential functions of each bargaining unit position. Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action. The employees are aware that if reasonable grounds exist to suspect a misuse of sick leave, they may be subject to surveillance during their scheduled working hours.

12.5 When the total accumulation shall amount to 1050 hours (150 days) for an employee assigned to a thirty-five (35) hour work schedule and 1200 hours (150) days for an employee assigned to a forty (40) hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

12.6A When the service of an employee shall be terminated by retirement (mandatory, voluntary or involuntary), or death, such employee or his estate shall be

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entitled to receive fifty percent (50%) of full pay for each hour of accrued sick leave in his credit as of the date of termination.

12.6B On an annual basis the sick leave bonus period will begin at the start of the first pay period in November and end in the last pay period of October the following year, if a non-probationary employee discharges a limited amount of sick leave and has no leave without pay, he shall be eligible to receive a cash bonus as follows:

<u>Hours Used</u> <u>35-Hour Employee</u>	<u>Hours Used</u> <u>40-Hour Employee</u>	<u>Cash</u> <u>Bonus</u>
0 – 21	0 – 24	\$175
21.1 – 35	24.1 – 40	\$125
35.1 – 49	40.1 – 56	\$75
49.1 – over	56.1 – over	-0-

12.7 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workers' Compensation Law, he shall be granted sick leave in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to that part of his salary which is paid as an addition to Workers' Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay. Provided, however, that if it shall be determined during the Workers' Compensation proceeding that the injury resulted from a physical assault arising out of the regular course of employment, the employee's leave shall not be reduced for the first twenty-six (26) weeks of the disability arising from such an assault. During the twenty-seventh (27th) week and thereafter for the duration of the employee's disability, deductions from accumulated credit shall be applied as indicated above.

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12.8 A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work for medical reasons.

- A. At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- B. It is agreed that pregnant employees, who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the NBC of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months and may be extended by mutual consent for an additional nine (9) months for no more than twelve (12) months. Subject to medical approval and certification, an employee may return to work at her option any time following childbirth.
- C. A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.

12.9 Any employee whose employment requires exposure to occupational hazards shall be granted special sick leave credits not to exceed one hundred twenty (120) hours in a calendar year. Such sick leave credits shall be available and sick leave granted upon written recommendation by the Executive Director that it has been determined by blood tests or other approved methods and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards.

12.10 Sick Leave Bank – The Union and the NBC agree to the establishment of an Employee Sick Leave Bank (“ESLB”), subject to the terms and conditions set forth herein and such rules and regulations as may be promulgated by the ESLB Committee.

The purpose of the ESLB is to generate a pool of employee-donated sick leave which may be used to compensate eligible employees afflicted with a major or

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catastrophic illness or injury (which is not compensable or covered under the Rhode Island Workers' Compensation Act) and who have exhausted all accrued and accumulated sick leave under Section 12.5 of this Article and all other forms of paid leave which may be accumulated under this Agreement.

The ESLB shall be funded with contributions of an employee from his accumulated sick leave. Employee contributions of sick leave are voluntary, but if made, shall be in an initial minimum amount of five (5) days to join the ESLB and two and one-half (2½) days per annual contribution period.

An employee's election to contribute to the ESLB must be expressed in writing on a form provided by NBC. An employee with less than twelve (12) accumulated days of sick leave shall not be permitted to donate to the ESLB under any circumstances. Employee sick leave contributions to the ESLB shall be made annually during the contribution period commencing December 1 and ending December 31. Adjustments to sick leave balances will be made during the first pay period in the subsequent calendar year. All employee sick leave contributions to the ESLB are irrevocable and without any reversionary rights to the donor-employee.

The ESLB shall be governed and administered by a four (4) member ESLB Committee consisting of two (2) designees of the Union, NBC's Executive Director or his designee and NBC's Labor and Employee Relations Manager who shall serve as a non-voting ex-officio member.

The ESLB Committee shall use such data and criteria as it, in its sole discretion, deems necessary for the purpose of assessing and passing upon the merits of any application for sick leave benefits, including but not limited to:

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- a) competent medical evidence from a board certified specialist in a relevant field of medicine related to the applicant's affliction, verifying the applicant's diagnosis, treatment, disability from conducting the regular duties and responsibilities of his employment and prognosis;
- b) prior utilization and exhaustion of all other sick leave benefits and all other forms of paid leave by the applicant pursuant to other Sections of this Article;
- c) the amount of sick leave days donated in the bank and available for all employees in the bargaining unit; and
- d) the number of applicants.

No employee shall be entitled to apply for or use sick leave benefits from the ESLB for the illness of anyone but the employee himself. No employee shall be entitled to apply for or use sick leave benefits from the ESLB unless he shall have contributed the initial minimum of five (5) days to join the ESLB and such other contribution requirements as the ESLB Committee may promulgate. No employee who is or has received Workers' Compensation benefits or benefits under the Temporary Disability Act shall be eligible to apply for or receive sick leave benefits from the ESLB. No employee may receive more than sixty (60) days of donated sick leave within five (5) calendar years, unless an extension is granted by the ESLB Committee. An employee discharging donated sick leave shall do so at his regular straight-time rate of pay.

Neither NBC nor the Union shall bear any obligation to replenish the depletion of the ESLB bank; provided, however, in the event of depletion, an employee with the requisite twelve (12) days minimum of accumulated sick leave may donate a portion of his excess accumulation to the ESLB.

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Should the ESLB be abolished through collective bargaining, interest arbitration or otherwise, there shall be no payment or restitution of contributed sick leave to any employee. Any and all disputes of any nature arising out of the administration of the ESLB shall not be subject to the grievance and arbitration provisions of this Agreement, it being expressly understood and agreed that all decisions of the ESLB Committee shall be final and binding.

12.11 Light Duty – The parties recognize the desirability of light duty assignments as a means of returning injured bargaining unit employees to productive employment.

The Executive Director, or his designee, with the agreement of the Union, shall define and assign transitional employment for bargaining unit employees who have job-related injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon receipt of clearly defined medical verification subject to the terms herein, the parties hereto shall agree to modify the tasks of the injured employee including job tasks, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury, and consistent with the needs of the NBC.

If no transitional employment is available in the employee's classification, the employee may be offered work outside his classification on a limited basis with approval of the Union.

The transitional employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the Union, and the NBC's Executive Director and the employee. The transitional employment period shall not exceed six (6)

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months unless mutually agreed upon by the Union, the Executive Director and the employee, with supporting medical documentation. In addition, the employee shall submit medical documentation on a monthly basis to the NBC.

If the employee cannot return to this classification and/or assignment based upon medical verification after attaining maximum medical improvement, the NBC will attempt to assist the employee with employment, education, or training in accordance with Workers' Compensation laws and any applicable state law.

If the injury is not job-related and the employee requests to return to work, the Executive Director, upon receipt of medical verification that the injured employee can perform limited tasks in his classification, subject to the needs of the department, and with the agreement of the Union, may modify the tasks of the employee's normal assignment to enable the employee to return to work after utilization of the employee's sick leave. Any agreement or approval of the Union under this Section shall not be unreasonably withheld.

Any such transitional employee will not displace or otherwise adversely affect any bargaining unit member while participating in existing statutory rights or responsibilities, including those contained in Title 28 or 42-87 of the R.I.G.L. or in the *Americans with Disabilities Act of 1990*.

12.12 To the extent it may be applicable, the Employer agrees to comply with governing state or federal medical leave legislation including the *Family and Medical Leave Act*, and the *Rhode Island Parental and Family Medical Leave Act*, as may be amended.

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ARTICLE 13
HEALTH AND DENTAL INSURANCES

13.1 Health and dental insurances for all employees in the bargaining unit shall be provided as follows.

NBC shall provide and said employees shall annually elect coverage as follows:

Option #1: See Benefit Summary set forth in Schedule F; or

Option #2: See Benefit Summary set forth in Schedule F.

Employee premium co-payment obligations for individual coverage are as follows:

Effective the first full pay period after July 1, 2011, employee co-sharing shall be the lesser of two percent (2.00%) of employee's base wages or thirteen percent (13.00%) of premium.

Effective the first full pay period after July 1, 2012, employee co-sharing shall be the lesser of two and one-half percent (2.50%) of employee's base wages or sixteen percent (16.00%) of premium.

Effective the first full pay period after July 1, 2013, employee co-sharing shall be the lesser of three and one-quarter percent (3.25%) of employee's base wages or twenty percent (20.00%) of premium.

Employee premium co-payment obligations for family coverage are as follows:

Effective the first full pay period after July 1, 2011, employee co-sharing shall be the lesser of five percent (5.00%) of employee's base wages or thirteen percent (13.00%) of premium.

Effective the first full pay period after July 1, 2012, employee co-sharing shall be the lesser of six and three-quarters percent (6.25%) of employee's base wages or sixteen percent (16.00%) of premium.

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Effective the first full pay period after July 1, 2013, employee co-sharing shall be the lesser of eight and three-quarters percent (8.75%) of employee's base wages or twenty percent (20.00%) of premium.

Employees shall execute a payroll deduction authorization to satisfy the cost-sharing obligations under this Section. Employees may elect to pay their premium co-payments through payroll deduction on a pre-tax basis.

These coverages shall be individual or family as appropriate and as allowed under the rules of the provider.

Annual Wellness Incentives in the amount of \$300 for the contract year commencing July 1, 2011; \$400 for the contract year commencing July 1, 2012; and \$500 for the contract year commencing July 1, 2013, shall be applied to reduce employee co-share contributions providing employees satisfy the wellness criteria established by NBC.

13.2 NBC shall provide and bear the full cost of dental insurance for all employees in the bargaining unit, with an annual benefit of \$1200 per person/\$1200 lifetime orthodontia.

13.3 If an employee provides evidence of coverage with an alternative and substantially equivalent form of health insurance, and makes a voluntary written election to waive his right to health insurance on a form provided by NBC, he shall receive a stipend in lieu of coverage. The stipend in lieu of coverage shall not be included in base compensation for either pension or longevity calculation, nor shall it be considered for purposes of calculating any other employee benefit. The stipend in lieu of coverage shall be limited to two thousand five hundred (\$2500) dollars per calendar year (i.e. January to December) and may be prorated based upon the number of pay periods in

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which the waiver is effective. Any employee electing to waive health insurance coverage may rescind the election in conformance with the benefit status changes outlined in IRC 1.125-4. Rescission must be in writing on a form provided by NBC.

13.4 If an employee makes a voluntary written election to waive his right to dental insurance on a form provided by NBC, he shall receive a stipend in lieu of coverage. The stipend in lieu of coverage shall not be included in base compensation for either pension or longevity calculation, nor shall it be considered for purposes of calculating any other employee benefit. The stipend in lieu of coverage shall be one hundred ten (\$110) dollars per calendar year (i.e. January to December) and may be prorated based upon the number of pay periods in which the waiver is effective. Any employee electing to waive dental insurance coverage may rescind the election in conformance with the benefits status changes outlined in IRC 1.125-4. Rescission must be in writing on a form provided by NBC.

13.5 Notwithstanding any provision of this Article, after thirty (30) days notice to the Union, NBC shall have the right at any time to provide substantially equivalent group health or dental coverages under different plans than those referenced in Sections 13.1 and 13.2.

ARTICLE 14 RETIREMENT

14.1 Unless otherwise modified by mutual agreement of the parties, all employees employed by the NBC, will become members of the State Employees Retirement System, and will make contributions pursuant to the applicable statutes. Further, unless modified by mutual agreement of the parties, the NBC will not be obligated to contribute to any other pension system.

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ARTICLE 15
GROUP LIFE INSURANCE

15.1 Employees may participate in and purchase group life insurance coverage at an employee cost.

ARTICLE 16
LEAVE WITHOUT PAY

16.1 It is agreed that upon written application, an employee may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, or other purpose deemed proper and approved by NBC.

ARTICLE 17
JURY LEAVE

17.1 Every employee covered by this Agreement who is required to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his regular pay or his jury duty pay, whichever is the greater.

17.2 Every employee covered by this Agreement who is subpoenaed to appear in court on NBC business on a day off or during vacation, shall be compensated for the time expended. Any employee who expends time in accordance with this Section shall be paid at the rate of time and one-half. A minimum of four (4) hours shall be allocated to each employee, regardless of the time expended less than four (4) hours.

ARTICLE 18
MILITARY LEAVE

18.1 Every employee covered by this Agreement who has left or shall leave said position by reason of entering the armed forces of the United States (Active,

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Reserve or National Guard) and who has been employed for one hundred eighty (180) or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position, commencing with the time of leaving said position for said purpose of continuing throughout the duration of said absence required by continuance of service in the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

18.2 For the first sixty (60) calendar days of such involuntary absence, every such employee shall be paid by the NBC the same amount as he would have received had he not been absent from his position.

18.3 During the part of the period of leave described above for which the employee shall receive his salary, he shall also accrue such sick leave and annual leave credits as he would have accrued while working in said position during such period of sixty (60) days.

18.4 Employees on military leave shall be granted yearly salary increases when due in accordance with the conditions of eligibility outlined in these regulations.

18.5 At the conclusion of such military leave of absence, the employee shall be returned to his position, subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

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ARTICLE 19
MILITARY TRAINING LEAVE

19.1 Employees covered by this Agreement, who by reason of membership in the Reserve Forces of the United States or the National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose.

19.2 During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.

19.3 Such training activities as defined in this Section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

ARTICLE 20
CALL-IN TIME

20.1 Employees who are called in to report for emergency work after having left their place of employment and outside their regular scheduled work hours shall receive not less than four (4) hours pay at their overtime rate.

ARTICLE 21
BULLETIN BOARDS – MILEAGE

21.1 The NBC agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted.

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21.2 Any employee authorized by the NBC to use his personal car in carrying out his official duties shall be compensated at the rate set by the travel regulations of the Federal General Services Administration or as amended by it.

ARTICLE 22
UNION REPRESENTATION

22.1 Designation of Union Representatives – The NBC shall be required to recognize any employee as a Union representative provided that the Union has informed the NBC, in writing, of the employee's name, department, and designation as a Union representative. Among the NBC employees within the bargaining unit, the Union may designate and the NBC will recognize not more than any two (2) representatives to serve as the Union's agents in grievance representation of employees; provided, however, that the NBC will recognize up to four (4) representatives for collective bargaining agreement negotiations.

22.2 Leave for Union Business – The NBC will pay properly designated Union representative(s) (but in no event more than two [2] representatives for a grievance and four [4] representatives for collective bargaining negotiations) at his straight-time rate of pay for scheduled work hours lost in attendance at meetings with the NBC pertinent to collective bargaining, grievance adjustment, or representing an employee at any step of the grievance procedure and arbitration. The NBC may refuse to grant leave under this Section if, in the judgment of the NBC, the employee's absence would adversely impact the operations of the employee's department or section. Provided, however, that when an employee intends to be absent because he will be serving as a representative at a grievance, arbitration or Unfair Labor Practice (ULP) hearings, he shall be required to

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notify his Section Head of his intended absence at least one (1) week prior to the scheduled arbitration or ULP hearing.

The President or Vice President of Locals 1010 and 2884 shall be granted time off without loss of pay to attend meetings of Council 94's Municipal Conference Board or State Conference Board. It is expressly understood and agreed that the Union shall provide to NBC's Labor and Employee Relations Manager at least three (3) days advance notice of the date of any such scheduled meeting.

ARTICLE 23
DISCIPLINE

23.1 The NBC hereby agrees that no member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures set forth in this Agreement. Any reprimand will be conducted privately and in such a manner as to avoid embarrassment to the employee.

23.2 The NBC shall notify the Union's Business Manager in writing of the imposition of a form of discipline other than an oral reprimand. At any meeting at which the principal topic is the imposition of discipline, except for a counseling session, an employee will be informed of his right to Union representation. The NBC will honor any request in those circumstances.

23.3 Prior to imposing discipline or termination, the NBC may place an employee on administrative leave for a period of three (3) days. The NBC shall provide the employee with notice of allegations of misconduct and afford the employee an opportunity to be heard. If required, the period of administrative leave may be extended to ten (10) days.

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23.4 If a disciplined employee has not engaged in any further misconduct or violated applicable employment policies, rules or regulations, and has otherwise satisfactorily performed the duties and responsibilities of his position, then documentation of the following forms of discipline shall be expunged from his employment records after expiration of the time period indicated.

FORM OF DISCIPLINE	TIME PERIOD
Oral Reprimand	6 months
Written Reprimand	1 year
Suspension	2 years from the final date of the suspension term
Demotion	2 years from the effective date of the demotion

An employee's request for expungement will not be considered by the NBC unless it is submitted in writing to his immediate supervisor and a copy of that notice is contemporaneously delivered to the Labor and Employee Relations Manager.

23.5 An employee who has exhausted all forms of leave under this Agreement and fails to report to work may be discharged, provided just cause exists.

ARTICLE 24
GRIEVANCE AND ARBITRATION PROCEDURES

24.1 Definition; Exemptions; Exclusivity

A grievance is a dispute between the employee (or the Union) and the NBC which involves the application, meaning or interpretation of the provisions of this Agreement; provided, however, that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his

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probationary period. The procedures set forth in this Article shall comprise the sole and exclusive dispute resolution process for a grievance.

24.2 Procedural Steps

Step 1 – Not later than five (5) days, excluding weekends and holidays, after the event giving rise to the grievance, or when the employee knows or with the exercise of reasonable diligence should have known of the event giving rise to the grievance, whichever is later, the employee (or the Union) must submit his grievance in writing to his section manager. The section manager or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the section manager or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

Step 2 – If the grievance is not settled at Step 1, it shall be presented in writing by the employee (or the Union) to the Executive Director within ten (10) days thereafter, excluding weekends and holidays. The Executive Director shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Executive Director fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

24.3 Written Presentation – All grievances presented in accordance with the procedures set forth in Section 24.2 shall be signed by the aggrieved employee or a duly authorized Union representative. The signer of the grievance shall make a good faith and *bona fide* effort to state: the facts giving rise to the grievance; the provisions of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and remedy sought. The Labor and Employee Relations Manager or the

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Executive Director may request a meeting with the employee and his duly authorized Union representative.

24.4 Time Limitations – The time limitations set forth in Section 24.2 are the essence of this Agreement and the failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 24.2, the Employer and Union may extend them by mutual written agreement.

24.5 Submission to Arbitration – Any grievance as defined in Section 24.1 of this Article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the NBC with written demand for arbitration within ten (10) days, excluding weekends and holidays, after the response of the NBC is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's and Union's right to demand arbitration.

24.6 Arbitrator Selection – The Union's demand for arbitration shall be submitted to the Labor Relations Connection (LRC) with a request that it furnish to the Union and the NBC a list of qualified and impartial arbitrators. The arbitration process shall be governed by the LRC's Labor Arbitration rules in effect as of the date of the demand for arbitration.

24.7 Arbitrator's Authority and Jurisdiction – The authority and jurisdiction of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement. The arbitrator shall have no authority: to add to, detract from, alter, amend or modify any provision of this Agreement; to

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impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which: (a) is violative or inconsistent with any of the terms of this Agreement or applicable law; (b) exceeds his jurisdiction and authority under law and this Agreement; or (c) involves any matter wherein the NBC's decision is final and binding under either the terms of this Agreement or by applicable law.

24.8 Binding Effect – Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

24.9 Fees and Expenses of Arbitration – The fees of the LRC and the fees and expenses of the arbitrator shall be shared equally by the Union and the NBC.

ARTICLE 25
PERSONAL BUSINESS LEAVE

25.1 Personal leave shall be credited to employees in accordance with the attached Schedule G. Employees shall not be requested to state a reason for personal leave. Personal leave shall not be carried over from year to year. An employee must obtain NBC's approval to discharge personal leave by providing at least twenty-four (24) hours notice in advance of the time requested personal leave is to commence. A request for personal leave shall not be granted if, in NBC's judgment, it would interfere with efficient operations; but shall not otherwise be unreasonably denied.

ARTICLE 26
BEREAVEMENT LEAVE

26.1 Bereavement leave shall be granted to NBC employees for the death of their family members in accordance with the following:

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DECEASED FAMILY MEMBER

NUMBER LEAVE DAYS

Spouse	5
Child	5
Mother	5
Father	5
*Domestic Partner	5
Step Child	3
Sister	3
Brother	3
Grandchild	3
Relative Living in Household	3
Mother-in-Law	2
Father-in-Law	2
Grandmother	2
Grandfather	2
Daughter-in-Law	2
Son-in-Law	2
Step Parents	2
Aunt/Uncle	1
Niece/Nephew	1
**First Cousin	1

*Leave may be granted for domestic partner of the same or opposite sex who has lived in the same household as the employee for at least six (6) months and has made a commitment to continue to live as a family.

**Leave may be granted only for first cousins by blood (i.e. a relationship by consanguinity, not affinity, affection or otherwise).

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Any needed additional days required by the employee may be utilized from the employee's sick leave accumulation.

26.2 Should a bargaining unit employee desire to discharge personal leave or vacation leave to attend the funeral service of an extended family member not covered within the bereavement leave provisions of this Agreement, then said bargaining unit employee shall be able to utilize personal leave or vacation leave to attend the funeral services of said extended family member.

ARTICLE 27
EDUCATIONAL INCENTIVE AND TUITION REIMBURSEMENT PROGRAM

27.1 Educational Incentive Program – Upon approval and in the discretion of the NBC, an employee will be reimbursed for courses taken which are deemed to be relevant and necessary to the employee's position or advancement to the next higher rated position within the classification. Each employee who has successfully completed a four-course curriculum, approved in advance by the NBC, shall be entitled to a one-step pay increment next above his current base step, or if the employee is at the maximum of the grade, an increment equal in amount to the difference between the last step in the pay range and that step immediately prior thereto.

27.2 Tuition Reimbursement Program – An education benefit will be made available to all members of the bargaining unit in accordance with the following:

- A. Tuition reimbursement shall be funded by the NBC in an amount not to exceed four thousand (\$4000) dollars per fiscal year. Any funds unused shall not be carried over from one fiscal year to another.
- B. Employees shall be allowed to attend courses provided they are outside the employee's normal working hours.
- C. An Education Committee shall be established consisting of three (3) members appointed by the Executive Director and three (3) Union

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members appointed by the Union Business Manager. The Education Committee shall review all course requests and shall provide all policies and procedures for implementation of the tuition reimbursement program for undergraduate and graduate programs, and the career programs.

- D. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made on the basis of total seniority. Course reimbursement shall be upon successful completion of the course.

ARTICLE 28
RECLASSIFICATION AND/OR UPGRADING

28.1 Any employee who believes his duties and responsibilities more closely resemble those of a higher rated classification or any employee whose duties have been significantly changed to reflect duties required of a higher classification may seek reclassification or upgrading according to the following procedure:

- A. The employee shall submit a request in writing for reclassification to the Executive Director or his designee who shall furnish the employee with a questionnaire within five (5) working days of said request.
- B. Within five (5) working days from the receipt of the employees completed questionnaire, his immediate supervisor or his designee, shall forward said questionnaire to the Executive Director for evaluation.
- C. Within ninety (90) working days after receipt of said employee's completed questionnaire, the Executive Director shall issue his report which will include findings of fact and conclusions relative to the merits of the employee's claim. The report will be in writing and it will set forth specific reasons for approval or denial. A copy of this report will be forwarded to the employee and the Union's Business Manager.

The Executive Director's report will be deemed final and binding unless within ten (10) working days of its issuance the employee files a grievance, in which event the grievance shall be processed in accordance with the grievance and arbitration procedure set forth herein.

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ARTICLE 29
NO STRIKES OR LOCKOUTS

29.1 Proscribed Activity by Employee/Employer – No employee covered by this Agreement shall engage in, induce, cause or encourage any strike, sit-down, sit-in, work slowdown, work cessation, work stoppage, work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this Agreement. The Employer will not cause a lockout of any employees.

29.2 Further, the Union and its representatives shall not in any way, directly or indirectly, authorize, assist, encourage, induce, participate in or sanction any strike, sit-down, sit-in, slowdown, work cessation, work stoppage or work interruption, work boycott, collective absenteeism for alleged illness or withholding of services of any kind during the life of this Agreement, or ratify, condone or lend support to any such conduct or action.

ARTICLE 30
HEALTH AND SAFETY COMMITTEES

30.1 All existing Health and Safety Committees shall be recognized and shall be comprised of an equal number of NBC and Union designees. Each such Committee shall meet at least once every three (3) months and shall address occupational health and safety issues which may arise. All employees are encouraged to immediately report, in writing, any perceived health and safety issue to the Committee for his site. Each such Committee shall apprise NBC of all health and safety issues as soon as they are reported and shall propose solutions which NBC shall evaluate.

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ARTICLE 31
EARLY RETIREMENT INCENTIVE PROGRAM

31.1 NBC shall offer the Early Retirement Incentive Program ("ERIP") to eligible employees in the respective bargaining units of Council 94 in accordance with the terms and conditions of a Memorandum of Agreement of even date herewith which shall be incorporated by reference herein.

ARTICLE 32
DURATION OF AGREEMENT – SEPARABILITY

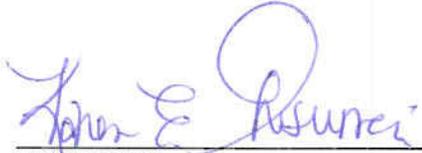
32.1 Duration of Agreement – This Agreement is effective from July 1, 2011 and shall continue in full force and effect through midnight on June 30, 2014.

32.2 Separability – If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS
31st DAY OF MAY, 2011.

FOR THE NARRAGANSETT BAY COMMISSION:



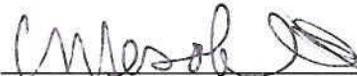
WITNESS



RAYMOND J. MARSHALL, P.E.
EXECUTIVE DIRECTOR



WITNESS



VINCENT J. MESOLELLA
CHAIRMAN

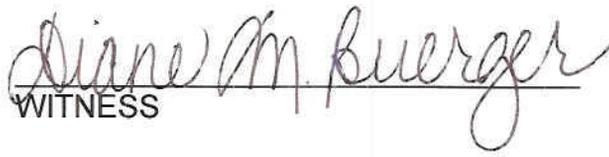
FOR COUNCIL 94:



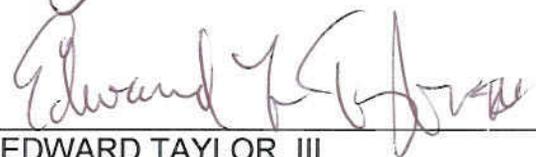
WITNESS



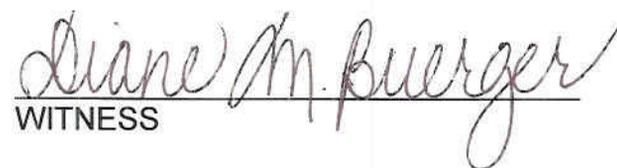
JACK P. PALAZZO,
SENIOR BUSINESS AGENT



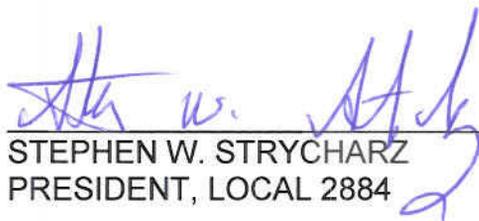
WITNESS



EDWARD TAYLOR, III
PRESIDENT, LOCAL 1010



WITNESS



STEPHEN W. STRYCHARZ
PRESIDENT, LOCAL 2884



CLASS TITLE	WORK WEEK (Hours)
ADMINISTRATION AND FINANCE DIVISION	
<u>Accounting Section</u>	
Fiscal Clerk – Accounting	35
<u>Customer Service Section</u>	
Customer Service Representative	35
Field Investigator	35
Sr. Fiscal Clerk – Customer Service	35
OPERATIONS AND ENGINEERING DIVISION	
<u>Interceptor Maintenance Section</u>	
IM Mechanic	40
IM Operator II	40
IM Operator III	40
IM Operator IV	40
<u>Wastewater Treatment Section/Operations Unit</u>	
BP Contract Coordinator	40
E&I Technician	40
Electrical Foreman (BP)	40
Electrician	40
Heavy Equipment Operator (BP)	40
Inventory Control Clerk	40
Maintenance Scheduler/Planner (BP)	40
Mechanic I	40
Mechanic II	40
Operator I	40
Operator II	40

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Process Monitor	40
SCADA System Operator	40
Utility Crew Foreman	40
PLANNING, POLICY & REGULATION DIVISION	
<u>EMDA Section</u>	
EMDA Clerk	35
EMDA Data Assistant	35
Environmental Monitor	35
<u>Laboratory Section</u>	
Biologist	35
Chemist	35
<u>Pretreatment Section</u>	
Pretreatment Clerk	35

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Schedule July 2011
with 1.75%

1	13.48	13.82	14.14	14.48	14.80	15.14	15.46	15.79	16.13	16.45	16.79
2	14.69	15.05	15.40	15.76	16.12	16.47	16.83	17.20	17.55	17.91	18.26
3	15.98	16.37	16.76	17.16	17.54	17.93	18.33	18.71	19.10	19.50	19.88
4	17.41	17.84	18.25	18.68	19.10	19.53	19.95	20.37	20.80	21.23	21.65
5	18.95	19.41	19.87	20.34	20.80	21.26	21.72	22.18	22.65	23.11	23.58
6	20.27	20.84	21.42	21.99	22.57	23.15	23.72	24.30	24.87	25.45	26.02
7	22.07	22.69	23.32	23.94	24.57	25.20	25.82	26.44	27.08	27.70	28.32
8	24.03	24.70	25.39	26.07	26.75	27.43	28.11	28.79	29.47	30.15	30.84
9	26.16	26.89	27.65	28.38	29.12	29.85	30.61	31.34	32.09	32.82	33.57
10	28.48	29.28	30.09	30.89	31.70	32.51	33.31	34.13	34.93	35.73	36.55

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1.75%
2011

Schedule July 2012
with 2.00%

1	13.75	14.10	14.42	14.77	15.10	15.44	15.77	16.11	16.45	16.78	17.13
2	14.98	15.35	15.71	16.08	16.44	16.80	17.17	17.54	17.90	18.27	18.63
3	16.30	16.70	17.10	17.50	17.89	18.29	18.70	19.08	19.48	19.89	20.28
4	17.76	18.20	18.62	19.05	19.48	19.92	20.35	20.78	21.22	21.65	22.08
5	19.33	19.80	20.27	20.75	21.22	21.69	22.15	22.62	23.10	23.57	24.05
6	20.68	21.26	21.85	22.43	23.02	23.61	24.19	24.79	25.37	25.96	26.54
7	22.51	23.14	23.79	24.42	25.06	25.70	26.34	26.97	27.62	28.25	28.89
8	24.51	25.19	25.90	26.59	27.29	27.98	28.67	29.37	30.06	30.75	31.46
9	26.68	27.43	28.20	28.95	29.70	30.45	31.22	31.97	32.73	33.48	34.24
10	29.05	29.87	30.69	31.51	32.33	33.16	33.98	34.81	35.63	36.44	37.28

M.P.P.

JM

R.M.

SCHEDULE C

Schedule July 2013
with 2.25%

1	14.06	14.42	14.74	15.10	15.44	15.79	16.12	16.47	16.82	17.16	17.52	17.89
2	15.32	15.70	16.06	16.44	16.81	17.18	17.56	17.93	18.30	18.68	19.05	19.43
3	16.67	17.08	17.48	17.89	18.29	18.70	19.12	19.51	19.92	20.34	20.74	21.15
4	18.16	18.61	19.04	19.48	19.92	20.37	20.81	21.25	21.70	22.14	22.58	23.03
5	19.76	20.25	20.73	21.22	21.70	22.18	22.65	23.13	23.62	24.10	24.59	25.09
6	21.15	21.74	22.34	22.93	23.54	24.14	24.73	25.35	25.94	26.54	27.14	27.75
7	23.02	23.66	24.33	24.97	25.62	26.28	26.93	27.58	28.24	28.89	29.54	30.20
8	25.06	25.76	26.48	27.19	27.90	28.61	29.32	30.03	30.74	31.44	32.17	32.92
9	27.28	28.05	28.83	29.60	30.37	31.14	31.92	32.69	33.47	34.23	35.01	35.81
10	29.70	30.54	31.38	32.22	33.06	33.91	34.74	35.59	36.43	37.26	38.12	39.00

Handwritten notes:
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SCHEDULE D

Holidays occurring on a Saturday are observed on the preceding Friday; those on a Sunday on the Monday following.

CALENDAR YEAR 2011

New Year's Day	Saturday, January 1, 2011 (Observed Friday, December 31, 2010)
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 17, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Victory Day	Monday, August 8, 2011
Labor Day	Monday, September 5, 2011
Columbus Day	Monday, October 10, 2011
Veterans' Day	Friday, November 11, 2011
Thanksgiving Day	Thursday, November 24, 2011
Christmas Day	Sunday, December 25, 2011 (Observed Monday, December 26, 2011)

2011

Last day to apply "lose or use" Vacation and Personal time: December 31, 2011

First day upfront Vacation and Personal time can be used: January 1, 2012

CALENDAR YEAR 2012

New Year's Day	Sunday, January 1, 2012 (Observed Monday, January 2, 2012)
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 16, 2012
Memorial Day	Monday, May 28, 2012
Independence Day	Wednesday, July 4, 2012
Victory Day	Monday August 13, 2012
Labor Day	Monday, September 3, 2012
Columbus Day	Monday, October 8, 2012
Election Day	Tuesday November 6, 2012
Veterans' Day	Sunday, November 11, 2012 (Observed Monday, November 12, 2012)
Thanksgiving Day	Thursday, November 22, 2012
Christmas Day	Tuesday, December 25, 2012

2012

Last day to apply "lose or use" Vacation and Personal time: December 29, 2012

First day upfront Vacation and Personal time can be used: December 30, 2012

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Holidays occurring on a Saturday are observed on the preceding Friday; those on a Sunday on the Monday following.

CALENDAR YEAR 2013

New Year's Day	Tuesday, January 1, 2013
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 21, 2013
Memorial Day	Monday, May 27, 2013
Independence Day	Thursday, July 4, 2013
Victory Day	Monday, August 12, 2011
Labor Day	Monday, September 2, 2013
Columbus Day	Monday, October 14, 2013
Veterans' Day	Monday, November 11, 2013
Thanksgiving Day	Thursday, November 28, 2013
Christmas Day	Wednesday, December 25, 2013

2013

Last day to apply "lose or use" Vacation and Personal time: December 28, 2013

First day upfront Vacation and Personal time can be used: December 29, 2013

CALENDAR YEAR 2014

New Year's Day	Wednesday, January 1, 2014
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 20, 2014
Memorial Day	Monday, May, 26, 2014
Independence Day	Friday, July 4, 2014
Victory Day	Monday, August 11, 2014
Labor Day	Monday, September 1, 2014
Columbus Day	Monday, October 13, 2014
Election Day	Tuesday, November 4, 2014
Veterans' Day	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 27, 2014
Christmas Day	Thursday, December 25, 2014

2014

Last day to apply "lose or use" Vacation and Personal time: December 27, 2014

First day upfront Vacation and Personal time can be used: December 28, 2014

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SCHEDULE F

	PLAN A	PLAN B
PCP REFERRAL REQUIRED	no	no
IN-NETWORK		
Calendar year deductible	\$0	\$0
Out-of-pocket maximum	n/a	n/a
Coinsurance	n/a	n/a
OFFICE VISITS		
Personal physician	\$15 co-pay	\$15 co-pay
Specialist	\$15 co-pay	\$15 co-pay
Allergy or dermatology services	\$15 co-pay	\$15 co-pay
Chiropractic	\$15 co-pay (up to 12 visits per CY)	\$15 co-pay (up to 12 visits per CY)
Routine eye exams	\$15 co-pay (1 annual exam)	\$15 co-pay (1 annual exam)
URGENT CARE		
Urgent Care Center	\$15 co-pay	\$25 co-pay
Emergency room visits	\$100 co-pay (waived if admitted)	\$100 co-pay (waived if admitted)
Ambulance service - ground	\$50 co-pay	100% coverage
Ambulance service - air & water	\$50 co-pay	100% coverage
PREVENTIVE & DIAGNOSTIC TESTS		
Lab services, machine tests and x-rays (preventive)	100% coverage	100% coverage
Lab services, machine tests and x-rays (diagnostic)	100% coverage	100% coverage
OTHER OUTPATIENT CARE		
Physical therapy	\$15 co-pay	\$15 co-pay
Occupational therapy	\$15 co-pay	\$15 co-pay
Speech therapy	\$15 co-pay	\$15 co-pay
Durable medical equipment	80% coverage	100% coverage
Prosthetic devices	80% coverage	100% coverage
Ostomy supplies	80% coverage	100% coverage
Orthopedic braces	80% coverage	100% coverage
Wigs (hair prosthesis)	80% coverage (up to \$350 max)	100% coverage (up to \$350 max)
Home health	100% coverage (some limitations)	100% coverage (some limitations)
Hospice care	100% coverage	100% coverage
INPATIENT CARE		
General or chronic disease hospital	100% coverage	100% coverage
Rehabilitation hospital care	100% coverage	100% coverage
Skilled nursing facility care	100% coverage (up to 180 days per yr)	100% coverage (up to 180 days per yr)
SURGICAL/MEDICAL SERVICES		
Surgery & related anesthesia	100% coverage	100% coverage
Obesity surgery	100% coverage	100% coverage
TMJ surgery	100% coverage	100% coverage
BEHAVIORAL HEALTH		
Inpatient mental health	100% coverage	100% coverage
Inpatient chemical dependency	100% coverage (detox: up to 5 admissions or 30 days in CY; rehab: up to 30 days per CY)	100% coverage (detox: up to 5 admissions or 30 days in CY; rehab: up to 30 days per CY)
Outpatient mental health	\$15 co-pay (up to 30 visits per CY)	\$15 co-pay (up to 30 visits per CY)
Outpatient chemical dependency	\$15 co-pay (up to 30 hours per CY)	\$15 co-pay (up to 30 hours per CY)
PRESCRIPTION DRUG BENEFITS		
Retail (30-day supply)	\$7/\$25/\$40	\$7/\$25/\$40
Mail-order (90-day supply)	2 times retail	2 times retail
OUT-OF-NETWORK		
Calendar year deductible	\$200 per ind / \$600 per fam	\$250 per ind / \$500 per fam
Out-of-pocket maximum	\$3,200 per ind / \$9,600 per fam (includes deductible)	\$3,000 per ind / \$6,000 per fam (includes deductible)
Coinsurance	80% coverage (based upon allowance)	80% coverage (based upon allowance)

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PERSONAL BUSINESS LEAVE

70 hour employee (7.0 hours = one day)

80 hour employee (8.0 hours - one day)

2011

Employees hired between January 1, 2011 and March 31, 2011 will be credited with 4 personal days.

Employees hired between April 1, 2011 and June 30, 2011 will be credited with 3 personal days.

Employees hired between July 1, 2011 and September 30, 2011 will be credited with 2 personal days.

Employees hired between October 1, 2011 and November 30, 2011 will be credited with 1 personal day.

2012

Employees hired between January 1, 2012 and March 31, 2012 will be credited with 4 personal days.

Employees hired between April 1, 2012 and June 30, 2012 will be credited with 3 personal days.

Employees hired between July 1, 2012 and September 30, 2012 will be credited with 2 personal days.

Employees hired between October 1, 2012 and November 30, 2012 will be credited with 1 personal day.

2013

Employees hired between January 1, 2013 and March 31, 2013 will be credited with 4 personal days.

Employees hired between April 1, 2013 and June 30, 2013 will be credited with 3 personal days.

Employees hired between July 1, 2013 and September 30, 2013 will be credited with 2 personal days.

Employees hired between October 1, 2013 and November 30, 2013 will be credited with 1 personal day.

2014

Employees hired between January 1, 2014 and March 31, 2014 will be credited with 4 personal days.

Employees hired between April 1, 2014 and June 30, 2014 will be credited with 3 personal days.

Employees hired between July 1, 2014 and September 30, 2014 will be credited with 2 personal days.

Employees hired between October 1, 2014 and November 30, 2014 will be credited with 1 personal day.

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MEMORANDUM OF AGREEMENT
ON
EARLY RETIREMENT INCENTIVE PROGRAM

This Memorandum of Agreement is entered into as of this 1st day of July, 2011 by and between the Narragansett Bay Commission ("NBC and Rhode Island Council 94, AFSCME, Locals 1010 and 2884 ("Council 94").

WHEREAS during negotiations with NBC for their respective successor collective bargaining agreement (the "CBA") for the period commencing July 1, 2011 through June 30, 2014, Council 94 discussed offering certain employees an additional early retirement incentive program (the "ERIP"); and

WHEREAS, NBC and Council 94 have agreed to the terms and conditions of the ERIP and are now desirous to memorialize their agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally and equitably bound hereby, NBC and Council 94 agree as follows:

(1) NBC shall offer the ERIP only to eligible employees in the respective bargaining units of Council 94.

(2) To be eligible to participate in the ERIP, an employee must be at least fifty (50) years of age by the date that he gives NBC notice that he plans to retire.

(3) To be eligible to participate in the ERIP, employees must have worked for NBC and/or the former Blackstone Valley District Commission for at

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least ten (10) years as of the date that he gives NBC notice that he plans to retire.

(4) Employee participation in the ERIP is completely voluntary.

(5) Any eligible employee, who elects to participate in the ERIP, must submit a written application for early retirement to NBC's Labor and Employee Relations Manager at least ninety (90) days prior to their intended retirement date.

(6) If his retirement date is between July 1, 2011 and June 30, 2014, an eligible employee shall receive a single lump sum payment of fifty (50) percent of his base salary to be paid at the time of retirement. The amount will be calculated on the base salary as of the date that he states his intention to NBC that he plans to retire. The term "base salary" as used herein is the current compensation level at step and grade which the employee is currently in; excluding longevity, merit pay, overtime pay, and any and all other forms of compensation under the CBAs. It is further expressly understood and agreed that the lump sum payment described herein shall be reduced by all regular and customary payroll deductions and withholdings, including without limitation, state and federal taxes, FICA, Medicare, etc.

(7) Any eligible employee electing to participate in the ERIP agrees that submission to NBC of a written application to participate in the ERIP shall constitute a notice to retire from employment with NBC.

VM J.P.P. wt. RM
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(8) Council 94, on behalf of each eligible employee electing to participate in the ERIP, agrees that any participating employee shall not receive benefits under the Employment Security Act, RIGL 28-42-1 *et seq.*, which benefits are commonly known as “unemployment compensation”. Council 94, on behalf of each employee electing to participate in the ERIP, does promise, covenant and agree not to apply for unemployment compensation on or after retirement from NBC, it being understood and agreed that an employee’s acceptance of benefits from NBC under the ERIP constitutes voluntarily leaving of employment without good cause, thereby rendering each employee ineligible for unemployment compensation. (*Hill v. Department of Labor and Training, Board of Review*, District Court, Sixth Division, Quirk, District Court Judge, A.A. No. 00-54).

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS

THIS 31st DAY OF MAY, 2011.

FOR THE NARRAGANSETT BAY COMMISSION

Karen E. Rossi
WITNESS

Raymond J. Marshall
RAYMOND J. MARSHALL, P.E.
EXECUTIVE DIRECTOR

James E. Gibson
WITNESS

Vincent J. Mesolella
VINCENT J. MESOLELLA
CHAIRMAN

FOR COUNCIL 94

Diane M. Buerger
WITNESS

Jack P. Palazzo
JACK P. PALAZZO
SR. BUSINESS AGENT, LOCAL 1010

Diane M. Buerger
WITNESS

Edward Taylor, III
EDWARD TAYLOR, III
PRESIDENT, LOCAL 1010

Diane M. Buerger
WITNESS

Stephen W. Strycharz
STEPHEN W. STRYCHARZ
PRESIDENT, LOCAL 2884

*VM.
JPR
KJM*

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN
THE

NARRAGANSETT BAY COMMISSION

AND

**RHODE ISLAND LABORERS'
DISTRICT COUNCIL**

ON BEHALF OF

**PUBLIC SERVICE EMPLOYEES'
LOCAL UNION 1033**

OF THE

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO**

FOR THE TERM
JULY 1, 2011 THROUGH JUNE 30, 2014

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INTRODUCTION

This Agreement is entered into as of the 1st day of July 2011 by and between the Narragansett Bay Commission (hereinafter referred to as "NBC" or "Employer") and Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 of the Laborers' International Union of North America AFL-CIO (hereinafter referred to as "Union" or "Local 1033").

Rates of compensation, benefits, hours of work and other terms and conditions of employment are set forth herein.

The NBC and Union encourage harmonious relations and peaceful procedures for the resolution of differences.

Delivery of services to the public in the most efficient, economical, effective, productive and safe manner is of paramount importance to the NBC and Union.

ARTICLE 1 RECOGNITION

1.1 The NBC recognizes Local 1033 as the sole and exclusive bargaining agent for all employees within the unit certified by the Rhode Island State Labor Relations Board in representation case numbered and docketed as EE-3315, excepting those employees as may be lawfully excluded from the bargaining unit.

1.2 The NBC agrees that it will not discharge or discriminate against a member of the bargaining unit as a result of membership or lawful activity in or on behalf of the Union. The NBC and the Union further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any activities of the Union protected by the *Rhode Island State Labor Relations Act*. The NBC and the Union agree that they will continue policies of non-

discrimination on the basis of an individual's race, color, creed, national origin, disability, religious affiliation, gender, age, sexual orientation or preference, or any other bases of prohibited discrimination. All references to an employee covered by this Agreement as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

1.3 Nothing contained herein shall be construed or interpreted so as to prevent compliance with any obligation imposed by the *Americans with Disabilities Act of 1990*.

1.4 The NBC and Union agree to maintain joint participation in NBC's Affirmative Action Advisory Committee in accordance with existing practices.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 Except to the extent that there is contained in this Agreement express and specific terms and provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibilities of the NBC to manage, direct and supervise its operations and affairs are retained by and reserved exclusively to it, including but not limited to: the right to direct, hire, layoff, promote, transfer and assign employees, including without limitation, determining work to be performed, scheduling work, shifts and hours, promoting employees, and establishing and maintaining standards for quality of work; to suspend, demote, discharge or otherwise discipline employees for just cause, or to relieve employees from duties because of lack of work or for other economic or operational reasons; to maintain the efficiencies of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted, including without limitation, the right to subcontract or privatize. The

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Employer has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the rights in this Article do not conflict with the terms and conditions of this Agreement and applicable law.

No provision of this Agreement shall be applied or construed to limit, impede, or abridge any of NBC's statutory authority or obligations.

ARTICLE 3
UNION SECURITY AND DUES DEDUCTION

3.1 Upon receipt by the NBC of a signed, voluntary authorization form by the employee, the NBC agrees to deduct from the pay of said employee Union membership dues and service fees as appropriately levied in accordance with its constitution and bylaws and remit the aggregate amount to the Secretary/Treasurer of Local 1033. Membership in the Union may be determined by each individual employee in the bargaining unit. All non-members of the Union shall pay to it a service charge as a contribution toward the negotiation and administration of the collective bargaining agreement in an amount equal to the regular bi-weekly membership of said organization. Such service fees shall be deducted by the NBC from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments. The NBC shall give written notice to the Secretary/Treasurer of the Union of those employees within the bargaining unit who become eligible for membership in the Union. The Union shall indemnify, defend and hold harmless the NBC and its officials, representatives, and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all

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reasonable legal costs that shall arise out of or by reason of action taken or not taken by the NBC in compliance with the provisions of this Article.

ARTICLE 4
SCHEDULE AND HOURS OF WORK

4.1 It is agreed that there shall be two (2) basic work weeks as follows:

1. A thirty-five (35) hour work week, consisting of five (5) consecutive days Monday through Friday of seven (7) consecutive hours exclusive of unpaid lunch period.

2. A forty (40) hour work week, consisting of (5) consecutive days of eight (8) consecutive hours.

Notwithstanding Sections 1 and 2 above, it is recognized that various other work schedules exist, which are peculiar to and appropriate for certain positions and which are acknowledged by the NBC and the Union to be consistent with the terms of this Agreement. Positions are hereby assigned to a work week in accordance with Schedule A.

4.2 Employees shall be granted a fifteen (15) minute break during the first and second halves of each workday. All employees shall be granted a meal period of not less than one-half (1/2) hour duration nor more than one (1) hour duration during each workday to be determined by the workday and schedule that applies. [Seven (7) hour work day, one (1) hour meal period; eight (8) hour workday, one-half (1/2) hour meal period.] It is expressly understood that the NBC retains the right to regulate and schedule the break periods established herein.

4.3 At the NBC's discretion, but subject to its statutory bargaining obligation, the schedule for work by shifts and hours may be changed to accommodate the NBC's

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statutory dictates, to enhance its efficiency or to maximize the delivery of services to the public.

4.4 Shift hours, upon being scheduled, will be posted.

4.5 When an employee is authorized and directed in writing by the NBC to work in a higher classification for a period of more than three (3) consecutive working days, that employee shall receive the lowest salary rate for that classification which provides a pay increase, retroactive to the first day of such assignment. Written authorization and direction to work in a higher classification shall be given to the employee within twenty-four (24) hours of the assignment.

ARTICLE 5
SALARY AND WAGE SCHEDULE

The salary and wages of the employees shall be in accordance with Schedules B, C, and D attached hereto and made a part hereof.

Effective the first full pay period after July 1, 2011, all bargaining unit classifications shall receive a one and three-quarter percent (1.75%) increase which is reflected in Schedule B.

Effective the first full pay period after July 1, 2012, all bargaining unit classifications shall receive a two percent (2.00%) increase which is reflected in Schedule C.

Effective the first full pay period after July 1, 2013, all bargaining unit classifications shall receive a two and one-quarter percent (2.25%) increase which is reflected in Schedule D.

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All employees represented by Local 1033 who are eligible for additional steps in the wage schedule will receive it in the first full pay period after July 1 of subsequent years.

Effective the first full pay period after July 1, 2013, the wage schedule will be amended to add a twelfth (12th) step.

Employees hired or promoted between July and December will be eligible for a step increase the subsequent July. Employees hired between January and June will be eligible for the cost of living adjustment only, if applicable, in July.

5.1 Advancement Incentive and Stipend – The NBC agrees to pay a stipend on a one-time only basis during the course of this Agreement in the amount of five hundred (\$500) dollars payable within thirty (30) days of NBC's receipt of proof that an employee has obtained a level of certification beyond that required by his current job classification after the employee's date of hire. There shall be no pyramiding of this benefit. In addition to paying the aforementioned stipend, the NBC shall also upgrade an Operator I to Operator II when he obtains an Operator II license and provides said proof within thirty (30) days of receipt of such proof.

ARTICLE 6 SHIFT DIFFERENTIAL

6.1 All employees who are regularly assigned to a work shift that commences at or after 3:00 p.m. and prior to 7:00 a.m. shall receive an additional one dollar and twenty cents (\$1.20) to their regular hourly rate.

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ARTICLE 7
OVERTIME

7.1 It is agreed that when it becomes necessary for the efficient conduct of the operations, affairs and business of the NBC, it may direct or authorize overtime work opportunities.

7.2 Overtime work opportunities shall be defined as the required performance of work in excess of the established work week.

7.3 Time and one-half shall be paid for all hours worked or paid for in excess of the employees' standard work week (35/40 hours) excepting sick leave or leave without pay; and each instance shall not be dependent on any other instance, and there shall be no duplication or pyramiding of overtime.

7.4 Overtime work opportunities shall be distributed fairly and equitably among eligible employees capable to perform the work in their respective divisions and classifications. These records will be furnished to the Union upon written request. NBC shall maintain records of the distribution of overtime opportunities and overtime payments in accordance with the law.

7.5 In any given pay period in the event that an employee discharges any sick leave, either with pay or without pay, he shall be permitted to work overtime only after he has worked his full thirty-five (35) or forty (40) hours, whichever is appropriate. Should an employee, who has discharged sick leave as stated above, accept work opportunities beyond the employee's regularly assigned hours of work, said employee shall receive straight time wages until he has worked a full work week. Should an employee, who has discharged sick leave as stated above, be directed by the NBC to work hours beyond the employee's regularly assigned hours of work, he shall receive overtime wages.

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Overtime, for purposes of this Section, shall mean the performance of hours of work in any work week which are in excess of an employee's established work week schedule, or when requested by the employer. Hours which are paid for but not actually worked, except planned vacation days, personal days, jury duty, and leave for death in the employee's immediate family shall not be counted as hours worked nor shall they otherwise be used in computing overtime compensation.

Notwithstanding other subsections of this Section, an employee who is granted leave with or without pay for the purpose of fulfilling a military obligation shall be eligible to perform overtime work.

7.6 A member of Local Union 1033 may perform bargaining unit work of the other bargaining unit consistent with current practices. Prior to implementing this provision, NBC will first exhaust offering overtime opportunities to the bargaining unit members within the appropriate section before offering it to the members of the other bargaining unit within the appropriate section. If there is no employee from within the appropriate section of either bargaining unit available, then NBC may assign the work to a non-union employee.

7.7 Snow Removal -- Notwithstanding Section 7.6, the parties agree that for purposes of snow removal that they will adhere to current practices, including the parties' November 1, 2007 letter agreement and will call qualified members of the respective bargaining units, regardless of Section, prior to offering said opportunity to a member of a different bargaining unit.

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ARTICLE 8
HOLIDAYS

8.1 The following days are recognized and shall be listed as official holidays: New Year's Day; Birthday of Martin Luther King, Jr.; Memorial Day; Independence Day; Victory Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day; any day on which a general election of officers is held as Election Day; any day which the Governor shall appoint as a holiday; any day which shall hereafter be appointed by the General Assembly to be a holiday.

8.2 Unless required to work pursuant to provisions of Section 8.4, an employee shall be entitled to time off at his regular rate of pay for the holidays specified above. When such holidays fall on his regularly scheduled work day, he shall be credited with the number of hours in his official work schedule for the day.

8.3 An eligible employee who is not required to work on a day observed as a holiday under this Article shall receive his ordinary straight time rate of pay for that day and no additional compensation.

8.4 Whenever an eligible employee is required to work on a day observed as a holiday under this Article, he shall receive his ordinary straight time pay for that day and time and one-half his straight time pay for each hour actually worked.

Whenever an eligible employee is required to work on Saturday or Sunday when a recognized holiday set forth in this Article falls on a Saturday or Sunday, he shall receive his ordinary straight time rate of pay for that day, and time and one-half of his straight time pay for each hour actually worked; provided, however, that should that employee also be scheduled and required to work on the preceding Friday or following Monday, which is the observed holiday pursuant to the attached Schedule E, he will be compensated his ordinary straight time pay for that day.

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If an employee requests the Saturday or Sunday holiday off, he may be granted time off in accordance with governing provisions of this Agreement. This time off shall be paid as Holiday Time. Should the employee then work Friday or Monday, the observed holiday, he shall receive straight-time pay.

8.5 If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for his absence on that date.

8.6 Notwithstanding any other provision of this Agreement, an employee who uses sick leave either the workday before or the workday after a holiday listed in this Article, may, in the discretion of the NBC, be required to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work in order to be eligible to receive holiday pay; provided, however, that the individual employee has been given notice of the requirement prior to the holiday.

NBC and the Union understand and agree that this Section 8.6 shall apply as follows: Should an employee call in sick or attempt to use sick leave on either his workday scheduled before or after a holiday listed in Section 8.1, then such an employee shall receive verbal or written notice of the requirement to produce sufficient medical documentation, at his expense, verifying the illness claimed and inability to work on any future claim for sick leave within the ensuing year for either the scheduled workday before or scheduled workday after a holiday. This provision shall not be applied to employees who discharge multiple days of sick leave which are inclusive of the day before or day after a holiday and who have provided sufficient medical documentation related thereto. Nothing herein shall be construed to limit, restrict, or

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abridge any of NBC's other rights to police and monitor the use of sick leave in accordance with any other provision of this Agreement.

ARTICLE 9
SPECIAL TIME OFF

9.1 Whenever it appears desirable, in the best interests of the NBC and its employees to allow collective absence from duty, the NBC may authorize employees to be excused at a stated time, providing that enough employees remain on duty to carry on crucial work. Employees who are required to work when other employees are so excused shall be paid their regular rate of pay. In addition, those employees shall receive time and one-half for each hour worked.

9.2 Each bargaining unit employee shall be granted a maximum of two (2) hours annually to attend an authorized Union social event on the condition that: (1) the Union seeks and obtains advance written approval from NBC's Labor and Employee Relations Manager thirty (30) days before the social event, and (2) the employee and Union submit evidence satisfactory to NBC that the employee attended the event.

ARTICLE 10
SENIORITY, SHIFT ASSIGNMENTS, POSTING AND FILLING OF
VACANCIES, LAYOFFS, RECALLS AND PROBATIONARY EMPLOYEES

10.1 The NBC and the Union recognize that seniority, as defined in this Article shall apply for the purposes of selecting shift preferences, days off, vacation time, vacation accrual, holiday leave, layoffs and recall within a classification.

10.2 The parties agree to recognize seniority as defined in the following manner:

- a) **Primary Seniority** – Length of service within a classification.

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- b) **Secondary Seniority** – Length of service in which an employee has worked in the next lower-rated classification hierarchy.
- c) **Total Seniority** – Length of service as an NBC employee, inclusive of service as an employee of the State of Rhode Island before July 1, 1999 and service as an employee of the City of Providence before May 1, 1982. Any NBC employee hired on or after July 1, 1999, shall not have any prior service with the State of Rhode Island or the City of Providence included as part of total seniority.

10.3 The NBC shall maintain a seniority list of employees by classification which shall be forwarded to the Union office semi-annually.

10.4 Shift assignments shall be posted and awarded to the employee with the most primary seniority.

10.5 This Section shall apply to filling vacancies in bargaining unit positions which NBC determines to fill. Upon declaration of a vacancy by NBC, notice of the vacancy shall be posted on the Union bulletin boards for a period of ten (10) days. Any employee may submit a bid for the vacancy to the Human Resources Manager, in writing, during the posting period.

10.6 In filling any vacancy, it is agreed and recognized that consideration shall be given by NBC to ability, qualifications and seniority. Where ability and qualifications are adjudged relatively equal by NBC between or among bidders for a vacancy, seniority shall govern.

NBC shall give due consideration to filling vacancies from employees within the bargaining unit through the application of this Section; provided, however, if no employees qualified for the posted job submit bids for the job, NBC may fill the job from any source.

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Any disagreement regarding the application of this Section shall constitute a grievance and be processed in accordance with the grievance and arbitration provisions of this Agreement.

10.7 In the event of lay-off, employees shall be laid off in the inverse order of seniority. A two-week notice of lay-off shall be given to the employees so affected.

10.8 In the event of recall, which is limited to a three (3) year period, the order of layoff described above shall be reversed; however, two (2) weeks recall notice shall not be required. An employee separated from NBC's payroll by virtue of layoff or reduction in force shall at all times during the recall period, keep NBC apprised of his current address and telephone numbers.

10.9 A probationary period shall not be required in the event of demotion.

10.10 An employee's accrual of seniority shall be terminated and seniority rights forfeited during the following breaks in service:

- a) Discharge, quit, retirement, or resignation;
- b) Failure to give notice of intent to return to work after a recall within ten (10) days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall absent extenuating circumstances;
- c) Failure to notify NBC of his absence from work within three (3) working days unless extenuating circumstances prohibit such notice;
- d) Failure to renew a leave of absence;
- e) Engaging in other work without authorization while on leave of absence;
- f) Layoff for a period of thirty-six (36) consecutive months or for a period equal to the employee's seniority, whichever is less.

10.11 Any newly hired member of the bargaining unit shall serve a six (6) month probationary period, commencing on the first day of employment. The six (6) month probationary period shall mean one hundred thirty (130) days actually worked in a classification. During said employment period, a probationary employee may be

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terminated for any reason, in the sole and exclusive discretion of the NBC, and shall have no redress through the grievance procedure.

10.12 An employee who is promoted shall serve a trial period up to one hundred thirty (130) actual working days during which time the NBC shall assess his ability to perform the duties of the position. If, in NBC's judgment, the employee is removed from the position at any time during the trial period, he shall be reinstated to his previous position.

10.13 Newly hired probationary employees shall not accrue vacation leave or seniority until the successful completion of the probationary period, at which point such entitlements shall accrue retroactive to the first date of employment. A probationary employee shall accrue and may discharge sick leave in accordance with the provisions of Article XII.

10.14 Other than those conditions stated in this Article, any and all rights and benefits provided by this Agreement shall apply to newly hired probationary employees, unless the parties agree otherwise.

ARTICLE 11 VACATIONS

11.1 Effective the first pay period each calendar year, employees shall be credited with vacation hours in accordance with the following schedule. Said hours shall not be subject to accrual and shall be designated as "Up Front Hours." The balance of an employee's vacation entitlement shall be subject to accrual in accordance with the following schedule. All vacation hours subject to accrual shall be accrued according to the following formula:

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SCHEDULE

YEARS OF SERVICE	UPFRONT HOURS		HOURS SUBJECT TO ACCRUAL		TOTAL HOURS	
	<u>35 hrs.</u>	<u>40 hrs.</u>	<u>35 hrs.</u>	<u>40 hrs.</u>	<u>35 hrs.</u>	<u>40 hrs.</u>
At least 6 months but not more than 5 years	14	16	56	64	70	80
At least 5 years but not more than 10 years	14	16	91	104	105	120
At least 10 years but not more than 15 years	28	32	98	112	126	144
At least 15 years but not more than 20 years	28	32	112	128	140	160
At least 20 years but not more than 25 years	63	72	119	136	182	208
Twenty-five years or more	63	72	133	152	196	224

SCHEDULE OF ACCRUAL

HOURS SUBJECT TO ACCRUAL		RATE
<u>35 Hours</u>	<u>40 Hours</u>	
56	64	.0308
91	104	.0500
98	112	.0538
112	128	.0615
119	136	.0654
133	152	.0731

"Up Front Hours" shall be indicated on the employee's payroll stub. The employee's balance of vacation entitlement shall be indicated by a separate entry on his

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payroll stub. New employees shall not be able to discharge earned vacation for a period of six (6) months.

11.2 In the event that an employee's work week schedule is changed from a standard forty (40) hour work week to a standard thirty-five (35) hour work week or in the event that an employee's work week is changed from a standard thirty-five (35) hour work week to a standard forty (40) hour work week, his accrued hours shall not be adjusted to reflect an equivalent number of days vacation in the new work week schedule. For example: If any employee is entitled to a total of fifteen (15) days vacation and is assigned to work a standard forty (40) hour work week is changed to a standard thirty-five (35) hour work week, the hours accrued pursuant to the formula for a standard forty (40) hour work week shall not be reduced to reflect an equivalent of seven (7) hour days vacation that would have been accrued in a standard thirty-five (35) hour work week schedule. Conversely, if an employee assigned to a thirty-five (35) hour work week is changed to a standard forty (40) hour work week, his accrued vacation hours shall not be increased to reflect an equivalent number of eight (8) hour days vacation that would have been.

11.3 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to his vacation credits, such employee or his estate shall, on such termination, be entitled to receive full pay for each hour of vacation to his credit as of the date of termination.

11.4 Vacation leave assignments shall be made in a fair and equitable manner. Each employee shall be allowed to take at least two (2) consecutive weeks (i.e. 70 hours for 35-hour employees or 80 hours for 40-hour employees) of vacation during the

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calendar year. The time of said vacation shall be with the approval of the immediate supervisor. Such approval will not be unreasonably withheld. Should a question arise between the employees as to when their vacation will be taken, the senior employee shall have preference.

11.5 Employees shall be allowed to carry over from one year to another not more than the vacation time accrued and credited in one year.

11.6 The NBC shall retain the final right to approve or deny all employee vacation leave requests. During the period of March 1 through March 31 of each calendar year, an employee may submit to his section manager, in writing, the vacation dates the employee desires to schedule for the period beginning May 1 and ending September 30. Another open request period will be made available beginning September 1 to September 30 for vacation dates the employee desires to schedule for the period beginning November 1 and ending January 31. The appropriate manager will approve or deny such request in writing not later than April 20 and October 21 of that calendar year. If during the open request periods two (2) or more employees request the same vacation date(s) and the NBC determines to approve some but not all vacation requests, the request of the senior employee shall be honored. Vacation scheduling requests received after the open request period shall be approved or denied by seniority by 3:00 p.m. on the Friday of the preceding week or within ten (10) days of submission, whichever is earlier.

ARTICLE 12
SICK LEAVE

12.1 Sick leave with pay shall be granted to employees covered by this Agreement subject to the conditions set forth in this Article. Sick leave will be

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authorized for a medically necessary absence from duty because of an inability to work caused by non-work related illness, injury or exposure to contagious disease.

In circumstances in which an employee's spouse, child or parent is ill, the employee may be granted sick leave, in accordance with NBC rules and regulations, if attendance upon said employee's spouse, child or parent is necessary. To be eligible to discharge family sick leave under Article 12, the employee may be required to submit a Family Health Care Provider Certificate on a form mutually agreed to by NBC and the Union substantiating the necessity for attendance upon such ill spouse, child or parent. Sick leave may be granted for less than a full day.

Employees incurring illness or injury arising out of the course of their employment may discharge sick leave during the waiting period before monetary statutory benefits commence.

12.2 Sick leave will not be allowed unless notification of illness or injury is reported in accordance with the following procedure:

A. CALL-IN FOR SICK LEAVE

- 1) All NBC employees in the Operations Division at either Field's Point or Bucklin Point are required to notify the on-duty supervisor at least one (1) hour in advance of the shift or he will be placed on unauthorized, unpaid leave for one (1) hour.
- 2) Any other NBC employee is required to notify his supervisor or his designee at least one-half (1/2) hour before the start of his workday or he will be placed on unauthorized, unpaid leave.
- 3) Any employee who reports to work after the start of his workday without prior notification of his supervisor may not use vacation, sick, or personal time to cover the time lost.

B. TELEPHONE REQUEST

- 1) When requesting sick leave, an employee is required to speak to his supervisor.

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- 2) If the supervisor is not available, the employee shall leave a message on the NBC voice mail system. The employee requesting the sick leave shall specify that he is requesting sick leave and should leave a phone number where he can be contacted by the supervisor.
- 3) The employee shall make the sick leave request himself.
- 4) If an employee fails to telephone a request for sick leave at the proper time (as noted in A above), he will be placed on unauthorized, unpaid leave as noted above.
- 5) For each day he is sick, the employee must telephone to request sick leave for that day unless appropriate medical documentation is submitted to the Office of Human Resources.

C. OTHER SICK LEAVE REQUIREMENTS

Any employee who discharges six (6) or more sick leave days in any six (6) month period for any reason; or discharges five (5) days of sick for the same reason (self or family) in any six (6) month period; or who has discharged sick leave in a pattern indicative of suspected abuse or impropriety, shall be notified by NBC and required to submit a Health Care Provider Certificate or other satisfactory evidence to NBC to justify any subsequent request to discharge sick leave for a period of one hundred eighty (180) days. Notwithstanding the foregoing, when an employee discharges sick leave and provides NBC with appropriate and sufficient documentation to justify said use of sick leave, NBC will not count said sick leave usage in the six (6) day and five (5) day time periods referenced above. Any such certificate must be signed by the employee's duly licensed health care provider or eligible family members' duly licensed health care provider, and may be on a Health Care Provider Certificate, and shall include confirmation of the employee's functional impairment to perform his regular duties and responsibilities or the necessity to attend to the eligible family member. NBC reserves the right to require any employee to undergo an independent medical evaluation (IME) by a physician which NBC selects from the Workers' Compensation Court's approved list of IME physicians. The IME physician shall certify the referred employee's functional impairment or his ability to perform his regular duties and responsibilities. NBC shall schedule and pay for any IME to the extent it is not fully covered by the employee's health insurance provided herein. An employee attending an IME shall be granted administrative leave, unless the IME is scheduled while he is discharging sick leave. Should a health care provider's certificate be insufficient in content, NBC may, at its option, require the employee to undergo an IME. An insufficient health care provider's certificate shall not be cause to place an employee on unauthorized, unpaid leave. Should an employee fail to provide the certificate or evidence specified herein, within a reasonable time period set by NBC, or attend a scheduled IME, then he shall be placed on unauthorized, unpaid leave and shall be subject to discipline up to and including discharge.

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An employee afflicted with a singular illness or injury, necessitating an absence of five (5) or more consecutive days, may, in NBC's discretion, be exempted from the mandates of this Section by submitting a written request to NBC's Labor and Employee Relations Manager accompanied by a healthcare provider certificate and/or any other documents reasonably requested by NBC. NBC shall not unreasonably deny any such employee request.

D. EXCEPTIONS

The NBC recognizes that from time-to-time, situations arise such as documentable emergencies and there will be a need for an employee to request a deviation from this policy. Each such request shall be considered on its merits on a case-by-case basis and will be approved or denied by the Executive Director or his designee.

12.3 Employees whose basic work week is thirty-five (35) hours shall accrue four (4) hours for each bi-weekly period of service; employees whose basic work week is forty (40) hours shall accrue five (5) hours for each bi-weekly period of service.

12.4 The Union and employees acknowledge and agree that regular and predictable attendance are indispensable and essential functions of each bargaining unit position. Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action. The employees are aware that if reasonable grounds exist to suspect a misuse of sick leave, they may be subject to surveillance during their scheduled working hours.

12.5 When the total accumulation shall amount to 1050 hours (150 days) for an employee assigned to a thirty-five (35) hour work schedule and 1200 hours (150) days for an employee assigned to a forty (40) hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

12.6A When the service of an employee shall be terminated by retirement (mandatory, voluntary or involuntary), or death, such employee or his estate shall be

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entitled to receive fifty percent (50%) of full pay for each hour of accrued sick leave in his credit as of the date of termination.

12.6B On an annual basis the sick leave bonus period will begin at the start of the first pay period in November and end in the last pay period of October the following year, if a non-probationary employee discharges a limited amount of sick leave and has no leave without pay, he shall be eligible to receive a cash bonus as follows:

<u>Hours Used</u> <u>35-Hour Employee</u>	<u>Hours Used</u> <u>40-Hour Employee</u>	<u>Cash</u> <u>Bonus</u>
0 – 21	0 – 24	\$175
21.1 – 35	24.1 – 40	\$125
35.1 – 49	40.1 – 56	\$75
49.1 – over	56.1 – over	-0-

12.7 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workers' Compensation Law, he shall be granted sick leave in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to that part of his salary which is paid as an addition to Workers' Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay. Provided, however, that if it shall be determined during the Workers' Compensation proceeding that the injury resulted from a physical assault arising out of the regular course of employment, the employee's leave shall not be reduced for the first twenty-six (26) weeks of the disability arising from such an assault. During the twenty-seventh (27th) week and thereafter for the duration of the employee's disability, deductions from accumulated credit shall be applied as indicated above.

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12.8 A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work for medical reasons.

- A. At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- B. It is agreed that pregnant employees, who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the NBC of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months and may be extended by mutual consent for an additional nine (9) months for no more than twelve (12) months. Subject to medical approval and certification, an employee may return to work at her option any time following childbirth.
- C. A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.

12.9 Any employee whose employment requires exposure to occupational hazards shall be granted special sick leave credits not to exceed one hundred twenty (120) hours in a calendar year. Such sick leave credits shall be available and sick leave granted upon written recommendation by the Executive Director that it has been determined by blood tests or other approved methods and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards.

12.10 Sick Leave Bank – The Union and the NBC agree to the establishment of an Employee Sick Leave Bank (“ESLB”), subject to the terms and conditions set forth herein and such rules and regulations as may be promulgated by the ESLB Committee.

The purpose of the ESLB is to generate a pool of employee-donated sick leave which may be used to compensate eligible employees afflicted with a major or

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catastrophic illness or injury (which is not compensable or covered under the Rhode Island Workers' Compensation Act) and who have exhausted all accrued and accumulated sick leave under Section 12.5 of this Article and all other forms of paid leave which may be accumulated under this Agreement.

The ESLB shall be funded with contributions of an employee from his accumulated sick leave. Employee contributions of sick leave are voluntary, but if made, shall be in an initial minimum amount of five (5) days to join the ESLB and two and one-half (2½) days per annual contribution period.

An employee's election to contribute to the ESLB must be expressed in writing on a form provided by NBC. An employee with less than twelve (12) accumulated days of sick leave shall not be permitted to donate to the ESLB under any circumstances. Employee sick leave contributions to the ESLB shall be made annually during the contribution period commencing December 1 and ending December 31. Adjustments to sick leave balances will be made during the first pay period in the subsequent calendar year. All employee sick leave contributions to the ESLB are irrevocable and without any reversionary rights in the donor-employee.

The ESLB shall be governed and administered by a four (4) member ESLB Committee consisting of two (2) designees of the Union, NBC's Executive Director or his designee and NBC's Labor and Employee Relations Manager who shall serve as a non-voting ex-officio member.

The ESLB Committee shall use such data and criteria as it, in its sole discretion, deems necessary for the purpose of assessing and passing upon the merits of any application for sick leave benefits, including but not limited to:

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a) competent medical evidence from a board certified specialist in a relevant field of medicine related to the applicant's affliction, verifying the applicant's diagnosis, treatment, disability from conducting the regular duties and responsibilities of his employment and prognosis;

b) prior utilization and exhaustion of all other sick leave benefits and all other forms of paid leave by the applicant pursuant to other Sections of this Article;

c) the amount of sick leave days donated in the bank and available for all employees in the bargaining unit; and

d) the number of applicants.

No employee shall be entitled to apply for or use sick leave benefits from the ESLB for the illness of anyone but the employee himself. No employee shall be entitled to apply for or use sick leave benefits from the ESLB unless he shall have contributed the initial minimum of five (5) days to join the ESLB and such other contribution requirements as the ESLB Committee may promulgate. No employee who is or has received Workers' Compensation benefits or benefits under the Temporary Disability Act shall be eligible to apply for or receive sick leave benefits from the ESLB. No employee may receive more than sixty (60) days of donated sick leave within five (5) calendar years, unless an extension is granted by the ESLB Committee. An employee discharging donated sick leave shall do so at his regular straight-time rate of pay.

Neither NBC nor the Union shall bear any obligation to replenish the depletion of the ESLB bank; provided, however, in the event of depletion, an employee with the requisite twelve (12) days minimum of accumulated sick leave may donate a portion of his excess accumulation to the ESLB.

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Should the ESLB be abolished through collective bargaining, interest arbitration or otherwise, there shall be no payment or restitution of contributed sick leave to any employee. Any and all disputes of any nature arising out of the administration of the ESLB shall not be subject to the grievance and arbitration provisions of this Agreement, it being expressly understood and agreed that all decisions of the ESLB Committee shall be final and binding.

12.11 Light Duty – The parties recognize the desirability of light duty assignments as a means of returning injured bargaining unit employees to productive employment.

The Executive Director, or his designee, with the agreement of the Union, shall define and assign transitional employment for bargaining unit employees who have job-related injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon receipt of clearly defined medical verification subject to the terms herein, the parties hereto shall agree to modify the tasks of the injured employee including job tasks, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury, and consistent with the needs of the NBC.

If no transitional employment is available in the employee's classification, the employee may be offered work outside his classification on a limited basis with approval of the Union.

The transitional employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the Union, and the NBC's Executive Director and the employee. The transitional employment period shall not exceed six (6)

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months unless mutually agreed upon by the Union, the Executive Director and the employee, with supporting medical documentation. In addition, the employee shall submit medical documentation on a monthly basis to the NBC.

If the employee cannot return to this classification and/or assignment based upon medical verification after attaining maximum medical improvement, the NBC will attempt to assist the employee with employment, education, or training in accordance with Workers' Compensation laws and any applicable state law.

If the injury is not job-related and the employee requests to return to work, the Executive Director, upon receipt of medical verification that the injured employee can perform limited tasks in his classification, subject to the needs of the department, and with the agreement of the Union, may modify the tasks of the employee's normal assignment to enable the employee to return to work after utilization of the employee's sick leave. Any agreement or approval of the Union under this Section shall not be unreasonably withheld.

Any such transitional employee will not displace or otherwise adversely affect any bargaining unit member while participating in existing statutory rights or responsibilities, including those contained in Title 28 or 42-87 of the R.I.G.L. or in the *Americans with Disabilities Act of 1990*.

12.12 To the extent it may be applicable, the Employer agrees to comply with governing state or federal medical leave legislation including the *Family and Medical Leave Act*, and the *Rhode Island Parental and Family Medical Leave Act*, as may be amended.

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ARTICLE 13
HEALTH AND DENTAL INSURANCES

13.1 Health and dental insurances for all employees in the bargaining unit shall be provided as follows.

NBC shall provide and said employees shall annually elect coverage as follows:

Option #1: See Benefit Summary set forth in Schedule F; or

Option #2: See Benefit Summary set forth in Schedule F.

Employee premium co-payment obligations for individual coverage are as follows:

Effective the first full pay period after July 1, 2011, employee co-sharing shall be the lesser of two percent (2.00%) of employee's base wages or thirteen percent (13.00%) of premium.

Effective the first full pay period after July 1, 2012, employee co-sharing shall be the lesser of two and one-half percent (2.50%) of employee's base wages or sixteen percent (16.00%) of premium

Effective the first full pay period after July 1, 2013, employee co-sharing shall be the lesser of three and one-quarter percent (3.25%) of employee's base wages or twenty percent (20.00%)

Employee premium co-payment obligations for family coverage are as follows:

Effective the first full pay period after July 1, 2011, employee co-sharing shall be the lesser of five percent (5.00%) of employee's base wages or thirteen percent (13.00%) of premium.

Effective the first full pay period after July 1, 2012, employee co-sharing shall be the lesser of six and three-quarters percent (6.75%) of employee's base wages or sixteen percent (16.00%) of premium.

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Effective the first full pay period after July 1, 2013, employee co-sharing shall be the lesser of eight and three-quarters percent (8.75%) of employee's base wages or twenty percent (20.00%) of premium.

Employees shall execute a payroll deduction authorization to satisfy the cost-sharing obligations under this Section. Employees may elect to pay their premium co-payments through payroll deduction on a pre-tax basis.

These coverages shall be individual or family as appropriate and as allowed under the rules of the provider.

Annual Wellness Incentives in the amount of \$300 for the contract year commencing July 1, 2011; \$400 for the contract year commencing July 1, 2012; and \$500 for the contract year commencing July 1, 2013, shall be applied to reduce employee co-share contributions providing employees satisfy the wellness criteria established by NBC.

13.2 NBC shall provide and bear the full cost of dental insurance for all employees in the bargaining unit, with an annual benefit of \$1200 per person/\$1200 lifetime orthodontia.

13.3 If an employee provides evidence of coverage with an alternative and substantially equivalent form of health insurance, and makes a voluntary written election to waive his right to health insurance on a form provided by NBC, he shall receive a stipend in lieu of coverage. The stipend in lieu of coverage shall not be included in base compensation for either pension or longevity calculation, nor shall it be considered for purposes of calculating any other employee benefit. The stipend in lieu of coverage shall be limited to two thousand five hundred (\$2500) dollars per calendar year (i.e. January to December) and may be prorated based upon the number of pay periods in

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which the waiver is effective. Any employee electing to waive health insurance coverage may rescind the election in conformance with the benefit status changes outlined in IRC 1.125-4. Rescission must be in writing on a form provided by NBC.

13.4 If an employee makes a voluntary written election to waive his right to dental insurance on a form provided by NBC, he shall receive a stipend in lieu of coverage. The stipend in lieu of coverage shall not be included in base compensation for either pension or longevity calculation, nor shall it be considered for purposes of calculating any other employee benefit. The stipend in lieu of coverage shall be one hundred ten (\$110) dollars per calendar year (i.e. January to December) and may be prorated based upon the number of pay periods in which the waiver is effective. Any employee electing to waive dental insurance coverage may rescind the election in conformance with the benefits status changes outlined in IRC 1.125-4. Rescission must be in writing on a form provided by NBC.

13.5 Notwithstanding any provision of this Article, after thirty (30) days notice to the Union, NBC shall have the right at any time to provide substantially equivalent group health or dental coverages under different plans than those referenced in Sections 13.1 and 13.2.

ARTICLE 14 RETIREMENT

14.1 Unless otherwise modified by mutual agreement of the parties, all employees employed by the NBC, will become members of the State Employees Retirement System, and will make contributions pursuant to the applicable statutes. Further, unless modified by mutual agreement of the parties, the NBC will not be obligated to contribute to any other pension system.

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ARTICLE 15
GROUP LIFE INSURANCE

15.1 Employees may participate in and purchase group life insurance coverage at an employee cost.

ARTICLE 16
LEAVE WITHOUT PAY

16.1 It is agreed that upon written application, an employee may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, or other purpose deemed proper and approved by NBC.

ARTICLE 17
JURY LEAVE

17.1 Every employee covered by this Agreement who is required to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his regular pay or his jury duty pay, whichever is the greater.

17.2 Every employee covered by this Agreement who is subpoenaed to appear in court on NBC business on a day off or during vacation, shall be compensated for the time expended. Any employee who expends time in accordance with this Section shall be paid at the rate of time and one-half. A minimum of four (4) hours shall be allocated to each employee, regardless of the time expended less than four (4) hours.

ARTICLE 18
MILITARY LEAVE

18.1 Every employee covered by this Agreement who has left or shall leave said position by reason of entering the armed forces of the United States (Active, Reserve or National Guard) and who has been employed for one hundred eighty (180)

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or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position, commencing with the time of leaving said position for said purpose of continuing throughout the duration of said absence required by continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

18.2 For the first sixty (60) calendar days of such involuntary absence, every such employee shall be paid by the NBC the same amount as he would have received had he not been absent from his position.

18.3 During the part of the period of leave described above for which the employee shall receive his salary, he shall also accrue such sick leave and annual leave credits as he would have accrued while working in said position during such period of sixty (60) days.

18.4 Employees on military leave shall be granted yearly salary increases when due in accordance with the conditions of eligibility outlined in these regulations.

18.5 At the conclusion of such military leave of absence, the employee shall be returned to his position, subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

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ARTICLE 19
MILITARY TRAINING LEAVE

19.1 Employees covered by this Agreement, who by reason of membership in the Reserve Forces of the United States or the National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose.

19.2 During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.

19.3 Such training activities as defined in this Section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

ARTICLE 20
CALL-IN TIME

20.1 Employees who are called in to report for emergency work after having left their place of employment and outside their regular scheduled work hours shall receive not less than four (4) hours pay at their overtime rate.

ARTICLE 21
BULLETIN BOARDS – MILEAGE

21.1 The NBC agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted.

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21.2 Any employee authorized by the NBC to use his personal car in carrying out his official duties shall be compensated at the rate set by the travel regulations of the Federal General Services Administration or as amended by it.

ARTICLE 22
UNION REPRESENTATION

22.1 Designation of Union Representatives – The NBC shall be required to recognize any employee as a Union representative provided that the Union has informed the NBC, in writing, of the employee's name, department, and designation as a Union representative. Among the NBC employees within the bargaining unit, the Union may designate and the NBC will recognize not more than any two (2) representatives to serve as the Union's agents in grievance representation of employees; provided, however, that the NBC will recognize up to four (4) representatives for collective bargaining agreement negotiations.

22.2 Leave for Union Business – The NBC will pay properly designated Union representative(s) (but in no event more than two [2] representatives for a grievance and four [4] representatives for collective bargaining negotiations) at his straight-time rate of pay for scheduled work hours lost in attendance at meetings with the NBC pertinent to collective bargaining, grievance adjustment, or representing an employee at any step of the grievance procedure and arbitration. The NBC may refuse to grant leave under this Section if, in the judgment of the NBC, the employee's absence would adversely impact the operations of the employee's department or section. Provided, however, that when an employee intends to be absent because he will be serving as a representative at a grievance, arbitration or Unfair Labor Practice (ULP) hearings, he shall be required to

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notify his Section Head of his intended absence at least one (1) week prior to the scheduled arbitration or ULP hearing.

Properly designated and authorized officers or stewards of the Union, not to exceed six (6), shall be granted time off without loss of pay, not to exceed thirty (30) hours per fiscal year per officer or steward, for the purpose of attending meetings of Public Service Employees' Local Union 1033, the Rhode Island Laborers' District Council or the Laborers' International Union of North America. It is expressly understood and agreed that the Union shall provide to NBC's Labor and Employee Relations Manager at least three (3) days advance notice of the date of any such scheduled meeting.

ARTICLE 23
DISCIPLINE

23.1 The NBC hereby agrees that no member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures set forth in this Agreement. Any reprimand will be conducted privately and in such a manner as to avoid embarrassment to the employee.

23.2 The NBC shall notify the Union's Business Manager in writing of the imposition of a form of discipline other than an oral reprimand. At any meeting at which the principal topic is the imposition of discipline, except for a counseling session, an employee will be informed of his right to Union representation. The NBC will honor any request in those circumstances.

23.3 Prior to imposing discipline or termination, the NBC may place an employee on administrative leave for a period of three (3) days. The NBC shall provide

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the employee with notice of allegations of misconduct and afford the employee an opportunity to be heard. If required, the period of administrative leave may be extended to ten (10) days.

23.4 If a disciplined employee has not engaged in any further misconduct or violated applicable employment policies, rules or regulations, and has otherwise satisfactorily performed the duties and responsibilities of his position, then documentation of the following forms of discipline shall be expunged from his employment records after expiration of the time period indicated.

FORM OF DISCIPLINE	TIME PERIOD
Oral Reprimand	6 months
Written Reprimand	1 year
Suspension	2 years from the final date of the suspension term
Demotion	2 years from the effective date of the demotion

An employee's request for expungement will not be considered by the NBC unless it is submitted in writing to his immediate supervisor and a copy of that notice is contemporaneously delivered to the Labor and Employee Relations Manager.

23.5 An employee who has exhausted all forms of leave under this Agreement and fails to report to work may be discharged, provided just cause exists.

ARTICLE 24
GRIEVANCE AND ARBITRATION PROCEDURES

24.1 Definition; Exemptions; Exclusivity

A grievance is a dispute between the employee (or the Union) and the NBC which involves the application, meaning or interpretation of the provisions of this

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Agreement; provided, however, that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this Article shall comprise the sole and exclusive dispute resolution process for a grievance.

24.2 Procedural Steps

Step 1 – Not later than five (5) days, excluding weekends and holidays, after the event giving rise to the grievance, or when the employee knows or with the exercise of reasonable diligence should have known of the event giving rise to the grievance, whichever is later, the employee (or the Union) must submit his grievance in writing to his section manager. The section manager or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the section manager or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

Step 2 – If the grievance is not settled at Step 1, it shall be presented in writing by the employee (or the Union) to the Executive Director within ten (10) days thereafter, excluding weekends and holidays. The Executive Director shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Executive Director fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

24.3 Written Presentation – All grievances presented in accordance with the procedures set forth in Section 24.2 shall be signed by the aggrieved employee or a duly authorized Union representative. The signer of the grievance shall make a good faith and *bona fide* effort to state: the facts giving rise to the grievance; the provisions of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved

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employee(s); and remedy sought. The Labor and Employee Relations Manager or the Executive Director may request a meeting with the employee and his duly authorized Union representative.

24.4 Time Limitations – The time limitations set forth in Section 24.2 are the essence of this Agreement and the failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 24.2, the Employer and Union may extend them by mutual written agreement.

24.5 Submission to Arbitration – Any grievance as defined in Section 24.1 of this Article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the NBC with written demand for arbitration within ten (10) days, excluding weekends and holidays, after the response of the NBC is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's and Union's right to demand arbitration.

24.6 Arbitrator Selection – The Union's demand for arbitration shall be submitted to the Labor Relations Connection (LRC) with a request that it furnish to the Union and the NBC a list of qualified and impartial arbitrators. The arbitration process shall be governed by the LRC's Labor Arbitration rules in effect as of the date of the demand for arbitration.

24.7 Arbitrator's Authority and Jurisdiction – The authority and jurisdiction of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement. The arbitrator shall have no authority:

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to add to, detract from, alter, amend or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which: (a) is violative or inconsistent with any of the terms of this Agreement or applicable law; (b) exceeds his jurisdiction and authority under law and this Agreement; or (c) involves any matter wherein the NBC's decision is final and binding under either the terms of this Agreement or by applicable law.

24.8 Binding Effect – Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

24.9 Fees and Expenses of Arbitration – The fees of the LRC and the fees and expenses of the arbitrator shall be shared equally by the Union and the NBC.

ARTICLE 25 PERSONAL BUSINESS LEAVE

25.1 Personal leave shall be credited to employees in accordance with the attached Schedule G. Employees shall not be requested to state a reason for personal leave. Personal leave shall not be carried over from year to year. An employee must obtain NBC's approval to discharge personal leave by providing at least twenty-four (24) hours notice in advance of the time requested personal leave is to commence. A request for personal leave shall not be granted if, in NBC's judgment, it would interfere with efficient operations; but shall not otherwise be unreasonably denied.

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ARTICLE 26
BEREAVEMENT LEAVE

26.1 Bereavement leave shall be granted to NBC employees for the death of their family members in accordance with the following:

<u>DECEASED FAMILY MEMBER</u>	<u>NUMBER LEAVE DAYS</u>
Spouse	5
Child	5
Mother	5
Father	5
*Domestic Partner	5
Step Child	3
Sister	3
Brother	3
Grandchild	3
Relative Living in Household	3
Mother-in-Law	2
Father-in-Law	2
Grandmother	2
Grandfather	2
Daughter-in-Law	2
Son-in-Law	2
Step Parents	2
Aunt/Uncle	1
Niece/Nephew	1
**First Cousin	1

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*Leave may be granted for domestic partner of the same or opposite sex who has lived in the same household as the employee for at least six (6) months and has made a commitment to continue to live as a family.

**Leave may be granted only for first cousins by blood (i.e. a relationship by consanguinity, not affinity, affection or otherwise).

Any needed additional days required by the employee may be utilized from the employee's sick leave accumulation.

26.2 Should a bargaining unit employee desire to discharge personal leave or vacation leave to attend the funeral service of an extended family member not covered within the bereavement leave provisions of this Agreement, then said bargaining unit employee shall be able to utilize personal leave or vacation leave to attend the funeral services of said extended family member.

ARTICLE 27
EDUCATIONAL INCENTIVE AND TUITION REIMBURSEMENT PROGRAM

27.1 Educational Incentive Program – Upon approval and in the discretion of the NBC, an employee will be reimbursed for courses taken which are deemed to be relevant and necessary to the employee's position or advancement to the next higher rated position within the classification. Each employee who has successfully completed a four-course curriculum, approved in advance by the NBC, shall be entitled to a one-step pay increment next above his current base step, or if the employee is at the maximum of the grade, an increment equal in amount to the difference between the last step in the pay range and that step immediately prior thereto.

27.2 Tuition Reimbursement Program – An education benefit will be made available to all members of the bargaining unit in accordance with the following:

- A. Tuition reimbursement shall be funded by the NBC in an amount not to exceed four thousand (\$4000) dollars per fiscal year. Any funds unused shall not be carried over from one fiscal year to another.

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- B. Employees shall be allowed to attend courses provided they are outside the employee's normal working hours.
- C. An Education Committee shall be established consisting of three (3) members appointed by the Executive Director and three (3) Union members appointed by the Union Business Manager. The Education Committee shall review all course requests and shall provide all policies and procedures for implementation of the tuition reimbursement program for undergraduate and graduate programs, and the career programs.
- D. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made on the basis of total seniority. Course reimbursement shall be upon successful completion of the course.

ARTICLE 28
RECLASSIFICATION AND/OR UPGRADING

28.1 Any employee who believes his duties and responsibilities more closely resemble those of a higher rated classification or any employee whose duties have been significantly changed to reflect duties required of a higher classification may seek reclassification or upgrading according to the following procedure:

- A. The employee shall submit a request in writing for reclassification to the Executive Director or his designee who shall furnish the employee with a questionnaire within five (5) working days of said request.
- B. Within five (5) working days from the receipt of the employees completed questionnaire, his immediate supervisor or his designee, shall forward said questionnaire to the Executive Director for evaluation.
- C. Within ninety (90) working days after receipt of said employee's completed questionnaire, the Executive Director shall issue his report which will include findings of fact and conclusions relative to the merits of the employee's claim. The report will be in writing and it will set forth specific reasons for approval or denial. A copy of this report will be forwarded to the employee and the Union's Business Manager.

The Executive Director's report will be deemed final and binding unless within ten (10) working days of its issuance the employee files a grievance, in which event the

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grievance shall be processed in accordance with the grievance and arbitration procedure set forth herein.

ARTICLE 29
NO STRIKES OR LOCKOUTS

29.1 Proscribed Activity by Employee/Employer – No employee covered by this Agreement shall engage in, induce, cause or encourage any strike, sit-down, sit-in, work slowdown, work cessation, work stoppage, work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this Agreement. The Employer will not cause a lockout of any employees.

29.2 Further, the Union and its representatives shall not in any way, directly or indirectly, authorize, assist, encourage, induce, participate in or sanction any strike, sit-down, sit-in, slowdown, work cessation, work stoppage or work interruption, work boycott, collective absenteeism for alleged illness or withholding of services of any kind during the life of this Agreement, or ratify, condone or lend support to any such conduct or action.

ARTICLE 30
HEALTH AND SAFETY COMMITTEES

30.1 All existing Health and Safety Committees shall be recognized and shall be comprised of an equal number of NBC and Union designees. Each such Committee shall meet at least once every three (3) months and shall address occupational health and safety issues which may arise. All employees are encouraged to immediately report, in writing, any perceived health and safety issue to the Committee for his site.

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Each such Committee shall apprise NBC of all health and safety issues as soon as they are reported and shall propose solutions which NBC shall evaluate.

ARTICLE 31
EARLY RETIREMENT INCENTIVE PROGRAM

31.1 NBC shall offer the Early Retirement Incentive Program ("ERIP") to eligible employees of Local 1033 in accordance with the terms and conditions of a Memorandum of Agreement of even date herewith which shall be incorporated by reference herein.

ARTICLE 32
DURATION OF AGREEMENT – SEPARABILITY

32.1 Duration of Agreement – This Agreement is effective from July 1, 2011 and shall continue in full force and effect through midnight on June 30, 2014.

32.2 Separability – If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

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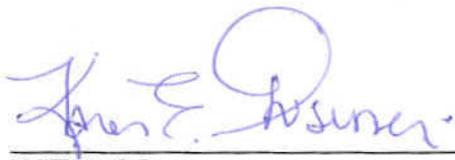
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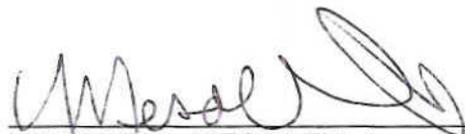
31st DAY OF MAY, 2011.

FOR THE NARRAGANSETT BAY COMMISSION:

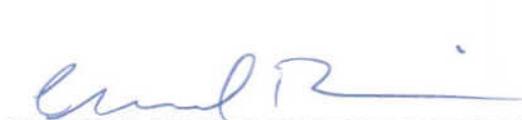

WITNESS


RAYMOND J. MARSHALL, P.E.
EXECUTIVE DIRECTOR


WITNESS


VINCENT J. MESOLELLA
CHAIRMAN

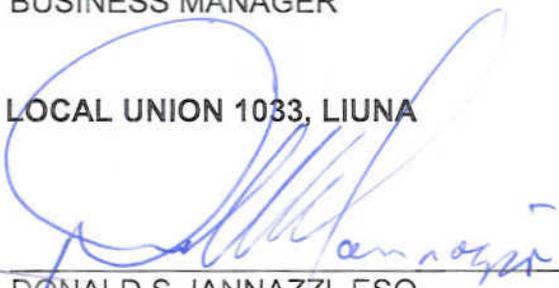
FOR THE RHODE ISLAND LABORERS' DISTRICT COUNCIL:


WITNESS


RONALD R. COIA
BUSINESS MANAGER

FOR PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033, LIUNA


WITNESS


DONALD S. IANNAZZI, ESQ.
BUSINESS MANAGER

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CLASS TITLE	WORK WEEK (Hours)
ADMINISTRATION AND FINANCE DIVISION	
<u>Customer Service Section</u>	
Customer Service Associate	35
Customer Service Representative	35
Customer Service Representative/Fiscal Clerk	35
Fiscal Clerk – Customer Service	35
<u>Human Resources Section</u>	
HR Clerk	35
<u>Purchasing Section</u>	
Fiscal Clerk – Purchasing	35
OPERATIONS AND ENGINEERING DIVISION	
<u>Interceptor Maintenance Section</u>	
Dispatcher	40
Heavy Equipment Operator (IM)	40
IM Clerical Assistant	40
IM Clerk	35
IM Operator II	40
IM Operator III	40
IM Operator IV	40
<u>Wastewater Treatment Section/Operations Unit</u>	
Asst. E&I Technician	40
Carpenter	40
E&I Technician (FP)	40
Electrician	40
Fleet Mechanic	40

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Inventory Control Clerk	40
Master Electrician (FP)	40
Mechanic I	40
Mechanic II	40
O&M Clerk	35
Operator I	40
Operator II	40
Process Monitor	40
Sr. Electrician	40
PLANNING, POLICY & REGULATION DIVISION	
<u>EMDA Section</u>	
Environmental Monitor	35
<u>Laboratory Section</u>	
Laboratory Clerk	35
Laboratory Technician	35
<u>Pretreatment Section</u>	
Pretreatment Clerk	35

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Schedule July 2011
with 1.75%

1	13.48	13.82	14.14	14.48	14.80	15.14	15.46	15.79	16.13	16.45	16.79
2	14.69	15.05	15.40	15.76	16.12	16.47	16.83	17.20	17.55	17.91	18.26
3	15.98	16.37	16.76	17.16	17.54	17.93	18.33	18.71	19.10	19.50	19.88
4	17.41	17.84	18.25	18.68	19.10	19.53	19.95	20.37	20.80	21.23	21.65
5	18.95	19.41	19.87	20.34	20.80	21.26	21.72	22.18	22.65	23.11	23.58
6	20.27	20.84	21.42	21.99	22.57	23.15	23.72	24.30	24.87	25.45	26.02
7	22.07	22.69	23.32	23.94	24.57	25.20	25.82	26.44	27.08	27.70	28.32
8	24.03	24.70	25.39	26.07	26.75	27.43	28.11	28.79	29.47	30.15	30.84
9	26.16	26.89	27.65	28.38	29.12	29.85	30.61	31.34	32.09	32.82	33.57
10	28.48	29.28	30.09	30.89	31.70	32.51	33.31	34.13	34.93	35.73	36.55

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Schedule July 2013
with 2.25%

1	14.06	14.42	14.74	15.1	15.44	15.79	16.12	16.47	16.82	17.16	17.52	17.89
2	15.32	15.7	16.06	16.44	16.81	17.18	17.56	17.93	18.3	18.68	19.05	19.43
3	16.67	17.08	17.48	17.89	18.29	18.7	19.12	19.51	19.92	20.34	20.74	21.15
4	18.16	18.61	19.04	19.48	19.92	20.37	20.81	21.25	21.7	22.14	22.58	23.03
5	19.76	20.25	20.73	21.22	21.7	22.18	22.65	23.13	23.62	24.1	24.59	25.09
6	21.15	21.74	22.34	22.93	23.54	24.14	24.73	25.35	25.94	26.54	27.14	27.75
7	23.02	23.66	24.33	24.97	25.62	26.28	26.93	27.58	28.24	28.89	29.54	30.20
8	25.06	25.76	26.48	27.19	27.9	28.61	29.32	30.03	30.74	31.44	32.17	32.92
9	27.28	28.05	28.83	29.6	30.37	31.14	31.92	32.69	33.47	34.23	35.01	35.81
10	29.7	30.54	31.38	32.22	33.06	33.91	34.74	35.59	36.43	37.26	38.12	39.00

SCHEDULE D

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Holidays occurring on a Saturday are observed on the preceding Friday; those on a Sunday on the Monday following.

CALENDAR YEAR 2011

New Year's Day	Saturday, January 1, 2011 (Observed Friday, December 31, 2010)
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 17, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Victory Day	Monday, August 8, 2011
Labor Day	Monday, September 5, 2011
Columbus Day	Monday, October 10, 2011
Veterans' Day	Friday, November 11, 2011
Thanksgiving Day	Thursday, November 24, 2011
Christmas Day	Sunday, December 25, 2011 (Observed Monday, December 26, 2011)

2011

Last day to apply "lose or use" Vacation and Personal time: December 31, 2011
First day upfront Vacation and Personal time can be used: January 1, 2012

CALENDAR YEAR 2012

New Year's Day	Sunday, January 1, 2012 (Observed Monday, January 2, 2012)
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 16, 2012
Memorial Day	Monday, May, 28, 2012
Independence Day	Wednesday, July 4, 2012
Victory Day	Monday August 13, 2012
Labor Day	Monday, September 3, 2012
Columbus Day	Monday, October 8, 2012
Election Day	Tuesday November 6, 2012
Veterans' Day	Sunday, November 11, 2012 (Observed Monday, November 12, 2012)
Thanksgiving Day	Thursday, November 22, 2012
Christmas Day	Tuesday, December 25, 2012

2012

Last day to apply "lose or use" Vacation and Personal time: December 29, 2012
First day upfront Vacation and Personal time can be used: December 30, 2012

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Holidays occurring on a Saturday are observed on the preceding Friday; those on a Sunday on the Monday following.

CALENDAR YEAR 2013

New Year's Day	Tuesday, January 1, 2013
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 21, 2013
Memorial Day	Monday, May 27, 2013
Independence Day	Thursday, July 4, 2013
Victory Day	Monday, August 12, 2011
Labor Day	Monday, September 2, 2013
Columbus Day	Monday, October 14, 2013
Veterans' Day	Monday, November 11, 2013
Thanksgiving Day	Thursday, November 28, 2013
Christmas Day	Wednesday, December 25, 2013

2013

Last day to apply "lose or use" Vacation and Personal time: December 28, 2013

First day upfront Vacation and Personal time can be used: December 29, 2013

CALENDAR YEAR 2014

New Year's Day	Wednesday, January 1, 2014
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 20, 2014
Memorial Day	Monday, May, 26, 2014
Independence Day	Friday, July 4, 2014
Victory Day	Monday, August 11, 2014
Labor Day	Monday, September 1, 2014
Columbus Day	Monday, October 13, 2014
Election Day	Tuesday, November 4, 2014
Veterans' Day	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 27, 2014
Christmas Day	Thursday, December 25, 2014

2014

Last day to apply "lose or use" Vacation and Personal time: December 27, 2014

First day upfront Vacation and Personal time can be used: December 28, 2014

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SCHEDULE F

	PLAN A	PLAN B
PCP REFERRAL REQUIRED	no	no
IN-NETWORK		
Calendar year deductible	\$0	\$0
Out-of-pocket maximum	n/a	n/a
Coinsurance	n/a	n/a
OFFICE VISITS		
Personal physician	\$15 co-pay	\$15 co-pay
Specialist	\$15 co-pay	\$15 co-pay
Allergy or dermatology services	\$15 co-pay	\$15 co-pay
Chiropractic	\$15 co-pay (up to 12 visits per CY)	\$15 co-pay (up to 12 visits per CY)
Routine eye exams	\$15 co-pay (1 annual exam)	\$15 co-pay (1 annual exam)
URGENT CARE		
Urgent Care Center	\$15 co-pay	\$25 co-pay
Emergency room visits	\$100 co-pay (waived if admitted)	\$100 co-pay (waived if admitted)
Ambulance service - ground	\$50 co-pay	100% coverage
Ambulance service - air & water	\$50 co-pay	100% coverage
PREVENTIVE & DIAGNOSTIC TESTS		
Lab services, machine tests and x-rays (preventive)	100% coverage	100% coverage
Lab services, machine tests and x-rays (diagnostic)	100% coverage	100% coverage
OTHER OUTPATIENT CARE		
Physical therapy	\$15 co-pay	\$15 co-pay
Occupational therapy	\$15 co-pay	\$15 co-pay
Speech therapy	\$15 co-pay	\$15 co-pay
Durable medical equipment	80% coverage	100% coverage
Prosthetic devices	80% coverage	100% coverage
Ostomy supplies	80% coverage	100% coverage
Orthopedic braces	80% coverage	100% coverage
Wigs (hair prosthesis)	80% coverage (up to \$350 max)	100% coverage (up to \$350 max)
Home health	100% coverage (some limitations)	100% coverage (some limitations)
Hospice care	100% coverage	100% coverage
INPATIENT CARE		
General or chronic disease hospital	100% coverage	100% coverage
Rehabilitation hospital care	100% coverage	100% coverage
Skilled nursing facility care	100% coverage (up to 180 days per yr)	100% coverage (up to 180 days per yr)
SURGICAL/MEDICAL SERVICES		
Surgery & related anesthesia	100% coverage	100% coverage
Obesity surgery	100% coverage	100% coverage
TMJ surgery	100% coverage	100% coverage
BEHAVIORAL HEALTH		
Inpatient mental health	100% coverage	100% coverage
Inpatient chemical dependency	100% coverage (detox: up to 5 admissions or 30 days in CY; rehab: up to 30 days per CY)	100% coverage (detox: up to 5 admissions or 30 days in CY; rehab: up to 30 days per CY)
Outpatient mental health	\$15 co-pay (up to 30 visits per CY)	\$15 co-pay (up to 30 visits per CY)
Outpatient chemical dependency	\$15 co-pay (up to 30 hours per CY)	\$15 co-pay (up to 30 hours per CY)
PRESCRIPTION DRUG BENEFITS		
Retail (30-day supply)	\$7/\$25/\$40	\$7/\$25/\$40
Mail-order (90-day supply)	2 times retail	2 times retail
OUT-OF-NETWORK		
Calendar year deductible	\$200 per ind / \$600 per fam	\$250 per ind / \$500 per fam
Out-of-pocket maximum	\$3,200 per ind / \$9,600 per fam (includes deductible)	\$3,000 per ind / \$6,000 per fam (includes deductible)
Coinsurance	80% coverage (based upon allowance)	80% coverage (based upon allowance)

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PERSONAL BUSINESS LEAVE

70 hour employee (7.0 hours = one day)

80 hour employee (8.0 hours - one day)

2011

Employees hired between January 1, 2011 and March 31, 2011 will be credited with 4 personal days.

Employees hired between April 1, 2011 and June 30, 2011 will be credited with 3 personal days.

Employees hired between July 1, 2011 and September 30, 2011 will be credited with 2 personal days.

Employees hired between October 1, 2011 and November 30, 2011 will be credited with 1 personal day.

2012

Employees hired between January 1, 2012 and March 31, 2012 will be credited with 4 personal days.

Employees hired between April 1, 2012 and June 30, 2012 will be credited with 3 personal days.

Employees hired between July 1, 2012 and September 30, 2012 will be credited with 2 personal days.

Employees hired between October 1, 2012 and November 30, 2012 will be credited with 1 personal day.

2013

Employees hired between January 1, 2013 and March 31, 2013 will be credited with 4 personal days.

Employees hired between April 1, 2013 and June 30, 2013 will be credited with 3 personal days.

Employees hired between July 1, 2013 and September 30, 2013 will be credited with 2 personal days.

Employees hired between October 1, 2013 and November 30, 2013 will be credited with 1 personal day.

2014

Employees hired between January 1, 2014 and March 31, 2014 will be credited with 4 personal days.

Employees hired between April 1, 2014 and June 30, 2014 will be credited with 3 personal days.

Employees hired between July 1, 2014 and September 30, 2014 will be credited with 2 personal days.

Employees hired between October 1, 2014 and November 30, 2014 will be credited with 1 personal day.

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MEMORANDUM OF AGREEMENT
ON
EARLY RETIREMENT INCENTIVE PROGRAM

This Memorandum of Agreement is entered into as of this 1st day of July, 2011 by and between the Narragansett Bay Commission and Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 of the Laborers' International Union of North America ("Local 1033").

WHEREAS during negotiations with NBC for a respective successor collective bargaining agreement (the "CBA") for the period commencing July 1, 2011 through June 30, 2014, Local 1033 discussed offering certain employees an additional early retirement incentive program (the "ERIP"); and

WHEREAS NBC and Local 1033 have agreed to the terms and conditions of the ERIP and are now desirous to memorialize their agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally and equitably bound hereby, NBC and Local 1033 agree as follows:

- (1) NBC shall offer the ERIP only to eligible employees of Local 1033.
- (2) To be eligible to participate in the ERIP, an employee must be at least fifty (50) years of age by the date that he gives NBC notice that he plans to retire.
- (3) To be eligible to participate in the ERIP, an employee must have worked for NBC and/or the former Blackstone Valley District Commission for at

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least ten (10) years as of the date that he gives NBC notice that he plans to retire.

(4) Employee participation in the ERIP is completely voluntary.

(5) Any eligible employee, who elects to participate in the ERIP, must submit a written application for early retirement to NBC's Labor and Employee Relations Manager at least ninety (90) days prior to his intended retirement date.

(6) If his retirement date is between July 1, 2011 and June 30, 2014, an eligible employee shall receive a single lump sum payment of fifty (50) percent of his base salary to be paid at the time of retirement. The amount will be calculated on the base salary as of the date that he states his intention to NBC that he plans to retire. The term "base salary" as used herein is the current compensation level at step and grade which the employee is currently in; excluding longevity, merit pay, overtime pay, and any and all other forms of compensation under this agreement. It is further expressly understood and agreed that the lump sum payment described herein shall be reduced by all regular and customary payroll deductions and withholdings, including without limitation, state and federal taxes, FICA, Medicare, etc.

(7) Any eligible employee electing to participate in the ERIP agrees that submission to NBC of a written application to participate in the ERIP shall constitute a notice to retire from employment with NBC.

(8) Local 1033, on behalf of each eligible employee electing to participate in the ERIP, agrees that any participating employee shall not receive

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benefits under the Employment Security Act, RIGL 28-42-1 *et seq.*, which benefits are commonly known as “unemployment compensation”. Local 1033, on behalf of each employee electing to participate in the ERIP, does promise, covenant and agree not to apply for unemployment compensation on or after retirement from NBC, it being understood and agreed that an employee’s acceptance of benefits from NBC under the ERIP constitutes voluntarily leaving of employment without good cause, thereby rendering each employee ineligible for unemployment compensation. (*Hill v. Department of Labor and Training, Board of Review*, District Court, Sixth Division, Quirk, District Court Judge, A.A. No. 00-54).

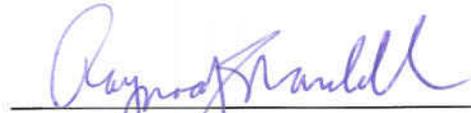
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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
THIS 31ST DAY OF MAY, 2011.

FOR THE NARRAGANSETT BAY COMMISSION



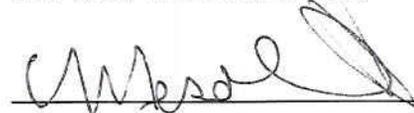
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RAYMOND J. MARSHALL, P.E.
EXECUTIVE DIRECTOR



WITNESS



VINCENT J. MESOLELLA
CHAIRMAN

FOR THE RHODE ISLAND LABORERS' DISTRICT COUNCIL



WITNESS



RONALD R. COIA
BUSINESS MANAGER

**FOR PUBLIC SERVICE EMPLOYEES'
LOCAL UNION 1033, LIUNA**



WITNESS



DONALD S. IANNAZZI, ESQ.
BUSINESS MANAGER

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Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-3 Please provide a copy of the non-union employee handbook.

Answer: See attached.

Prepared by: WEE

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MESSAGE FROM THE EXECUTIVE DIRECTOR

The topics addressed in the Non-Union Employee Handbook are important to all employees. Hopefully, it will address the questions most frequently asked and identifies your responsibilities, rights, privileges, and benefits.

NBC's intent is to create a workplace atmosphere designed to be responsive to employee problems and ensure that issues are handled with mutual dignity and respect.

NBC is proud to have you aboard to help us accomplish our mission "to maintain a leadership role in the protection and enhancement of water quality in Narragansett Bay and its tributaries by providing safe and reliable wastewater collection and treatment services to its customers at a reasonable cost".

Sincerely,

Raymond J. Marshall, P.E.
Executive Director

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INTRODUCTORY STATEMENT

The Non-Union Employee Handbook (Handbook) is designed to familiarize you with policies, procedures and benefits of the Narragansett Bay Commission (NBC). All employees must review and understand the contents. If you have any questions after you have read the Handbook or at any time during your employment, please contact the Human Resources Office (extension 435).

The policies, procedures and benefits described in this Handbook may be amended from time to time at the discretion of the NBC. The language used in this Handbook is not intended to, nor does it create a contract between the NBC and its employees for continued employment or employee benefits. Your employment with the NBC is at will and not for any specified term. In other words, by accepting employment at the NBC, you agree to render personal services to the NBC for an indefinite term. Either you or the NBC may terminate the employment relationship without cause.

Remember that the content of this Handbook does not constitute a contract of employment or a guarantee of future employment. It is offered for general informational purposes and is intended only as a guideline.

The policies and procedures set forth herein may be altered, from time to time, as circumstances may require, or as may be deemed necessary by the NBC. The NBC will endeavor to publish modifications of policies and procedures included herein and to notify you accordingly.

BACKGROUND OF THE NARRAGANSETT BAY COMMISSION (NBC)

The Narragansett Bay Commission (NBC) was established by the Rhode Island General Assembly in 1980 to improve the water quality of the Narragansett Bay and its tributaries. At that time, the Field's Point Wastewater Treatment Facility in Providence was responsible for allowing nearly 65 million gallons of untreated or partially treated sewage to flow into Rhode Island's waters everyday, jeopardizing the state's and region's environmental and economic well-being.

The NBC took over the failing facility from the City of Providence in 1982; and spent the next decade and over ninety million dollars rehabilitating and transforming the facility into a state-of-the-art operation. In 1992, when the Field's Point facility's rehabilitation was complete, the NBC expanded its responsibilities to include the acquisition of the former Blackstone Valley District Commission and its Bucklin Point Wastewater Treatment Facility in East Providence.

The NBC service area encompasses the metropolitan Providence and Blackstone Valley areas, which includes Providence, North Providence, Johnston, Pawtucket, Central Falls, Cumberland, Lincoln, the northern portion of East Providence and small sections of Cranston and Smithfield.

As a regulated public utility, the NBC relies solely on sewer charges to fund the 24 hour a day, 7 day a week operation of the state's two largest wastewater treatment facilities and wastewater collection system.

The NBC has been locally and nationally recognized for its vast environmental achievements to improve the condition of Narragansett Bay and its contributing waterways.

We would like to welcome you as the newest member of the NBC, an organization committed to protect and preserve Narragansett Bay and its tributaries.

100 EMPLOYMENT

101 EMPLOYEE RELATIONS

The NBC believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns directly to their supervisors or the Labor and Employee Relations Manager, extension 340.

When employees communicate directly with supervisors, it creates a positive work environment. We believe that the NBC demonstrates its commitment to employees through timely and effective responses to employee concerns.

102 EQUAL EMPLOYMENT OPPORTUNITY

The NBC embraces Equal Opportunity and Affirmative Action as both an ethical commitment and sound policy in all employment decisions. It is the policy of the NBC to promote fair and equitable treatment of all employees, and to comply with Federal and State legislation in an active commitment to Equal Employment Opportunity and Affirmative Action.

Employment decisions include hiring, upgrading, promotion or demotion, recruitment, advertising, solicitation for positions of employment, treatment during employment, compensation or other forms of remuneration, layoff or termination.

Equal Opportunity requires that organizational practices guarantee the same opportunities to all individuals regardless of race, color, sex, age, national origin, gender identity or expression or other factors that cannot, by law, be used to exclude them from participating fully in the system.

Affirmative Action is the use of positive, results oriented practices to ensure that protected members of under-represented classes will be represented at the NBC. This is in keeping with federal and state law. Employee inquiries should be directed to the Human Resources Manager, extension 435.

The complete Affirmative Action Plan is available for review in the Human Resources Office. Copies of the Affirmative Action and Equal Employment Opportunity Policy are posted on all main NBC bulletin boards and on Baynet.

The NBC has created an Affirmative Action Committee. Interested parties should contact the Human Resources Office.

103 AMERICANS WITH DISABILITIES ACT

The NBC complies with the federal Americans with Disabilities Act (ADA) of 1990. The NBC bases all employment decisions on an employee's qualifications to perform the essential functions of the job, with or without reasonable accommodations that do not impose an undue hardship on the NBC. Issues concerning the ADA and/or reasonable accommodations should be brought to the attention of the Human Resources Manager.

There are situations where issues concerning ADA are initially handled by the Labor and Employee Relations Manager, and then communicated to the HR Manager for implementation.

104 INFORMATION, COUNSELING, AND ADVOCACY

Anyone may seek advice, information or counseling on any matter, including matters relating to harassment. Names and telephone numbers of these resources are listed under "Information/Counseling Resources".

105 INFORMATION/COUNSELING RESOURCES

NBC provides EAP services to all NBC employees and their eligible family members. Resources International Employee Assistance Services (RIEAS) can be reached at 1-800-445-1195 for confidential help. (For more information, see Section 516 on page 24.)

106 INTERNAL CONTACT LIST

Human Resources Manager	401-461-8848, extension 435
Labor and Employee Relations Manager	401-461-8848, extension 340
Executive Director	401-461-8848, extension 300

107 EXTERNAL FILING REMEDIES

While it is NBC's goal to investigate and resolve harassment complaints internally, individuals who believe they have been subjected to discrimination and/or harassment may also file a formal complaint with either or both of the following Governmental Enforcement Agencies:

RI Commission for Human Rights	401-222-2662
Equal Employment Opportunity Commission	800-669-4000

108 PROMOTIONS

The NBC supports the personal and professional growth of all personnel. When job vacancies occur, employees will be considered for promotion if they show initiative, are high performers, and possess at least the minimum qualifications in education and experience.

109 HIRING OF RELATIVES

The employment of relatives or household members can cause serious problems, including charges of favoritism, conflicts of interest, family discord and scheduling conflicts that work to the disadvantage of both the Commission and its employees. Therefore, it is the policy of the NBC not to hire relatives or household members of any current employee or board member in any capacity. Please refer to NBC's Anti-Nepotism Hiring Policy for an expanded definition of relative/household member.

110 IMMIGRATION LAW COMPLIANCE

The NBC will comply with its obligations under the Immigration Reform and Control Act of 1986. This statute makes it illegal to discriminate against any individual (other than an alien not authorized to work in the U.S.) in hiring, discharging, or recruiting or referring for a fee because of that individual's natural origin or citizenship status. It is illegal to discriminate against work eligible individuals.

111 CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the NBC wishes its business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Employees should contact NBC's General Counsel for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the NBC's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she disclose to NBC's General Counsel as soon as possible the existence of any action or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which NBC does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving NBC.

112 ETHICS STATEMENT

Employees are reminded that they are under the jurisdiction of the Rhode Island Ethics Commission; and therefore, subject to its regulations as set forth in Rhode Island General Laws §36-14-1 et seq. In addition, it is the policy of the NBC that each employee shall work for the benefit of the NBC, its customers and the public it serves. Public confidence and trust are eroded when the conduct of the NBC is subject to improper influence or even the appearance of such. Employees shall not exceed their authority, breach the law, act dishonestly or ask others to do so. They shall discharge faithfully their duties and responsibilities regardless of personal considerations, recognizing that the public interest must be their primary concern. They shall conduct their official duties in such a manner as to bear the closest public scrutiny, an obligation that is not fully discharged by simply acting within the law. Failure to conduct one's self in accordance with this policy may be cause for disciplinary action, up to and including termination.

Every NBC employee shall conscientiously fulfill all of the duties of his/her office or position. By way of example, but without limitation, the following precepts shall apply to all NBC employees.

(1) No NBC employee shall, while serving as such, have any financial interest, or engage in any employment, or incur any obligation which is in direct conflict with the proper discharge of his duties or employment with the NBC.

(2) No NBC employee shall accept any other employment which will impair his/her independence of judgment as to his/her official duties or employment with the NBC or which may require him/her to disclose confidential information acquired in the course of and by reason of his/her official duties for the NBC.

(3) No NBC employee shall willfully and knowingly disclose, for pecuniary gain, to any person, confidential information acquired in the course of and by reason of his/her official duties.

(4) No NBC employee shall use his/her position or office with the NBC or confidential information received through his/her position with the NBC to obtain financial gain.

(5) No NBC employee shall engage anyone with NBC funds who does not perform tasks which contribute substantially to the interests of the NBC and which are commensurate with the compensation received.

If employees have questions or concerns regarding a particular ethical situation, they should request a written opinion from the NBC's legal counsel and/or the Rhode Island State Ethics Commission prior to engaging in any potentially unethical behavior.

113 OUTSIDE EMPLOYMENT

No full-time employee shall during the period of his/her employment by the NBC engage in any other private employment, profession or business, except with proper notice to the Executive Director. Employees may hold outside jobs as long as they meet the performance standards of their job with the NBC. All employees will be judged by the same performance standards and will be subject to the NBC's scheduling demands, regardless of any existing outside work requirements.

If the NBC determines that an employee's outside work interferes with performance or the ability to meet the requirements of the NBC as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the NBC. Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the NBC for materials produced or services rendered while performing their jobs.

200 GETTING STARTED

201 EMPLOYEE IDENTIFICATION CARD

All new employees receive photo identification cards (ID card). Human Resources initiates the paperwork for you to obtain your card. Your ID card is required to access the time clock as well as into NBC Buildings; and must be visible at all times. The ID card is the property of the NBC and must be returned upon termination of employment.

202 RESPONSIBLE USE OF ELECTRONIC MAIL/VOICE MAIL/ INTERNET

NBC provides Voice Mail, Electronic Mail (e-mail) and internet access for use by NBC employees primarily for NBC business. All e-mail, voice mail messages, and other communication sent internally or externally using NBC's computers or communications systems are the property of NBC. Therefore, employees should not expect that any messages transmitted using these systems are private.

Please refer to the NBC's Policies Manual or Baynet to review the complete policies.

300 EMPLOYMENT STATUS AND RECORDS

301 EMPLOYMENT CLASSIFICATIONS

Employment classifications at the Narragansett Bay Commission are defined as:

- Full/Part Time

Full Time – A position that is budgeted for 1,820 (70 hour pay period) or 2,080 (80 hour pay period) or more regular work hours per year.

Part Time – A position that is budgeted for more than 30 hours but less than 70 hours per pay period.

- Exempt/Non-Exempt

Exempt – In accordance with the Fair Labor Standards Act (FLSA), a position that is excluded or exempt from overtime compensation for time worked in excess of regularly scheduled hours per week is classified as Exempt.

Non-Exempt – In accordance with FLSA, a position that is compensated at time and one half hours for hours worked in excess of regularly scheduled hours per week is classified as Non-Exempt.

Overtime

NBC compensates all Non-Exempt staff members for hours worked in excess of their 35 or 40 regularly scheduled hours in a workweek at one and one-half times their hourly rate. This is in compliance with the FLSA. Overtime must be approved by the supervisor in advance. All hours up to an employee's regularly scheduled hours during any given pay period will be considered regular hours.

302 PRE-EMPLOYMENT SCREENING

The NBC relies upon the accuracy of information contained in the employment application as well as the accuracy of other data presented throughout the hiring process and employment.

To ensure that individuals who join the NBC are well qualified and have a strong potential to be productive and successful, it is the policy of the NBC to check the employment references, educational credentials and other data provided during the pre-employment process of all selected applicants. Any material misrepresentations, falsifications, or omissions in any of this information or data shall result in the NBC's exclusion of the individual from further consideration for employment and/or referral

for criminal prosecution. Should any material misrepresentations, falsifications or omissions in any of the information or data provided in the pre-employment process be discovered subsequent to hire, the employee shall be subject to immediate discharge.

A preplacement physical, drug screen, and background criminal investigation are required as part of the post offer/preplacement process. In addition, a motor vehicle record check may also be required.

303 AT WILL EMPLOYMENT AGREEMENT

All non-union employees must sign an At Will Employment Agreement prior to their start date. A copy of an agreement may be obtained in the Human Resources Office.

304 ACCESS TO PERSONNEL FILES

The NBC maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the NBC, and access to the information they contain is restricted. The personnel files are accessible only to authorized Human Resources staff, Labor and Employee Relations Manager, and Directors who have a valid demonstrable need to obtain specific information from an employee's personnel record.

305 PERSONAL DATA CHANGES

Employees must notify the Human Resources Office of any changes that need to be made in the following categories: name, address, telephone number, marital status, dependents, beneficiaries, and emergency contact information. This will enable the Human Resources Office to maintain accurate records, thus allocating your proper pay, deductions and benefits.

306 PERSONNEL FILE REVIEW

Any employee who wishes to view his/her personnel file must submit a written request to the Human Resources Office to schedule a mutually convenient appointment. Employees may review their own personnel files in the NBC's offices and in the presence of a Human Resources staff member.

307 COMPENSATION

Compensation should be viewed as including the following components: 1) annual base salary; 2) the value of the NBC's employee benefits, such as health, dental, vision or waiver, long term disability insurance, retirement plan contributions, and plans such as tuition reimbursement, employee assistance, professional development opportunities, 3) lump sum merit increases, and 4) sick leave bonuses.

308 COMPENSATION PHILOSOPHY

The objective of the NBC's Non-Union Salary Administration Program is to ensure that the organization is able to attract, retain and motivate qualified and productive employees in a fair and equitable manner while providing a framework where compensation decisions are based on skills, knowledge and performance of the individual. The NBC's Personnel Committee has been established to oversee compensation policies and practices.

309 PERFORMANCE EVALUATIONS

The performance evaluation process for non-union employees takes place twice a year on a common date for all employees; and increases, if awarded become effective as of the first day of the common pay period established for all employee increases. This process is an opportunity for an employee and his/her supervisor to have an in-depth, individualized discussion that formalizes job performance expectations, documents performance results and offers an opportunity for joint development of performance objectives for the coming year.

310 POST EMPLOYMENT REFERENCES

When an employee leaves the NBC and has completed the "Release Form", the Human Resources Office will respond to reference check inquiries. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry. The Human Resources Office is the only department authorized to respond to reference inquiries.

400 EMPLOYEE LEAVES

401 BEREAVEMENT LEAVE

Bereavement leave shall be granted to NBC employees for the death of their family members in accordance with the following:

Deceased Family Member	Number of Leave Days Per Incident
Spouse	5
Child	5
Mother	5
Father	5
*Domestic Partner	5
Step Child	3
Sister	3
Brother	3
Grandchild	3
Relative Living in Household	3
Mother-in-Law	2
Father-in-Law	2
Grandmother	2
Grandfather	2
Daughter-in-Law	2
Son-in-Law	2
Step Parents	2
Aunt/Uncle	1
Niece/Nephew	1
**First Cousin	1

* Leave may be granted for domestic partner of the same or opposite sex who has lived in the same household as the employee for at least 6 months and has made a commitment to continue to live as a family.

** Leave may be granted only for first cousins by blood, i.e. a relationship by consanguinity, not affinity, affection or otherwise.

Any needed additional days required by the employee may be utilized from the employee's sick leave accumulation.

Should an employee desire to discharge personal leave or vacation leave to attend the funeral service of an extended family member not listed above, then the employee shall be able to do so with the approval of his/her supervisor.

One day of Bereavement leave shall be calculated as 7 or 8 hours depending upon an employee's standard hours worked not flex-time hours worked. Bereavement leave for regular part-time employees will be calculated on a prorated basis.

402 HOLIDAYS

The NBC will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Birthday (third Monday in January)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Victory Day (second Monday in August)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Election Day (in years of election of Rhode Island General Officers and/or US President)
- Veterans' Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (December 25)

The NBC will grant paid holiday time off to all eligible employees. Regular part-time employees will receive a prorated amount based upon the actual number of hours worked.

A recognized holiday that falls on a Saturday will generally be observed on the preceding Friday. A recognized holiday that falls on a Sunday will generally be observed on the following Monday. If a recognized holiday falls during an eligible employee's paid absence (i.e. vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If an eligible Non-Exempt employee works on a regular holiday, he/she will receive holiday pay plus wages at one and one-half times his/her straight time rate for the hours worked on the holiday. Paid time off for holidays will be counted as hours worked for the purposes of determining overtime.

If you are not sure of the classification of your position (Exempt/Non-Exempt), please contact the Human Resources Office.

Holidays are calculated as 7 or 8 hours depending upon an employee's standard hours worked not flex-time hours worked.

403 PERSONAL LEAVE

The NBC shall allow each employee a maximum of 28 hours leave for a 35 hour work week and 32 hours leave for a 40 hour work week per calendar year to be used for personal business and/or religious observance. Accruals of regular part-time employees will be prorated based upon actual number of hours worked. Personal leave shall not be carried over from year to year.

Employees must request personal leave in advance but shall not be required to state the reason for personal leave. Personal leave may only be denied if the resulting absence interferes with the proper conduct of the operational function of the NBC.

New employees will be granted one personal day per quarter per calendar year based upon the quarter that they are hired. Employees hired prior to April 1st shall be entitled to 28 hours/32 hours personal leave if they are a 70 hour or 80 hour per pay period employee accordingly. Employees hired between April 1st and June 30th shall be entitled to 21 hours/24 hours personal leave. Employees hired between July 1st and September 30th shall be entitled to 14 hours/16 hours personal leave. Employees hired on/after October 1st shall be entitled to 7 hours/8 hours personal leave.

Upon voluntary termination of employment, employees will be paid for unused personal time.

404 VACATION LEAVE

NBC provides paid vacation for all regular full time employees. Paid vacation accruals are pro-rated for employees who work less than 1,820 (70 hour per pay period employees) or 2,080 (80 hour per pay period employees). Vacation time is accrued biweekly based upon hours worked. Upfront days, which are part of the allotted days per year, are based on length of service. Upfront days are credited with the first paycheck of the year and are not subject to accrual. Unused vacation days may be carried over the next calendar year to a maximum based on years of service.

Length of Service	Days per Year	Upfront Days	Maximum Carry-over Days per Year
Less than 5 yrs.	10	2	10
5 yrs. or more, less than 10	15	2	15
10 yrs. of more, less than 15	18	4	18
15 yrs. or more, less than 20	20	4	20
20 yrs. or more, less than 25	26	9	26
25 yrs. or more	28	9	28

Upon separation of service from NBC, an employee is entitled to payment of all unused vacation time at the salary rate in effect on the date of termination.

405 RETURN OF VACATION TIME

If an employee is hospitalized during vacation, vacation time can be returned to the employee; and sick leave will be charged. If a member of the employee's immediate family (as defined in Bereavement Leave, Section 401, page 16) dies during the

employee's vacation, vacation time can be returned; and bereavement leave will be charged. Requests for return of vacation must be submitted to the Human Resources Office.

406 SICK LEAVE

Sick leave with pay shall be granted to eligible employees. Sick leave will be authorized for a medically necessary absence from duty because of an inability to work caused by non-work related illness, injury or exposure to contagious disease.

In circumstances in which an employee's spouse, child or parent is ill, the employee may be granted family sick leave, if attendance upon said employee's spouse, child or parent is necessary. To be eligible to receive family sick leave under such circumstances for a period longer than three (3) consecutive days, the employee shall be required to submit an affidavit substantiating the necessity for attendance upon such ill spouse, child or parent. Family sick leave may be granted for less than a full day. During any calendar year, an employee may take up to 10 days for this purpose. In cases of catastrophic illness, injury or accident, a written request with the appropriate documentation for additional family-related sick leave beyond the 10-day allowance may be submitted to the Executive Director for consideration.

Sick leave will not be allowed unless notification of illness or injury is reported in accordance with the following procedure:

1. Employees are required to notify their supervisor or his/her designee at least one-half (1/2) hour before the start of their workday or in accordance with specific division procedure or they may be placed on unauthorized, unpaid leave.
2. When requesting sick leave, employees are required to speak to their supervisor. If the supervisor is not available, employees shall leave a voice mail message and must either speak with a representative from the Human Resources Office or call the supervisor back to confirm that the message was received.
3. Employees requesting the sick leave shall clearly state that fact and should leave a phone number where they can be contacted by the supervisor.
4. For each day employees are sick, they must telephone to request sick leave for that day unless appropriate medical documentation is submitted to the Human Resources Office.
5. Employees who report to work after the start of their workday, without prior notification of their supervisor, should notify their supervisor upon their arrival. At their supervisor's discretion, arrangements may be made to work beyond their normally scheduled quit time to cover the time lost.

(Sick leave accrual chart on page 20.)

Hours per Pay Period	Accrual per Pay Period	Maximum Accrual per Year
70 hours	4.0 hours	1,050 hours (150 days)
80 hours	5.0 hours	1,200 hours (150 days)

407 SICK LEAVE PAY-OUT

When the service of an employee shall be terminated by retirement (reaching the age of 50 with a minimum of 10 years of service to the NBC), or death, such employee or his/her estate shall be entitled to receive 50% of full pay for each hour of accrued sick leave in his/her credit as of the date of termination.

408 SICK LEAVE BONUS

On an annual basis (November 1 through October 31), if a regular full-time employee discharges a limited amount of sick leave plus non-disciplinary leave without pay, he/she shall be eligible to receive a cash bonus as follows:

Hours Used 35-Hour Employee	Hours Used 40-Hour Employee	Cash Bonus
0 – 21	0 – 24	\$175
21.1 – 35	24.1 – 40	\$125
35.1 – 49	40.1 – 56	\$ 75
49.1 – over	56.1 – over	-0-

500 EMPLOYEE BENEFIT PROGRAMS

501 BENEFITS OVERVIEW

The following is to provide a brief overview of the benefit plans offered by the NBC. For additional information on each plan, employees may access the Baynet Benefits website or call the Human Resources Office. Employees must complete the appropriate paperwork to enroll in each benefit, if applicable. Enrollment in certain benefits is limited to the open enrollment period.

502 OPEN ENROLLMENT

Open Enrollment is the employee's annual opportunity to make changes in the plans listed below that will become effective in January of the next year.

- Medical Plan
- Dental Plan
- Vision Plan
- Flexible Spending Account Plans
- Health Waiver

Employees may elect to pay their medical premium co-payment through payroll deduction on a pre-tax basis.

The plans listed below are available for election any time throughout the year, including open enrollment.

- Deferred Compensation
- Life Insurance
- CollegeBound*fund*

Open Enrollment information sessions are held each year.

503 BENEFITS ELIGIBILITY

Benefits are available to full-time regular staff members who work 1,820 hours (70 hours per pay period) or 2,080 hours (80 hours per pay period) or more per calendar year; and to part-time regular staff members who work 780 hours or more per calendar year.

504 COMMON LAW MARRIAGE and DOMESTIC PARTNERS

The Narragansett Bay Commission extends medical, dental, and vision insurance to common law marriage and domestic partners for all benefits-eligible employees, subject to the eligibility requirements set forth by the insurance program providers. Specific requirements for medical, dental, and vision coverage can be obtained through the Human Resources Office.

505 MEDICAL PLANS

The NBC offers medical insurance through a PPO and HMO. Eligibility begins as of the date of hire. The employee's contribution toward the cost of the plan(s) is based upon a percentage of an individual's base rate of pay and level of coverage, if applicable. When permitted by law, health insurance costs may be paid on a pre-tax basis through payroll deduction.

506 DENTAL PLAN

The NBC offers dental coverage through a private insurer. Eligibility begins as of the date of hire. The employee's contribution toward the cost of the plan will be communicated annually, if applicable. When permitted by law, health insurance costs may be paid on a pre-tax basis through payroll deduction.

507 VISION PLAN

The NBC offers vision coverage. Eligibility begins as of the date of hire. The employee's contribution toward the cost of the plan will be communicated annually, if applicable.

508 PART-TIME HEALTH INSURANCE

A part-time employee's share of health, vision, and dental benefits will be prorated by dividing the number of scheduled hours worked per pay period by 70 hours or 80 hours (as appropriate). The part-time employee's share will be deducted from their bi-weekly paycheck.

509 WAIVER OF BENEFITS

An employee may choose to waive health and dental coverage with proof of alternative coverage. In lieu of NBC health coverage, the NBC will offer an annual "opt-out bonus" for such amount as the NBC shall determine and communicate annually. This bonus, under IRS regulations, will be considered taxable income.

510 FLEXIBLE SPENDING ACCOUNTS

The NBC offers a Flexible Spending Account (FSA) plan for medical and dependent care expenses. Once an employee makes a spending account election for a calendar year, it cannot be changed (unless they have a qualifying event), and they can use their spending account to reimburse only those expenses they have during the year for which it is opened. Employees have 90 days into the next year to submit claims for reimbursement of expenses incurred in the prior year. After that, any balance remaining is forfeited for the current plan year. In other words, *you use it or lose it*.

511 DEPENDENT CARE REIMBURSEMENT PLAN

The Dependent Care Plan allows an employee to set aside a portion of their salary from each paycheck (up to a maximum of \$5,000 per year) into a special account. This money is not taxed and may be used to reimburse the employee for dependent care expenses for children (daycare) or older dependents who are physically and/or mentally incapable of self care.

512 MEDICAL REIMBURSEMENT PLAN

The Medical Reimbursement Plan allows an employee to set aside a portion of their salary from each paycheck (up to an annual maximum designated amount) into a special account. This money is not taxed and may be used to reimburse the employee for the eligible out-of-pocket medical expenses incurred throughout the year. This plan allows you to pay for certain health and dental expenses that are not covered by insurance such as co-payments, orthodontia, eyewear, hearing devices, and over-the-counter medications.

513 LONG-TERM DISABILITY INSURANCE

When an employee becomes disabled due to an injury or illness outside of the workplace; and after serving a 90-day grace period, long-term disability insurance provides 66.67% of an employee's monthly base salary up to a pre-set maximum (less Social Security, Workers' Compensation payments, etc.) up to age 65. Non-union employees who work at least 1,820 hours or more per calendar year are eligible to participate. This is an employer paid benefit.

514 NON-UNION RETIREMENT PLAN

The NBC sponsors a hybrid retirement plan for non-union employees consisting of a defined contribution plan that is funded by the NBC and a defined benefit plan that is funded by both the NBC and employee. Copies of both plan documents, including eligibility requirements, may be obtained from the Human Resources Office or accessed through the Baynet benefits page.

515 TUITION REIMBURSEMENT

The NBC may provide tuition reimbursement to qualified non-union employees for the purpose of gaining greater expertise in their particular technical or professional area, pursuing educational programs or courses that improve their job skills, or obtaining a degree.

Please refer to the NBC's Policies Manual or online on Baynet for a full explanation of the program. In addition, questions regarding tuition reimbursement may be directed to the Human Resources Office.

516 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Employee Assistance Program (Resource International Employee Assistance Services – RIEAS) is a free and confidential service that an employee and/or members of the employee's household may use at any time. The EAP is available to assist employees in resolving personal, financial or emotional difficulties. Regardless of the problem or issue, EAP's professional staff is not permitted, by law, to speak with an employer unless the employee requests such in writing. Employees are encouraged to take advantage of the EAP services by contacting them at 1-800-445-1195.

If an employee receives a supervisory referral to the EAP, the employee is required to sign the release so that NBC may be informed of their compliance with and follow through on any and all EAP recommendations. The EAP representative who contacts NBC limits the communication to progress updates with no specifics given.

517 WORKERS' COMPENSATION INSURANCE

NBC employees are covered by Workers' Compensation insurance for work-related personal injuries or occupational illnesses arising out of, or in the course of, their employment. Every work-related injury or accident must be reported promptly to the employee's supervisor and the Human Resources Office. Workers' Compensation insurance benefits include payment of medical and hospital-related bills and compensation for lost wages. Since Workers' Compensation insurance does not

cover the first three (3) days of any work-related injury/illness claim, an employee may use accrued sick time for those days.

Neither the NBC nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by the NBC.

518 DEFERRED COMPENSATION PLAN

Employees of the NBC are eligible to participate in the Deferred Compensation program known as a 457 Plan. This is a voluntary payroll deduction, which may be initiated or terminated at any time during the year.

519 GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PROGRAM

Life insurance is an employee paid benefit which is available through payroll deduction to eligible employees. If elected during the time of hire or open enrollment, premiums may be pre-taxed. Evidence of insurability may be required.

520 BASIC LIFE INSURANCE

One (1) time annual earnings, subject to a maximum.

521 SUPPLEMENTAL LIFE INSURANCE

One, two or three times annual earnings subject to a maximum with age-based premiums.

522 COLLEGE BOUND*FUND*

The *CollegeBoundfund* is a State of Rhode Island operated investment plan designed to help save for college costs. This flexible, tax-advantaged, 529 college savings program allows the deferral of federal income taxes on the interest earned on the account, until the funds are withdrawn.

524 CREDIT UNIONS

Employees may elect to have all of their net pay deposited into savings and/or checking accounts at the Pawtucket Credit Union or the Rhode Island Credit Union; or split their deposit between a qualifying member bank and either credit union. For example, you deposit 75% of your net pay to Citizen's Bank and the remaining 25% to a credit union Christmas club, savings, or checking account.

525 BENEFITS CONTINUATION (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health, dental, and/or vision insurance coverage under the NBC's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the NBC's group rates plus an administration fee. The NBC provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the NBC's health, dental, and/or vision insurance plans. The notice contains important information about the employee's rights and obligations.

600 TIMEKEEPING AND PAYROLL

601 TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Federal and State laws require the NBC to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Employees are required to electronically record when they come in and out on each scheduled workday. Employees must also electronically record when departing from work for personal reasons and should electronically record when they return to work. Altering, falsifying, and tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Non-Exempt employees should report to work no more than 7 minutes prior to their scheduled starting time nor stay more than 7 minutes after their scheduled stop time without expressed prior authorization from their supervisor. The supervisor will review and then approve the time record before submitting it for payroll processing. Failure to accurately record time worked may result in disciplinary action.

For Non-Exempt employees, overtime must always be approved before it is performed.

If you are not sure of the classification of your position (Exempt/Non-Exempt), please contact the Human Resources Office.

602 PAYDAYS

NBC prefers employees to participate in direct deposit. Employees must provide advance written authorization and bank routing information to NBC to activate direct deposit. Direct deposits may be made into savings and/or checking accounts through any automated clearing house member bank. Contact the Payroll Office for verification of a member bank. Employees will receive itemized statements of wages when the NBC makes direct deposits.

603 PAY SCHEDULE

NBC employees are paid on a bi-weekly schedule. Paychecks are distributed on every other Friday.

604 EMPLOYMENT TERMINATION

Your employment with NBC is at will and not for any specified term. In other words, by acceptance of employment with the NBC, you agree to render personal services to the NBC for an indefinite term. Either you or the NBC may terminate the employment relationship without cause. Otherwise stated, your employment may be terminated at any time, for any reason or for no reason at all.

If you intend to resign your position, the NBC requests that you provide written notice to the Human Resources Manager of your reason for leaving and the effective date of your termination. You are expected to give at least thirty (30) days' advanced written notice from the effective date of termination.

If you choose to terminate your employment, the NBC may arrange an exit interview with the Human Resources Manager. This will afford an opportunity to discuss issues surrounding your separation from the NBC's employment.

Following termination of employment, the NBC shall pay any accrued leave balances in accordance with the provisions set forth in this document and Rhode Island law.

Before leaving the NBC, your NBC ID card, keys and other property must be delivered to your immediate supervisor or the Human Resources Manager. Dependent upon circumstances of termination, the NBC will make appropriate arrangements for the retrieval or delivery of your personal belongings.

You may be eligible for the continuation of some benefits, at your expense, if you so choose. Subsequent to termination, you will be notified of which benefits may continue and the terms, conditions and limitations.

605 ADMINISTRATIVE PAY CORRECTIONS

The NBC takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

If there is an error in the amount of pay, the employees should promptly bring the discrepancy to the attention of their supervisor. The supervisor will contact the Payroll Office so that corrections can be made as quickly as possible.

606 PAY DEDUCTIONS

Federal and state laws require that the NBC make certain deductions from every employee's gross wages. In addition, employees may authorize additional deductions to participate in savings or insurance programs. In the event, however, that an employee is on leave without pay (LWOP), the employee is responsible for continuing to make premium payments on their own. The employee will be contacted by either the NBC or the vendor relative to the procedure to be followed. Defined Benefit Plan contributions are based upon an employee's regularly scheduled hours. Therefore, employees working less than their regularly scheduled hours will be charged the contribution shortfall through future payroll deductions.

Employees who have questions concerning why deductions were made from their paycheck or how they were calculated should contact the Payroll Office.

700 WORK CONDITIONS AND HOURS

701 SAFETY

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause a hazardous or dangerous situation, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor and the Chair of the Safety Committee at their location. The employee shall also fill out an Injury Report and follow up with a medical visit if appropriate.

702 WORK SCHEDULES

Work schedules for employees vary throughout the NBC. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Employees should consult their supervisor regarding any details or questions about the work schedule. If additional clarification is then needed, employees should contact the Human Resources Office.

703 OFFICE HOURS

Regular office hours are 8:30 am to 4:00 pm at the NBC Corporate Office Building.

704 ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, the NBC expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness are disruptive and place a burden on other employees and on the NBC. Regular and predictable attendance are indispensable and essential functions of each position.

In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance or tardiness may lead to disciplinary action, up to and including termination of employment.

705 UNANTICIPATED ABSENCES

Unanticipated absences are disruptive to NBC and its vital public purpose. In the event of an unanticipated absence, the employee shall notify his/her supervisor before the start of his/her scheduled workday; or if the employee cannot, then as soon as possible thereafter. If the employee's supervisor cannot be reached, in addition to the employee leaving a voice mail message regarding the absence, the employee must either speak with a representative from the Human Resources Office or call the supervisor back to confirm that the message was received.

Employees who report to work after the start of their workday without prior notification of their supervisor should notify their supervisor upon their arrival. At their supervisor's discretion, arrangements may be made to work beyond their normally scheduled quit time to cover the time lost.

706 LUNCH AND BREAK PERIODS

Under Rhode Island General Law, employees are entitled to a lunch period. The scheduling of this break is to be determined by the supervisor. Departments must have sufficient coverage during lunch breaks. All employees are permitted a 15 minute break period each morning and afternoon to provide employees an opportunity to pause and relax a few minutes during the workday. All smoking breaks should be taken during the allotted lunch or break periods in the designated smoking areas. The lunch and break period cannot be used for early release or coming in after normal starting time.

707 COMPENSATORY (COMP) TIME

Exempt employees (except for those employees holding the positions of: Executive Director, Deputy Director, Director of Administration and Finance, Director of Operations and Engineering, and Director of Planning, Policy and Regulation) shall be entitled to accrue compensatory (comp) time for time required to perform work in excess of the established work week. The accrual of comp time is subject to appropriate prior approval of the employee's immediate supervisor. Comp time may be discharged with the approval of the employee's immediate supervisor. Comp time accrued must be used within the pay period accrued or in the next pay period.

Accrual of comp time must be tracked by the employee's immediate supervisor and appropriate documentation must be kept on file by the employee's immediate supervisor. Disbursal of comp time must be requested and approved on forms provided by the Commission.

Comp time which is not used in these two pay periods will not be carried over beyond such time period unless the immediate supervisor determines that extending the period to discharge the time is in the best interest of the Commission and justifies this determination to the appropriate Director. The intent of this policy is to disburse the comp time as soon as practicable after it is earned.

If you are not sure of the classification of your position (Exempt/Non-Exempt), please contact the Human Resources Office.

708 FLEX-TIME

Flexitime may be used as long as all major functions and operational needs are covered appropriately. The Executive Director may suspend flex-time if it is determined not to be in the best interest of the NBC.

The decision to offer the use of a flexitime schedule to individuals within a section is up to the Division Director and Section Manager.

The flex-time options are as follows:

Option 1 - Compressed Work Week

Overall, hours are 7:30 am to 5:30 pm, with core hours between 9:00 am and 3:00 pm. Employees can extend their hours of work around the 9:00 am to 3:00 pm core hours and choose every other Friday off. Only under "special circumstances" that are justified and with prior approval of the Section Manager, Division Director and Executive Director will days other than Friday be allowed as the employee's day off.

Option 2 - Shifting of Hours

Employees can shift hours between 7:30 am and 5:30 pm. Lunch hour may be half-hour or one hour. An employee must work the same time everyday (i.e. 7.0 or 8.0 hours).

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

800 OTHER LEAVES OF ABSENCE

801 ADMINISTRATIVE LEAVE

Administrative leave is paid time off that can only be designated by the Executive Director.

802 JURY DUTY

The NBC encourages employees to fulfill their civic responsibilities by serving jury duty when required. When employees are summoned for jury duty, they may arrange with their supervisor for the necessary time off to fulfill these community obligations.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are also expected to report for work whenever the court schedule permits. Either the NBC or the employee may request an excuse from jury duty if, in the NBC's judgment, the employee's absence would create serious operational difficulties.

Employees who receive a summons for jury duty within the State court system must sign a waiver of all fees offered for their services. The employees will be paid their regular wages by the NBC.

Employees who receive a summons for jury duty within the Federal court system must relinquish to the Payroll Office any fees paid by the court for their services. The employees will be paid their regular wages by the NBC.

One day of jury duty leave is calculated as 7 or 8 hours depending upon an employee's standard hours worked not flex-time hours worked.

803 LEAVE OF ABSENCE WITHOUT PAY

Time off to handle personal matters which cannot be resolved during non-working hours may be requested as leave without pay. Leaves without pay are for extreme emergencies only and must be approved by the Executive Director. Leave without pay is not another option for time out of work.

804 MILITARY LEAVE

The NBC will comply with its obligations under the Uniformed Services Employment and Reemployment Act of 1994 ("USERRA"), 38 USC, §4301 et seq.

805 WITNESS DUTY

If employees have been subpoenaed or otherwise requested to testify as a witness by the NBC, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than the NBC. Employees are free to use available vacation or personal leave to receive compensation for the period of this absence.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is also expected to report for work whenever the court schedule permits.

806 FAMILY AND MEDICAL LEAVE ACT (FMLA)

In accordance with the federal Family and Medical Leave Act (FMLA) and the Rhode Island Parental and Family Medical Leave Act (RIPFMLA), the NBC provides eligible employees with up to 13 weeks of unpaid leave in a 12-month period. A 12-month period means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken. For example, if an eligible employee who has never taken FMLA begins taking FMLA on January 1, 2005 for a period of one week, this employee would be eligible for 13 weeks of unpaid leave. If the same employee requests FMLA beginning March 1, 2005, the employee would be eligible for 12 weeks of unpaid leave. If both spouses work for NBC, their total leave in a 12-month period may be limited to an aggregate of 13 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.

In accordance with FMLA and the RIPFMLA, eligible employees may take leave for (1) birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12 month period following the child's birth or placement with the employee); (2) the employee's own serious health condition; (3) or to care for a covered family member suffering from a serious health condition. Eligible employees are those that have been employed by the NBC for twelve (12)

consecutive months and who have worked a minimum of 1,250 hours during the previous 12 months. Covered family members include, spouse, child, parent or parent-in-law.

When medically necessary, the FMLA also permits employees to take unpaid intermittent leave or reduced schedule leave for their own serious medical condition or to care for a covered family member's serious health condition.

An employee is permitted and may be required to expend accrued paid leave (including accrued paid vacation leave, accrued paid sick leave and workers' compensation) for any part of a family/medical leave taken for an employee's own serious health condition. When an employee has exhausted accrued paid vacation and/or sick time for a portion of family/medical leave for his own serious health condition, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 13 weeks.

An employee is permitted to use accrued paid sick leave for the allowable 10 family sick days per calendar year for reasons other than an employee's own serious health condition, if applicable. When an employee has exhausted the allowable 10 family sick days for reasons other than his own serious health condition, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 13 weeks. (See Section 406 , page 19.)

807 REQUESTING FMLA LEAVE

The NBC requires a request for leave under the FMLA for any period of absence that exceeds, or will exceed five (5) consecutive calendar days of work. The employee's request should be made through direct contact with Human Resources, either orally or in writing. The request should include the reason for leave and the anticipated duration. Human Resources will inform an employee of their rights and obligations and ask that all necessary forms be completed. A 'Certification of Physician or Practitioner' form must be completed and returned to the Human Resources Office within 15 calendar days of the employee's FMLA request.

If the need for leave is foreseeable, the request should be made at least thirty (30) days prior to the beginning of such leave.

808 CONTINUATION OF BENEFITS DURING FMLA LEAVE

NBC will pay its share of the premiums for health, dental and vision insurance during the statutory leave entitlement; the employee will be required to pay any

applicable share of those premiums. If the leave extends beyond thirteen weeks in any one-year period and no accrued paid leave is available, the employee may be notified of his/her right to continue health insurance, entirely at his/her expense, under COBRA. If an employee's contribution is more than 30 days late, the NBC may terminate the employee's insurance coverage.

If the employee is on leave without pay status, the NBC will bill for group life insurance premiums. If the employee fails to submit payment, the life insurance policy will be cancelled.

If the NBC pays any of the employee contributions missed by the employee while on leave, the employee will be required to reimburse the NBC for delinquent payments (on a payroll deduction schedule) upon return from leave.

If the employee fails to return from unpaid family/medical leave for reasons other than (1) continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the NBC may seek reimbursement from the employee for the portion of the premiums paid by the NBC on behalf of that employee (also known as the employer contribution) during the period of leave.

809 PERIODIC LEAVE STATUS UPDATES

Unpaid or paid leaves related to serious health conditions will not be approved for periods longer than certified by the health care provider(s). If an approved leave for such purposes exceeds 30 days, an employee may be required to provide a medical re-certification to the Human Resources Office of the continued need for medical leave and the employee's intention to return at the end of the leave every 30 days. Failure to follow these procedures will be considered a voluntary resignation.

810 RETURN FROM FMLA LEAVE

When returning from an approved leave that does not exceed the employee's statutory entitlement, said employee will be returned to either his/her current position or one with equal pay and benefits. The employee's restoration rights are the same as they would have been had the employee not been on leave.

900 EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

901 EMPLOYEE RULES OF CONDUCT

Employees are expected to conduct themselves in a professional, business-like manner at all times. For the protection of the Commission and each and every employee, standards for personal conduct have been established.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

902 DRESS CODE

Appropriate dress and hygiene are important in promoting a positive company image to our customers, both internally and externally. In order to sustain that image, a dress code must be followed at the Narragansett Bay Commission that is appropriate to the work environment.

During business hours, employees are expected to present a clean and neat appearance and to dress according to and appropriately for the requirements of their position. Managers and supervisors are responsible for interpreting and enforcing dress and grooming standards in their areas of responsibility.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

903 RETURN OF PROPERTY

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. All NBC property must be returned by employees on or before their last day of work. The NBC may also take all action deemed appropriate to recover or protect its property.

904 SOLICITATION

In an effort to assure a productive and harmonious work environment, people that are not employed by the NBC may not solicit or distribute literature in the workplace at any time for any purpose. The NBC recognizes that employees may also have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on NBC bulletin boards is prohibited. Bulletin boards are reserved for official NBC communications.

905 ANTI-HARASSMENT

A fundamental principle of the NBC is that the workplace is for work. The NBC's goal is to provide a work environment free from tensions generated by matters that do not relate to NBC's operations. In particular, an atmosphere of hostility created by non work-related conduct, including without limitation, remarks about race, religion, sex, gender, age, disability, national origin, ethnic origin, veteran status or sexual orientation, and any act of animosity, unwelcome sexual advances, requests for sexual favors, or other such conduct do not belong in our workplace. Any form of harassment of employees by other employees, vendors or members of the public is prohibited.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

906 PROHIBITION AND REPORTING OF THREATENING BEHAVIOR AND VIOLENCE

The NBC strictly prohibits any threatening behavior or acts of violence by or against anyone. Any violation of this policy by an NBC employee shall result in disciplinary action including, without limitation, discharge from employment, arrest and criminal prosecution.

All employees are responsible for notifying their immediate supervisor and the Labor and Employee Relations Manager in person or by telephone at extension 340 of any threatening behavior or acts of violence that they have witnessed, received, or have been told that another person has witnessed or received.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

907 ALCOHOL AND DRUG FREE WORKPLACE

To help ensure a safe, healthy, and productive work environment for our employees and others, to protect Narragansett Bay Commission property, and to ensure efficient operations, it is the policy of the NBC to maintain a workplace free of drugs and alcohol.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

908 PROHIBITION OF WEAPONS

The NBC has established guidelines to provide a safe and secure work environment for employees and other individuals doing business with the Narragansett Bay Commission.

All individuals are subject to this policy while they are in facilities or on property owned, controlled or operated by NBC.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

909 SMOKING IN THE WORKPLACE

In accordance with the law and in order to maintain a healthy working environment, the NBC prohibits smoking in all NBC facilities. Smoking is permitted in authorized areas only and is limited to lunch and break periods.

Please refer to the NBC's Policies Manual or Baynet to review the complete policy.

910 MISCELLANEOUS POLICIES

Please refer to the NBC's Policies Manual for other policies.

**EMPLOYEE STATEMENT
OF
ACKNOWLEDGMENT AND RECEIPT**

I do hereby acknowledge that I have received a true and complete copy of the NBC's Non-Union Employee Handbook. I understand that I may consult the NBC's Human Resources Manager with any questions which I may have about it. I have entered into my employment relationship with the NBC freely and voluntarily and I understand that my employment is **at will**. In other words, my employment is for an **indefinite term** and without any specified or anticipated duration. Therefore, **I acknowledge, understand and agree that the NBC or I may terminate the employment relationship at will, with or without cause, at any time.**

I acknowledge and understand that there may be revisions or deletions to the NBC's Non-Union Employee Handbook, except to the NBC's policy of my employment at-will. Any such changes or deletions will be officially promulgated by the NBC's Executive Director.

I specifically acknowledge and confirm that I have received the NBC's Non-Union Employee Handbook and I understand that it is my responsibility to read and comply with its policies and procedures as they now exist or may be hereafter amended. **Neither this handbook nor any other NBC document confers any contractual right, either express or implied, to remain in the NBC's employ. Nor does it guarantee any fixed terms and conditions of my employment. My employment is not for any specific time and may be terminated at will, with or without case and without prior notice, by the NBC or I may resign for any reason at any time.**

(Employee's Signature)

Date: _____

(Print Name of Employee)

(Signed by employee in duplicate original.)

Narragansett Bay Commission
Docket No. 4364
Responses to Commission’s First Set of Data Requests

PUC 1-4 Provide a list of all benefits in addition to salary plus the cost of each given to union and non-union employees, including but not limited to vacation time, personal time, sick time, insurance coverage(s), professional dues, etc.

Answer: Please refer to the union contract and non-union employee handbook for vacation, sick and personal time accruals. Health and dental insurance co-payments are set forth in the union contracts and are applicable to both union and non-union employees. The health and dental rates are included in NBC’s rebuttal testimony. All employees receive vision insurance and NBC’s non-union employees receive long-term disability insurance. Both the union and non-union employees receive contributions to pension plans. The Union employees also receive a contribution to Retiree Health.

The rates for health, dental, vision, LTD, and the pension plans are listed below:

	Annual Cost			LTD
	Health	Dental	Vision	
Individual	\$ 7,945	\$ 423	\$ 91	\$0.400 per \$100 of covered monthly payroll
Family	\$ 21,712	\$ 1,228	\$ 195	

	Pension	Retiree Health	Total
Union	24.05%	7.80%	31.85%
Non-Union	10.00%	0.00%	10.00%

Prepared by: WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-5 Please provide a breakdown of Regulatory Expenses in FY 2012 and FY 2013 to date by proceeding or other activity.

Answer: See below and See Attached.

<u>Regulatory Expense</u>	<u>FY 2012</u>	<u>FY 2013</u>
Annual PUC Assessment	\$ 214,354	\$ 237,713
Permits	15,591	3,537
Docket 4352	-	447
Docket 4305	2,570	112
Docket D-12-7	1,334	-
Docket 4364	-	14,826
	<u>\$ 233,849</u>	<u>\$ 256,635</u>

Prepared by: WEE

Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From **2011-07-01T00:00:00.000-04:00**

Date To **2012-06-30T00:00:00.000-04:00**

Report Date **01-Nov-12**

Page 1 of 12

Ledger / Ledger Set	NARRAGANSETT BAY COMMISSION
Period From	JUL-12
Period To	JUN-12
Accounting Flexfield From	02-021-00-52600
Accounting Flexfield To	02-080-00-52600
Balance Type	Actual
Encumbrance Type / Budget Name	
Include Zero Amount Lines	No
Include User Transaction Identifiers	No
Include Statistical Amount Lines	No
Include Accounts With No Activity	No

Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2011-07-01T00:00:00.000-04:00

Date To 2012-06-30T00:00:00.000-04:00

Ledger Name	NARRAGANSETT BAY COMMISSION	Ledger Currency	USD	Balance Type	Actual
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Account	02-022-00-52600	Description	NARRAGANSETT BAY COMMISSI-CONSTRUCTION SERVICES-DEFAULT-REGULATORY EXPENSES		
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Beginning Balance for Period		JAN-12	0.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Jan 23, 2012	Invoices	01192012-1741	RECORDING OF CRMC ASSENT	53.00	
CITY OF EAST PROVIDENCE							
Period Total						53.00	0.00

Ending Balance for Period		JAN-12	53.00	0.00
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Beginning Balance for Period		FEB-12	53.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Feb 23, 2012	Invoices	02232012-375	9/29/11-2/23/12 PETTY CASH	5.00	
NARRAGANSETT BAY COMMISSION							
Period Total						5.00	0.00

Ending Balance for Period		FEB-12	58.00	0.00
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Beginning Balance for Period		MAR-12	58.00	0.00
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Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2011-07-01T00:00:00.000-04:00

Date To 2012-06-30T00:00:00.000-04:00

Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Manual	Other	Mar 15, 2012			#11 SRF 14		53.00
Period Total						0.00	53.00

Ending Balance for Period						MAR-12	5.00	0.00
Account Total							5.00	0.00

Account	02-031-00-52600	Description	NARRAGANSETT BAY COMMISSI-FINANCE-DEFAULT-REGULATORY EXPENSES				
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Beginning Balance for Period						JUL-12	0.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Jul 1, 2011	Invoices	URC-06/11-NB C	URC-6/11-NBC Expenses related to PUC proceedings	3,054.11	
Manual	Other	Jul 12, 2011			STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS TP-JUN-11-AP ACCRUAL		3,054.11
Period Total						3,054.11	3,054.11

Ending Balance for Period						JUL-12	0.00	0.00
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Beginning Balance for Period						AUG-12	0.00	0.00
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Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2011-07-01T00:00:00.000-04:00

Date To 2012-06-30T00:00:00.000-04:00

Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Aug 12, 2011	Invoices	08032011-351	Annual General Assessment for FY 2012- Preliminary Amount	80,000.00	
					STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS		
					Period Total	80,000.00	0.00

Ending Balance for Period						AUG-12	80,000.00	0.00
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Beginning Balance for Period						DEC-12	80,000.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Dec 15, 2011	Invoices	84	Invoice No. 84- FY2012 Annual Assessment	134,353.93	
					STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS		
					Period Total	134,353.93	0.00

Ending Balance for Period						DEC-12	214,353.93	0.00
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Beginning Balance for Period						FEB-12	214,353.93	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Feb 8, 2012	Invoices	URC 01/12-NBC	URC 01/12 - NBC, Dkt #4305 2011 Compliance Filing Expenses	1,006.00	
					STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS		
					Period Total	1,006.00	0.00

Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2011-07-01T00:00:00.000-04:00

Date To 2012-06-30T00:00:00.000-04:00

Ending Balance for Period	FEB-12	215,359.93	0.00
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Beginning Balance for Period	MAR-12	215,359.93	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Mar 13, 2012	Invoices	URC 02/12-NBC	URC# 02/12-NBC, expenses incurred for Docket 4305	1,230.56	
					STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS		
					Period Total	1,230.56	0.00

Ending Balance for Period	MAR-12	216,590.49	0.00
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Beginning Balance for Period	MAY-12	216,590.49	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	May 2, 2012	Invoices	URC 04/12-NBC	Services Incurred from Exeter Associates for Docket #4305, URC# 04/12-NBC	333.33	
					STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS		
					Period Total	333.33	0.00

Ending Balance for Period	MAY-12	216,923.82	0.00
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Beginning Balance for Period	JUN-12	216,923.82	0.00
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Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2011-07-01T00:00:00.000-04:00

Date To 2012-06-30T00:00:00.000-04:00

Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Jun 15, 2012	Invoices	URC 05/12 - NBC	Expenses Incurred from Divison of Public Utilities for Docket #D-12-7, URC# 05/12-NBC	1,334.46	
					STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS		
					Period Total	1,334.46	0.00

Ending Balance for Period						JUN-12	218,258.28	0.00
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Account Total						218,258.28	0.00
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Account	02-044-00-52600	Description	NARRAGANSETT BAY COMMISSI-ENGINEERING-DEFAULT-REGULATORY EXPENSES				
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Beginning Balance for Period						AUG-12	0.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Aug 4, 2011	Invoices	08012011-3214	State Fire Marshall Review of plans for 809C which will be reimbursed from Capital	1,533.00	
					STATE OF RHODE ISLAND & PROVIDENCE PLANTATIONS		
					Period Total	1,533.00	0.00

Ending Balance for Period						AUG-12	1,533.00	0.00
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Beginning Balance for Period						SEP-12	1,533.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
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Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2011-07-01T00:00:00.000-04:00

Date To 2012-06-30T00:00:00.000-04:00

Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Sep 2, 2011	Invoices	08312011-628	Regulatory Fee	400.00	
					STATE OF RI - DEM		
					Period Total	400.00	0.00

Ending Balance for Period						SEP-12	1,933.00	0.00
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Beginning Balance for Period						OCT-12	1,933.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Oct 13, 2011	Invoices	10132011-1459	RECORDING FEE FOR WETLANDS PERMIT -CENTRAL FALLS	52.00	
					CITY OF CENTRAL FALLS		
Payables	Purchase Invoices	Oct 17, 2011	Invoices	10132011-1460	RECORDING OF WETLANDS PERMIT	47.00	
					TOWN OF LINCOLN		
					Period Total	99.00	0.00

Ending Balance for Period						OCT-12	2,032.00	0.00
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Beginning Balance for Period						JAN-12	2,032.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Manual	Other	Jan 12, 2012			#34 REST		1,533.00
					Period Total	0.00	1,533.00

Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2011-07-01T00:00:00.000-04:00

Date To 2012-06-30T00:00:00.000-04:00

Ending Balance for Period	JAN-12	499.00	0.00
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Beginning Balance for Period	FEB-12	499.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Manual	Other	Feb 13, 2012			#10 SRF14		400.00
Manual	Other	Feb 13, 2012			#10 SRF14		47.00
Manual	Other	Feb 13, 2012			#10 SRF14		52.00
Period Total						0.00	499.00

Ending Balance for Period	FEB-12	0.00	0.00
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Account Total	0.00	0.00
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Account	02-046-00-52600	Description	NARRAGANSETT BAY COMMISSI-FIELD'S POINT-DEFAULT-REGULATORY EXPENSES
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Beginning Balance for Period	FEB-12	0.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Feb 22, 2012	Invoices	11092011-691	Dem User Fee	350.00	

Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2011-07-01T00:00:00.000-04:00

Date To 2012-06-30T00:00:00.000-04:00

Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
					STATE OF RI - GENERAL TREASURER		
					Period Total	350.00	0.00

Ending Balance for Period						FEB-12	350.00	0.00
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Beginning Balance for Period						APR-12	350.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Apr 24, 2012	Invoices	RIR50T001	RIPDES REPORT FIELD'S POINT, # RIR50T001	100.00	
					STATE OF RI - GENERAL TREASURER		
					Period Total	100.00	0.00

Ending Balance for Period						APR-12	450.00	0.00
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Beginning Balance for Period						MAY-12	450.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	May 1, 2012	Invoices	RI0100315 4/12/12	rIPDES pERMIT	6,000.00	
					STATE OF RI - GENERAL TREASURER		
					Period Total	6,000.00	0.00

Ending Balance for Period						MAY-12	6,450.00	0.00
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Account Total						6,450.00	0.00
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Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2011-07-01T00:00:00.000-04:00

Date To 2012-06-30T00:00:00.000-04:00

Account	02-047-00-52600	Description	NARRAGANSETT BAY COMMISSI-BUCKLIN POINT-DEFAULT-REGULATORY EXPENSES
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Beginning Balance for Period	JUL-12	0.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Jul 1, 2011	Invoices	1751-10000 - USER FEE	DEM USER FEE For Bucklin Point	6,398.00	
					STATE OF RI - GENERAL TREASURER		
Manual	Other	Jul 12, 2011			TP-JUN-11-AP ACCRUAL		6,398.00
					Period Total	6,398.00	6,398.00

Ending Balance for Period	JUL-12	0.00	0.00
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Beginning Balance for Period	FEB-12	0.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Feb 14, 2012	Invoices	PSM101597	Acct #52600 - BP Facility - Providence & Worcester Railroad Grade Crossing License #130206-00 - Invoice #PSM101597 - \$2505.68 + \$50 Admin Fee.	2,555.68	
					PROVIDENCE AND WORCESTER RAILROAD CO		
					Period Total	2,555.68	0.00

Ending Balance for Period	FEB-12	2,555.68	0.00
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Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2011-07-01T00:00:00.000-04:00

Date To 2012-06-30T00:00:00.000-04:00

Beginning Balance for Period		MAY-12	2,555.68	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	May 1, 2012	Invoices	RI0100072 4/12/12	ANNUAL RIPDES PERMIT FEE FOR BUCKLIN POINT 5/1/12 STATE OF RI - GENERAL TREASURER	6,000.00	
Period Total						6,000.00	0.00

Ending Balance for Period		MAY-12	8,555.68	0.00
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Account Total			8,555.68	0.00
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Account	02-051-00-52600	Description	NARRAGANSETT BAY COMMISSI-PERMITTS AND PLANNING-DEFAULT-REGULATORY EXPENSES	
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Beginning Balance for Period		MAY-12	0.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	May 1, 2012	Invoices	RIR50T002	Bucklin Point Annual RIPDES permit fee (RIR50T002) STATE OF RI - GENERAL TREASURER	100.00	
Period Total						100.00	0.00

Ending Balance for Period		MAY-12	100.00	0.00
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Account Total			100.00	0.00
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Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2011-07-01T00:00:00.000-04:00

Date To 2012-06-30T00:00:00.000-04:00

Account	02-053-00-52600	Description	NARRAGANSETT BAY COMMISSI-LABORATORY-DEFAULT-REGULATORY EXPENSES
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Beginning Balance for Period	NOV-12	0.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Nov 18, 2011	Invoices	11182011-691	2012 renewal fee - certification for Analytical Laboratories by RI Dept of Health - NBC #LAI00249	480.00	
					STATE OF RI - GENERAL TREASURER		
					Period Total	480.00	0.00

Ending Balance for Period	NOV-12	480.00	0.00
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Account Total	480.00	0.00
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Ledger Total	233,848.96	0.00
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End of Report

Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2012-07-01T00:00:00.000-04:00

Date To 2013-05-31T00:00:00.000-04:00

Ledger / Ledger Set	NARRAGANSETT BAY COMMISSION
Period From	JUL-13
Period To	MAY-13
Accounting Flexfield From	02-000-00-52600
Accounting Flexfield To	02-999-00-52600
Balance Type	Actual
Encumbrance Type / Budget Name	
Include Zero Amount Lines	No
Include User Transaction Identifiers	No
Include Statistical Amount Lines	No
Include Accounts With No Activity	No

Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2012-07-01T00:00:00.000-04 :00

Date To 2013-05-31T00:00:00.000-04 04:00

Ledger Name	NARRAGANSETT BAY COMMISSION	Ledger Currency	USD	Balance Type	Actual
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Account	02-031-00-52600	Description	NARRAGANSETT BAY COMMISSI-FINANCE-DEFAULT-REGULATORY EXPENSES		
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Beginning Balance for Period		AUG-13	0.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Aug 10, 2012	Invoices	08032012-351	Preliminary Annual Assessment Calculated for FY 2013	80,000.00	
					STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS		
Period Total						80,000.00	0.00

Ending Balance for Period		AUG-13	80,000.00	0.00
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Beginning Balance for Period		OCT-13	80,000.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Oct 11, 2012	Invoices	URC 09/12-NBC	Services Incurred from Exeter Associates for Docket #4352, URC# 09/12-NBC	447.44	
					STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS		
Period Total						447.44	0.00

Ending Balance for Period		OCT-13	80,447.44	0.00
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Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2012-07-01T00:00:00.000-04 :00

Date To 2013-05-31T00:00:00.000-04:00

Beginning Balance for Period		DEC-13	80,447.44	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Dec 19, 2012	Invoices	URC 11/12-NBC	Expenses Incurred for Docket 4305	112.00	
STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS							
Period Total						112.00	0.00

Ending Balance for Period		DEC-13	80,559.44	0.00
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Beginning Balance for Period		JAN-13	80,559.44	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Jan 3, 2013	Invoices	84(2013)	PUC Annual Assessment	157,712.92	
STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS							
Payables	Purchase Invoices	Jan 4, 2013	Invoices	URC 12/12 - NBC	Invoice# URC 12/12- NBC for various dockets	5,751.00	
STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS							
Period Total						163,463.92	0.00

Ending Balance for Period		JAN-13	244,023.36	0.00
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Beginning Balance for Period		FEB-13	244,023.36	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
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Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2012-07-01T00:00:00.000-04 :00

Date To 2013-05-31T00:00:00.000-04:00

Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Feb 7, 2013	Invoices	URC01/13-NBC	URC 01/13-NBC expenses incurred for Docket 4346	2,290.22	
					STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS		
					Period Total	2,290.22	0.00

Ending Balance for Period	FEB-13	246,313.58	0.00
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Beginning Balance for Period	MAR-13	246,313.58	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Mar 8, 2013	Invoices	URC 02/13 - NBC	Exeter Associates Docket 4364	3,090.89	
					STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS		
					Period Total	3,090.89	0.00

Ending Balance for Period	MAR-13	249,404.47	0.00
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Beginning Balance for Period	APR-13	249,404.47	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Apr 4, 2013	Invoices	URC 03/13-NBC	PUC Invoice# URC 03/13-NBC Docket 4364	3,694.01	
					STATE OF RI - DIVISION OF PUBLIC UTILITIES AND CARRIERS		
					Period Total	3,694.01	0.00

Ending Balance for Period	APR-13	253,098.48	0.00
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Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From :00
2012-07-01T00:00:00.000-04

Date To 04:00
2013-05-31T00:00:00.000-

Report Date 10-May-13

Page 5 of 7

Account Total 253,098.48 0.00

Account 02-044-00-52600 Description NARRAGANSETT BAY COMMISSI-ENGINEERING-DEFAULT-REGULATORY EXPENSES

Beginning Balance for Period OCT-13 0.00 0.00

Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Oct 25, 2012	Invoices	10-0070	CENTRAL FALLS RECORDING OF OF-37 PERMIT REVISION CITY OF CENTRAL FALLS	50.00	
Payables	Purchase Invoices	Oct 26, 2012	Invoices	09282012-1460	LINCOLN CITY RECORDING OF OF-37 PERMIT REVISION TOWN OF LINCOLN	51.00	
Period Total						101.00	0.00

Ending Balance for Period OCT-13 101.00 0.00

Account Total 101.00 0.00

Account 02-046-00-52600 Description NARRAGANSETT BAY COMMISSI-FIELD'S POINT-DEFAULT-REGULATORY EXPENSES

Beginning Balance for Period NOV-13 0.00 0.00

Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase	Nov 23, 2012	Invoices	11092012-628	Air pollution fee for RI DEM	350.00	

Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2012-07-01T00:00:00.000-04 :00

Date To 2013-05-31T00:00:00.000-04:00

Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
	Invoices						
					STATE OF RI - DEM		
					Period Total	350.00	0.00

Ending Balance for Period						NOV-13	350.00	0.00
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Account Total						350.00	0.00
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Account	02-047-00-52600	Description	NARRAGANSETT BAY COMMISSI-BUCKLIN POINT-DEFAULT-REGULATORY EXPENSES				
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Beginning Balance for Period						JAN-13	0.00	0.00
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Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit
Payables	Purchase Invoices	Jan 18, 2013	Invoices	PSM101780	ANNUAL LICENSING FEE FOR GRADE CROSSING 1/1/13-12/31/13	2,605.64	
					PROVIDENCE AND WORCESTER RAILROAD CO		
					Period Total	2,605.64	0.00

Ending Balance for Period						JAN-13	2,605.64	0.00
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Account Total						2,605.64	0.00
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Account	02-053-00-52600	Description	NARRAGANSETT BAY COMMISSI-LABORATORY-DEFAULT-REGULATORY EXPENSES				
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Beginning Balance for Period						NOV-13	0.00	0.00
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Account Analysis Report

NARRAGANSETT BAY COMMISSION

Date From 2012-07-01T00:00:00.000-04 :00

Date To 2013-05-31T00:00:00.000-04:00

Source	Category	GL Date	Event Class	Transaction Number	Line Description/Vendor	Debit	Credit	
Payables	Purchase Invoices	Nov 28, 2012	Invoices	11282012-691	Renewal fee for RI Dept of Health Analytical Lab Certification - 2013 (#LAI00249)	480.00		
					STATE OF RI - GENERAL TREASURER			
					Period Total	480.00	0.00	
Ending Balance for Period						NOV-13	480.00	0.00
Account Total						480.00	0.00	
Ledger Total						256,635.12	0.00	

End of Report

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-6 Please provide a breakdown of the projected regulatory costs in this proceeding.

Docket 4364	Expense Incurred		Projected Expense	
Exeter Associates	\$	14,826	\$	30,000
Legal Services		7,344		15,000
Rate Case Consultant		4,556		12,000
Billing Inserts		2,116		2,116
Advertising		934		934
		<hr/>		<hr/>
Total	\$	29,777	\$	60,050

Answer:

Prepared by: WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-7 Please provide actual residential, commercial and industrial consumption by month for each month of FY 2012 and FY 2013 to date.

Answer:

HCF - FY 2012													
	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Total
Residential	702,359	852,910	873,959	732,587	775,019	705,034	799,132	476,666	679,955	581,441	566,384	881,645	8,627,094
Commercial	381,678	472,027	511,523	423,827	447,492	421,797	406,389	306,990	374,173	364,901	379,565	471,443	4,961,809
Industrial	38,628	39,548	38,853	36,171	38,089	37,052	40,885	29,256	31,667	32,468	36,693	37,890	437,204
HCF - FY 2013													
	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Total
Residential	733,253	819,089	830,130	775,544	747,402	752,714	621,483	745,972	651,286	-	-	-	6,676,875
Commercial	395,777	465,963	476,831	468,717	408,824	395,736	347,412	418,898	366,325	-	-	-	3,744,485
Industrial	37,916	34,197	38,112	40,707	38,590	36,161	33,065	35,680	34,554	-	-	-	328,984

Prepared by: WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-8 Please provide the balances of billed and unbilled receivables as of December 31, 2012.

Answer:

11403 - ACCOUNTS RECEIVABLE	11,703,440.89
11411 - UNBILLED ACCTS RECEIVABLE	3,771,488.73

Prepared by: WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-9 Please explain the increase in Management/Audit Services and what services are provided under this line item.

Answer: The increase in Management /Audit Services is for the contracted CPI increase to the Bucklin Point management contract. Other Services in this line item include annual auditor's expense, rate case consulting, and other services.

Prepared by: WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-10 Please explain and provide supporting documentation for the increases in Personnel Services Acct Numbers 52100 through 52400. For each account, please identify the employee, title, wage information, overtime rate, union affiliation and project for each employee receiving this increase.

Answer: Please see schedule WEE-4 for the calculations of the rate year amounts for these line items. The rate year adjustments to accounts 52100 and 52150 are the contracted COLA's and steps for union employees multiplied by the adjusted test year amount. The rate year adjustments for accounts 52300, 52350 and 52400 reflect non-union merit increase percentage multiplied by the adjusted test year amount.

Prepared by: WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-11 Please provide how the number of employees that receive the health and dental waiver and the amount that NBC paid in employee waivers for healthcare and dental for the past three fiscal years specifying union and non-union.

Answer:

		Dental		Health	
		# of Emp.	Amount	# of Emp.	Amount
FY 2013	Union	3	330	12	29,615
	Non Union	5	443	12	27,596
FY 2012	Union	4	440	11	24,135
	Non Union	1	110	6	15,000
FY 2011	Union	5	550	9	21,250
	Non Union	1	110	7	17,308

Prepared by: WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-12 Please identify the total amount of tuition reimbursement that NBC paid to employees for the past three fiscal years specifying between union and non-union.

Answer:

	<u>Union</u>	<u>Non-Union</u>
FY 2013	-	1,306.35
FY 2012	4,000.00	4,910.07
FY 2011	509.00	5,526.00

Prepared by: WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-13 Please update the Commission on the conversion to monthly billing. Address any consumer complaints and cash flow issues.

Answer: The conversion took place in October 2009 and has become routine.

Prepared by: WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-14 Please explain the customer charge and what components are included in this calculation.

Answer: In theory the customer charge is to recover fixed costs such as debt service because these costs are unrelated to use. However the relative percent of fixed to variable costs has changed over time as NBC's debt service and debt service coverage have increased relative to operating costs. Accordingly, the customer charge no longer covers NBC's fixed cost component.

Prepared by: WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-15 Please identify any and all agreements between NBC and municipalities for providing the supply of electricity from an NBC electrical station.

Answer: There are none.

Prepared by: WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-16 With regard to the wind turbine electricity production:

- a. Verify the capacity of the wind turbines.
- b. Identify when installation of the project was completed.
- c. Identify the commercial operation date.
- d. Provide a timeline for achieving full integration into the distribution network of the 4.5MW of wind capacity.
- e. Explain any delays in operation and completion of the wind project.
- f. Provide the total cost of the project.
- g. Describe the upgrades to the distribution system necessary to accommodate the interconnection of wind turbines and how those costs were allocated between NBC and National Grid.
- h. Identify any federal or state grants NBC received for the wind project and the amount of each grant.
- i. Provide a comparison of the projected capacity factors with the operational data to date.
- j. Provide the RFP and a summary of bid responses for this project.

Answer:

- a. The rated capacity is 1,500 kW. To date, the maximum generation observed from the wind turbines was 1,551 kW.
- b. The project was declared substantially complete on Dec. 10, 2012.
- c. Power generation began on or about October 30, 2012. The ability to export limited power began on Dec. 19, 2012.
- d. June of 2013
- e. Startup of the turbines occurred per the last schedule given to the PUC. Full power exporting is being delayed due to the complex nature of the communications (Verizon) connection to the National Grid substation.
- f. \$15,405,606.
- g. A new 12.47 kV service to the WWTF was installed as well as Direct Transfer Trip equipment at the WWTF. The NBC paid 100% of the cost.
- h. NBC received a \$25,000 Rhode Island Renewable Energy grant from the Rhode Island Office of Energy Resource in 2006 to perform a feasibility study. In addition, NBC received \$1,834,821.95 in principal forgiveness on the project. 19% projected, 20.48% actual.
- i. See attachments.
- j. See attached.

Prepared by: Rich Bernier under direction of WEE

**NARRAGANSETT BAY COMMISSION
REQUEST FOR QUALIFICATIONS/PROPOSALS
DESIGN/BUILD SERVICES**

**CONTRACT 121.00C – FIELDS POINT WASTEWATER TREATMENT
FACILITY WIND TURBINES**

I. GENERAL INFORMATION

a. Introduction/Project Scope

The Narragansett Bay Commission (NBC) owns and operates the two largest wastewater treatment facilities (WWTF) in the State of Rhode Island; the Field's Point (FP) WWTF in Providence and the Bucklin Point (BP) WWTF in East Providence. The NBC is seeking a Design/Build (DB) Team to submit a qualifications/proposal (Q/P) which includes qualifications and a Guaranteed Maximum Price (GMP) to design, install, and provide a two year monitoring and maintenance agreement for up to three (3) utility sized Wind Turbine Generators (WTG) at the FP WWTF located at 2 Ernest Street in Providence, RI.

b. Submittal Schedule

Eight copies of the Q/Ps are due at NBC's Corporate Office Building at One Service Road, Providence, RI 02905 by 1:00 PM prevailing time on August 12, 2010 attention Sam Celone, Purchasing Manager. There will be no exceptions to this deadline. A pre-submittal meeting will be held at 10:00 AM prevailing time on July 15, 2010 at the NBC's Corporate Office Building. A site visit will be conducted immediately following the meeting (the meeting place is adjacent to the Project site.)

c. Project Schedule

A recommendation to award this project is scheduled to be presented at the September 22, 2010 NBC Board of Commissioners meeting. It is anticipated that a Notice-To-Proceed will be issued on or about November 1, 2010. All wind turbines must be operational no later than March 31, 2012. In accordance with the FAA permits, the erection of the WTGs must be complete by January 25, 2012.

d. Questions Regarding the RFQ/P

In general, no answer will be given to DBs in reply to an oral question if the question involves an interpretation of the intent or meaning of the RFQ/P, or the equality or use of products or methods other than those designated or described in the RFQ/P. Any information given to DBs other than by means of the RFQ/P, including Addenda, as described below, is given informally, for information and the convenience of the DB only and is not guaranteed. The DB agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the NBC on account thereof.

To receive consideration, all questions shall be submitted in writing (by mail, fax, e-mail or delivery) to Mr. Tony Dalmazzi, Narragansett Bay Commission, 1 Service Road Providence, RI 02905 (Fax – 401-784-3527, e-mail Tdalmazzi@narrabay.com at least six working days before the established date for receipt of Q/Ps. The NBC will review and consolidate questions received before the deadline, prepare written answers, and respond by Addenda sent at least four days prior to the receipt of Q/Ps to those DBs known to have taken out the RFQ/P. Such Addenda shall become a part of the RFQ/P. In general, the NBC will neither

approve nor disapprove particular products prior to the receipt of Q/Ps; such products will be considered when offered by the DB for incorporation into the Work.

II. SITE INFORMATION/EXISTING CONDITIONS

a. General

The FP WWTF is located on a 24 acre site adjacent to the Port-of-Providence in Providence, Rhode Island. The site is centered within a heavy industrial area with open waters (the Providence River) to the east and an urbanized neighborhood to the west. The facility is easily accessible and highly visible from Interstates 95 and 195, Downtown Providence, and the Providence River. The FP-WWTF operates 24 hours/day, 7 days/week and 365 days/year and with a peak 2 MW electrical power demand uses more than 15,500,000 kWhs of electricity annually primarily for wastewater pumping and treatment operations.

High voltage primary power is supplied by National Grid at 11.5 kilovolts (kV.) The incoming service is metered by National Grid at the incoming electric service pole (Pole No. 1.) A redundant 11.5 kV, 3 phase distribution system energizes transformer substations located at various locations throughout the site. From the substation transformers, 480-volt 3-phase power is distributed to either 480 volt switchboards or motor control centers. Standby power is supplied to portions of the facility from two diesel generators; a 1,175 kW 480-volt 3-phase unit and a 750 kW 480-volt 3-phase unit. A third generator (2,000 kW) will be installed as part of an ongoing construction project.

Just west of the FP WWTF is the Ernest Street Pump Station (ESPS) which pumps approximately 95% of the wastewater that comes into the WWTF. The ESPS has a 1,750 kW

generator which has the capability to supply up to 1,300 kW to the FP WWTF. The NBC has a Demand Response agreement as an Enrolling Participant in ISO-NE's 30 Minute Demand Response Program to run the generator during peak demand periods. The ESPS has a separate incoming feed from National Grid and is thus separate from the FP WWTF.

The FP WWTF has a facility wide instrumentation and control system for control, monitoring and alarming of the processes, equipment, etc.

The NBC has selected, and received FAA approval, three potential sites for WTG installation.

The locations are as follows:

- Area A – is in an asphalt paved area on the south end of the WWTF. There are two primary clarifiers on the north and east sides of the WTG location. On the south and west sides is a fairly steep upslope. At the top of the slope there are overhead power lines.
- Area B – is located on the east side of the WWTF inside a stormwater retention basin. The stormwater basin was previously a chlorine contact tank which was modified as indicated in the drawing included in Attachment 4A. At the WTG location, the stormwater basin contains approximately 7.75-ft of sand at the bottom of the tank and approximately 8.5-ft of crushed stone over the sand. The concrete tank bottom was perforated for drainage. Running along the north wall of the stormwater basin are two brick conduits, approximately 8-ft in diameter, which carry all the effluent from the WWTF to the Providence River. These conduits cannot be disturbed at any time. To the west of the WTG location is a pre-engineered metal building, which houses the

WWTF Dechlorination Facilities. Approximately 120-ft south of the WTG location is the WWTF's bulk storage tanks of sodium hypochlorite.

- Area C – is located in an asphalt paved area on the north side of the WWTF, approximately 25-feet east of a 16-ft high precast concrete retaining wall (see Attachment 4B). There is a final clarifier approximately 20-feet east of the WTG location.

b. Ongoing Construction

There is a major construction project (Contract 109.01C) presently ongoing at the FP WWTF which will continue through 2013. The DB for the WTG's must coordinate his work with that of the contractor for Contract 109.01C. See Attachment 2B which indicate work areas for Contract 109.01C. Note the clarifier replacement work to be completed in the near vicinity of WTG Areas A & C.

c. Attachments

The following site information is attached to this RFQ/P:

- Attachment 1 - NBC FP WWTF Wind Energy Study Report and Wind Data
- Attachment 1A – FAA Approval letters (3) dated January 25, 2010
- Attachment 2 – Site Plan
- Attachment 2A - FP WWTF Site/Utility Plan - CAD
- Attachment 2B - Contract 109.01C – Misc. Site Drawings
- Attachment 3 – FP WWTF Electrical Single Line Diagram.
- Attachment 4 – Borings
- Attachment 4A – Stormwater Basin Details
- Attachment 4B – Area C Retaining Wall

III. PROJECT SUMMARY

a. Program Summary

The NBC has conducted a two year (February 2007 through March 2009) study into the technical and economic feasibility of installing and operating up to three utility sized (600 kW to 1,650 kW) WTGs at the FP WWTF. Utilizing a combination of in-house engineering staff and outside expertise the study consisted of identifying potential locations for the WTGs, collecting on-site wind resource data, investigating and addressing community and environmental impacts and concerns, filing the appropriate “Notices of Proposed Construction or Alterations” with the Federal Aviation Administration (FAA) and performing a preliminary technical project feasibility analysis – see Attachment 1. As a result of this study and a subsequent “Determination of No Hazard to Air Navigation” issued by the FAA on January 25, 2010, NBC has identified the following three potential locations at the FP WWTF for the WTGs see Attachment 1A:

Site	Latitude NAD 83	Longitude	Elevation AMSL	Maximum Height AMSL
Site – A 372-OE	41-47-33.96 (N)	71-23-23.33 (W)	12.33 Feet	372 Feet
Site – B 373-OE	41-47-40.10 (N)	71-23-14.33 (W)	14.85 Feet	375 Feet
Site – C 375-OE	41-47-43.37 (N)	71-23-24.22 (W)	17.27 Feet	377 Feet

The FAA has indicated to the NBC that the WTG's must be installed within 100 feet horizontally of the approved coordinates.

It is the intent of the NBC to install WTGs at one, two or all three of these locations, based on what is most cost effective to the NBC. The WTGs shall be connected to the NBC's existing electrical infrastructure "behind the meter", utilizing the bulk of the generated electricity within the FP WWTF operations. Any excess electricity that may be generated during low facility demand times is to be net metered onto the local grid.

b. Overall Project Objectives

The WTGs shall be designed, constructed and installed to be safely operated, generate maximum power within FAA and site restriction/limitations, minimize annual maintenance and operational costs, and have a minimum useful life of 20 years. The WTGs must be integrated, as required, with the existing electrical infrastructure including but not limited to NBC's existing electrical distribution system components including the operation of the standby generators, as well as the local utility grid. The WTGs are to be connected to the NBC's FP WWTF SCADA system for internal monitoring.

c. Scope of Work

The selected firm will be responsible for the planning, design, purchase, construction, installation, testing, maintenance and demonstrated installed performance of the WTGs by taking the NBC Wind Energy Project from the current completed Feasibility Study phase to the fully operational system phase. Specific Project Work Tasks and Subtasks include the following:

1. Project Management

- a. Overall project management responsibility including oversight of all subcontractor activities
- b. Obtain all and any required city, state, and federal permits – (NBC has filed FAA Form 7460-1 “Notice of Proposed Construction or Alteration” for the three individual turbine locations at the FP WWTF and has received a “Determination of No Hazard to Navigation” for all three sites– see Attachment 1A)
- c. Prepare and submit all documents and forms in order to initiate a National Grid Interconnect Study
- d. Obtain all and any approvals and/or licenses (as required) from National Grid
- e. Develop estimates for WTG noise impacts within a ½ mile radius of the FP WWTF
- f. Develop estimates for impacts of “Shadow Flicker” from the operation of the WTGs
- g. WTG Area B is located in an existing stormwater retention basin. The D/B will be responsible for design and regulatory agency approval of a replacement stormwater retention facility.
- h. Develop and submit to NBC monthly written Project Progress Reports

2. Site Preparation

- a. Conduct all necessary land surveys and geotechnical studies required for foundation design – information on site borings for the FP WWTF are provided in Attachment 4. Site specific borings at the turbine sites may be necessary. If subsurface conditions are found to be materially different than indicated in this

RFQ/P, the D/B shall proceed in accordance with Section 4.2 of DBIA Form 535, General Conditions of Design/Build Contract.

- b. Arrange for all construction equipment and WTG machinery access, as required

3. WTG Project Design

- a. Select and specify the number, size and type of WTGs that optimize power output within site limitations/constraints

- b. Complete all phases of engineering and design necessary to support the WTG and supply power to the FP WWTF and when necessary to the local grid, including but not limited:

- i. Engineering design of the WTG foundations

- ii. Engineering design of the connection(s) of the WTGs into the existing FP WWTF electrical distribution system in accordance with the electrical requirements included in Attachment 11. It is critical that the connection of the WTGs not affect the functionality of the FP WWTF standby generators

- iii. Engineering design of the National Grid interconnection system(s) as required by the Interconnect Study results (at a minimum, the design must comply with National Grid's "Standards for Connecting Distributed Generation) and in accordance with the electrical requirements included in Attachment 11.

- iv. Engineering design of the WTG integration into the FP WWTF Instrumentation and Control system as indicated in Attachment 12.

- v. All specified equipment must comply with the America's Recovery and Reinvestment Act of 2009 (ARRA) "Buy American" provisions, as administered through the RI Office of Energy Resources and the US Department of Energy (see Attachment 6).
 - c. Estimate potential impacts associated with:
 - i. WTG noise within a ½ mile radius of the FP WWTF
 - ii. "Shadow Flicker" from the operation of the WTGs
4. WTG Construction
- a. Delivery of all required WTG and construction equipment to the site. DBs shall be aware that because of impacts to the operation of the WWTF and the ongoing construction of Contract 109.01C, laydown areas adjacent to the WTG installation areas will not be available for a period of time longer than 60 calendar days. If laydown area is required beyond 60 calendar days, NBC will provide areas elsewhere on the WWTF site or at the Tunnel Pump Station site, approximately 1000 feet west of the WWTF.
 - b. Constructing foundations for WTGs and other equipment, as required
 - c. Installation of ductbank and wire as required for transmission of electrical energy and communications from the WTG sites to the interconnection location(s) to the NBC system. In keeping with standards established at the FP WWTF, all new electrical transmission lines and communication lines are to be placed in reinforced concrete encased underground ductbanks. The FP WWTF has a substantial underground electrical distributions system, with a limited amount of spare conduits available in the system. **Respondents are to base their**

proposals assuming that existing underground conduits will not be available for the WTG power and communications lines.

- d. Providing site shelter and site security (both temporary and permanent), as required
- e. Purchase and installation of all WTG required equipment including but not limited to:
 - i. Tower
 - ii. Nacelle
 - iii. Generator
 - iv. Rotor and Blades
 - v. Spare parts
 - vi. Manuals
 - vii. All necessary grid interconnect components as needed (i.e. enclosures, transformers, switches, meters, cables, etc)
 - viii. All necessary external control & communication components

Note that the FAA permit stipulates that the maximum height requirements apply to temporary construction equipment as well as the permanent installation.

- f. Purchase and installation of all necessary control & communication components in suitable enclosures
- g. Purchase, installation and connection of the WTG Instrumentation and Control system to the WWTF I & C system. The new WTGs shall be integrated into the existing I & C head end PC workstations via WT OPC server and HMI PC

workstation computer software via the existing I & C Ethernet data communication (see Attachment 12).

- h. Connection of WTGs to NBC existing FP WWTF electrical distribution system including the purchase and installation of all equipment and materials, and indicated in Attachment 11.
 - i. Connecting the WTGs to the Utility Grid, including cable runs to appropriate existing Utility Grid connection for the intended purpose of net metering
 - j. Connecting the WTGs to appropriate telephone or cable communication link, including cable runs for the purpose of external monitoring and control of the WTGs as required
 - k. Testing and commissioning of the WTGs, including all interfaces, to demonstrate to the satisfaction of the NBC that the completed WTGs meet all technical specifications
 - l. Returning the construction site surroundings to pre-project conditions
5. WTG Testing, Training and Start-up
- a. Equipment check-out and certification - equipment manufacturers ensure that the equipment has been properly installed and ready for operation
 - b. Preliminary Tests – demonstrate that each piece of equipment will perform the intended function
 - c. System Demonstration Testing – demonstrate that the WTG system operates as intended including (but not limited to) the following:
 - i. Providing power to the FP WWTF
 - ii. Providing power to the local grid

- iii. Not affecting the operation of the FP WWTF standby generators
 - iv. Verification of communications with NBC SCADA system and the DB Team's online operations and monitoring system
 - d. Training of NBC staff to fully understand and competently operate the WTGs
 - e. Commissioning of the WTG system
 - f. Performance testing – verification that the WTGs are performing as proposed and meet all Performance Guarantees. Performance testing shall be in accordance with International Standard IEC 61400-12.
6. Warranty and Monitoring, Maintenance and Service
- a. Provide two year WTG system warranty
 - b. Provide two year monitoring, maintenance and service contract, including but not to be limited to, regular scheduled equipment maintenance services and materials, remote WTG system monitoring, and emergency repair services
 - c. Provide monthly reports on WTG power production, cost savings, etc.
7. Closeout Services
- a. Provide record drawings – see Attachment 5 - NBC Record Drawing Requirements
 - b. O & M Manuals
 - c. Spare Parts
8. Services Not Required
- The following activities/tasks are not required:
- a. Communicating with the public
 - b. Collection of wind resource data

- c. Selecting the WTGs sites
- d. Conducting a financial analysis of energy payback
- e. Obtaining FAA permits/approvals
- f. Assessing potential avian impacts

e. Codes and Standards

1. The WTG shall meet or exceed all applicable State and City building codes.
2. All design drawings shall be stamped and signed by Professional Engineers licensed in the State of Rhode Island.

f. Funding Requirements

This project may be funded in part or in whole through the Rhode Island Department of Environmental Management's State Revolving Fund (SRF) loan program and/or grant awards from the State of Rhode's Renewable Energy Funds and/or ARRA State Energy Program. Requirements for these funding sources are included in Attachment 6. The DB Team must comply with all requirements of all identified funding sources.

IV. DESIGN/BUILD CONTRACT REQUIREMENTS

The following documents will be used to administer this project.

- Attachment 5 – NBC Record Drawing Requirements
- Attachment 6 – State Revolving Fund (SRF) Requirements, Miscellaneous State and Federal Requirements; and other grant funding information
- Attachment 7 - Design-Build Institute of America (DBIA) Document No. 530 – Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fixed Fee with an Option for a Guaranteed Maximum Price as amended by the Supplemental Conditions included at the front of the document. The contract will be administered as a Cost Plus

Fixed Fee, with a Guaranteed Maximum Price contract. DB will provide documentation of actual costs incurred with each requisition for payment. See DBIA Document No. 530, Sections 6.3 and 6.4 for allowable and non-allowable costs.

- Attachment 8 - DBIA Document No. 535 – Standard Form of General Conditions of Contract Between Owner and Design-Builder as amended by the Supplemental Conditions included at the front of the document.
- Attachment 9 - Certificate of Insurance
- Attachment 10 - Bonds – Bid Bond, Performance Bond and Labor and Materials Bond.

The GMP submitted as part of the qualifications/proposal shall be based on these contract requirements.

V. REQUIREMENTS FOR QUALIFICATION STATEMENT/PROPOSAL

Eight copies of the Qualifications/Proposals (Q/P) shall be submitted and include the following information:

a. Executive Summary

Outline a brief history of the DB team members and WTG manufacturer, including form of ownership and names of owners/officers, your understanding of the Project, and the benefits your firms would bring to the Project.

b. Project Experience

A DB team's experience will be determined by evaluating full scale similar installations that are currently operating. Please list North American installations separately. The evaluation will give consideration to the number of installations and in particular to installation of the model(s) proposed to be used for this project. Provide detailed information on the type and model numbers of the installed WTGs, nameplate capacities, dates the WTGs were put into service,

client name, address, and contact information. Any facility listed may be contacted by the NBC. The DB team should emphasize their ability to perform work of this size and complexity. Indicate which projects have been performed by the Design/Build process. For each project, the following information shall be provided: brief description of the project, estimated and actual cost of the project, scheduled and actual start and completion dates, role(s) of any DB team members in the project and references for any DB team members involved in the project.

c. Design Solution

The DB team shall evaluate all the information provided in this RFQ/P. The DB team shall make a determination of the WTG vortex interaction for the three locations based on the wind data included in the RFQ/P. Using this information, submit up to three separate design solutions for the project; one with three WTG's installed, one with two WTG's, and one with one WTG. For designs with less than three WTG's, indicate which sites will be used and the reasons that the sites were selected. If a DB team chooses not submit a design solution for one of the three options, indicate the reason the option(s) were not included. At a minimum, the following items shall be included in the design solutions:

- Wind Turbine Generators (WTG)
 - Manufacturer
 - Model number(s)
 - Physical dimensions
 - Capacity
 - Power curve
 - Any other pertinent information

- Site plan(s) indicating each WTG location, connection(s) to NBC electrical distribution system, connection(s) to NBC communication system and outside communication system
- Foundation plans and elevations – indicate if additional borings are required
- Schematic drawings of the WTG electrical and I & C systems indicating the connections to the NBC electrical distribution system and the NBC SCADA system.
- Plans for estimating WTG noise impacts within a ½ mile radius of the FP WWTF
- Plans for estimating impacts of “Shadow Flicker” from the operation of the WTGs
- Outline specifications

Indicate whether the WTG(s) proposed meet the “Buy American” provision of ARRA (either by being manufactured or substantially transformed in the US) or if a waiver will be required. If the WTG(s) is not manufactured in the United States, describe, in detail the substantial transformation process.

d. Project Management Plan

The plan shall identify the members of the DB team and the roles that each firm will perform in the design and construction process. Provide resumes for key personnel in each firm identified. The plan shall indicate what portions of the work will be performed by members of the DB team and what portions will be subcontracted out. Indicate the procedure that will be used to select a subcontractor. A QA/QC plan shall be included

e Project Schedule

The schedule shall be submitted with the Q/P. At a minimum the schedule must address the following activities (not necessary listed in order of performance):

- Initiation and Completion of the Interconnect Study

- Construction of WTG Foundations
- Delivery of the WTG Components to the FP WWTF
- Installation and Construction of the WTGs – must be completed prior to January 25, 2012, in accordance with FAA permit.
- Start-Up and Operation of the WTGs – must be completed by March 31, 2012 per ARRA funding requirements.

f. GMP

GMP's for each design solution must be submitted as part of the Q/P costs shall be broken down into the following categories:

- Design cost
- Project Management cost
- Contingency
- Permit and Utility Fees, including the National Grid Interconnect Study – each DB shall include a \$100,000 allowance for direct charges from the permitting agency or utility. DB's cost associated with permitting and utilities will be included in their Project Management
- Bonds and Insurance
- Construction costs broken down by discipline
- Equipment
- Two year equipment warranty
- Two year Monitoring, Maintenance and Service Contract
- Total

The Q/P shall list any and all exclusions.

g. Continued Monitoring, Maintenance and Service Cost Proposal

Include with the Q/P, a cost proposal for each design solution for maintaining and servicing the WTGs for a period of 18 years (initial eight (8) year term with two (2), five (5) year options) which would commence at the conclusion of the Two Year Warranty and Monitoring, and Maintenance and Service Contract. The proposal shall include preventative and corrective maintenance, spare parts and lubricants, replacement of equipment that has reached the end of

its useful life prior to the end of the 20-year term, and remote system monitoring. The costs shall be submitted based on 2010 dollars. **The cost for this Continued Monitoring, Maintenance and Service Proposal will not be included in the GMP.**

h. Performance Guarantee

The NBC will evaluate the value of each WTG based on a 20-year cost of ownership. In order to best evaluate this cost, the following performance criteria must be provided and guaranteed for each proposed WTG and at each location (provide a separate table for each design proposal):

WTG Make and Model	NBC Site Location	Nameplate Rated Capacity (kW)	Availability (%)^a	Capacity Factor (%)^b	Average Annual Electricity Production (kWh/Year)^c	Annualized 20 year Construction, Monitoring & Maintenance Cost (\$/Year)^d
Total:						

- a. Availability: percent of available operating time taking into account all planned and/or expected routine maintenance/service downtime
- b. Capacity Factor: to be based on the WTG power curve as applied only to the FP WWTF wind resources data collected between 1/12/2008 and 12/31/2008 contained on data files attached to the NBC Wind Energy Project Feasibility Study Report. Attach power curve and/or power curve data to this submittal.
- c. Average Annual Electricity Production: Capacity Factor x Nameplate Rated Capacity x Availability x 8,760 hrs/year
- d. GMP plus 18 year extended Monitoring and Maintenance cost, divided by 20 years.

DB shall guarantee the availability and the power generation curve information.

i. MBE/WBE/DBE Participation

1. Rhode Island State Law and regulations require that contractors attempt to award at least ten percent (10%) of the total dollar value of the contract to MBE/WBE firms. These regulations may be obtained from the RI Department of Administration Minority Business Enterprise Commission, Minority Business Enterprise Compliance Office. The respondent must sign the MBE/WBE COMPLIANCE STATEMENT attached (Attachment 1) and include in the Q/P.
2. As required by the EPA Good Faith Efforts document included in the SRF Requirements, EPA Form 6100-4, DBE Subcontractor Utilization Form and EPA Form 6100-3, DBE Subcontractor Performance Form, (Attachment 6) must be completed and included in Q/P.

j. Bid Bond

1. DB shall provide a bid bond in the amount of 5% of the highest GMP submitted. The bond form is included in Attachment 10.

VI. SELECTION PROCESS**a. Selection Criteria**

The DB teams will have their Q/P rated based on the following criteria:

1. Project Experience – 15%
2. Design Solution – 20%.
3. Project Management Plan - 10%
4. Project Schedule - 5%
5. Cost of Average Annual Energy Production (\$/kWH)* - 45%
- 6.MBE/WBE Compliance – 5%

* Cost of Average Annual Energy Production = $(GMP + 18 \times (\text{Total Continued Average Annual Monitoring, Maintenance and Service Costs})) / 20 / \text{Total Average Annual Electricity Production}$

b. Selection Panel

The selection panel will be comprised of personnel from the NBC.

**Contract 121.00C - FP WWTF Wind Turbines
Proposal Cost Evaluation**

		JLM				JKS				DOC		Gilbane			
		1 Vestas V82 1,650 kW Turbine	2 Vestas V82 1,650 kW Turbines	3 Vestas V82 1,650 kW Turbines		1 Vestas V82 1,650 kW Turbine	2 Vestas V82 1,650 kW Turbines	3 Vestas V82 1650 kW Turbines		3 AAER 1650 kW Turbines		3 Unison U57 750 kW Turbines	3 Vestas V82 1,650 kW Turbines	3 Vensys 77 1,500 kW Turbines	3 Vensys 82 1,500 kW Turbines
kWh/yr		2,806,487	5,557,184	8,153,332		2,514,000	4,928,000	7,166,000		6,566,496		3,215,811	7,166,000	6,745,000	7,508,000
Design Cost		\$398,000	\$478,000	\$591,000		\$309,063	\$377,017	\$458,284		\$378,000		\$308,465	\$308,465	\$308,465	\$308,465
Project Management Cost		\$573,000	\$877,000	\$1,254,000						\$1,200,000		\$539,968	\$674,503	\$599,417	\$599,417
General Condition/Requirements						\$125,000	\$140,000	\$195,000							
Contingency		\$770,000	\$1,382,000	\$1,965,000						\$300,000		\$425,000	\$425,000	\$425,000	\$425,000
Permits and Utility Fees		\$100,000	\$100,000	\$100,000		\$100,000	\$100,000	\$100,000		\$100,000		\$100,000	\$100,000	\$100,000	\$100,000
Bonds and Insurance		\$147,000	\$241,000	\$327,000		\$105,023	\$128,941	\$151,472		\$230,000		\$217,777	\$312,855	\$259,790	\$259,790
Construction Costs															
	Site work	\$667,000	\$1,473,000	\$2,280,000		\$233,060	\$405,018	\$506,321				\$591,742	\$591,742	\$591,742	\$591,742
	Piles/Foundation					\$153,060	\$290,018	\$416,284				\$514,395	\$514,395	\$514,395	\$514,395
	Drilling					\$138,060	\$265,018	\$386,284							
	Metal Fabrications					\$102,060	\$195,018	\$286,284							
	Concrete Work	\$865,000	\$1,936,000	\$2,776,000								\$297,826	\$297,826	\$297,826	\$297,826
	Combined Construction									\$5,325,000					
	Turbine Erection	\$500,000	\$1,000,000	\$1,500,000		\$693,560	\$1,085,518	\$1,474,784				\$996,162	\$1,004,580	\$1,064,961	\$1,064,961
	Electrical	\$1,126,000	\$1,416,000	\$1,725,000		\$399,560	\$653,518	\$898,784				\$1,267,915	\$1,267,915	\$1,267,915	\$1,267,915
	Instrumentation											\$40,000	\$40,000	\$40,000	\$40,000
Equipment Costs															
	Wind Turbine	\$2,902,000	\$5,454,000	\$8,006,000		\$2,716,460	\$5,406,684	\$8,091,284		\$7,800,000		\$4,229,000	\$8,560,000	\$6,059,800	\$6,284,800
Two Year Warranty		\$0	\$0	\$0								\$0	\$0	\$0	\$0
Two Year Service Contract		\$130,000	\$260,000	\$390,000		\$193,060	\$375,018	\$556,284		\$138,000		\$84,000	\$134,000	\$124,000	\$124,000
Total		\$8,178,000	\$14,617,000	\$20,914,000		\$5,267,966	\$9,421,768	\$13,521,065		\$15,471,000		\$9,612,250	\$14,231,281	\$11,653,311	\$11,878,311
18 Year O&M		\$1,170,000	\$2,340,000	\$3,510,000		\$1,055,100	\$2,110,200	\$3,165,300		\$204,000		\$792,000	\$1,179,000	\$1,152,000	\$1,152,000
20 Year Annualize costs \$/yr		\$467,400	\$847,850	\$1,221,200		\$316,153	\$576,598	\$834,318		\$903,150		\$520,213	\$770,514	\$640,266	\$651,516
20 year average \$/kWh		\$0.1665	\$0.1526	\$0.1498		\$0.1258	\$0.1170	\$0.1164		\$0.1375		\$0.1618	\$0.1075	\$0.0949	\$0.0868
	Hub Height AGL (meters)	68.5	68.5	68.5		70.0	70.0	70.0		70.0		68.0	70.0	61.5	68.0
	Rotor Diameter (meters)	82.0	82.0	82.0		82.0	82.0	82.0		77.0		57.0	82.0	77.0	82.0
	Total Height (feet)	359.2	359.2	359.2		364.2	364.2	364.2		356.0		316.6	364.2	328.1	357.6
	Cut-in-Wind Speed (m/s)	3.5	3.5	3.5		3.5	3.5	3.5		3.5		3.0	3.5	3.0	3.0
	Nominal Wind Speed (m/s)	13.0	13.0	13.0		13.0	13.0	13.0		12.0		12.5		13.0	12.5
	Cut-Out Wind Speed (m/s)	20.0	20.0	20.0		20.0	20.0	20.0		20.0		25.0		22.0	22.0
1 m/s = 2.24 mph	Survival Velocity (m/s)/(mph)					59.5 / (133.3)	59.5 / (133.3)	59.5 / (133.3)		59.5 / (133.3)		52.5 / (117.6)	59.5 / (133.3)	52.5 / (117.6)	52.5 / (117.6)
	Availability	95.00%	95.00%	95.00%		98.10%	98.10%	98.10%		95.00%		85%/90%/95%	Not Given	80%/90%/95%	80%/90%/95%
	Capacity Factor	19.40%	19.20%	18.7/18.9%		17.00%	17.00%	17.00%		19.50%		16.30%	17.00%	19.00%	19.00%
	Power Curve Guarantee	95.00%	95.00%	95.00%		None	None	None		None					
	Assumed Array Losses					0.00%	2.00%	5.00%				5.00%	5.00%	5.00%	5.00%
	Project Start Date	11/02/10				11/01/10				11/02/10		11/01/10			
	Project Completion Date	03/22/12				01/24/12				12/11/11		03/31/12			

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-17 Please provide a status report on the operational effectiveness of the CSO Phase I facilities. Please include a description of operational deficiencies or problems in your response.

Answer:

The tunnel has been working well and the resulting improvements are as follows:

- Historically, the two most northern shellfishing areas in the Bay, Areas A and B, were closed after rainfall (0.5 inches and 1.0 inch within a 24 hours, respectively). Due to the success of the CSO Tunnel, the closure regulations increased to higher rainfall amounts, with Area A now closing with ≥ 0.8 inches of rain and Area B with ≥ 1.5 inches of rain. The CSO tunnel was highlighted as the reason for the historic changes; *“the changes are a result of water quality improvements associated with the completion of Phase I of the three-phase Narragansett Bay Commission combined sewer overflow program in 2008”* (DEM Press Release, May 26th, 2011). On average, Area A is expected to be open 65 more days/year and Area B is projected to be open 45 more days/year to shellfishing.
- Since the NBC CSO Tunnel has gone into operation, the average yearly flow into the wet weather facility has been reduced by 76%, with an impressive average decrease of 83% in wet weather discharge events per year.
- Phase I tunnel has prevented thousands of pounds of pollutants from entering the upper Bay by being captured and processed at the Field's Point WWTF
 - It is estimated that over 1,609,367 lbs. of TSS; 1,054,967 lbs. of BOD; 114,772 lbs. of TN; and 50,915 lbs. metals have been prevented from entering the upper Bay and tributary rivers from CSOs.
- In addition, bacteria pollution has been reduced, with an overall 36% decrease in fecal coliform bacteria in the upper Bay (Point St Bridge to Conimicut Pt). Specifically, there has been a 54% reduction in the upper Providence River (Pt Street Bridge to Gaspee Pt), 5% decrease in the lower Providence River (Gaspee Pt to Conimicut Pt), and 56% in the Conditional Shellfishing Areas A and B.
- At three beaches considered to be impacted by the NBC CSOs, Bristol Town Beach, Barrington Town Beach, and Conimicut Beach, there was a 44% decrease in closure events and an 82% decrease in closure days in 2010 compared to 2006 (years of similar rain). In addition, three beaches sampled as part of the “Urban Beach Initiative”, Sabin's Point, Rosa Larisa Park and Gaspee Point, were found to have compliance rate with pathogen standards of ~85% in 2010 and ~74% in 2011, similar to beaches in areas with less pollution impacts.

Prepared by: John Motta under the direction of WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-18 Please provide a breakdown of the bid responses for the eleven contracts awarded for the CSO Phase II facility – include name of the bidder, amount of the bid, and any change orders granted to date.

Answer: See attached

Prepared by: Rich Bernier under direction of WEE

Construction Budgets as of April 2013

Ongoing Projects

CONTRACT NO.	DESCRIPTION	CONTRACTOR	PERCENT COMPLETE	LOW BID	CONTRACT AMOUNT TO DATE	CONTRACT AMOUNT INCREASE	PERCENT INCREASE
CSO Phase II							
303.02C	OF 106 Facilities	J. H. Lynch & Sons	36%	\$3,688,936	\$3,688,936	\$0	0.00%
303.03C	WCSOI - Main	Barletta Heavy/Shank/Balfour	32%	\$59,995,000	\$62,899,119	\$2,904,119	4.84%
303.04C	SCSOI - Main	Northeast Remsco Construction	25%	\$18,657,000	\$18,657,000	\$0	0.00%
303.05C	OF 027	John Rocchio Corp.	86%	\$6,580,587	\$8,678,698	\$2,098,111	31.88%
303.06C	OF 037 - West	C. B. Utility	67%	\$7,429,700	\$7,513,814	\$84,114	1.13%
303.08C	OF 037 - North	DiGregorio Inc.	2%	\$7,367,301	\$7,367,301	\$0	0.00%
303.09C	WCSOI- Regulator	Grove Construction	90%	\$894,000	\$853,678	(\$40,322)	-4.51%
303.10C	WCSOI - North	Cardi Corp	95%	\$5,368,000	\$5,368,000	\$0	0.00%
303.11C	WCSOI - West	DiGregorio Inc.	97%	\$6,848,518	\$10,144,807	\$3,296,289	48.13%
303.12C	SCSOI - Regulator	R. P. Iannuccillo & Sons	89%	\$598,000	\$598,000	\$0	0.00%
303.13C	WCSOI - Demolition	A. A. Asbestos Abatement	99%	\$194,850	\$108,112	(\$86,738)	-44.52%
303.14C	WCSOI - OF 054	DiGregorio Inc.	54%	\$2,368,683	\$2,368,683	\$0	0.00%
SUBTOTAL				\$116,301,639	\$124,557,212	\$8,255,573	7.10%

Table 1
Combined Sewer Overflow Control Facilities Program, Phase II, Outfall 106 Facilities
Contract 303.02C

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	ENGINEER'S ESTIMATE	UNIT COST	J.H. Lynch & Sons, Inc	UNIT COST	DiGregorio, Inc.*	UNIT COST	Cardi Corporation**	UNIT COST	John Rocchio Corporation	UNIT COST	R. Zoppo Corporation	UNIT COST	D'Ambra Construction Co., Inc
1	Disposal of special waste No. 1 Allowance	1	Allowance	\$10,000.00	\$10,000	\$10,000.00	\$10,000	\$10,000.00	\$10,000	\$10,000.00	\$10,000	\$10,000.00	\$10,000	\$10,000.00	\$10,000	\$10,000.00	\$10,000
2	Disposal of special waste No. 2	1	Allowance	\$50,000.00	\$50,000	\$50,000.00	\$50,000	\$50,000.00	\$50,000	\$50,000.00	\$50,000	\$50,000.00	\$50,000	\$50,000.00	\$50,000	\$50,000.00	\$50,000
3	Electric and Telephone Service	1	Allowance	\$15,000.00	\$15,000	\$15,000.00	\$15,000	\$15,000.00	\$15,000	\$15,000.00	\$15,000	\$15,000.00	\$15,000	\$15,000.00	\$15,000	\$15,000.00	\$15,000
4	Excavation of Boulders and Unanticipated Obstructions for Subsurface Excavation	15	Cubic Yard	\$200.00	\$3,000	\$150.00	\$2,250	\$50.00	\$750	\$200.00	\$3,000	\$100.00	\$1,500	\$150.00	\$2,250	\$1,000.00	\$15,000
5	Installation and Testing of Timber Piles	22,750	Linear Feet	\$57.14	\$1,300,000	\$24.50	\$557,375	\$14.75	\$335,563	\$27.00	\$614,250	\$18.00	\$409,500	\$50.00	\$1,137,500	\$45.00	\$1,023,750
6	Installation of Timber Pile Splices	12	Each	\$166.67	\$2,000	\$1.00	\$12	\$200.00	\$2,400	\$100.00	\$1,200	\$1.00	\$12	\$1.00	\$12	\$200.00	\$2,400
7	Installation of Water Supply Well	300	Linear Feet	\$66.67	\$20,000	\$14.33	\$4,299	\$12.00	\$3,600	\$63.00	\$18,900	\$75.00	\$22,500	\$120.00	\$36,000	\$60.00	\$18,000
8	All Remaining Work	1	Lump Sum	\$4,600,000.00	\$4,600,000	\$3,050,000.00	\$3,050,000	\$3,609,814.50	\$3,609,815	\$3,804,000.00	\$3,804,000	\$5,083,000.00	\$5,083,000	\$4,580,000.00	\$4,580,000	\$4,750,000.00	\$4,750,000
	Total				\$6,000,000		\$3,688,936		\$4,027,127		\$4,516,350		\$5,591,512		\$5,830,762		\$5,884,150

Note: Values below do not include the bid that was non-responsive.

Average \$4,923,140
Delta Low Bid to Average Bid \$1,234,204
% Difference to Average 33%
Delta Low Bid to Second Bid \$338,191
% Difference to Second Bid 9%

* There is an error of \$1.00 in the addition used by DiGregorio to form its total bid.

** There is a \$50.00 discrepancy between the total bid and the sum of bids items provided by Cardi Corporation.

Table 1
 Combined Sewer Overflow Control Facilities Program, Phase II, WCSOI Interceptor - Main
 Contract 303,03C

BID DISALLOWED

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE	Barietta Heavy / Shank / Balfour Beatty, JV	Michels Corporation of Wisconsin	Northwest Remsco Construction, Inc.	Super Excavators, Inc.	Cardi Corporation	The Shea Joint Venture	E.E. Cruz & Company, Inc.
1	Disposal of Special Waste No. 1	1	Allowance	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
2	Disposal of Special Waste No. 2	1	Allowance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
3	Disposal of Dioxin Contaminated Soil	1	Allowance	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
4	Gas Main Relocation	1	Allowance	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000
5	Electric Utility Relocation, Street Lighting Relocation and Obtaining Permanent Power Service	1	Allowance	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
6	Telephone Line Relocation	1	Allowance	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
7	Tunnel Inspection Support	1	Allowance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
8	City of Providence Traffic and Street Opening Permit Fees	1	Allowance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
9	Repairs and Cleaning for Main Spine Tunnel	1	Allowance	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
10	Water Main Relocation	1	Allowance	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
11	Modifications to Parking Lots at 51 Manton Ave, 5 Atwood Street and 9 Edna Street	1	Allowance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
12	Boulder Excavation	20	CY	\$30,000	\$5,400	\$11,500	\$10,000	\$4,000	\$20,000	\$19,000	\$30,000
13	Obstruction Removal Shaft	40	FT	\$450,000	\$200,000	\$60,000	\$228,000	\$640,000	\$400,000	\$280,000	\$188,000
14	Tunnel Cut-off Grouting Cement	27000	Pound	\$100,000	\$32,400	\$54,000	\$81,000	\$27,000	\$135,000	\$67,500	\$121,500
15	Tunnel Cut-off Grouting Microfine Cement	1250	Pound	\$10,000	\$3,750	\$7,500	\$15,000	\$7,500	\$18,750	\$100,000	\$23,125
16	Tunnel Cut-off Grouting Grout Holes	8000	LF	\$200,000	\$112,000	\$64,000	\$360,000	\$160,000	\$600,000	\$280,000	\$184,000
17	Tunnel Cut-Off Grouting Packers	500	Per Each Packer	\$150,000	\$90,000	\$30,000	\$25,000	\$50,000	\$62,500	\$200,000	\$199,000
18	Contingency Probe Holes	200	LF	\$50,000	\$2,800	\$3,200	\$30,000	\$4,000	\$50,000	\$25,000	\$30,800
19	All remaining work	1	Lump Sum	\$87,000,000	\$57,538,654	\$60,513,428	\$71,340,000	\$76,925,000	\$81,737,750	\$84,393,500	\$91,163,575
	Total			\$90,000,000	\$59,995,004	\$62,753,628	\$73,899,000	\$79,827,500	\$85,034,000	\$87,375,000	\$93,950,000

Average* \$74,814,021
 Delta Low Bid to Average Bid \$14,819,021
 % Difference to Average 24.7%
 Delta Low Bid to Second Bid \$2,758,628
 % Difference to Second Bid 4.6%

*Average does not include Non-Responsive Bid

Table 1
Seakonk CSO Interceptor
Contract 303.04C

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE		Northeast Remsco Construction, Inc.		Barletta Heavy Division, Inc.		JRCRUZ Corporation		Michels Corporation of Wisconsin		Cruz Contractors LLC		CAC Industries, Inc.		Jay Dee Contractors, Inc.		
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost
1	Disposal of special waste No. 1 Allowance	1	Allowance	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
2	Disposal of special waste No. 2 Allowance	1	Allowance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
3	Electric Utility Relocation, Street Lighting Relocation and Obtaining Permanent Power Service	1	Allowance	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
4	Gas Main Relocation	1	Allowance	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
5	Cable and Telephone Relocation	1	Allowance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
6	City of Providence Traffic and Street Opening Permit Fees	1	Allowance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
7	Boulder Excavation for the Jacking/Receiving Pit	50	Cubic Yard	\$2,500	\$125,000	\$100	\$5,000	\$250	\$12,500	\$600	\$30,000	\$530	\$26,500	\$1	\$50	\$1,500	\$75,000	\$5,000	\$250,000	
8	Obstruction Removal Shaft	60	Foot	\$3,000	\$180,000	\$1,000	\$60,000	\$2,775	\$166,500	\$1,000	\$60,000	\$1,800	\$108,000	\$1	\$60	\$3,000	\$180,000	\$2,500	\$150,000	
9	All Remaining Work	1	Lump Sum	\$34,210,000	\$34,210,000	\$18,107,000	\$18,107,000	\$19,831,000	\$19,831,000	\$21,723,298	\$21,723,298	\$24,252,650	\$24,252,650	\$26,700,000	\$26,700,000	\$26,877,401.08	\$26,877,401.08	\$40,100,000	\$40,100,000	
Total					\$35,000,000		\$18,657,000		\$20,495,000		\$22,298,298		\$24,872,150		\$27,185,110		\$27,617,401.08		\$40,985,000	

Note: Non-Responsive Bidders were not Included in Analysis

Average \$26,015,708
Delta Low Bid to Average Bid \$7,358,708
% Difference to Average 39%
Delta Low Bid to Second Bid \$1,838,000
% Difference to Second Bid 9.85%

Table 2
Seakonk CSO Interceptor
Contract 303.04C

Responsive Bidders Business Address		
	Name	Address
1	Northeast Remsco Construction, Inc.	1433 Route 34 South, Building B, Farmingdale, New Jersey 07727
2	Barletta Heavy Division, Inc.	40 Shawmut Road, Suite 200, Canton, Massachusetts 02021-1409
3	JRCRUZ Corporation	675 Line Road, Aberdeen, New Jersey 07747
4	Michels Corporation of Wisconsin	16500 West Rogers Drive, New Berlin, Wisconsin 53151
5	Cruz Contractors LLC	952 Holmdel Road, New Jersey 07733
6	CAC Industries, Inc.	54-08 Vernon Boulevard, Long Island City, New York 11101
7	Jay Dee Contractors, Inc.	38881 Schoolcraft Road, Livonia, Michigan 48150

Item No.	Description	Units	Quantity	Engineer		John Rocchio Corporation		DiGregorio, Inc.		D'Ambra Construction Company, Inc.		C.B. Utility Co., Inc.		Non-Responsive J.H. Lynch & Sons, Inc.		Cardi Corporation	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Constructing New Storm Drains:																	
1.0	12-inch Dia. RCP Drain	LF	8800	\$195.00	\$1,716,000.00	\$110.00	\$968,000.00	\$101.00	\$888,800.00	\$110.00	\$968,000.00	\$70.00	\$616,000.00	\$100.00	\$880,000.00	\$90.00	\$792,000.00
1.1	15-inch Dia. RCP Drain	LF	700	\$200.00	\$140,000.00	\$120.00	\$84,000.00	\$97.00	\$67,900.00	\$120.00	\$84,000.00	\$80.00	\$56,000.00	\$120.00	\$84,000.00	\$90.00	\$63,000.00
1.2	18-inch Dia. RCP Drain	LF	2500	\$225.00	\$562,500.00	\$130.00	\$325,000.00	\$101.00	\$252,500.00	\$130.00	\$325,000.00	\$100.00	\$250,000.00	\$80.00	\$200,000.00	\$90.00	\$225,000.00
1.3	24-inch Dia. RCP Drain	LF	3300	\$230.00	\$759,000.00	\$140.00	\$462,000.00	\$137.00	\$452,100.00	\$140.00	\$462,000.00	\$120.00	\$396,000.00	\$155.00	\$511,500.00	\$100.00	\$330,000.00
1.4	30-inch Dia. RCP Drain	LF	500	\$275.00	\$137,500.00	\$150.00	\$75,000.00	\$140.00	\$70,000.00	\$150.00	\$75,000.00	\$150.00	\$75,000.00	\$115.00	\$57,500.00	\$150.00	\$75,000.00
1.5	18-inch Dia. DI Pipe	LF	50	\$250.00	\$12,500.00	\$120.00	\$6,000.00	\$180.00	\$9,000.00	\$300.00	\$15,000.00	\$320.00	\$16,000.00	\$150.00	\$7,500.00	\$150.00	\$7,500.00
1.6	24-inch Dia. DI Pipe	LF	25	\$300.00	\$7,500.00	\$140.00	\$3,500.00	\$325.00	\$8,125.00	\$325.00	\$8,125.00	\$860.00	\$21,500.00	\$220.00	\$5,500.00	\$250.00	\$6,250.00
2.0	4-foot Dia. (I.D.) Precast Concrete Drain Manhole, RI Std 4.2.0.	EA	94	\$5,000.00	\$470,000.00	\$3,500.00	\$329,000.00	\$3,600.00	\$338,400.00	\$3,000.00	\$282,000.00	\$3,000.00	\$282,000.00	\$5,000.00	\$470,000.00	\$3,500.00	\$329,000.00
2.1	5-foot Dia. (I.D.) Precast Concrete Drain Manhole, RI Std 4.2.1.	EA	1	\$5,200.00	\$5,200.00	\$7,000.00	\$7,000.00	\$5,600.00	\$5,600.00	\$3,900.00	\$3,900.00	\$3,500.00	\$3,500.00	\$5,800.00	\$5,800.00	\$4,000.00	\$4,000.00
2.2	6-foot Dia. (I.D.) Precast Concrete Drain Manhole, RI Std 4.2.2.	EA	6	\$5,500.00	\$33,000.00	\$8,000.00	\$48,000.00	\$7,100.00	\$42,600.00	\$4,300.00	\$25,800.00	\$4,000.00	\$24,000.00	\$6,000.00	\$36,000.00	\$4,000.00	\$24,000.00
3.0	4-foot Square (Single) Precast Concrete Catch Basin, RI 4.3.0.M	EA	3	\$6,500.00	\$19,500.00	\$6,000.00	\$18,000.00	\$7,600.00	\$22,800.00	\$4,900.00	\$14,700.00	\$6,000.00	\$18,000.00	\$6,200.00	\$18,600.00	\$4,000.00	\$12,000.00
3.1	4-foot Square (Double) Precast Concrete Catch Basin, RI 4.3.0.M	EA	1	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$5,300.00	\$5,300.00	\$6,000.00	\$6,000.00	\$6,800.00	\$6,800.00	\$4,000.00	\$4,000.00
3.2	4-foot Dia. (I.D.) Round Precast Concrete Catch Basin, RI 4.4.0.	EA	34	\$5,000.00	\$170,000.00	\$5,000.00	\$170,000.00	\$4,800.00	\$163,200.00	\$3,500.00	\$119,000.00	\$4,000.00	\$136,000.00	\$3,600.00	\$122,400.00	\$3,500.00	\$119,000.00
3.3	4-foot Dia. (I.D.) Round Precast Concrete Catch Basin, RI 3.4.1M	EA	80	\$5,500.00	\$440,000.00	\$6,000.00	\$480,000.00	\$5,200.00	\$416,000.00	\$3,800.00	\$304,000.00	\$5,000.00	\$400,000.00	\$5,000.00	\$400,000.00	\$3,500.00	\$280,000.00
3.4	4-foot Dia. (I.D.) Round Brick / Concrete Block Driveway Basin RI Std 3.3.1.	EA	8	\$6,500.00	\$52,000.00	\$3,500.00	\$28,000.00	\$5,000.00	\$40,000.00	\$4,200.00	\$33,600.00	\$5,000.00	\$40,000.00	\$6,500.00	\$52,000.00	\$4,000.00	\$32,000.00
4.0	Earth Excavation Above and Below Normal Depth for Unsuitable Material	CY	500	\$60.00	\$30,000.00	\$1.00	\$500.00	\$1.00	\$500.00	\$1.00	\$500.00	\$50.00	\$25,000.00	\$80.00	\$40,000.00	\$50.00	\$25,000.00
5.0	Rock Excavation & Disposal (Boulders)	CY	500	\$250.00	\$125,000.00	\$1.00	\$500.00	\$20.00	\$10,000.00	\$50.00	\$25,000.00	\$60.00	\$30,000.00	\$1.00	\$500.00	\$125.00	\$62,500.00
5.1	Rock Excavation & Disposal (Ledge removal by Mechanical Means)	CY	500	\$250.00	\$125,000.00	\$1.00	\$500.00	\$215.00	\$107,500.00	\$150.00	\$75,000.00	\$250.00	\$125,000.00	\$1.00	\$500.00	\$125.00	\$62,500.00
6.0	Additional Concrete (All Classes)	CY	250	\$400.00	\$100,000.00	\$1.00	\$250.00	\$1.00	\$250.00	\$120.00	\$30,000.00	\$300.00	\$75,000.00	\$1.00	\$250.00	\$150.00	\$37,500.00
6.1	Sanitary Sewer Service	LF	400	\$65.00	\$26,000.00	\$2.00	\$800.00	\$50.00	\$20,000.00	\$200.00	\$80,000.00	\$150.00	\$60,000.00	\$65.00	\$26,000.00	\$100.00	\$40,000.00
7.0	2" Bituminous Concrete Temporary Pavement	TON	1950	\$95.00	\$185,250.00	\$99.00	\$193,050.00	\$130.00	\$253,500.00	\$125.00	\$243,750.00	\$200.00	\$390,000.00	\$300.00	\$585,000.00	\$150.00	\$292,500.00
7.1	3" Bituminous Base Course	SY	9300	\$15.00	\$139,500.00	\$27.00	\$251,100.00	\$28.50	\$265,050.00	\$30.00	\$279,000.00	\$20.00	\$186,000.00	\$38.00	\$353,400.00	\$25.00	\$232,500.00
7.2	8" Portland Concrete Base Course, 4 1/2" Bit. Base Course	SY	4300	\$50.00	\$215,000.00	\$1.00	\$4,300.00	\$75.00	\$322,500.00	\$100.00	\$430,000.00	\$110.00	\$473,000.00	\$85.00	\$365,500.00	\$150.00	\$645,000.00
7.3	Full Depth Reconstruction - 3" Bit. Base Course, 1 1/2" Bit. Surface Course	SY	2300	\$20.00	\$46,000.00	\$26.00	\$59,800.00	\$29.00	\$66,700.00	\$30.00	\$69,000.00	\$25.00	\$57,500.00	\$48.00	\$110,400.00	\$25.00	\$57,500.00
7.4	1 1/2" Cold Plane & 1 1/2" Bit. Surface Overlay	SY	50000	\$12.00	\$600,000.00	\$10.00	\$500,000.00	\$10.00	\$500,000.00	\$16.50	\$825,000.00	\$10.00	\$500,000.00	\$10.00	\$500,000.00	\$10.00	\$500,000.00
8.0	Remove Salvage & Reset Existing Granite Curbing	LF	5116	\$25.00	\$127,900.00	\$12.00	\$61,392.00	\$16.00	\$81,856.00	\$15.00	\$76,740.00	\$30.00	\$153,480.00	\$18.50	\$94,646.00	\$20.00	\$102,320.00
8.1	Remove Replace Granite Curbing	LF	550	\$50.00	\$27,500.00	\$31.00	\$17,050.00	\$38.00	\$20,900.00	\$35.00	\$19,250.00	\$50.00	\$27,500.00	\$40.00	\$22,000.00	\$35.00	\$19,250.00
9.0	Remove & Replace Existing Concrete Sidewalk, Driveways and WCR's	SY	2010	\$65.00	\$130,650.00	\$53.00	\$106,530.00	\$35.00	\$70,350.00	\$30.00	\$60,300.00	\$70.00	\$140,700.00	\$60.00	\$120,600.00	\$40.00	\$80,400.00
10.0	Remove & Replace Existing Bituminous Concrete Sidewalk, Driveways and WCR's	SY	321	\$50.00	\$16,050.00	\$42.00	\$13,482.00	\$25.75	\$8,265.75	\$25.00	\$8,025.00	\$40.00	\$12,840.00	\$85.00	\$27,285.00	\$35.00	\$11,235.00
11.0	Restore Vegetated Areas (Loam, Fertilize & Seed)	SY	1233	\$1.00	\$1,233.00	\$5.00	\$6,165.00	\$10.00	\$12,330.00	\$6.00	\$7,398.00	\$7.00	\$8,631.00	\$6.00	\$7,398.00	\$6.00	\$7,398.00
12.0	Restore Planting & Tree Beds (Loam & Mulch)	SY	200	\$30.00	\$6,000.00	\$11.00	\$2,200.00	\$10.00	\$2,000.00	\$8.00	\$1,600.00	\$11.00	\$2,200.00	\$10.00	\$2,000.00	\$10.00	\$2,000.00
13.0	Remove, Dispose and Construct Sidewalks in Sensitive Tree Areas	SY	200	\$80.00	\$16,000.00	\$83.00	\$16,600.00	\$9.00	\$1,800.00	\$30.00	\$6,000.00	\$80.00	\$16,000.00	\$80.00	\$16,000.00	\$60.00	\$12,000.00
14.0	Tree Trimming and Root Pruning by Licensed Arborist	HR	40	\$200.00	\$8,000.00	\$80.00	\$3,200.00	\$187.50	\$7,500.00	\$100.00	\$4,000.00	\$270.00	\$10,800.00	\$120.00	\$4,800.00	\$40.00	\$1,600.00
15.0	Excavated Material Disposed as Special Waste No. 1	A	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
15.1	Excavated Material Disposed as Special Waste No. 2	A	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
16.0	Special Structure at North Avenue and Blackstone Blvd	EA	1	\$50,000.00	\$50,000.00	\$84,490.00	\$84,490.00	\$144,000.00	\$144,000.00	\$35,000.00	\$35,000.00	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00	\$200,000.00	\$200,000.00
17.0	Special Structure at Blackstone Blvd and Hartshorn Rd	EA	1	\$60,000.00	\$60,000.00	\$84,490.00	\$84,490.00	\$142,000.00	\$142,000.00	\$40,000.00	\$40,000.00	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00	\$200,000.00	\$200,000.00
18.0	6-inch Dia DI Watermain	LF	500	\$125.00	\$62,500.00	\$50.00	\$25,000.00	\$60.00	\$30,000.00	\$90.25	\$45,125.00	\$70.00	\$35,000.00	\$85.00	\$42,500.00	\$90.00	\$45,000.00
18.1	8-inch Dia DI Watermain	LF	5500	\$140.00	\$770,000.00	\$52.00	\$286,000.00	\$90.00	\$495,000.00	\$95.00	\$522,500.00	\$90.00	\$495,000.00	\$115.00	\$632,500.00	\$95.00	\$522,500.00
18.2	12-inch Dia DI Watermain	LF	900	\$180.00	\$162,000.00	\$83.00	\$74,700.00	\$150.00	\$135,000.00	\$123.50	\$111,150.00	\$100.00	\$90,000.00	\$125.00	\$112,500.00	\$125.00	\$112,500.00
19.0	6-inch Gate Valve	EA	21	\$1,500.00	\$31,500.00	\$671.00	\$14,091.00	\$860.00	\$18,060.00	\$760.00	\$15,960.00	\$900.00	\$18,900.00	\$700.00	\$14,700.00	\$720.00	\$15,120.00
19.1	8-inch Gate Valve	EA	15	\$2,000.00	\$30,000.00	\$938.00	\$14,070.00	\$1,670.00	\$25,050.00	\$1,140.00	\$17,100.00	\$1,200.00	\$18,000.00	\$1,250.00	\$18,750.00	\$1,020.00	\$15,300.00
19.2	12-inch Gate Valve	EA	11	\$25,000.00	\$275,000.00	\$1,672.00	\$18,392.00	\$2,600.00	\$28,600.00	\$1,995.00	\$21,945.00	\$2,000.00	\$22,000.00	\$2,150.00	\$23,650.00	\$1,820.00	\$20,020.00
20.0	Hydrant Assemblies	EA	9	\$5,000.00	\$45,000.00	\$3,200.00	\$28,800.00	\$4,800.00	\$43,200.00	\$4,750.00	\$42,750.00	\$4,000.00	\$36,000.00	\$4,500.00	\$40,500.00	\$4,000.00	\$36,000.00
21.0	Relocation of existing water services, less than 4-inch dia.	EA	202	\$1,500.00	\$303,000.00	\$1,103.00	\$222,806.00	\$260.00	\$52,520.00	\$1,340.00	\$270,680.00	\$1,000.00	\$202,000.00	\$1,200.00	\$242,400.00	\$950.00	\$191,900.00
21.1	Relocation of existing lead water services, less than 4-inch dia.	EA	69	\$2,000.00	\$138,000.00	\$2,021.00	\$139,449.00	\$950.00	\$65,550.00	\$2,670.00	\$184,230.00	\$1,600.00	\$110,400.00	\$1,265.00	\$87,285.00	\$2,350.00	\$162,150.00
22.0	Electrical Work	LS	1	\$50,000.00	\$50,000.00	\$91,420.00	\$91,420.00	\$55,000.00	\$55,000.00	\$20,000.00	\$20,000.00	\$180,000.00	\$180,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
23.0	Instrumentation Work	LS	1	\$50,000.00	\$50,000.00	\$79,800.00	\$79,800.00	\$60,000.00	\$60,000.00	\$233,000.00	\$233,000.00	\$110,000.00	\$110,000.00	\$80,000.00	\$80,000.00	\$100,000.00	\$100,000.00
24.0	Power Utility Service Allowance	A	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
25.0	Relocation of existing underground electric (

Item No.	Description	Units	Quantity	Engineer		C.B.Utility		Rocchio-Barletta Heavy, LLC		Cardi		Lynch		DiGregorio	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Constructing New Storm Drains:															
1.1	12-inch Dia. RCP Drain	LF	2270	\$110.00	\$249,700.00	\$150.00	\$340,500.00	\$140.00	\$317,800.00	\$220.00	\$499,400.00	\$130.00	\$295,100.00	\$240.00	\$544,800.00
1.2	15-inch Dia. RCP Drain	LF	980	\$120.00	\$117,600.00	\$180.00	\$176,400.00	\$175.00	\$171,500.00	\$290.00	\$284,200.00	\$135.00	\$132,300.00	\$245.00	\$240,100.00
1.3	18-inch Dia. RCP Drain	LF	1535	\$130.00	\$199,550.00	\$200.00	\$307,000.00	\$180.00	\$276,300.00	\$120.00	\$184,200.00	\$140.00	\$214,900.00	\$250.00	\$383,750.00
1.4	24-inch Dia. RCP Drain	LF	1100	\$140.00	\$154,000.00	\$250.00	\$275,000.00	\$200.00	\$220,000.00	\$220.00	\$242,000.00	\$175.00	\$192,500.00	\$260.00	\$286,000.00
1.5	30-inch Dia. RCP Drain	LF	1725	\$250.00	\$431,250.00	\$300.00	\$517,500.00	\$225.00	\$388,125.00	\$250.00	\$431,250.00	\$325.00	\$560,625.00	\$300.00	\$517,500.00
1.6	36-inch Dia. RCP Drain	LF	1300	\$335.00	\$435,500.00	\$330.00	\$429,000.00	\$325.00	\$422,500.00	\$270.00	\$351,000.00	\$430.00	\$559,000.00	\$450.00	\$585,000.00
1.7	42-inch Dia. RCP Drain	LF	2300	\$325.00	\$747,500.00	\$340.00	\$782,000.00	\$325.00	\$747,500.00	\$280.00	\$644,000.00	\$380.00	\$874,000.00	\$380.00	\$874,000.00
1.8	48-inch Dia. RCP Drain	LF	20	\$400.00	\$8,000.00	\$500.00	\$10,000.00	\$475.00	\$9,500.00	\$300.00	\$6,000.00	\$350.00	\$7,000.00	\$700.00	\$14,000.00
1.9	60-inch Dia. RCP Drain	LF	52	\$1,500.00	\$78,000.00	\$700.00	\$36,400.00	\$6,000.00	\$312,000.00	\$1,000.00	\$52,000.00	\$2,150.00	\$111,800.00	\$1,100.00	\$57,200.00
2.0	4-foot Dia. (I.D.) Precast Concrete Drain Manhole, RI Std 4.2.0.	EA	44	\$5,000.00	\$220,000.00	\$3,000.00	\$132,000.00	\$6,000.00	\$264,000.00	\$6,000.00	\$264,000.00	\$5,500.00	\$242,000.00	\$5,000.00	\$220,000.00
2.1	5-foot Dia. (I.D.) Precast Concrete Drain Manhole, RI Std 4.2.1.	EA	17	\$5,600.00	\$95,200.00	\$4,000.00	\$68,000.00	\$7,000.00	\$119,000.00	\$6,000.00	\$102,000.00	\$6,000.00	\$102,000.00	\$8,000.00	\$136,000.00
2.2	6-foot Dia. (I.D.) Precast Concrete Drain Manhole, RI Std 4.2.2.	EA	27	\$6,000.00	\$162,000.00	\$5,000.00	\$135,000.00	\$15,000.00	\$405,000.00	\$6,000.00	\$162,000.00	\$6,300.00	\$170,100.00	\$11,000.00	\$297,000.00
2.3	8-foot Dia. (I.D.) Precast Concrete Drain Manhole	EA	6	\$7,500.00	\$45,000.00	\$30,000.00	\$180,000.00	\$18,000.00	\$108,000.00	\$12,000.00	\$72,000.00	\$10,000.00	\$60,000.00	\$40,000.00	\$240,000.00
2.4	10-foot Dia. (I.D.) Precast Concrete Drain Manhole	EA	2	\$8,500.00	\$17,000.00	\$50,000.00	\$100,000.00	\$25,000.00	\$50,000.00	\$15,000.00	\$30,000.00	\$18,000.00	\$36,000.00	\$48,000.00	\$96,000.00
2.5	Additional Depth of Drain Manhole over 12-feet	VF	20	\$500.00	\$10,000.00	\$100.00	\$2,000.00	\$1.00	\$20.00	\$100.00	\$2,000.00	\$1,000.00	\$20,000.00	\$1.00	\$20.00
3.0	4-foot Dia. (I.D.) Round Precast Concrete Catch Basin, RI 4.4.0.	EA	5	\$4,000.00	\$20,000.00	\$4,000.00	\$20,000.00	\$6,000.00	\$30,000.00	\$6,000.00	\$30,000.00	\$4,000.00	\$20,000.00	\$4,200.00	\$21,000.00
3.1	Square Precast Concrete Drop Inlet, RI 4.5.0.	EA	5	\$3,000.00	\$15,000.00	\$6,000.00	\$30,000.00	\$4,000.00	\$20,000.00	\$3,000.00	\$15,000.00	\$2,500.00	\$12,500.00	\$1,500.00	\$7,500.00
3.2	4-foot Square Concrete Block Catch Basin, Type D, RI 3.3.0.M	EA	3	\$5,000.00	\$15,000.00	\$6,000.00	\$18,000.00	\$6,000.00	\$18,000.00	\$6,000.00	\$18,000.00	\$5,000.00	\$15,000.00	\$10,000.00	\$30,000.00
3.3	4-foot Dia. (I.D.) Round Brick / Concrete Block Driveway Basin RI Std 3.3.1.M	EA	3	\$5,000.00	\$15,000.00	\$7,000.00	\$21,000.00	\$5,000.00	\$15,000.00	\$6,000.00	\$18,000.00	\$6,500.00	\$19,500.00	\$9,000.00	\$27,000.00
3.4	4-foot Dia. (I.D.) Round Precast Concrete Catch Basin, RI 3.4.1M	EA	78	\$5,500.00	\$429,000.00	\$5,000.00	\$390,000.00	\$8,000.00	\$624,000.00	\$6,000.00	\$468,000.00	\$5,500.00	\$429,000.00	\$8,000.00	\$624,000.00
3.5	4-foot Dia. (I.D.) Round Concrete Block Catch Basin, Type F, RI 3.4.2M	EA	9	\$3,000.00	\$27,000.00	\$4,000.00	\$36,000.00	\$7,000.00	\$63,000.00	\$6,000.00	\$54,000.00	\$3,500.00	\$31,500.00	\$4,200.00	\$37,800.00
3.6	Square Concrete Drop Inlet, RI 3.6.0.	EA	17	\$3,000.00	\$51,000.00	\$6,000.00	\$102,000.00	\$4,500.00	\$76,500.00	\$3,000.00	\$51,000.00	\$2,700.00	\$45,900.00	\$5,000.00	\$85,000.00
4.0	Rebuild Existing Drainage Structures	VF	25	\$250.00	\$6,250.00	\$400.00	\$10,000.00	\$800.00	\$20,000.00	\$1,000.00	\$25,000.00	\$1,000.00	\$25,000.00	\$800.00	\$20,000.00
5.0	15-inch Dia. PVC Sewer	LF	175	\$150.00	\$26,250.00	\$500.00	\$87,500.00	\$50.00	\$8,750.00	\$200.00	\$35,000.00	\$345.00	\$60,375.00	\$150.00	\$26,250.00
5.1	Sewer Service Relocation	LF	200	\$125.00	\$25,000.00	\$150.00	\$30,000.00	\$100.00	\$20,000.00	\$150.00	\$30,000.00	\$115.00	\$23,000.00	\$100.00	\$20,000.00
6.0	4-foot Dia. (I.D.) Precast Concrete Sewer Manhole	EA	3	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00	\$8,000.00	\$24,000.00	\$4,000.00	\$12,000.00	\$8,000.00	\$24,000.00	\$8,000.00	\$24,000.00
7.0	Earth Excavation Above and Below Normal Depth for Unsuitable Material	CY	500	\$60.00	\$30,000.00	\$50.00	\$25,000.00	\$1.00	\$500.00	\$75.00	\$37,500.00	\$85.00	\$42,500.00	\$1.00	\$500.00
8.0	Rock Excavation & Disposal (Boulders)	CY	500	\$200.00	\$100,000.00	\$1.00	\$500.00	\$1.00	\$500.00	\$150.00	\$75,000.00	\$1.00	\$500.00	\$22.00	\$11,000.00
8.1	Rock Excavation & Disposal (Ledge removal by Mechanical Means)	CY	500	\$250.00	\$125,000.00	\$1.00	\$500.00	\$1.00	\$500.00	\$150.00	\$75,000.00	\$1.00	\$500.00	\$200.00	\$100,000.00
9.0	Additional Concrete (All Classes)	CY	100	\$200.00	\$20,000.00	\$125.00	\$12,500.00	\$100.00	\$10,000.00	\$200.00	\$20,000.00	\$1.00	\$100.00	\$160.00	\$16,000.00
10.0	Bituminous Concrete Temporary Pavement (All Roads)	TON	1800	\$150.00	\$270,000.00	\$200.00	\$360,000.00	\$125.00	\$225,000.00	\$150.00	\$270,000.00	\$375.00	\$675,000.00	\$250.00	\$450,000.00
10.1	Permanent Pavement #1 (State Roads)	SY	6100	\$175.00	\$1,067,500.00	\$1.00	\$6,100.00	\$1.00	\$6,100.00	\$120.00	\$732,000.00	\$120.00	\$732,000.00	\$130.00	\$793,000.00
10.2	Permanent Pavement #2 (City Streets)	SY	9100	\$50.00	\$455,000.00	\$1.00	\$9,100.00	\$1.00	\$9,100.00	\$30.00	\$273,000.00	\$35.00	\$318,500.00	\$20.00	\$182,000.00
10.3	Permanent Pavement #3 (City Streets)	SY	2800	\$25.00	\$70,000.00	\$50.00	\$140,000.00	\$60.00	\$168,000.00	\$45.00	\$126,000.00	\$45.00	\$126,000.00	\$35.00	\$98,000.00
10.4	Permanent Pavement #4 (All Roads)	SY	43,000	\$20.00	\$860,000.00	\$13.00	\$559,000.00	\$15.00	\$645,000.00	\$13.00	\$559,000.00	\$11.00	\$473,000.00	\$12.00	\$516,000.00
11.0	Remove Salvage & Reset Existing Granite Curbing	LF	4000	\$25.00	\$100,000.00	\$25.00	\$100,000.00	\$30.00	\$120,000.00	\$17.00	\$68,000.00	\$20.00	\$80,000.00	\$22.00	\$88,000.00
11.1	Furnish and Install New Granite Curbing	LF	1000	\$35.00	\$35,000.00	\$50.00	\$50,000.00	\$25.00	\$25,000.00	\$38.00	\$38,000.00	\$45.00	\$45,000.00	\$44.00	\$44,000.00
11.2	Furnish and Install New Precast Concrete Curbing	LF	500	\$50.00	\$25,000.00	\$40.00	\$20,000.00	\$30.00	\$15,000.00	\$25.00	\$12,500.00	\$40.00	\$20,000.00	\$35.00	\$17,500.00
12.0	Remove & Replace Existing Concrete Sidewalk, Driveways and WCR's	SY	2200	\$75.00	\$165,000.00	\$60.00	\$132,000.00	\$60.00	\$132,000.00	\$35.00	\$77,000.00	\$80.00	\$176,000.00	\$70.00	\$154,000.00
13.0	Remove & Replace Existing Bituminous Concrete Sidewalk, Driveways and WCR's	SY	1000	\$50.00	\$50,000.00	\$60.00	\$60,000.00	\$45.00	\$45,000.00	\$35.00	\$35,000.00	\$65.00	\$65,000.00	\$40.00	\$40,000.00
14.0	Restore Vegetated Areas (Loam, Fertilize & Seed)	SY	3200	\$10.00	\$32,000.00	\$7.00	\$22,400.00	\$10.00	\$32,000.00	\$5.50	\$17,600.00	\$6.00	\$19,200.00	\$15.00	\$48,000.00
15.0	Restore Planting & Tree Beds (Loam & Mulch)	SY	200	\$15.00	\$3,000.00	\$11.00	\$2,200.00	\$70.00	\$14,000.00	\$10.00	\$2,000.00	\$15.00	\$3,000.00	\$20.00	\$4,000.00
16.0	Remove, Dispose and Construct Sidewalks in Sensitive Tree Areas	SY	200	\$80.00	\$16,000.00	\$60.00	\$12,000.00	\$75.00	\$15,000.00	\$70.00	\$14,000.00	\$80.00	\$16,000.00	\$10.00	\$2,000.00
17.0	Tree Trimming and Root Pruning by Licensed Arborist	HR	80	\$200.00	\$16,000.00	\$140.00	\$11,200.00	\$90.00	\$7,200.00	\$120.00	\$9,600.00	\$125.00	\$10,000.00	\$195.00	\$15,600.00
18.0	Excavated Material Disposed as Special Waste No. 1	A	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
18.1	Excavated Material Disposed as Special Waste No. 2	A	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
19.0	Construct 42-inch Concrete Headwall	LS	1	\$200,000.00	\$200,000.00	\$300,000.00	\$300,000.00	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00
19.1	Construct Baffle Wall within Existing Brick Manhole	EA	2	\$2,000.00	\$4,000.00	\$25,000.00	\$50,000.00	\$5,000.00	\$10,000.00	\$25,000.00	\$50,000.00	\$1,000.00	\$2,000.00	\$3,000.00	\$6,000.00
20.0	6-inch Dia DI Water Main	LF	30	\$125.00	\$3,750.00	\$200.00	\$6,000.00	\$250.00	\$7,500.00	\$75.00	\$2,250.00	\$350.00	\$10,500.00	\$350.00	\$10,500.00
20.1	8-inch Dia DI Water Main	LF	3515	\$140.00	\$492,100.00	\$160.00	\$562,400.00	\$250.00	\$878,750.00	\$260.00	\$913,900.00	\$110.00	\$386,650.00	\$205.00	\$720,575.00
20.2	12-inch Dia DI Water Main	LF	225	\$160.00	\$36,000.00	\$180.00	\$40,500.00	\$300.00	\$67,500.00	\$100.00	\$22,500.00	\$260.00	\$58,500.00	\$700.00	\$157,500.00
21.0	6-inch Gate Valve	EA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$900.00	\$900.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00
21.1	8-inch Gate Valve	EA	24	\$2,000.00	\$48,000.00	\$2,000.00	\$48,000.00	\$1,800.00	\$43,200.00	\$1,115.00	\$26,760.00	\$1,500.00	\$36,000.00	\$1,700.00	\$40,800.00
21.2	12-inch Gate Valve	EA	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
22.0	Hydrant Assemblies	EA	5	\$5,000.00	\$25,000.00	\$5,000.00	\$25,000.00	\$8,000.00	\$40,000.00	\$5,000.00	\$25,000.00	\$5,000.00	\$25,000.00	\$5,000.00	\$25,000.00
23.0	Relocation of existing water services, less than 4-inch dia.	LF	150	\$40.00	\$6,000.00	\$80.00	\$12,000.00	\$100.00	\$15,000.00	\$290.0					

Table 3
 Combined Sewer Overflow Control Facilities Program, Phase II, OF 037 South
 Contract 303.07C

Item No.	Description	Units	Engineer				Cardi Corporation				Cost Difference	% Difference
			Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost			
Constructing New Storm Drains:												
1.1	12-inch Dia. RCP Drain	LF	3500	\$185.05	\$642,675.00	\$145.00	\$507,500.00	\$200.00	\$700,000.00	\$ (192,500.00)	-27.8%	
1.2	15-inch Dia. RCP Drain	LF	2700	\$185.05	\$499,635.00	\$165.00	\$445,500.00	\$200.00	\$540,000.00	\$ (94,500.00)	-21.2%	
1.3	18-inch Dia. RCP Drain	LF	2300	\$215.05	\$494,615.00	\$175.00	\$402,500.00	\$200.00	\$460,000.00	\$ (57,500.00)	-14.3%	
1.4	24-inch Dia. RCP Drain	LF	2600	\$255.05	\$739,645.00	\$215.00	\$623,500.00	\$200.00	\$580,000.00	\$ (43,500.00)	-7.0%	
2.0	4-foot Dia. (I.D.) Precast Concrete Drain Manhole, RI Std 4.2.0.	EA	56	\$5,000.00	\$280,000.00	\$6,000.00	\$336,000.00	\$4,000.00	\$224,000.00	\$ (112,000.00)	-33.3%	
2.1	5-foot Dia. (I.D.) Precast Concrete Drain Manhole, RI Std 4.2.1.	EA	17	\$5,000.00	\$85,000.00	\$6,000.00	\$102,000.00	\$5,000.00	\$85,000.00	\$ (17,000.00)	-37.5%	
3.0	4-foot Dia. (I.D.) Round Precast Concrete Catch Basin, RI 4.4.0.M.	EA	3	\$5,000.00	\$15,000.00	\$6,000.00	\$18,000.00	\$4,000.00	\$12,000.00	\$ (6,000.00)	-23.3%	
3.1	Square Precast Concrete Drop Inlet, RI Std 4.5.0.	EA	2	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00	\$2,000.00	\$4,000.00	\$ (4,000.00)	-50.0%	
3.2	4-foot Square Concrete Block Catch Basin, Type D, RI Std 3.3.0.M. modified with chute	EA	11	\$5,000.00	\$55,000.00	\$8,000.00	\$88,000.00	\$6,000.00	\$66,000.00	\$ (22,000.00)	-25.0%	
3.3	4-foot Square Concrete Block, Driveway Basin and gutter Inlet, RI 3.3.1.M.	EA	2	\$5,000.00	\$10,000.00	\$9,000.00	\$18,000.00	\$6,000.00	\$12,000.00	\$ (6,000.00)	-33.3%	
3.4	4-foot Dia. (I.D.) Round Concrete Block Catch Basin with gutter Inlet, RI Std 3.4.1.M.	EA	105	\$5,000.00	\$525,000.00	\$9,000.00	\$940,000.00	\$4,000.00	\$420,000.00	\$ (420,000.00)	-50.0%	
3.5	4-foot Dia. (I.D.) Round Concrete Block Catch Basin, Type "F" RI Std. 3.4.2M	EA	2	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00	\$ (4,000.00)	-23.3%	
3.6	Square Concrete Block Drop Inlet, RI Std 3.6.0.	EA	10	\$3,000.00	\$30,000.00	\$5,000.00	\$50,000.00	\$3,000.00	\$30,000.00	\$ (20,000.00)	-40.0%	
4.0	Rebuild Existing Drainage Structures	VF	25	\$500.00	\$12,500.00	\$860.00	\$14,000.00	\$500.00	\$12,500.00	\$ (1,500.00)	-10.7%	
5.0	Sewer Service Relocation	LF	1300	\$85.00	\$110,500.00	\$1.00	\$1,300.00	\$85.00	\$110,500.00	\$ (109,200.00)	-84.0%	
6.0	Earth Excavation Above and Below Normal Depth for Unsuitable Material	CY	15000	\$40.00	\$600,000.00	\$0.10	\$1,500.00	\$5.00	\$75,000.00	\$ (73,500.00)	-49.0%	
7.0	Rock Excavation & Disposal (Shovelers)	CY	100	\$75.00	\$7,500.00	\$0.10	\$10.00	\$150.00	\$15,000.00	\$ (14,990.00)	-1499.0%	
7.1	Rock Excavation & Disposal (Ledge removal by Mechanical Means)	CY	9000	\$200.00	\$1,800,000.00	\$0.10	\$900.00	\$1.00	\$9,000.00	\$ (8,100.00)	-90.0%	
8.0	Additional Concrete (All Classes)	CY	100	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$130.00	\$13,000.00	\$ (3,000.00)	-30.0%	
9.0	Bituminous Concrete Temporary Pavement, (Trench Pavement All roads)	TON	2200	\$150.00	\$330,000.00	\$180.00	\$396,000.00	\$85.00	\$187,000.00	\$ (209,000.00)	-52.8%	
9.1	Permanent Pavement #3, (Full Width Restoration City streets)	SY	43000	\$40.00	\$1,720,000.00	\$26.00	\$1,118,000.00	\$30.00	\$1,290,000.00	\$ (172,000.00)	-15.4%	
10.0	Remove Salvage & Reset Existing Granite Curbing	LF	7600	\$30.00	\$228,000.00	\$4.00	\$30,400.00	\$20.00	\$152,000.00	\$ (121,600.00)	-40.0%	
10.1	Furnish and Install New Granite Curbing	LF	1000	\$40.00	\$40,000.00	\$12.00	\$12,000.00	\$35.00	\$35,000.00	\$ (23,000.00)	-191.7%	
10.2	Furnish and Install New Precast Concrete Curbing	LF	500	\$38.00	\$19,000.00	\$10.00	\$5,000.00	\$1.00	\$500.00	\$ (4,500.00)	-90.0%	
11.0	Remove & Replace Existing Concrete Sidewalk, Driveways and WCR's	SY	2200	\$60.00	\$132,000.00	\$11.00	\$24,200.00	\$35.00	\$77,000.00	\$ (52,800.00)	-218.2%	
11.1	Remove & Replace Existing Bituminous Concrete Sidewalk, Driveways and WCR's	SY	900	\$50.00	\$45,000.00	\$10.00	\$9,000.00	\$30.00	\$27,000.00	\$ (18,000.00)	-200.0%	
12.0	Restore Vegetated Areas (Loam, Fertilize & Seed)	SY	2000	\$10.00	\$20,000.00	\$2.00	\$4,000.00	\$8.50	\$17,000.00	\$ (9,000.00)	-225.0%	
12.1	Restore Planting & Tree Beds (Loam & Mulch)	SY	100	\$10.00	\$1,000.00	\$5.00	\$500.00	\$15.00	\$1,500.00	\$ (1,000.00)	-200.0%	
13.0	Remove, Dispose and Construct Sidewalks in Sensitive Tree Areas	SY	400	\$50.00	\$20,000.00	\$12.00	\$4,800.00	\$10.00	\$4,000.00	\$ (800.00)	-16.7%	
14.0	Tree Trimming and Root Pruning by Licensed Arborist	HR	80	\$200.00	\$16,000.00	\$100.00	\$8,000.00	\$250.00	\$20,000.00	\$ (12,000.00)	-150.0%	
15.0	Excavated Material Disposed as Special Waste No. 1	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$ -	0.0%	
15.1	Excavated Material Disposed as Special Waste No. 2	LS	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$ -	0.0%	
16.2	Remove and Dispose Asbestos Cement Pipe	LF	300	\$50.00	\$15,000.00	\$10.00	\$3,000.00	\$50.00	\$15,000.00	\$ (12,000.00)	-400.0%	
16.0	8-inch Dia DI Watermain	LF	10200	\$163.00	\$1,662,600.00	\$110.00	\$1,122,000.00	\$123.00	\$1,254,600.00	\$ (132,600.00)	-11.8%	
16.1	8-inch Gate Valve	EA	35	\$2,000.00	\$70,000.00	\$3,000.00	\$105,000.00	\$2,000.00	\$70,000.00	\$ (35,000.00)	-33.3%	
17.0	6-inch Dia DI Watermain	LF	100	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$ -	0.0%	
17.1	6-inch Gate Valve	EA	2	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$ (1,000.00)	-25.0%	
17.2	6-inch Inertion Valve	EA	2	\$15,000.00	\$30,000.00	\$20,000.00	\$40,000.00	\$7,000.00	\$14,000.00	\$ (26,000.00)	-65.0%	
18.0	Hydrant Assemblies	EA	15	\$5,000.00	\$75,000.00	\$12,000.00	\$180,000.00	\$4,500.00	\$67,500.00	\$ (112,500.00)	-62.5%	
19.0	Relocation of existing water services, less than 4-inch dia.	LF	2200	\$50.00	\$110,000.00	\$1.00	\$2,200.00	\$70.00	\$154,000.00	\$ (151,800.00)	-69.0%	
19.1	Relocation of existing water services, 4-inch dia and greater	LF	275	\$125.00	\$34,375.00	\$100.00	\$27,500.00	\$100.00	\$27,500.00	\$ -	0.0%	
19.2	Replacement of existing lead water services	LF	100	\$50.00	\$5,000.00	\$0.10	\$10.00	\$120.00	\$12,000.00	\$ (11,990.00)	-1199.0%	
20.0	Water Facility Deficiencies	AL	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$ -	0.0%	
21.0	Allowance for Electrical Relocations	AL	1	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$ -	0.0%	
21.1	Allowance for Telephone/Cable Relocations	AL	1	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$ -	0.0%	
21.2	Locate and Repair Unknown Utilities	AL	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$ -	0.0%	
22.0	Street Sweeping	HR	900	\$125.00	\$112,500.00	\$75.00	\$67,500.00	\$1.00	\$900.00	\$ (66,000.00)	-88.7%	
23.0	Mobilization/Demobilization 5%	LS	1	\$500,000.00	\$500,000.00	\$256,000.00	\$256,000.00	\$350,000.00	\$350,000.00	\$ (84,000.00)	-36.7%	
					\$11,861,045.00		\$7,766,822.00		\$7,988,500.00	\$ (221,678.00)	-2.9%	

Item No.	Description	Units	Quantity	Engineer		DiGregorio, Inc.		Cardi Corporation		J.H. Lynch & Sons, Inc.		John Rocchio Corporation		C.B. Utility Co., Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Constructing New Storm Drains:															
1.0	12-inch Dia. RCP Drain	LF	3900	\$120.00	\$468,000.00	\$187.00	\$729,300.00	\$200.00	\$780,000.00	\$143.00	\$557,700.00	\$211.00	\$822,900.00	\$310.00	\$1,209,000.00
1.1	15-inch Dia. RCP Drain	LF	3950	\$150.00	\$592,500.00	\$192.00	\$758,400.00	\$200.00	\$790,000.00	\$109.00	\$430,550.00	\$221.00	\$872,950.00	\$310.00	\$1,224,500.00
1.2	18-inch Dia. RCP Drain	LF	300	\$180.00	\$54,000.00	\$230.00	\$69,000.00	\$200.00	\$60,000.00	\$161.00	\$48,300.00	\$300.00	\$90,000.00	\$310.00	\$93,000.00
1.3	24-inch Dia. RCP Drain	LF	1300	\$555.73	\$722,450.00	\$267.00	\$347,100.00	\$200.00	\$260,000.00	\$296.00	\$384,800.00	\$455.00	\$591,500.00	\$310.00	\$403,000.00
Constructing New Drain Manholes:															
2	4-foot Dia. (I.D.) Precast Concrete Drain Manhole, RI Std 4.2.0.	EA	68	\$5,000.00	\$340,000.00	\$5,000.00	\$340,000.00	\$5,000.00	\$340,000.00	\$5,200.00	\$353,600.00	\$8,000.00	\$544,000.00	\$6,000.00	\$408,000.00
2.1	5-foot Dia. (I.D.) Precast Concrete Drain Manhole, RI Std 4.2.1.	EA	2	\$5,000.00	\$10,000.00	\$7,000.00	\$14,000.00	\$6,000.00	\$12,000.00	\$6,500.00	\$13,000.00	\$12,000.00	\$24,000.00	\$8,000.00	\$16,000.00
2.3	Additional Depth of Manholes over 12-feet	VF	20	\$100.00	\$2,000.00	\$0.01	\$0.20	\$100.00	\$2,000.00	\$700.00	\$14,000.00	\$300.00	\$6,000.00	\$120.00	\$2,400.00
Constructing New Catch Basins:															
3	4-foot Dia. (I.D.) Round Precast Concrete Catch Basin, RI 4.4.0.M.	EA	2	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00	\$5,500.00	\$11,000.00	\$9,000.00	\$18,000.00	\$6,000.00	\$12,000.00
3.1	Square Precast Concrete Drop Inlet, RI Std 4.5.0.	EA	2	\$5,000.00	\$10,000.00	\$1,600.00	\$3,200.00	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00	\$7,800.00	\$15,600.00
3.2	4-foot Square Concrete Block Catch Basin, Type D, RI Std 3.3.0.M. modified with chute	EA	8	\$5,000.00	\$40,000.00	\$7,500.00	\$60,000.00	\$8,000.00	\$64,000.00	\$6,000.00	\$48,000.00	\$11,500.00	\$92,000.00	\$8,000.00	\$64,000.00
3.3	4-foot Square Concrete Block, Driveway Basin and gutter Inlet, RI 3.3.1.M.	EA	2	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$24,000.00	\$6,800.00	\$13,600.00
3.4	4-foot Dia. (I.D.) Round Concrete Block Catch Basin with gutter Inlet, RI Std 3.4.1.M.	EA	77	\$5,000.00	\$385,000.00	\$6,500.00	\$500,500.00	\$4,000.00	\$308,000.00	\$6,800.00	\$523,600.00	\$9,000.00	\$693,000.00	\$8,000.00	\$616,000.00
3.5	4-foot Dia. (I.D.) Round Concrete Block Catch Basin, Type "F" RI Std. 3.4.2M	EA	2	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00	\$6,400.00	\$12,800.00	\$5,800.00	\$11,600.00
3.6	Square Concrete Block Drop Inlet, RI Std 3.6.0.	EA	4	\$3,000.00	\$12,000.00	\$2,500.00	\$10,000.00	\$5,000.00	\$20,000.00	\$3,500.00	\$14,000.00	\$6,000.00	\$24,000.00	\$6,000.00	\$24,000.00
4	Rebuild Existing 4-foot Dia. (I.D.) Catch Basins	VF	25	\$500.00	\$12,500.00	\$150.00	\$3,750.00	\$500.00	\$12,500.00	\$500.00	\$12,500.00	\$1,000.00	\$25,000.00	\$400.00	\$10,000.00
Construct Sewers															
5.0	Sewer Service Relocation	LF	1000	\$150.00	\$150,000.00	\$64.00	\$64,000.00	\$120.00	\$120,000.00	\$130.00	\$130,000.00	\$1.00	\$1,000.00	\$100.00	\$100,000.00
Miscellaneous Excavation:															
6.0	Earth Excavation Above and Below Normal Depth for Unsuitable Material	CY	10000	\$50.00	\$500,000.00	\$45.00	\$450,000.00	\$5.00	\$50,000.00	\$0.01	\$100.00	\$1.00	\$10,000.00	\$30.00	\$300,000.00
7.0	Rock Excavation & Disposal (Boulders)	CY	100	\$100.00	\$10,000.00	\$0.01	\$1.00	\$150.00	\$15,000.00	\$150.00	\$15,000.00	\$1.00	\$100.00	\$64.00	\$6,400.00
7.1	Rock Excavation & Disposal (Ledge removal by Mechanical Means)	CY	10650	\$200.00	\$2,130,000.00	\$0.01	\$106.50	\$5.00	\$53,250.00	\$0.01	\$106.50	\$1.00	\$10,650.00	\$0.01	\$106.50
Additional Materials:															
8.0	Additional Concrete (All Classes)	CY	100	\$150.00	\$15,000.00	\$125.00	\$12,500.00	\$130.00	\$13,000.00	\$300.00	\$30,000.00	\$1.00	\$100.00	\$250.00	\$25,000.00
Pavement															
9.0	Bituminous Concrete Temporary Pavement, (Trench Pavement All roads)	TON	2300	\$150.00	\$345,000.00	\$138.00	\$317,400.00	\$75.00	\$172,500.00	\$225.00	\$517,500.00	\$240.00	\$552,000.00	\$130.00	\$299,000.00
9.1	Permanent Pavement #3, (Full Width Restoration City streets)	SY	34000	\$65.02	\$2,210,600.00	\$30.00	\$1,020,000.00	\$30.00	\$1,020,000.00	\$40.00	\$1,360,000.00	\$34.00	\$1,156,000.00	\$41.00	\$1,394,000.00
Restorations:															
10.0	Remove Salvage & Reset Existing Granite Curbing	LF	11000	\$30.00	\$330,000.00	\$5.00	\$55,000.00	\$20.00	\$220,000.00	\$19.00	\$209,000.00	\$5.00	\$55,000.00	\$40.00	\$440,000.00
10.1	Furnish and Install New Granite Curbing	LF	1000	\$40.00	\$40,000.00	\$35.00	\$35,000.00	\$35.00	\$35,000.00	\$40.00	\$40,000.00	\$20.00	\$20,000.00	\$65.00	\$65,000.00
10.2	Furnish and Install New Precast Concrete Curbing	LF	500	\$35.00	\$17,500.00	\$0.01	\$5.00	\$25.00	\$12,500.00	\$35.00	\$17,500.00	\$1.00	\$500.00	\$55.00	\$27,500.00
11.0	Remove & Replace Existing Concrete Sidewalk, Driveways and WCR's	SY	2500	\$60.00	\$150,000.00	\$50.00	\$125,000.00	\$35.00	\$87,500.00	\$95.00	\$237,500.00	\$1.00	\$2,500.00	\$110.00	\$275,000.00
11.1	Remove & Replace Existing Bituminous Concrete Sidewalk, Driveways and WCR's	SY	1300	\$50.00	\$65,000.00	\$38.00	\$49,400.00	\$25.00	\$32,500.00	\$80.00	\$104,000.00	\$1.00	\$1,300.00	\$115.00	\$149,500.00
12.0	Restore Vegetated Areas (Loam, Fertilize & Seed)	SY	1300	\$10.00	\$13,000.00	\$9.00	\$11,700.00	\$9.00	\$11,700.00	\$9.00	\$11,700.00	\$1.00	\$1,300.00	\$15.00	\$19,500.00
12.1	Restore Planting & Tree Beds (Loam & Mulch)	SY	20	\$10.00	\$200.00	\$15.00	\$300.00	\$15.00	\$300.00	\$25.00	\$500.00	\$20.00	\$400.00	\$20.00	\$400.00
13.0	Remove, Dispose and Construct Sidewalks in Sensitive Tree Areas	SY	400	\$75.00	\$30,000.00	\$10.00	\$4,000.00	\$50.00	\$20,000.00	\$75.00	\$30,000.00	\$1.00	\$400.00	\$20.00	\$8,000.00
Miscellaneous Items of Work:															
14.0	Tree Trimming and Root Pruning by Licensed Arborist	HR	80	\$125.00	\$10,000.00	\$250.00	\$20,000.00	\$250.00	\$20,000.00	\$250.00	\$20,000.00	\$85.00	\$6,800.00	\$300.00	\$24,000.00
15.0	Excavated Material Disposed as Special Waste No. 1	ALLOW	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
15.1	Excavated Material Disposed as Special Waste No. 2	ALLOW	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
15.2	Remove and Dispose Asbestos Cement Pipe	LF	200	\$100.00	\$20,000.00	\$35.00	\$7,000.00	\$50.00	\$10,000.00	\$55.00	\$11,000.00	\$10.00	\$2,000.00	\$35.00	\$7,000.00
Utility Relocations:															
16.0	8-inch Dia DI Watermain	LF	7000	\$141.57	\$991,000.00	\$140.00	\$980,000.00	\$188.50	\$1,319,500.00	\$105.00	\$735,000.00	\$160.00	\$1,120,000.00	\$110.00	\$770,000.00
16.1	8-inch Gate Valve	EA	25	\$1,800.00	\$45,000.00	\$2,000.00	\$50,000.00	\$2,000.00	\$50,000.00	\$1,350.00	\$33,750.00	\$4,000.00	\$100,000.00	\$2,500.00	\$62,500.00
17.0	6-inch Dia DI Watermain	LF	100	\$100.00	\$10,000.00	\$60.00	\$6,000.00	\$200.00	\$20,000.00	\$125.00	\$12,500.00	\$80.00	\$8,000.00	\$80.00	\$8,000.00
17.1	6-inch Insertion Valve	EA	2	\$20,000.00	\$40,000.00	\$5,000.00	\$10,000.00	\$9,000.00	\$18,000.00	\$7,000.00	\$14,000.00	\$15,000.00	\$30,000.00	\$12,000.00	\$24,000.00
18.0	Hydrant Assemblies	EA	7	\$5,000.00	\$35,000.00	\$6,000.00	\$42,000.00	\$4,500.00	\$31,500.00	\$5,000.00	\$35,000.00	\$10,000.00	\$70,000.00	\$5,500.00	\$38,500.00
19.0	Relocation of existing water services, less than 4-inch dia.	LF	2800	\$100.00	\$280,000.00	\$0.01	\$28.00	\$80.00	\$224,000.00	\$85.00	\$238,000.00	\$1.00	\$2,800.00	\$50.00	\$140,000.00
19.1	Relocation of existing water services, 4-inch dia and greater	LF	200	\$150.00	\$30,000.00	\$0.01	\$2.00	\$100.00	\$20,000.00	\$290.00	\$58,000.00	\$130.00	\$26,000.00	\$100.00	\$20,000.00
19.2	Replacement of existing lead water services	LF	200	\$940.00	\$188,000.00	\$65.00	\$13,000.00	\$130.00	\$26,000.00	\$90.00	\$18,000.00	\$80.00	\$16,000.00	\$95.00	\$19,000.00
20.0	Water Facility Deficiencies	ALLOW	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
21.0	Allowance for Electrical Relocations	ALLOW	1	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
21.1	Allowance for Telephone/Cable Relocations	ALLOW	1	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
21.2	Locate and Repair Unknown Utilities	ALLOW	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
22.0	Street Sweeping, 104 weeks x 8 hrs. / week	HRS	850	\$125.00	\$106,250.00	\$0.01	\$8.50	\$125.00	\$106,250.00	\$125.00	\$106,250.00	\$100.00	\$85,000.00	\$150.00	\$127,500.00
23.0	Mobilization/Demobilization 5%	LS	1	\$325,000.00	\$325,000.00	\$350,000.00	\$350,000.00	\$375,000.00	\$375,000.00	\$383,744.03	\$383,744.03	\$390,000.00	\$390,000.00	\$195,000.00	\$195,000.00
24.0	Construct 12-inch CIPP	LF	840	\$100.00	\$84,000.00	\$65.00	\$54,600.00	\$50.00	\$42,000.00	\$52.00	\$43,680.00	\$65.00	\$54,600.00	\$35.00	\$29,400.00
				\$11,674,000.00		\$7,367,301.20		\$7,631,000.00		\$7,674,880.53		\$8,395,600.00		\$9,522,006.50	

NBC
 Combined Sewer Overflow Control Facilities Program, Phase II, WCSOI Regulator Modifications
 Contract 303.09C

Item No.	Description	Units	Quantity	Engineer		Grove Construction, Inc.		R. P. Iannuccillo & Sons Const. Co.		John Rocchio Corporation		DiGregorio, Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1.0	Dispose of Special Waste No. 1	A		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2.0	Dispose of Special Waste No. 2	A		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
3.0	Power Utility Service Allowance	A		\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
4.0	Gas Utility Relocation Allowance	LS		\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
5.0	All remaining work	LS		\$620,000.00	\$620,000.00	\$764,000.00	\$764,000.00	\$1,067,950.00	\$1,067,950.00	\$1,675,705.00	\$1,675,705.00	\$1,900,122.00	\$1,900,122.00
				\$750,000.00		\$894,000.00		\$1,197,950.00		\$1,805,705.00		\$2,030,122.00	

Table 1
 Combined Sewer Overflow Control Facilities Program, Phase II, WCSOI Interceptor - North
 Contract 303.10C

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE	Cardi Corporation	DiGregorio, Inc.	J.H. Lynch and Sons, Inc.	Rocchio-Barletta Heavy, LLC	P. Gioioso and Sons, Inc.
1	Disposal of special waste No. 1 Allowance	1	Allowance	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
2	Disposal of special waste No. 2	1	Allowance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
3	Electrical Services	1	Allowance	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
4	Playground Equipment Relocation and Restoration	1	Allowance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
5	All remaining work	1	Lump Sum	\$10,000,000	\$5,300,000	\$6,145,747	\$6,270,000	\$6,902,000	\$7,030,492
	Total			\$10,068,000	\$5,368,000	\$6,213,747	\$6,338,000	\$6,970,000	\$7,098,492

Average \$6,397,648
Delta Low Bid to Average Bid \$1,029,648
% Difference to Average 19%
Delta Low Bid to Second Bid \$845,747
% Difference to Second Bid 16%

Table 1
 Combined Sewer Overflow Control Facilities Program, Phase II, WCSOI West
 Contract 303.11C

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE	DiGregorio, Inc.	Manafort Brothers, Inc.	Cardi	C.B. Utility, Inc.	Rocchio-Barletta Heavy, LLC	R. Zoppo Corp.	J.H. Lynch and Sons, Inc. WITHDRAWN
1	Disposal of special waste No. 1 Allowance	1	Allowance	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
2	Disposal of special waste No. 2	1	Allowance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
3	Overhead electrical Utility relocation Obtaining permanent power	1	Allowance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
4	Paving Surface Repairs and Fencing, Governor Dyer Supplemental	1	Allowance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
5	All remaining work	1	Lump Sum	\$14,840,000	\$6,688,518	\$8,820,000	\$9,758,513	\$9,830,000	\$9,837,515	\$10,250,000	\$3,258,000
	Total			\$15,000,000	\$6,848,518	\$8,980,000	\$9,918,513	\$9,990,000	\$9,997,515	\$10,410,000	\$3,418,000

Note: Values below do not include the bid that was withdrawn.

<i>Average</i>	<i>\$9,357,424</i>
<i>Delta Low Bid to Average Bid</i>	<i>\$2,508,906</i>
<i>% Difference to Average</i>	<i>37%</i>
<i>Delta Low Bid to Second Bid</i>	<i>\$2,131,482</i>
<i>% Difference to Second Bid</i>	<i>31%</i>

NBC
 Combined Sewer Overflow Control Facilities Program, Phase II, WSOI Regulator Modifications
 Contract 303.12C

Item No.	Description	Units	Quantity	Engineer		R. P. Iannuccillo & Sons Const. Co.		Cardi Corporation		DiGregorio, Inc.		John Rocchio Corporation		J. H. Lynch & Sons, Inc		CRC Company		P. Gioloso & Sons, Inc.			
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost		
1	Dispose of Special Waste No. 1	A		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
2	Dispose of Special Waste No. 2	A		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
3	Electrical Service Allowance	A		\$15,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
4		A		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
5	Excavation of Boulders	CY	10	\$200.00	\$2,000.00	\$300.00	\$3,000.00	\$250.00	\$2,500.00	\$400.00	\$4,000.00	\$1.00	\$10.00	\$1.00	\$10.00	\$200.00	\$2,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
6	All remaining work	LS		\$1,500,000.00	\$1,500,000.00	\$535,000.00	\$535,000.00	\$890,000.00	\$890,000.00	\$902,261.00	\$902,261.00	\$965,015.00	\$965,015.00	\$1,029,000.00	\$1,029,000.00	\$1,175,000.00	\$1,175,000.00	\$1,438,045.00	\$1,438,045.00	\$1,438,045.00	
				\$1,567,000.00		\$588,000.00		\$952,500.00		\$906,261.00		\$1,025,025.00		\$1,089,010.00		\$1,237,000.00		\$1,496,045.00		\$1,496,045.00	

Table 1
Combined Sewer Overflow Control Facilities Program, Phase II, WCSOI Interceptor - Site Demolition
Contract 303.13C

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE	AA Asbestos Abatement	Pasquazzi Brothers, Inc	J.R. Vinagro Corporation	McConnel Enterprises, Inc	S&R Corporation
1	Disposal of special waste No. 1 Allowance	1	Allowance	\$10,000	\$10,000	\$10,000	\$10,000.00	\$10,000	\$10,000
2	Disposal of special waste No. 2	1	Allowance	\$25,000	\$25,000	\$25,000	\$25,000.00	\$25,000	\$25,000
3	Disposal Hazardous Material	1	Allowance	\$50,000	\$50,000	\$50,000	\$50,000.00	\$50,000	\$50,000
4	Asbestos Abatement of 29 Manton Ave	1	Allowance	\$20,000	\$20,000	\$20,000	\$20,000.00	\$20,000	\$20,000
5	Asbestos Abatement of 12 Gennaro Place, 187 Valley Street, and 189 Valley Street	1	Lump Sum	\$30,000	\$24,850	\$29,000	\$53,476.75	\$20,000	\$70,500
6	All remaining work	1	Lump Sum	\$365,000	\$65,200	\$107,000	\$101,152.36	\$218,203	\$404,378
	Total			\$500,000	\$194,850	\$241,000	\$259,629.11	\$343,203	\$579,878

Average **\$323,712**
Delta Low Bid to Average Bid **\$128,862**
% Difference to Average **66%**
Delta Low Bid to Second Bid **\$46,150**
% Difference to Second Bid **24%**

Table 1
Woonasquatucket CSO Interceptor - OF 054
Contract 303.14C

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE		DiGregorio, Inc.		Barletta Heavy Division, Inc.		J.H. Lynch & Sons, Inc.		Cardi Corporation	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Disposal of special waste No. 1 Allowance	1	Allowance	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
2	Disposal of special waste No. 2 Allowance	1	Allowance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
3	All Other Work	1	Lump Sum	\$2,000,000	\$2,000,000	\$2,333,683	\$2,333,683	\$2,337,332	\$2,337,332	\$2,579,000	\$2,579,000	\$2,697,000	\$2,697,000
	Total				\$2,035,000		\$2,368,683		\$2,372,332		\$2,614,000		\$2,732,000

Average \$2,521,754
Delta Low Bid to Average Bid \$153,071
% Difference to Average 6%
Delta Low Bid to Second Bid \$3,649
% Difference to Second Bid 0.15%

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-19 Please identify the remaining 2 contracts and the date that they will be bid.

Answer: All contracts have been awarded except for Contract 303.07C. This contract is in the process of being awarded. The Notice to Proceed will be effective on May 23, 2013.

Prepared by: Rich Bernier under the direction of WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-20 How does the program management contract described in In Mr. Pratt's testimony on page 2, line 32 differ from the program management services provided by Louis Berger Group, Inc.?

Answer: They do not differ. The program management contract is for program management services provided by Louis Berger Group, Inc.

Prepared by: WEE

Narragansett Bay Commission
Docket No. 4364
Responses to Commission's First Set of Data Requests

PUC 1-21 How much has NBC paid Louis Berger Group, Inc. for each phase of the CSO project to date?

Answer: The amount NBC has paid the Louis Berger Group for each phase of the CSO project, to date is as follows:

<u>Project</u>	<u>LOUIS BERGER GROUP</u>
CSO Phase I Facilities	\$ 48,072,605.04
CSO Phase II Facilities	19,326,887.90

Prepared by: WEE